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Lori A. Shibinette  
Commissioner

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**GOVERNOR'S COMMISSION ON ALCOHOL & OTHER DRUGS**

129 PLEASANT STREET, CONCORD, NH 03301  
603-271-9564 1-800-804-0909  
Fax: 603-271-6105 TDD Access: 1-800-735-2964 www.dhhs.nh.gov/dcbcs/bdas

August 30, 2021

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division for Behavioral Health, on behalf of the Governor's Commission on Alcohol and Other Drugs, to amend existing contracts with the Contractors listed below **in bold** to continue providing a statewide network of Doorways for substance use disorder treatment and recovery support services access, by exercising contract renewal options by increasing the total price limitation by \$11,190,088 from \$37,617,414 to \$48,807,502 and extending the completion dates from September 29, 2021 to September 29, 2022, effective upon Governor and Council approval. 97.28% Federal Funds, 2.72% Other Funds.

Contractor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	G&C Approval
Androscoggin Valley Hospital, Inc.	177220-B002	Berlin	\$1,949,517	\$669,740	\$2,619,257	O: 10/31/18 Item #17A A1: 8/28/19 Item #10 A2: 6/24/20 Item #31 A3: 2/3/21 Item #10
The Cheshire Medical Center	155405-B001	Keene	\$3,063,740	\$1,045,046	\$4,108,786	O: 10/31/18 Item #17A A1: 9/18/19 Item #20 A2: 6/24/20 Item #31 A3: 2/3/21 Item #10



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<b>Concord Hospital, Inc.</b>	<b>177653- B003</b>	<b>Concord</b>	<b>\$2,688,794</b>	<b>\$735,271</b>	<b>\$3,424,065</b>	<b>O: 10/31/18 Item #17A A1: 8/28/19, Item #10 A2: 6/24/20 Item #31 A3: 2/3/21 Item #10</b>
<b>Mary Hitchcock Memorial Hospital</b>	<b>177651- B001</b>	<b>Lebanon</b>	<b>\$5,312,531</b>	<b>\$1,504,500</b>	<b>\$6,817,031</b>	<b>O: 10/31/18 Item #17A A1: 11/14/18 Item #1 A2: 9/18/19 Item #20 A3: 6/24/20 Item #31 A4: 2/17/21 Item #18</b>
<b>*LRGHealthcare</b>	<b>177161- B006</b>	<b>Laconia</b>	<b>\$2,317,076</b>	<b>\$0</b>	<b>\$2,317,076</b>	<b>O: 10/31/18 Item #17A A1: 9/18/19 Item #20 A2: 6/24/20 Item #31 A3: 2/3/21 Item #10</b>
<b>*Granite Pathways Manchester</b>	<b>228900- B001</b>	<b>Manchester</b>	<b>\$3,831,170</b>	<b>\$0</b>	<b>\$3,831,170</b>	<b>O: 10/31/18 Item #17A A1: 9/18/19 Item #20</b>
<b>*Granite Pathways Nashua</b>	<b>228900- B001</b>	<b>Nashua</b>	<b>\$3,364,709</b>	<b>\$0</b>	<b>\$3,364,709</b>	<b>O: 10/31/18, Item #17A A1: 9/18/19, Item #20</b>
<b>Littleton Hospital Association</b>	<b>177162- B011</b>	<b>Littleton</b>	<b>\$2,160,689</b>	<b>\$712,612</b>	<b>\$2,873,301</b>	<b>O: 10/31/18, Item #17A A1: 9/18/19 Item #20 A2: 6/24/20 Item #31 A3: 2/3/21 Item #10</b>



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Wentworth-Douglass Hospital	177187-B001	Dover	\$4,109,399	\$1,153,475	\$5,262,874	O: 10/31/18 Item #17A A1: 9/18/19 Item #20 A2: 6/24/20 Item #31 A3: 2/3/21 Item #10
Catholic Medical Center	177240-B003	Greater Manchester	\$4,919,123	\$2,926,711	\$7,845,834	O: 3/11/20 Item #9A A1: 2/3/21 Item #10
Southern New Hampshire Health System, Inc.	177321-R004	Greater Nashua	\$3,339,704	\$1,696,196	\$5,035,900	O: 3/11/20 Item #9A A1: 2/17/21 Item #18
Concord Hospital, Inc. – Laconia	355356	Laconia	\$560,962	\$746,537	\$1,307,499	O: 6/2/21 Item #28
		<b>Total:</b>	<b>\$37,617,414</b>	<b>\$11,190,088</b>	<b>\$48,807,502</b>	
<i>*Indicates contracts that are okay to expire or have been terminated.</i>						

Funds are available in the following accounts for State Fiscal Years 2022 and 2023, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

**See attached fiscal details.**

#### **EXPLANATION**

The purpose of this request is to continue to provide a network of Doorway programs to ensure access to substance use disorder treatment and recovery services within sixty (60) minutes of State residents' homes.

Approximately 4,000 individuals will be served between September 30, 2021 to September 29, 2022.

The contractors will continue providing a network of Doorways to ensure every resident in New Hampshire at a minimum has access to substance use disorder treatment and recovery services in person during typical business hours. Additionally, telephonic services for screening, assessment, and evaluations for substance use disorders are available through the Doorways 24 hours, seven (7) days a week,

The Doorways provide resources to strengthen existing prevention, treatment and recovery programs by ensuring access to critical services in order to decrease the number of opioid and/or stimulant-related misuses, overdoses and deaths in New Hampshire as well as promote engagement in the recovery process. Individuals with substance use disorders other than opioids or stimulants also are being served and referred to the appropriate services.



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The Department continues to monitor services by reviewing, analyzing and engaging in quality improvements based on:

- Monthly de-identified, aggregate data reports.
- Weekly and biweekly Doorway program calls.
- Government Performance and Results Act interviews and follow-ups through the Web Information Technology System database.

As referenced in Exhibit C-1 Revisions to Standard Contract Language, or Exhibit A, Revisions to Standard Contract Provisions in the cases of Catholic Medical Center and Southern New Hampshire Health System, Inc. and Concord Hospital – Laconia, of the original contracts, the parties have the option to extend the agreements for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for one (1) of the one (1) year available.

Should the Governor and Council not authorize this request, individuals seeking treatment for opioid use disorder may experience difficulty navigating a complex system; may not receive the supports and clinical services they need; and may experience delays in receiving care, which would negatively impact recovery and increase the risk of relapse.

Source of Federal Funds: Assistance Listing Number #93.788, FAIN #H79TI083326 and CFDA #93.959, FAIN #B08TI083509.

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

Respectfully submitted,

DocuSigned by:  
*Lori A. Weaver*  
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for

Lori A. Shibinette  
Commissioner



**DEPARTMENT OF HEALTH AND HUMAN SERVICES  
FISCAL DETAILS SHEET  
ACCESS AND DELIVERY HUB FOR OPIOID USE DISORDER SERVICES**

**05-92-92-920510-70400000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG AND ALCOHOL SERVICES, SOR GRANT**

**100% Federal Funds**

Vendor Name <b>Androscooggin Valley</b>				Vendor # 177220		
State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	\$218,250.00	\$0.00	\$218,250.00
2020	102/500731	Contracts for Program Services	92057040	\$652,985.00	\$0.00	\$652,985.00
2021	102/500731	Contracts for Program Services	92057040	\$201,283.00	\$0.00	\$201,283.00
2021	102/500731	Contracts for Program Services	92057047	\$181,000.00	\$0.00	\$181,000.00
2021	102/500731	Contracts for Program Services	92057048	\$436,666.00	\$0.00	\$436,666.00
2022	102/500731	Contracts for Program Services	92057048	\$218,333.00	\$0.00	\$218,333.00
2022	074/500585	Grants for Pub for Asst and Rel	92057048	\$0.00	\$489,806.00	\$489,806.00
2023	074/500585	Grants for Pub for Asst and Rel	92057048	\$0.00	\$163,269.00	\$163,269.00
<b>Sub Total</b>				<b>\$1,908,517.00</b>	<b>\$653,075.00</b>	<b>\$2,561,592.00</b>

Vendor Name <b>Concord Hospital, Inc.</b>				Vendor # 177653		
State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	\$262,773.00	\$0.00	\$262,773.00
2020	102/500731	Contracts for Program Services	92057040	\$1,325,131.00	\$0.00	\$1,325,131.00
2021	102/500731	Contracts for Program Services	92057040	\$236,916.00	\$0.00	\$236,916.00
2021	102/500731	Contracts for Program Services	92057047	\$166,000.00	\$0.00	\$166,000.00
2021	102/500731	Contracts for Program Services	92057048	\$400,000.00	\$0.00	\$400,000.00
2022	102/500731	Contracts for Program Services	92057048	\$200,000.00	\$0.00	\$200,000.00
2022	074/500585	Grants for Pub for Asst and Rel	92057048	\$0.00	\$538,954.00	\$538,954.00
2023	074/500585	Grants for Pub for Asst and Rel	92057048	\$0.00	\$179,652.00	\$179,652.00
<b>Sub Total</b>				<b>\$2,590,820.00</b>	<b>\$718,606.00</b>	<b>\$3,309,426.00</b>

Vendor Name <b>Cheshire</b>				Vendor # 155405		
State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	\$611,287.00	\$0.00	\$611,287.00
2020	102/500731	Contracts for Program Services	92057040	\$1,127,557.00	\$0.00	\$1,127,557.00
2021	102/500731	Contracts for Program Services	92057040	\$205,033.00	\$0.00	\$205,033.00
2021	102/500731	Contracts for Program Services	92057047	\$229,925.00	\$0.00	\$229,925.00
2021	102/500731	Contracts for Program Services	92057048	\$532,304.00	\$0.00	\$532,304.00
2022	102/500731	Contracts for Program Services	92057048	\$266,152.00	\$0.00	\$266,152.00
2022	074/500585	Grants for Pub for Asst and Rel	92057048	\$0.00	\$771,286.00	\$771,286.00
2023	074/500585	Grants for Pub for Asst and Rel	92057048	\$0.00	\$257,095.00	\$257,095.00
<b>Sub Total</b>				<b>\$2,972,258.00</b>	<b>\$1,028,381.00</b>	<b>\$4,000,639.00</b>

Vendor Name <b>Granite Pathways Manchester</b>				Vendor # 228900		
State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	\$1,331,471.00	\$0.00	\$1,331,471.00
2020	102/500731	Contracts for Program Services	92057040	\$2,349,699.00	\$0.00	\$2,349,699.00
<b>Sub Total</b>				<b>\$3,681,170.00</b>	<b>\$0.00</b>	<b>\$3,681,170.00</b>

Vendor Name <b>Granite Pathways Nashua</b>				Vendor # 228900		
State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	\$1,348,973.00	\$0.00	\$1,348,973.00
2020	102/500731	Contracts for Program Services	92057040	\$1,865,736.00	\$0.00	\$1,865,736.00
<b>Sub Total</b>				<b>\$3,214,709.00</b>	<b>\$0.00</b>	<b>\$3,214,709.00</b>

Vendor Name <b>Littleton Regional</b>				Vendor # 177162		
State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	\$223,135.00	\$0.00	\$223,135.00
2020	102/500731	Contracts for Program Services	92057040	\$882,805.00	\$0.00	\$882,805.00
2021	102/500731	Contracts for Program Services	92057040	\$203,750.00	\$0.00	\$203,750.00
2021	102/500731	Contracts for Program Services	92057047	\$175,000.00	\$0.00	\$175,000.00
2021	102/500731	Contracts for Program Services	92057048	\$423,333.00	\$0.00	\$423,333.00
2022	102/500731	Contracts for Program Services	92057048	\$211,666.00	\$0.00	\$211,666.00
2022	074/500585	Grants for Pub for Asst and Rel	92057048	\$0.00	\$521,960.00	\$521,960.00
2023	074/500585	Grants for Pub for Asst and Rel	92057048	\$0.00	\$173,987.00	\$173,987.00
<b>Sub Total</b>				<b>\$2,119,689.00</b>	<b>\$695,947.00</b>	<b>\$2,815,636.00</b>

Vendor Name <b>LRGHealthcare</b>				Vendor # 177161		
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**DEPARTMENT OF HEALTH AND HUMAN SERVICES  
FISCAL DETAILS SHEET  
ACCESS AND DELIVERY HUB FOR OPIOID USE DISORDER SERVICES**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	\$500,000.00	\$0.00	\$500,000.00
2020	102/500731	Contracts for Program Services	92057040	\$642,114.00	\$0.00	\$642,114.00
2021	102/500731	Contracts for Program Services	92057040	\$205,000.00	\$0.00	\$205,000.00
2021	102/500731	Contracts for Program Services	92057047	\$178,000.00	\$0.00	\$178,000.00
2021	102/500731	Contracts for Program Services	92057048	\$430,000.00	\$0.00	\$430,000.00
2022	102/500731	Contracts for Program Services	92057048	\$215,000.00	\$0.00	\$215,000.00
		<b>Sub Total</b>		<b>\$2,170,114.00</b>	<b>\$0.00</b>	<b>\$2,170,114.00</b>

Vendor Name **Mary Hitchcock**

Vendor # 177180

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	\$449,937.00	\$0.00	\$449,937.00
2020	102/500731	Contracts for Program Services	92057040	\$2,575,109.00	\$0.00	\$2,575,109.00
2021	102/500731	Contracts for Program Services	92057040	\$383,958.00	\$0.00	\$383,958.00
2021	102/500731	Contracts for Program Services	92057047	\$430,000.00	\$0.00	\$430,000.00
2021	102/500731	Contracts for Program Services	92057048	\$947,333.00	\$0.00	\$947,333.00
2022	102/500731	Contracts for Program Services	92057048	\$473,666.00	\$0.00	\$473,666.00
2022	074/500585	Grants for Pub for Asst and Rel	92057048	\$0.00	\$1,115,876.00	\$1,115,876.00
2023	074/500585	Grants for Pub for Asst and Rel	92057048	\$0.00	\$371,959.00	\$371,959.00
		<b>Sub Total</b>		<b>\$5,260,003.00</b>	<b>\$1,487,835.00</b>	<b>\$6,747,838.00</b>

Vendor Name **Wentworth Douglass**

Vendor # 177187

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	\$537,063.00	\$0.00	\$537,063.00
2020	102/500731	Contracts for Program Services	92057040	\$1,806,752.00	\$0.00	\$1,806,752.00
2021	102/500731	Contracts for Program Services	92057040	\$240,675.00	\$0.00	\$240,675.00
2021	102/500731	Contracts for Program Services	92057047	\$299,000.00	\$0.00	\$299,000.00
2021	102/500731	Contracts for Program Services	92057048	\$691,360.00	\$0.00	\$691,360.00
2022	102/500731	Contracts for Program Services	92057048	\$345,680.00	\$0.00	\$345,680.00
2022	074/500585	Grants for Pub for Asst and Rel	92057048	\$0.00	\$852,607.00	\$852,607.00
2023	074/500585	Grants for Pub for Asst and Rel	92057048	\$0.00	\$284,203.00	\$284,203.00
		<b>Sub Total</b>		<b>\$3,920,530.00</b>	<b>\$1,136,810.00</b>	<b>\$5,057,340.00</b>

Vendor Name **Catholic Medical Center**

Vendor # 177240

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	\$0.00	\$0.00	\$0.00
2020	102/500731	Contracts for Program Services	92057040	\$345,019.00	\$0.00	\$345,019.00
2021	102/500731	Contracts for Program Services	92057040	\$724,614.00	\$0.00	\$724,614.00
2021	102/500731	Contracts for Program Services	92057047	\$802,501.00	\$0.00	\$802,501.00
2021	102/500731	Contracts for Program Services	92057048	\$1,846,000.00	\$0.00	\$1,846,000.00
2022	102/500731	Contracts for Program Services	92057048	\$923,000.00	\$0.00	\$923,000.00
2022	074/500585	Grants for Pub for Asst and Rel	92057048	\$0.00	\$2,182,534.00	\$2,182,534.00
2023	074/500585	Grants for Pub for Asst and Rel	92057048	\$0.00	\$727,512.00	\$727,512.00
		<b>Sub Total</b>		<b>\$4,641,134.00</b>	<b>\$2,910,046.00</b>	<b>\$7,551,180.00</b>

Vendor Name **Southern New Hampshire Health Systems, Inc.**

Vendor # 177321

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	\$0.00	\$0.00	\$0.00
2020	102/500731	Contracts for Program Services	92057040	\$223,242.00	\$0.00	\$223,242.00
2021	102/500731	Contracts for Program Services	92057040	\$522,272.00	\$0.00	\$522,272.00
2021	102/500731	Contracts for Program Services	92057047	\$580,000.00	\$0.00	\$580,000.00
2021	102/500731	Contracts for Program Services	92057048	\$1,280,000.00	\$0.00	\$1,280,000.00
2022	102/500731	Contracts for Program Services	92057048	\$640,000.00	\$0.00	\$640,000.00
2022	074/500585	Grants for Pub for Asst and Rel	92057048	\$0.00	\$1,259,648.00	\$1,259,648.00
2023	074/500585	Grants for Pub for Asst and Rel	92057048	\$0.00	\$419,883.00	\$419,883.00
		<b>Sub Total</b>		<b>\$3,245,514.00</b>	<b>\$1,679,531.00</b>	<b>\$4,925,045.00</b>

Vendor Name **Concord Hospital - Laconia**

Vendor # 355356

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2021	102/500731	Contracts for Program Services	92057048	\$200,000.00	\$0.00	\$200,000.00
2022	102/500731	Contracts for Program Services	92057048	\$215,000.00	\$0.00	\$215,000.00
2022	074/500585	Contracts for Program Services	92057048	\$0.00	\$547,404.00	\$547,404.00
2023	074/500585	Contracts for Program Services	92057048	\$0.00	\$182,468.00	\$182,468.00
		<b>Sub Total</b>		<b>\$415,000.00</b>	<b>\$729,872.00</b>	<b>\$1,144,872.00</b>



**DEPARTMENT OF HEALTH AND HUMAN SERVICES  
FISCAL DETAILS SHEET  
ACCESS AND DELIVERY HUB FOR OPIOID USE DISORDER SERVICES**

<b>SOR Total</b>	<b>\$36,139,458.00</b>	<b>\$11,040,103.00</b>	<b>\$47,179,561.00</b>
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05-92-92-920510-19810000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG AND ALCOHOL SERVICES, SABG ADDITIONAL

**100% Federal Funds**

Vendor Name <b>Androscoggin Valley</b>				Vendor # 177220		
State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2022	501-500425	Payments to Clients	TBD	\$0.00	\$16,665.00	\$16,665.00
		<b>Sub Total</b>		<b>\$0.00</b>	<b>\$16,665.00</b>	<b>\$16,665.00</b>

Vendor Name <b>Concord Hospital, Inc.</b>				Vendor # 177653		
State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2022	501-500425	Payments to Clients	TBD	\$0.00	\$16,665.00	\$16,665.00
		<b>Sub Total</b>		<b>\$0.00</b>	<b>\$16,665.00</b>	<b>\$16,665.00</b>

Vendor Name <b>Cheshire</b>				Vendor # 155405		
State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2022	501-500425	Payments to Clients	TBD	\$0.00	\$16,665.00	\$16,665.00
		<b>Sub Total</b>		<b>\$0.00</b>	<b>\$16,665.00</b>	<b>\$16,665.00</b>

Vendor Name <b>Littleton Regional</b>				Vendor # 177162		
State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2022	501-500425	Payments to Clients	TBD	\$0.00	\$16,665.00	\$16,665.00
		<b>Sub Total</b>		<b>\$0.00</b>	<b>\$16,665.00</b>	<b>\$16,665.00</b>

Vendor Name <b>Mary Hitchcock</b>				Vendor # 177160		
State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2022	501-500425	Payments to Clients	TBD	\$0.00	\$16,665.00	\$16,665.00
		<b>Sub Total</b>		<b>\$0.00</b>	<b>\$16,665.00</b>	<b>\$16,665.00</b>

Vendor Name <b>Wentworth Douglass</b>				Vendor # 177187		
State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2022	501-500425	Payments to Clients	TBD	\$0.00	\$16,665.00	\$16,665.00
		<b>Sub Total</b>		<b>\$0.00</b>	<b>\$16,665.00</b>	<b>\$16,665.00</b>

Vendor Name <b>Catholic Medical Center</b>				Vendor # 177240		
State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2022	501-500425	Payments to Clients	TBD	\$0.00	\$16,665.00	\$16,665.00
		<b>Sub Total</b>		<b>\$0.00</b>	<b>\$16,665.00</b>	<b>\$16,665.00</b>

Vendor Name <b>Southern New Hampshire Health Systems, Inc.</b>				Vendor # 177321		
State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2022	501-500425	Payments to Clients	TBD	\$0.00	\$16,665.00	\$16,665.00
		<b>Sub Total</b>		<b>\$0.00</b>	<b>\$16,665.00</b>	<b>\$16,665.00</b>

Vendor Name <b>Concord Hospital, Inc. - Laconia</b>				Vendor # 355356		
State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2022	501-500425	Payments to Clients	TBD	\$0.00	\$16,665.00	\$16,665.00
		<b>Sub Total</b>		<b>\$0.00</b>	<b>\$16,665.00</b>	<b>\$16,665.00</b>

<b>SABG Total</b>	<b>\$0.00</b>	<b>\$149,985.00</b>	<b>\$149,985.00</b>
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05-95-92-920510-33820000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS

**100% Other Funds**

Vendor Name <b>Androscoggin Valley</b>				Vendor # 177220		
State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2021	102/500731	Contracts for Program Services	92058501	\$18,750.00	\$0.00	\$18,750.00



**DEPARTMENT OF HEALTH AND HUMAN SERVICES  
FISCAL DETAILS SHEET  
ACCESS AND DELIVERY HUB FOR OPIOID USE DISORDER SERVICES**

2022	102/500731	Contracts for Program Services	92058501	\$6,250.00	\$0.00	\$6,250.00
		<b>Sub Total</b>		<b>\$25,000.00</b>	<b>\$0.00</b>	<b>\$25,000.00</b>

<b>Vendor Name Concord</b>				<b>Vendor # 177653</b>		
State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2021	102/500731	Contracts for Program Services	92058501	\$73,481.00	\$0.00	\$73,481.00
2022	102/500731	Contracts for Program Services	92058501	\$24,493.00	\$0.00	\$24,493.00
		<b>Sub Total</b>		<b>\$97,974.00</b>	<b>\$0.00</b>	<b>\$97,974.00</b>

<b>Vendor Name Cheshire</b>				<b>Vendor # 155405</b>		
State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2021	102/500731	Contracts for Program Services	92058501	\$68,812.00	\$0.00	\$68,812.00
2022	102/500731	Contracts for Program Services	92058501	\$22,870.00	\$0.00	\$22,870.00
		<b>Sub Total</b>		<b>\$91,682.00</b>	<b>\$0.00</b>	<b>\$91,682.00</b>

<b>Vendor Name Littleton Regional</b>				<b>Vendor # 177182</b>		
State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2021	102/500731	Contracts for Program Services	92058501	\$18,750.00	\$0.00	\$18,750.00
2022	102/500731	Contracts for Program Services	92058501	\$6,250.00	\$0.00	\$6,250.00
		<b>Sub Total</b>		<b>\$25,000.00</b>	<b>\$0.00</b>	<b>\$25,000.00</b>

<b>Vendor Name LRGHealthcare</b>				<b>Vendor # 177161</b>		
State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2021	102/500731	Contracts for Program Services	92058501	\$110,222.00	\$0.00	\$110,222.00
2022	102/500731	Contracts for Program Services	92058501	\$36,740.00	\$0.00	\$36,740.00
		<b>Sub Total</b>		<b>\$146,962.00</b>	<b>\$0.00</b>	<b>\$146,962.00</b>

<b>Vendor Name Mary Hitchcock</b>				<b>Vendor # 177160</b>		
State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2021	102/500731	Contracts for Program Services	92058501	\$39,396.00	\$0.00	\$39,396.00
2022	102/500731	Contracts for Program Services	92058501	\$13,132.00	\$0.00	\$13,132.00
		<b>Sub Total</b>		<b>\$52,528.00</b>	<b>\$0.00</b>	<b>\$52,528.00</b>

<b>Vendor Name Wentworth Douglass</b>				<b>Vendor # 177167</b>		
State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2021	102/500731	Contracts for Program Services	92058501	\$141,652.00	\$0.00	\$141,652.00
2022	102/500731	Contracts for Program Services	92058501	\$47,217.00	\$0.00	\$47,217.00
		<b>Sub Total</b>		<b>\$188,869.00</b>	<b>\$0.00</b>	<b>\$188,869.00</b>

<b>Vendor Name Catholic Medical Center</b>				<b>Vendor # 177240</b>		
State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2021	102/500731	Contracts for Program Services	92058501	\$208,492.00	\$0.00	\$208,492.00
2022	102/500731	Contracts for Program Services	92058501	\$69,497.00	\$0.00	\$69,497.00
		<b>Sub Total</b>		<b>\$277,989.00</b>	<b>\$0.00</b>	<b>\$277,989.00</b>

<b>Vendor Name Southern New Hampshire Health Systems, Inc.</b>				<b>Vendor # 177321</b>		
State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2021	102/500731	Contracts for Program Services	92058501	\$70,643.00	\$0.00	\$70,643.00
2022	102/500731	Contracts for Program Services	92058501	\$23,547.00	\$0.00	\$23,547.00
		<b>Sub Total</b>		<b>\$94,190.00</b>	<b>\$0.00</b>	<b>\$94,190.00</b>

<b>Vendor Name Concord Hospital - Laconia</b>				<b>Vendor # 177321</b>		
State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2021	102/500731	Contracts for Program Services	92058501	\$109,222.00	\$0.00	\$109,222.00
2022	102/500731	Contracts for Program Services	92058501	\$36,740.00	\$0.00	\$36,740.00
		<b>Sub Total</b>		<b>\$145,962.00</b>	<b>\$0.00</b>	<b>\$145,962.00</b>

<b>GC Total</b>	<b>\$1,145,956.00</b>	<b>\$0.00</b>	<b>\$1,145,956.00</b>
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05-95-92-620510-2559 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV OF, BUREAU OF DRUG & ALCOHOL SERVICES, OPIOID STR GRANT



**DEPARTMENT OF HEALTH AND HUMAN SERVICES  
FISCAL DETAILS SHEET  
ACCESS AND DELIVERY HUB FOR OPIOID USE DISORDER SERVICES**

**100% Federal Funds**

Vendor Name <b>Androscoggin Valley</b>				Vendor # 177220		
State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92052561	\$16,000.00	\$0.00	\$16,000.00
		<b>Sub Total</b>		<b>\$16,000.00</b>	<b>\$0.00</b>	<b>\$16,000.00</b>

Vendor Name <b>Granite Pathways Manchester</b>				Vendor # 228900		
State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92052561	\$150,000.00	\$0.00	\$150,000.00
		<b>Sub Total</b>		<b>\$150,000.00</b>	<b>\$0.00</b>	<b>\$150,000.00</b>

Vendor Name <b>Granite Pathways Nashua</b>				Vendor # 228900		
State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92052561	\$150,000.00	\$0.00	\$150,000.00
		<b>Sub Total</b>		<b>\$150,000.00</b>	<b>\$0.00</b>	<b>\$150,000.00</b>

Vendor Name <b>Littleton Regional Hospital</b>				Vendor # 177162		
State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92052561	\$16,000.00	\$0.00	\$16,000.00
		<b>Sub Total</b>		<b>\$16,000.00</b>	<b>\$0.00</b>	<b>\$16,000.00</b>

<b>STR Total</b>	<b>\$332,000.00</b>	<b>\$0.00</b>	<b>\$332,000.00</b>
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<b>GRAND TOTALS</b>	<b>\$37,617,414.00</b>	<b>\$11,190,088.00</b>	<b>\$48,807,502.00</b>
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**State of New Hampshire  
Department of Health and Human Services  
Amendment #4**

This Amendment to the Access and Delivery Hub for Opioid Use Disorder Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Androscoggin Valley Hospital, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on October 31, 2018 (Item #17A), as amended on August 28, 2019 (Item #10), as amended June 24, 2020 (Item #31), as amended February 3, 2021, (Item #10), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Section 3, Renewal, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:  
September 29, 2022.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$2,619,257.
3. Modify Exhibit A – Amendment #3, Scope of Services, Section 11, SOR Grant Standards, Subsection 11.1., to read:  
11.1. Reserved
4. Modify Exhibit A – Amendment #3, Scope of Services, Section 11, SOR Grant Standards, Subsection 11.11., to read:
  - 11.11. The Contractor shall ensure that SOR grant funds are not used to purchase, prescribe, or provide marijuana or provide treatment using marijuana. The Contractor shall ensure:
    - 11.11.1. Treatment in this context includes the treatment of opioid use disorder (OUD).
    - 11.11.2. Grant funds are not provided to any individual who, or organization that, provides or permits marijuana use for the purposes of treating substance use or mental health disorders.
    - 11.11.3. This marijuana restriction applies to all subcontracts and memorandums of understanding (MOU) that receive SOR funding.
5. Modify Exhibit A – Amendment #3, Scope of Services, Section 11, SOR Grant Standards, Subsection 11.12., to read:
  - 11.12. The Contractor shall provide a Fentanyl test strip utilization plan to the Department for approval prior to implementation. The Contractor shall ensure the utilization plan includes:
    - 11.12.1. Internal policies for the distribution of Fentanyl strips;
    - 11.12.2. Distribution methods and frequency; and
    - 11.12.3. Other key data, as requested by the Department.

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9/16/2021



6. Modify Exhibit A – Amendment #3, Scope of Services, Section 11, SOR Grant Standards, by adding Subsection 11.13., to read:

11.13. The Contractor shall provide a contingency management plan to the Department for approval prior to implementation of the contingency management plan. The Contractor shall ensure the contingency management plan includes:

11.13.1. Contingency management strategies to reward and incentivize individual treatment compliance;

11.13.2. Identified allowable contingency rewards, as approved by the Department, ensuring:

11.13.2.1. The maximum value per contingency does not exceed \$15; and

11.13.2.2. The maximum number of contingencies per year per individual does not exceed five (5); and

11.13.2.3. The maximum dollar value of all contingencies per individual does not exceed \$75 per year; and

11.13.3. Other key data, as requested by the Department.

7. Modify Exhibit A – Amendment #3, Scope of Services, Section 11, SOR Grant Standards, by adding Subsection 11.14., to read:

11.14. The Contractor shall refer to Exhibit B – Amendment #4 for grant terms and conditions including, but not limited to:

11.14.1. Invoicing.

11.14.2. Funding restrictions.

11.14.3. Billing.

8. Modify Exhibit B Amendment #3 Methods and Conditions Precedent to Payment by replacing in its entirety with Exhibit B – Amendment #4, Methods and Conditions Precedent to Payment, in order to update payment terms, billing standards and various references to budgets, which is attached hereto and incorporated by reference herein.
9. Add Exhibit B-9 Amendment #4, SOR II Budget which is attached hereto and incorporated by reference herein.
10. Add Exhibit B-10 Amendment #4, SOR II Budget which is attached hereto and incorporated by reference herein.



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

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

State of New Hampshire  
Department of Health and Human Services

9/16/2021

Date

DocuSigned by:

*Katja Fox*

ED9C05B04C83442

Name: Katja Fox

Title: Director

Androscoggin Valley Hospital, Inc.

9/16/2021

Date

DocuSigned by:

*Michael Peterson*

07C6B7BC261A477...

Name: Michael Peterson

Title: president & CEO



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

OFFICE OF THE ATTORNEY GENERAL

9/16/2021

Date

DocuSigned by:

J. Christopher Marshall

OSRD-45853001403  
Name: J. Christopher Marshall

Title: Assistant Attorney General

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:



New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services



**EXHIBIT B – Amendment #4**

**Methods and Conditions Precedent to Payment**

1. This Agreement is funded by:
  - 1.1. 98.41% Federal funds from the State Opioid Response Grant, as awarded on 08/30/2018, by the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, CFDA #93.788, FAIN H79TI081685, and as awarded on 09/30/2020, by the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, CFDA #93.788, FAIN H79TI083326, and as awarded on 08/09/2021, by the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, CFDA #93.788, FAIN H79TI083326; and
  - 1.2. 0.64% Federal funds from the Substance Abuse Prevention & Treatment Block Grant-SABG FY21 COVID Emergency Funds, as awarded on 03/11/2021, by the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, , CFDA #93.959, FAIN TI083509.
  - 1.3. 0.95% Other Funds from Governor's Commission on Alcohol and Other Drug Abuse Prevention, Intervention and Treatment Funds, effective from 9/30/2020 through 9/29/2021.
2. Governor Commission Funds
  - 2.1. The Contractor shall utilize funds in Exhibit B-5 Amendment #3 GovComm and Exhibit B-7 Amendment #3 GovComm for the purpose of providing services and supports to clients whose needs do not make them eligible to receive SOR-funded services and supports.
  - 2.2. The Contractor shall collaborate with the Department to determine appropriate services and supports along with developing and submitting reports and invoices that are separate from reports and invoices submitted for SOR grant funds.
3. SABG FY21 COVID Emergency Funds
  - 3.1. The Contractor shall collaborate with the Department to determine appropriate services and supports along with developing and submitting reports and invoices that are separate from reports and invoices submitted for SOR grant funds.
4. For the purposes of this Agreement:
  - 4.1. The Department has identified the Contractor as a Subrecipient, in accordance with 2 CFR §200.330.
  - 4.2. The Department has identified this Contract as NON-R&D, in accordance with 2 CFR §200.87.
  - 4.3. The de minimis Indirect Cost Rate of 10% applies in accordance with 2 CFR §200.414.



**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**



**EXHIBIT B – Amendment #4**

5. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibit B-1, Budget through Exhibit B-10 Amendment #4 SOR II Budget.
6. The Contractor shall seek payment for services, as follows:
  - 6.1. First, the Contractor shall charge the client's private insurance or other payor sources.
  - 6.2. Second, the Contractor shall charge Medicare.
  - 6.3. Third, the Contractor shall charge Medicaid enrolled individuals, as follows:
    - 6.3.1. Medicaid Care Management: If enrolled with a Managed Care Organization (MCO), the Contractor shall be paid in accordance with its contract with the MCO.
    - 6.3.2. Medicaid Fee for Service: The Contractor shall bill Medicaid for services on the Fee for Service (FFS) schedule.
  - 6.4. Fourth, the Contractor shall charge the client in accordance with the Sliding Fee Scale Program.
  - 6.5. Lastly, if any portion of the amount specified in the Sliding Fee Scale remains unpaid, charge the Department for the unpaid balance.
7. The Contractor shall submit an invoice and supporting backup documentation in a form satisfactory to the State by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment. Invoices shall be net any other revenue received towards the services billed in fulfillment of this agreement. The Contractor shall ensure:
  - 7.1. Backup documentation includes, but is not limited to:
    - 7.1.1. General Ledger showing revenue and expenses for the contract.
    - 7.1.2. Timesheets and/or time cards that support the hours employees worked for wages reported under this contract.
      - 7.1.2.1. Per 45 CFR Part 75.430(i)(1) Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed.
      - 7.1.2.2. Attestation and time tracking templates, which are available to the Department upon request.
    - 7.1.3. Invoices supporting expenses reported:
      - 7.1.3.1. Unallowable expenses include, but are not limited to:
        - 7.1.3.1.1. amounts belonging to other programs.
        - 7.1.3.1.2. Amounts prior to effective date of contract.

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New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services



**EXHIBIT B – Amendment #4**

- 7.1.3.1.3. Construction or renovation expenses.
  - 7.1.3.1.4. Food or water for employees.
  - 7.1.3.1.5. Directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana.
  - 7.1.3.1.6. Fines, fees, or penalties.
  - 7.1.3.1.7. Per SAMSHA requirements, meals are generally unallowable unless they are an integral part of a conference grant or specifically stated as an allowable expense in the FOA. Grant funds may be used for light snacks, not to exceed three dollars (\$3.00) per person for clients.
  - 7.1.3.1.8. Cell phones and cell phone minutes for clients.
  - 7.1.4. Receipts for expenses within the applicable state fiscal year.
  - 7.1.5. Cost center reports.
  - 7.1.6. Profit and loss report.
  - 7.1.7. Remittance Advices from the insurances billed. Remittance Advices do not need to be supplied with the invoice, but should be retained to be available upon request.
  - 7.1.8. Information requested by the Department verifying allocation or offset based on third party revenue received.
  - 7.1.9. Summaries of patient services revenue and operating revenue and other financial information as requested by the Department.
9. The Contractor is responsible for reviewing, understanding, and complying with further restrictions included in the Funding Opportunity Announcement (FOA).
10. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to DHHS.DBHInvoicesBDAS@dhhs.nh.gov, or invoices may be mailed to:
- SOR Financial Manager  
Department of Health and Human Services  
105 Pleasant Street  
Concord, NH 03301
11. The Contractor agrees that billing submitted for review after twenty (20) business days of the last day of the billing month may be subject to non-payment.
12. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
13. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
14. The Contractor must provide the services in Exhibit A – Amendment #3, Scope of Services, in compliance with funding requirements.

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**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**



**EXHIBIT B – Amendment #4**

15. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit A – Amendment #3, Scope of Services, including failure to submit required monthly and/or quarterly reports.
16. Notwithstanding Paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
17. Audits
  - 17.1. The Contractor is required to submit an annual audit to the Department if any of the following conditions exist:
    - 17.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
    - 17.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
    - 17.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
  - 17.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
  - 17.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
  - 17.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.
  - 17.5. 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.
18. Maintenance of Fiscal Integrity



**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**



**EXHIBIT B – Amendment #4**

- 18.1. In order to enable the Department to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to the Department monthly, the Balance Sheet, Profit and Loss Statement (total organization and program-level), and Cash Flow Statement for the Contractor. Program-level Profit and Loss Statement shall include all revenue sources and all related expenditures for that program. The program-level Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. Outside of the program-level Profit and Loss Statement and budget to actual analysis, all other statements shall be reflective of the entire Partnership for Successful Living organization and shall be submitted on the same day the reports are submitted to the Board, but no later than the fourth Wednesday of the month. Additionally, the contractor will provide interim profit and loss statements for every program area, reported as of the 20<sup>th</sup> of the month, by the last day of every month.
- 18.2. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement.
- 18.3. The Contractor shall inform the Department by phone and by email within five business days when any Executive Management, Board Officers, or Program Managers for Department contracts submits a resignation or leaves for any other reason.



Exhibit B-9 Amendment #4 SOR I Budget

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

Contractor Name: Androscoggin Valley Hospital, Inc.

Project Title: Access and Delivery Hub for Opioid Use Disorder Services

Budget Period: SFY22 09/30/21-04/30/22

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 4,200.00	\$ -	\$ 4,200.00	\$ -	\$ -	\$ -	\$ 4,200.00	\$ -	\$ 4,200.00
2. Employee Benefits	\$ 420.00	\$ -	\$ 420.00	\$ -	\$ -	\$ -	\$ 420.00	\$ -	\$ 420.00
3. Consultants	\$ 4,200.00	\$ -	\$ 4,200.00	\$ -	\$ -	\$ -	\$ 4,200.00	\$ -	\$ 4,200.00
4. Equipment:	\$ 1,500.00	\$ -	\$ 1,500.00	\$ -	\$ -	\$ -	\$ 1,500.00	\$ -	\$ 1,500.00
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00	\$ -	\$ 500.00
5. Supplies:	\$ 42,000.00	\$ -	\$ 42,000.00	\$ -	\$ -	\$ -	\$ 42,000.00	\$ -	\$ 42,000.00
Educational	\$ 1,200.00	\$ -	\$ 1,200.00	\$ -	\$ -	\$ -	\$ 1,200.00	\$ -	\$ 1,200.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 3,500.00	\$ -	\$ 3,500.00	\$ -	\$ -	\$ -	\$ 3,500.00	\$ -	\$ 3,500.00
7. Occupancy	\$ 40,000.00	\$ -	\$ 40,000.00	\$ -	\$ -	\$ -	\$ 40,000.00	\$ -	\$ 40,000.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 1,495.00	\$ -	\$ 1,495.00	\$ -	\$ -	\$ -	\$ 1,495.00	\$ -	\$ 1,495.00
Postage	\$ 520.00	\$ -	\$ 520.00	\$ -	\$ -	\$ -	\$ 520.00	\$ -	\$ 520.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 4,000.00	\$ -	\$ 4,000.00	\$ -	\$ -	\$ -	\$ 4,000.00	\$ -	\$ 4,000.00
11. Staff Education and Training	\$ 4,000.00	\$ -	\$ 4,000.00	\$ -	\$ -	\$ -	\$ 4,000.00	\$ -	\$ 4,000.00
12. Subcontracts/Agreements	\$ 334,771.00	\$ -	\$ 334,771.00	\$ -	\$ -	\$ -	\$ 334,771.00	\$ -	\$ 334,771.00
13. Other (Support Client Unmet needs)	\$ 16,665.00	\$ -	\$ 16,665.00	\$ -	\$ -	\$ -	\$ 16,665.00	\$ -	\$ 16,665.00
14. Other Flex Funds	\$ 32,500.00	\$ -	\$ 32,500.00	\$ -	\$ -	\$ -	\$ 32,500.00	\$ -	\$ 32,500.00
15. Contingency Management	\$ 15,000.00	\$ -	\$ 15,000.00	\$ -	\$ -	\$ -	\$ 15,000.00	\$ -	\$ 15,000.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 506,471.00</b>	<b>\$ -</b>	<b>\$ 506,471.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 506,471.00</b>	<b>\$ -</b>	<b>\$ 506,471.00</b>

Indirect As A Percent of Direct

0.0%



Exhibit B-10 Amendment #4 SOR II Budget

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

Contractor Name: Androscoggin Valley Hospital, Inc.

Project Title: Access and Delivery Hub for Opioid Use Disorder Services

Budget Period: SFY23 07/01/2022-09/29/2022

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 1,400.00	\$ -	\$ 1,400.00	\$ -	\$ -	\$ -	\$ 1,400.00	\$ -	\$ 1,400.00
2. Employee Benefits	\$ 140.00	\$ -	\$ 140.00	\$ -	\$ -	\$ -	\$ 140.00	\$ -	\$ 140.00
3. Consultants	\$ 1,344.00	\$ -	\$ 1,344.00	\$ -	\$ -	\$ -	\$ 1,344.00	\$ -	\$ 1,344.00
4. Equipment:	\$ 450.00	\$ -	\$ 450.00	\$ -	\$ -	\$ -	\$ 450.00	\$ -	\$ 450.00
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 250.00	\$ -	\$ 250.00	\$ -	\$ -	\$ -	\$ 250.00	\$ -	\$ 250.00
5. Supplies:	\$ 14,785.00	\$ -	\$ 14,785.00	\$ -	\$ -	\$ -	\$ 14,785.00	\$ -	\$ 14,785.00
Educational	\$ 750.00	\$ -	\$ 750.00	\$ -	\$ -	\$ -	\$ 750.00	\$ -	\$ 750.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 1,500.00	\$ -	\$ 1,500.00	\$ -	\$ -	\$ -	\$ 1,500.00	\$ -	\$ 1,500.00
7. Occupancy	\$ 13,200.00	\$ -	\$ 13,200.00	\$ -	\$ -	\$ -	\$ 13,200.00	\$ -	\$ 13,200.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00	\$ -	\$ 500.00
Postage	\$ 200.00	\$ -	\$ 200.00	\$ -	\$ -	\$ -	\$ 200.00	\$ -	\$ 200.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 1,500.00	\$ -	\$ 1,500.00	\$ -	\$ -	\$ -	\$ 1,500.00	\$ -	\$ 1,500.00
11. Staff Education and Training	\$ 1,500.00	\$ -	\$ 1,500.00	\$ -	\$ -	\$ -	\$ 1,500.00	\$ -	\$ 1,500.00
12. Subcontracts/Agreements	\$ 114,250.00	\$ -	\$ 114,250.00	\$ -	\$ -	\$ -	\$ 114,250.00	\$ -	\$ 114,250.00
13. Other (Flex Funds):	\$ 11,500.00	\$ -	\$ 11,500.00	\$ -	\$ -	\$ -	\$ 11,500.00	\$ -	\$ 11,500.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 163,269.00</b>	<b>\$ -</b>	<b>\$ 163,269.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 163,269.00</b>	<b>\$ -</b>	<b>\$ 163,269.00</b>

Indirect As A Percent of Direct

0.0%



# State of New Hampshire

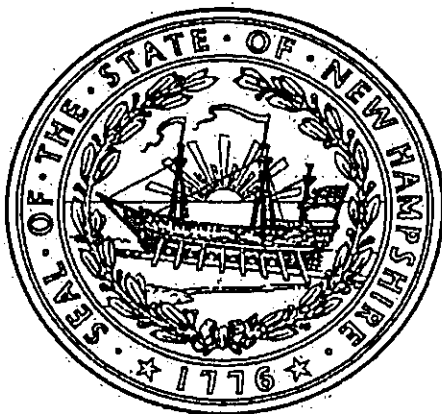
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that ANDROSCOGGIN VALLEY HOSPITAL, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on November 28, 1969. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 61184

Certificate Number: 0005426592



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 25th day of August A.D. 2021.

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

William M. Gardner  
Secretary of State



**CERTIFICATE OF AUTHORITY**

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

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

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on August 26, 2021, at which a quorum of the Directors/shareholders were present and voting.  
(Date)

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

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

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

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

Dated: Aug 31, 2021

Donna R. Goodrich

Signature of Elected Officer

Name: DONNA GOODRICH

Title: PRESIDENT








# Doorway Grant Certificate of Authority

Final Audit Report

2021-08-31

Created:	2021-08-31
By:	Jillian Hammond (Jillian.Hammond@avnhn.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAACzyRvCG19qiIJJ_dXDYqDeyrEYhIfoMV

## "Doorway Grant Certificate of Authority" History

-  Document created by Jillian Hammond (Jillian.Hammond@avnhn.org)  
2021-08-31 - 12:39:35 PM GMT- IP address: 165.225.220.113
-  Document emailed to DONNA GOODRICH (donnag@top-furniture.com) for signature  
2021-08-31 - 12:40:19 PM GMT
-  Email viewed by DONNA GOODRICH (donnag@top-furniture.com)  
2021-08-31 - 1:30:04 PM GMT- IP address: 74.77.135.145
-  Document e-signed by DONNA GOODRICH (donnag@top-furniture.com)  
Signature Date: 2021-08-31 - 1:32:12 PM GMT - Time Source: server- IP address: 74.77.135.145
-  Agreement completed.  
2021-08-31 - 1:32:12 PM GMT





# CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)

09/09/2021

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

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

<b>PRODUCER</b> Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT NAME:</b> Willis Towers Watson Certificate Center <b>PHONE (A/C, No, Ext):</b> 1-877-945-7378 <b>FAX (A/C, No):</b> 1-888-467-2378 <b>E-MAIL ADDRESS:</b> certificates@willis.com																					
<b>INSURED</b> Androscoggin Valley Hospital 59 Page Hill Road Berlin, NH 03570	<table border="1"><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>ProSelect Insurance Company</td><td>10638</td></tr><tr><td>INSURER B:</td><td>Associated Industries of Massachusetts Mut</td><td>33758</td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	ProSelect Insurance Company	10638	INSURER B:	Associated Industries of Massachusetts Mut	33758	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A:	ProSelect Insurance Company	10638																				
INSURER B:	Associated Industries of Massachusetts Mut	33758																				
INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

**COVERAGES**

CERTIFICATE NUMBER: W21948742

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 SUBR INSD WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		002NH000032947	10/01/2020	10/01/2021	EACH OCCURRENCE \$ 1,000,000	
		DAMAGE TO RENTED PREMISES (Ea occurrence) \$					
		MED EXP (Any one person) \$ 1,000					
		PERSONAL & ADV INJURY \$ 1,000,000					
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					GENERAL AGGREGATE \$ 3,000,000	
						PRODUCTS - COM/OP AGG \$	
							\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$	
						BODILY INJURY (Per person) \$	
						BODILY INJURY (Per accident) \$	
						PROPERTY DAMAGE (Per accident) \$	
						\$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE \$	
	DED <input type="checkbox"/> RETENTION \$					AGGREGATE \$	
						\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>	
		N/A				E.L. EACH ACCIDENT \$	
						E.L. DISEASE - EA EMPLOYEE \$	
						E.L. DISEASE - POLICY LIMIT \$	
B	Workers Compensation- AVH Per Statute		WMZ-800-8007357-2020A	10/01/2020	10/01/2021	E.L. EACH ACCIDENT 500,000.00 EL DISEASE - EACH EMP 500,000.00 E.L. DISEASE - LIMITS 500,000.00	

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

**CERTIFICATE HOLDER****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

State of NH  
Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301-3857

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**Androscoggin Valley  
Hospital**

(f)

## **AVH MISSION AND VISION STATEMENTS**

**The Mission Statement of Androscoggin Valley Hospital is:**

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

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





**CONSOLIDATED FINANCIAL STATEMENTS**

**and**

**SUPPLEMENTARY INFORMATION**

**September 30, 2020 and 2019**

**With Independent Auditor's Report**







## INDEPENDENT AUDITOR'S REPORT

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

We have audited the accompanying consolidated financial statements of Androscoggin Valley Hospital, Inc. and Subsidiaries, which comprise the consolidated balance sheets as of September 30, 2020 and 2019, and the related consolidated statements of operations, changes in net assets, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

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

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

### ***Auditor's Responsibility***

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

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

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

### ***Opinion***

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Androscoggin Valley Hospital, Inc. and Subsidiaries as of September 30, 2020 and 2019, and the results of their operations, changes in their net assets, and their cash flows for the years ended September 30, 2020 and 2019, in accordance with U.S. generally accepted accounting principles.



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

**Other Matters**

*Changes in Accounting Principles*

As discussed in Note 1 to the financial statements, in 2020 Androscoggin Valley Hospital, Inc. and Subsidiaries adopted Financial Accounting Standards Board (FASB) Accounting Standards Update (ASU) No. 2016-01, *Financial Instruments - Overall: Recognition and Measurement of Financial Assets and Financial Liabilities* and FASB ASU No. 2018-08, *Not-for-Profit Entities: Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made*. Our opinion is not modified with respect to these matters.

*Other Information*

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

*Berry Dunn McNeil & Parker, LLC*

Portland, Maine  
January 25, 2021



**ANDROSCOGGIN VALLEY HOSPITAL, INC. AND SUBSIDIARIES****Consolidated Balance Sheets****September 30, 2020 and 2019****ASSETS**

	<u>2020</u>	<u>2019</u>
Current assets		
Cash and cash equivalents	\$ 32,837,275	\$ 9,284,798
Patient accounts receivable, net	4,584,675	4,387,575
Other accounts receivable	2,582,061	2,180,380
Supplies	870,092	821,516
Prepaid expenses and other current assets	<u>1,085,809</u>	<u>742,798</u>
Total current assets	41,959,912	17,417,067
Assets limited as to use	26,302,711	26,371,048
Property and equipment, net	19,449,700	15,969,243
Other assets	<u>6,553,617</u>	<u>5,734,807</u>
 Total assets	 <u>\$ 94,265,940</u>	 <u>\$ 65,492,165</u>

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



## LIABILITIES AND NET ASSETS

	<u>2020</u>	<u>2019</u>
Current liabilities		
Current portion of long-term debt	\$ 917,956	\$ 886,288
Accounts payable and accrued expenses	4,831,926	2,771,568
Accrued salaries and related amounts	2,917,632	2,976,931
Provider relief funds	3,235,159	-
Paycheck Protection Program funds	5,299,926	-
Medicare accelerated payments	12,296,226	-
Estimated third-party payor settlements	<u>762,018</u>	<u>1,066,054</u>
Total current liabilities	30,260,843	7,700,841
Estimated third-party payor settlements	22,356,948	19,023,322
Long-term debt, excluding current portion	5,344,663	6,253,978
Deferred compensation	<u>6,541,431</u>	<u>5,727,618</u>
Total liabilities	<u>64,503,885</u>	<u>38,705,759</u>
Net assets		
Without donor restrictions	29,718,293	26,742,644
With donor restrictions	<u>43,762</u>	<u>43,762</u>
Total net assets	<u>29,762,055</u>	<u>26,786,406</u>
Total liabilities and net assets	<u>\$ 94,265,940</u>	<u>\$ 65,492,165</u>



**ANDROSCOGGIN VALLEY HOSPITAL, INC. AND SUBSIDIARIES****Consolidated Statements of Operations****Years Ended September 30, 2020 and 2019**

	<u>2020</u>	<u>2019</u>
Revenues and gains without donor restrictions		
Patient service revenue (net of contractual allowances and discounts)	\$ 57,958,391	\$ 59,533,412
Less provision for bad debts	<u>1,220,996</u>	<u>3,314,818</u>
Net patient service revenue	56,737,395	56,218,594
Other revenues	2,956,032	3,335,885
Provider relief fund revenue	<u>3,500,000</u>	<u>-</u>
Total revenues and gains without donor restrictions	<u>63,193,427</u>	<u>59,554,479</u>
Operating expenses		
Salaries, wages, and fringe benefits	33,671,898	32,196,824
Contract labor	4,830,601	4,853,994
Supplies and other	17,244,985	17,147,128
Medicaid enhancement tax	2,627,988	2,578,281
Depreciation	2,679,446	2,351,301
Interest	<u>236,471</u>	<u>264,321</u>
Total operating expenses	<u>61,291,389</u>	<u>59,391,849</u>
Operating income	<u>1,902,038</u>	<u>162,630</u>
Nonoperating gains (losses)		
Investment income, net	1,708,821	415,739
Contributions, net	(165,207)	(246,300)
Community benefit grant expense	(475,000)	(440,418)
Gain on investment in Great Northwoods Community Foundation	<u>4,997</u>	<u>7,189</u>
Nonoperating gains (losses), net	<u>1,073,611</u>	<u>(263,790)</u>
Excess (deficiency) of revenues and gains over expenses and losses	2,975,649	(101,160)
Change in net unrealized losses on investments	<u>-</u>	<u>(318,785)</u>
Increase (decrease) in net assets without donor restrictions	<u>\$ 2,975,649</u>	<u>\$ (419,945)</u>

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



**ANDROSCOGGIN VALLEY HOSPITAL, INC. AND SUBSIDIARIES****Consolidated Statements of Changes in Net Assets****Years Ended September 30, 2020 and 2019**

	<u>Net Assets without Donor Restrictions</u>	<u>Net Assets with Donor Restrictions</u>	<u>Total</u>
Balances, October 1, 2018	\$ 27,162,589	\$ 43,762	\$ 27,206,351
Deficiency of revenues and gains over expenses and losses	(101,160)	-	(101,160)
Net unrealized losses on investments	<u>(318,785)</u>	<u>-</u>	<u>(318,785)</u>
Net decrease in net assets	<u>(419,945)</u>	<u>-</u>	<u>(419,945)</u>
Balances, September 30, 2019	26,742,644	43,762	26,786,406
Excess of revenues and gains over expenses and losses and net decrease in net assets	<u>2,975,649</u>	<u>-</u>	<u>2,975,649</u>
Net increase in net assets	<u>2,975,649</u>	<u>-</u>	<u>2,975,649</u>
Balances, September 30, 2020	<u>\$ 29,718,293</u>	<u>\$ 43,762</u>	<u>\$ 29,762,055</u>

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



## ANDROSCOGGIN VALLEY HOSPITAL, INC. AND SUBSIDIARIES

## Consolidated Statements of Cash Flows

Years Ended September 30, 2020 and 2019

	<u>2020</u>	<u>2019</u>
Cash flows from operating activities		
Increase in net assets	\$ 2,975,649	\$ (419,945)
Adjustments to reconcile decrease in net assets to net cash provided by operating activities		
Depreciation and amortization	2,691,986	2,363,841
Net realized and unrealized (gains) losses on investments	(1,553,100)	115,562
Provision for bad debts	1,220,996	3,314,818
Gain on equity investment	(4,997)	(7,189)
(Increase) decrease in		
Patient accounts receivable	(1,418,096)	(2,647,687)
Other accounts receivable	(401,681)	601,298
Supplies	(48,576)	(97,151)
Prepaid expenses and other current assets	(343,011)	(94,177)
Increase (decrease) in		
Accounts payable and accrued expenses	583,468	(153,114)
Accrued salaries and related amounts	(59,299)	(207,760)
Provider relief funds	3,235,159	-
Paycheck Protection Program funds	5,299,926	-
Medicare accelerated payments	12,296,226	-
Estimated third-party payor settlements	<u>3,029,590</u>	<u>2,052,455</u>
Net cash provided by operating activities	<u>27,504,240</u>	<u>4,820,951</u>
Cash flows from investing activities		
Proceeds from sale of investments	25,339,244	8,619,943
Purchases of investments	(23,717,807)	(8,062,065)
Purchases of property and equipment	<u>(4,683,013)</u>	<u>(3,648,333)</u>
Net cash used by investing activities	<u>(3,061,576)</u>	<u>(3,090,455)</u>
Cash flows from financing activities		
Payments on long-term debt	<u>(890,187)</u>	<u>(1,007,371)</u>
Net cash used by financing activities	<u>(890,187)</u>	<u>(1,007,371)</u>
Net increase in cash and cash equivalents	23,552,477	723,125
Cash and cash equivalents, beginning of year	<u>9,284,798</u>	<u>8,561,673</u>
Cash and cash equivalents, end of year	<u>\$ 32,837,275</u>	<u>\$ 9,284,798</u>
Supplemental disclosure of cash flow information:		
Cash paid for interest	<u>\$ 223,931</u>	<u>\$ 253,318</u>
Purchase of property and equipment in accounts payable and accrued expenses	<u>\$ 1,476,890</u>	<u>\$ -</u>

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



## ANDROSCOGGIN VALLEY HOSPITAL, INC. AND SUBSIDIARIES

### Notes to Consolidated Financial Statements

September 30, 2020 and 2019

#### **Nature of Business**

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

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

#### **1. Summary of Significant Accounting Policies**

##### **Principles of Consolidation**

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

##### **Basis of Presentation**

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

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

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



## **ANDROSCOGGIN VALLEY HOSPITAL, INC. AND SUBSIDIARIES**

### **Notes to Consolidated Financial Statements**

**September 30, 2020 and 2019**

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

#### **Use of Estimates**

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

#### **Cash and Cash Equivalents**

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

#### **Patient Accounts Receivable**

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

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

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

#### **Supplies**

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



## **ANDROSCOGGIN VALLEY HOSPITAL, INC. AND SUBSIDIARIES**

### **Notes to Consolidated Financial Statements**

**September 30, 2020 and 2019**

#### **Assets Limited as to Use**

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

#### **Investments and Investment Income**

Investments are reported as assets limited as to use and deferred compensation investments. Investments in equity securities with readily determinable fair values and all investments in debt securities are measured at fair value in the consolidated balance sheets. Investment income or loss (including realized gains and losses on investments, other than temporary losses on debt and, in 2019, equity investments, interest, and dividends) is included in the excess (deficiency) of revenues and gains over expenses and losses unless the income or loss is restricted by donor or law. Unrealized gains and temporary unrealized losses on debt and, in 2019, equity investments are excluded from this measure. The cost of securities sold is based on the specific identification method. In 2020, the Hospital adopted Financial Accounting Standards Board (FASB) Accounting Standards Update (ASU) No. 2016-01, *Financial Instruments - Overall: Recognition and Measurement of Financial Assets and Financial Liabilities*. As a result, 2020 unrealized gains and losses related to equity investments are included in the excess (deficiency) of revenues and, gains over expenses and losses.

#### **Property and Equipment**

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

#### **Bond Issuance Costs**

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

#### **Employee Fringe Benefits**

The Hospital has an "earned time" plan which provides benefits to employees for paid leave hours. Under this plan, each employee earns paid leave for each period worked. These hours of paid leave may be used for vacations, holidays, or illnesses. Hours earned, but not used, are vested with the employee. The Hospital accrues a liability for such paid leave as it is earned. The earned time plan does not cover the providers.



## **ANDROSCOGGIN VALLEY HOSPITAL, INC. AND SUBSIDIARIES**

### **Notes to Consolidated Financial Statements**

**September 30, 2020 and 2019**

#### **Paycheck Protection Program Funds**

During 2020, the Organization qualified for and received a loan pursuant to the Paycheck Protection Program (PPP), a program implemented by the U.S. Small Business Administration (SBA) under the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), in the amount of \$5,299,926. The PPP provides funds to pay up to 24 weeks of payroll and other specified costs, and forgiveness of the loan is dependent upon compliance with this and other terms and conditions of the CARES Act. It is the Hospital's intent to apply for forgiveness under the provisions of the CARES Act. Forgiveness is subject to the approval of the lending institution and the SBA. The Organization has chosen to follow the conditional contribution model for the loan, and has opted to not record any income until forgiveness is received. The full amount received is reported as a refundable advance in the current liabilities section of the consolidated balance sheet at September 30, 2020.

#### **Medicare Accelerated Payments**

In response to the 2019 Novel Coronavirus Disease (COVID-19) pandemic, the Centers for Medicare & Medicaid Services (CMS) made available an accelerated and advance payment program to Medicare providers. The Hospital received \$12,296,226 in April 2020. Under the program CMS will begin recouping payment from claim payments one year after the advance was made for a period of seventeen months.

#### **Provider Relief Funds**

The CARES Act provided \$175 billion to eligible healthcare providers to prevent, prepare for and respond to COVID-19. The CARES Act provides the U.S. Department of Health and Human Services (HHS) with discretion to operate the program and determine the reporting requirements. The funds have been appropriated to reimburse healthcare providers for COVID related expenses or lost revenues that are attributable to COVID-19. During 2020, the Hospital received \$6,735,159 of HHS Provider Relief Funds (PRF) and other provider relief funds, and it has attested to the receipt of the PRF and agreement with the associated terms and conditions. At September 30, 2020, the Hospital has recognized \$3,500,000 of provider relief funds for COVID-related expenses and lost revenues in other revenues in the statements of operations. Management determined the conditions on which the funds depend were substantially met. The remaining funds are reported as deferred revenue in the current liabilities section of the balance sheet at September 30, 2020, as the conditions of the funding had not yet been met. Management believes the position taken is a reasonable interpretation of the rules currently available. Due to the complexity of the reporting requirements and the continued issuance of clarifying guidance, there is at least a reasonable possibility the amount of income recognized related to the lost revenues and COVID-19 expenses may change by a material amount. Any difference between amounts previously estimated and amounts subsequently determined to be recoverable or payable will be included in income in the year that such amounts become known.



## **ANDROSCOGGIN VALLEY HOSPITAL, INC. AND SUBSIDIARIES**

### **Notes to Consolidated Financial Statements**

**September 30, 2020 and 2019**

#### **Net Patient Service Revenue**

The Hospital has agreements with third-party payors that provide for payments to the Hospital at amounts different from established rates. Payment arrangements include prospectively-determined rates per discharge, reimbursed costs, discounted charges, and per diem payments. Net patient service revenue is reported at the estimated net realizable amounts from patients, third-party payors, and others for services rendered, including estimated retroactive adjustments under reimbursement agreements with third-party payors. Retroactive adjustments are recorded on an estimated basis in the period the related services are rendered and adjusted in future periods as final settlements are determined.

#### **Charity Care**

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

#### **Medicaid Enhancement Tax**

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

#### **Operating (Loss) Income**

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

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

The consolidated statements of operations include the excess (deficiency) of revenues and gains over expenses and losses. Changes in unrestricted net assets which are excluded from this measure, consistent with industry practice, include unrealized gains and temporary unrealized losses on investments on debt and, in 2019, equity investments. In 2020, the Hospital adopted FASB ASU No. 2016-01. As a result, 2020 unrealized gains and losses related to equity investments are included in the excess (deficiency) of revenues and gains over expenses and losses.



## ANDROSCOGGIN VALLEY HOSPITAL, INC. AND SUBSIDIARIES

### Notes to Consolidated Financial Statements

September 30, 2020 and 2019

#### **Income Taxes**

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

#### **Newly Adopted Accounting Pronouncements**

In 2020, the Hospital adopted FASB ASU No. 2016-01. The ASU was issued to enhance the reporting model for financial instruments to provide users of the financial statements with more decision-useful information. This ASU changes how entities account for equity investments that do not result in consolidation and are not accounted for under the equity method of accounting. The accompanying financial statements reflect the adoption of this ASU.

During 2020, the Hospital also adopted FASB ASU No. 2018-08, *Not-for-Profit Entities: Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made*, which provides guidance for determining when transactions should be accounted for as contributions (nonreciprocal transactions) or as exchange (reciprocal) transactions, and whether a contribution is conditional. The adoption of ASU No. 2018-08 did not impact the Hospital's financial position or changes in net assets.

#### **Uncertainty Related to COVID-19 Considerations**

On March 11, 2020, the World Health Organization declared COVID-19 a global pandemic. Local, U.S., and world governments encouraged self-isolation to curtail the spread of COVID-19 by mandating the temporary shut-down of business in many sectors and imposing limitations on travel and the size and duration of group gatherings. Most sectors have experienced significant disruption to business operations. Hospitals have played an important role in delivering critical services during the outbreak. The Coronavirus Preparedness and Response Supplemental Appropriates Act, 2020, provides several waivers to allow flexibility to hospitals and providers to deliver critical care. There is unprecedented uncertainty surrounding the duration of the pandemic, its potential economic ramifications, and additional government actions to mitigate them. Accordingly, while management cannot quantify the financial and other impacts to the Corporation, management believes that a material impact on the Hospital's financial position and results of future operations is reasonably possible.

#### **Subsequent Events**

For purposes of the preparation of these financial statements in conformity with U.S. GAAP, management has considered transactions or events occurring through January 25, 2021, which was the date the financial statements were available to be issued.



## ANDROSCOGGIN VALLEY HOSPITAL, INC. AND SUBSIDIARIES

## Notes to Consolidated Financial Statements

September 30, 2020 and 2019

2. Net Patient Service Revenue and Patient Accounts ReceivableNet Patient Service Revenue

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

	<u>2020</u>	<u>2019</u>
Patient services		
Inpatient	\$ 15,393,637	\$ 16,312,754
Outpatient	63,683,478	66,577,468
Provider services	<u>10,319,115</u>	<u>12,310,426</u>
Gross patient service revenue	89,396,230	95,200,648
Less contractual allowances	30,484,645	34,774,213
Less charity care	<u>953,194</u>	<u>893,023</u>
Patient service revenue (net of contractual allowances and discounts)	57,958,391	59,533,412
Less provision for bad debts	<u>1,220,996</u>	<u>3,314,818</u>
Net patient service revenue	<u>\$ 56,737,395</u>	<u>\$ 56,218,594</u>

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

Medicare

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

The Hospital is reimbursed for cost reimbursable items at tentative rates, with final settlement determined after submission of annual cost reports by the Hospital and audits thereof by the Medicare fiscal intermediary. The Hospital's Medicare cost reports have been settled by the Medicare fiscal intermediary through December 31, 2015.

Medicaid

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



## **ANDROSCOGGIN VALLEY HOSPITAL, INC. AND SUBSIDIARIES**

### **Notes to Consolidated Financial Statements**

**September 30, 2020 and 2019**

intermediary. The Hospital's Medicaid cost reports have been settled by the fiscal intermediary through December 31, 2014.

Provider services are paid based on a fee schedule.

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

Revenues from Medicare and Medicaid programs accounted for approximately 46% and 7%, respectively, of the Hospital's net patient revenue for the year ended September 30, 2020 and 48% and 8%, respectively, of the Hospital's net patient revenue for the year ended September 30, 2019. Laws and regulations governing the Medicare and Medicaid programs are extremely complex and subject to interpretation. As a result, there is at least a reasonable possibility that recorded estimates will change by a material amount in the near term. In 2020 and 2019, net patient service revenue increased by approximately \$989,000 and \$1,141,000, respectively, due to changes in prior year estimates and the favorable results of Medicare cost report reopenings and disproportionate share hospital program audits.

Patient service revenue, net of contractual allowances and discounts (but before the provision for bad debts), recognized during the years ended September 30, 2020 and 2019 totaled \$57,958,391 and \$59,533,412, respectively, of which \$57,488,462 and \$58,710,598, respectively, were revenues from third-party payors and \$469,929 and \$822,814, respectively, were revenues from self-pay patients.

Under the State of New Hampshire's Medicaid program, the Hospital recognizes disproportionate share payment revenue which amounted to \$6,299,150 and \$5,028,832 for 2020 and 2019, respectively, and is recorded in net patient service revenue. Because the methodologies used to determine disproportionate share payments remain unsettled, the Hospital has reserved a portion of the amounts received.

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



**ANDROSCOGGIN VALLEY HOSPITAL, INC. AND SUBSIDIARIES****Notes to Consolidated Financial Statements****September 30, 2020 and 2019****Charity Care**

The Hospital maintains records to identify and monitor the level of charity care it provides. These records include the amount of charges foregone for the services and supplies furnished under its charity care policy, the estimated cost of those services and supplies and equivalent services statistics. For the years ended September 30, 2020 and 2019, 1% of all services, as defined by percentage of gross revenue, was provided on a charity care basis.

The estimated expense incurred to provide charity care for the years ended September 30, 2020 and 2019 was approximately \$653,000 and \$557,000, respectively. The Hospital estimates its cost of charity care by applying an overall cost to charge ratio to the gross charges foregone.

**Patient Accounts Receivable**

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

	<u>2020</u>	<u>2019</u>
Gross patient accounts receivable	\$12,246,261	\$14,537,293
Less: Estimated contractual allowances	4,380,119	5,982,782
Estimated allowance for doubtful accounts	<u>3,281,467</u>	<u>4,166,936</u>
Net patient accounts receivable	<u>\$ 4,584,675</u>	<u>\$ 4,387,575</u>

The portion representing the estimated allowance for doubtful accounts at September 30 is as follows:

	<u>2020</u>	<u>2019</u>
Self-pay patients	\$ 1,896,441	\$ 2,657,582
All other payors	<u>1,385,026</u>	<u>1,509,354</u>
	<u>\$ 3,281,467</u>	<u>\$ 4,166,936</u>

The Hospital's self-pay writeoffs increased from \$1,906,792 to \$2,297,427 in 2020 as a result of enhanced account follow-up due to increased billing staff availability during volume decline related to COVID-19.

**3. Assets Limited as to Use**

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

	<u>2020</u>	<u>2019</u>
Cash, cash equivalents, and short-term investments	\$ 1,623,200	\$ 1,413,850
U.S. Treasury securities and government-sponsored enterprises	-	208,892
Corporate bonds	525,184	1,475,029
Exchange traded funds	7,809,780	8,603,963
Mutual funds	<u>16,344,547</u>	<u>14,669,314</u>
	<u>\$26,302,711</u>	<u>\$26,371,048</u>



**ANDROSCOGGIN VALLEY HOSPITAL, INC. AND SUBSIDIARIES****Notes to Consolidated Financial Statements****September 30, 2020 and 2019**

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

	<u>2020</u>	<u>2019</u>
Income		
Interest and dividend income	\$ 552,799	\$ 628,967
Realized (and, in 2020, unrealized equity) gains	1,553,100	203,223
Management fees	<u>(86,542)</u>	<u>(95,080)</u>
	<u>\$ 2,019,357</u>	<u>\$ 737,110</u>
Other changes in unrestricted net assets		
Change in net unrealized gains (losses)	<u>\$ -</u>	<u>\$ (318,785)</u>

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

	<u>2020</u>	<u>2019</u>
Other revenues	\$ 310,536	\$ 331,276
Nonoperating gains	<u>1,708,821</u>	<u>415,739</u>
	<u>\$ 2,019,357</u>	<u>\$ 737,110</u>

**4. Availability and Liquidity of Financial Assets**

As of September 30, 2020 and 2019, the Hospital has working capital of \$11,699,069 and \$9,716,226, respectively, and average days (based on normal expenditures) cash and cash equivalents on hand of 185 and 59, respectively. PRF have been excluded from these amounts.

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

	<u>2020</u>	<u>2019</u>
Cash and cash equivalents	\$ 29,602,116	\$ 9,284,798
Patient accounts receivable, net	4,584,675	4,387,575
Other receivables, net	<u>2,582,061</u>	<u>2,180,380</u>
Financial assets available at year end within one year for general expenditure	<u>\$ 36,768,852</u>	<u>\$ 15,852,753</u>

The Hospital has \$26,302,711 and \$26,371,048 at September 30, 2020 and 2019, respectively, that are designated assets set aside by the Board for future capital improvements. These assets limited as to use are not available for general expenditure within the next year; however, the internally designated amounts could be made available, if necessary. As of fiscal year-end, the Hospital's goal is to maintain cash and assets limited as to use balances to meet 186 days of operating expenses.



## ANDROSCOGGIN VALLEY HOSPITAL, INC. AND SUBSIDIARIES

## Notes to Consolidated Financial Statements

September 30, 2020 and 2019

5. Fair Value Measurement

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

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

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

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

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

	<u>Total</u>	<u>Fair Value Measurements at September 30, 2020 Using</u>		
		<u>Quoted Prices in Active Markets for Identical Assets (Level 1)</u>	<u>Significant Other Observable Inputs (Level 2)</u>	<u>Significant Unobservable Inputs (Level 3)</u>
Cash, cash equivalents, and short-term investments	\$ 1,623,200	\$ 1,623,200	\$ -	\$ -
Corporate bonds	525,184	-	525,184	-
Exchange traded funds	7,809,780	7,809,780	-	-
Mutual funds	<u>16,344,547</u>	<u>16,344,547</u>	-	-
Total assets limited as to use reported at fair value	<u>\$ 26,302,711</u>	<u>\$ 25,777,527</u>	<u>\$ 525,184</u>	<u>\$ -</u>
Investments to fund deferred compensation				
Mutual funds	<u>\$ 6,541,431</u>	<u>\$ 6,541,431</u>	<u>\$ -</u>	<u>\$ -</u>
Total investments to fund deferred compensation	<u>\$ 6,541,431</u>	<u>\$ 6,541,431</u>	<u>\$ -</u>	<u>\$ -</u>



## ANDROSCOGGIN VALLEY HOSPITAL, INC. AND SUBSIDIARIES

## Notes to Consolidated Financial Statements

September 30, 2020 and 2019

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

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

## 6. Property and Equipment

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

	2020	2019
Land	\$ 198,192	\$ 77,592
Land improvements	1,541,138	1,520,204
Buildings and fixtures	25,252,751	22,740,345
Fixed equipment	9,724,876	8,204,706
Major moveable equipment	<u>17,875,779</u>	<u>15,662,494</u>
	54,592,736	48,205,341
Less accumulated depreciation	<u>37,311,208</u>	<u>34,993,718</u>
	17,281,528	13,211,623
Construction in progress	<u>2,168,172</u>	<u>2,757,620</u>
	<u>\$ 19,449,700</u>	<u>\$ 15,969,243</u>

The Hospital has various projects included in construction in progress. As of September 30, 2020 there was approximately \$1,761,500 related to upgrading of the Hospital's electronic health records reporting system and server. The projects are expected to be completed by December 2020 with an estimated cost to complete of approximately \$100,000. All projects are being funded through operations.



# ANDROSCOGGIN VALLEY HOSPITAL, INC. AND SUBSIDIARIES

## Notes to Consolidated Financial Statements

September 30, 2020 and 2019

### 7. Other Assets

Other assets consist of the following at September 30:

	<u>2020</u>	<u>2019</u>
Deferred compensation assets	\$ 6,541,431	\$ 5,727,618
Equity interest in Great Northwoods Community Foundation	<u>12,186</u>	<u>7,189</u>
	<u>\$ 6,553,617</u>	<u>\$ 5,734,807</u>

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

### 8. Long-Term Debt

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

	<u>2020</u>	<u>2019</u>
New Hampshire Health and Education Facilities Authority (NHHEFA) Revenue Bond, Androscoggin Valley Hospital Issue, Series 2012. Term bond, \$12,500,000, maturing on April 1, 2022, payable in equal monthly installments of \$88,530, including interest at 3.312%.	\$ 6,222,397	\$ 7,065,519
Capital lease obligation payable in equal monthly installments of \$4,272, including interest at 5.20%, through November 2021; collateralized by leased equipment.	<u>57,975</u>	<u>105,040</u>
Total long-term debt, before unamortized bond issuance costs	6,280,372	7,170,559
Unamortized bond issuance costs	<u>(17,753)</u>	<u>(30,293)</u>
	6,262,619	7,140,266
Less current portion	<u>917,956</u>	<u>886,288</u>
Long-term debt, excluding current portion	<u>\$ 5,344,663</u>	<u>\$ 6,253,978</u>

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

The Series 2012 Revenue Bond Agreement contains various restrictive covenants, which include compliance with certain financial ratios and a detail of events constituting defaults. The Hospital is in compliance with these requirements at September 30, 2020.



**ANDROSCOGGIN VALLEY HOSPITAL, INC. AND SUBSIDIARIES****Notes to Consolidated Financial Statements****September 30, 2020 and 2019**

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

<u>Year ending September 30,</u>	<u>Bonds Payable</u>	<u>Capital Lease Obligations</u>
2021 (included in current liabilities)	\$ 868,472	\$ 51,266
2022	<u>5,353,925</u>	<u>8,542</u>
	\$ <u>6,222,397</u>	59,808
Less amount representing interest under capital lease obligations		<u>1,833</u>
		\$ <u>57,975</u>

**9. Retirement Plans**

The Hospital sponsors a 403(b) retirement plan for their employees. To be eligible to participate in the 403(b) plan, an employee must meet certain requirements as specified in the Plan documents. The amount charged to expense for the 403(b) plan totaled \$416,180 and \$411,546 for 2020 and 2019, respectively.

In addition, the Hospital maintains a 457(b) deferred compensation plan for certain employees. An asset and liability of \$6,541,431 and \$5,727,618, respectively, have been recorded related to this plan for 2020 and 2019.

**10. Commitments and Contingencies****Malpractice Loss Contingencies**

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



**ANDROSCOGGIN VALLEY HOSPITAL, INC. AND SUBSIDIARIES****Notes to Consolidated Financial Statements****September 30, 2020 and 2019****Asset Retirement Obligation**

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

**Community Benefit Grant**

The Hospital and Coos County Family Health Services (CCFHS) have entered into an agreement whereby the Hospital will provide funding in the form of a community benefit grant to CCFHS for the purpose of supporting a portion of the otherwise uncompensated costs incurred by CCFHS for provider services. The terms of the agreement require that the Hospital provide CCFHS with the agreed-upon community benefit grant funds on July 1 of the appropriate grant year. The amount of the community benefit grant to be awarded is determined on an annual basis in accordance with the terms of the agreement. The initial term of the community benefit grant agreement expires July 31, 2023. Grant expense of \$475,000 and \$440,418 was incurred for the years ended September 30, 2020 and 2019, respectively.

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

<u>On July 1</u>	<u>Not to Exceed</u>
2019 - 2023	\$475,000

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

**11. Concentrations of Credit Risk**

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

	<u>2020</u>	<u>2019</u>
Medicare	35 %	30 %
Medicaid	16	21
Commercial insurances and other	31	31
Patients	<u>18</u>	<u>18</u>
	<u>100 %</u>	<u>100 %</u>



**ANDROSCOGGIN VALLEY HOSPITAL, INC. AND SUBSIDIARIES****Notes to Consolidated Financial Statements****September 30, 2020 and 2019**

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

**12. Functional Expenses**

The consolidated statements of operations report certain expense categories that are attributable to both healthcare services and support functions. Therefore, these expenses require an allocation on a reasonable basis that is consistently applied. Benefits are allocated based on salaries and wages, and depreciation, interest, utilities, and equipment are allocated based on square footage and location. Expenses related to providing these services are as follows for the years ended September 30:

<b><u>2020</u></b>	<b><u>Program Services</u></b>	<b><u>General and Administrative</u></b>	<b><u>Total</u></b>
Salaries, wages, and fringe benefits	\$ 27,831,244	\$ 5,840,654	\$ 33,671,898
Contract labor	4,551,915	278,686	4,830,601
Supplies and other	12,780,440	4,464,545	17,244,985
Medicaid enhancement tax	2,627,988	-	2,627,988
Depreciation	2,382,040	297,406	2,679,446
Interest	<u>236,471</u>	<u>-</u>	<u>236,471</u>
	<b><u>\$ 50,410,098</u></b>	<b><u>\$ 10,881,291</u></b>	<b><u>\$ 61,291,389</u></b>
<b><u>2019</u></b>	<b><u>Program Services</u></b>	<b><u>General and Administrative</u></b>	<b><u>Total</u></b>
Salaries, wages, and fringe benefits	\$ 26,647,408	\$ 5,549,416	\$ 32,196,824
Contract labor	4,804,159	49,835	4,853,994
Supplies and other	12,583,775	4,563,353	17,147,128
Medicaid enhancement tax	2,578,281	-	2,578,281
Depreciation	2,168,880	182,421	2,351,301
Interest	<u>264,321</u>	<u>-</u>	<u>264,321</u>
	<b><u>\$ 49,046,824</u></b>	<b><u>\$ 10,345,025</u></b>	<b><u>\$ 59,391,849</u></b>



**ANDROSCOGGIN VALLEY HOSPITAL, INC. AND SUBSIDIARIES****Notes to Consolidated Financial Statements****September 30, 2020 and 2019.****13. Related Party Transactions**

As a subsidiary of North Country Healthcare, the Hospital shares in various services with the other member hospitals and the parent. For the years ended September 30, 2020 and 2019, the Hospital billed other member hospitals \$7,574,481 and \$2,408,269, respectively, and expensed \$2,576,506 and \$1,634,077, respectively, for shared services. At September 30, 2020 and 2019, the following amounts were due from the affiliates and the parent and are included in other accounts receivable:

	<u>2020</u>	<u>2019</u>
Upper Connecticut Valley Hospital	\$ 148,000	\$ 110,678
Weeks Medical Center	169,428	44,668
North Country Home Health & Hospice Agency, Inc.	542,790	202,333
North Country Healthcare	<u>-</u>	<u>215,177</u>
Total	<u>\$ 860,218</u>	<u>\$ 572,856</u>



## **SUPPLEMENTARY INFORMATION**



**Schedule 1**  
**ANDROSCOGGIN VALLEY HOSPITAL, INC. AND SUBSIDIARIES**

**Consolidating Balance Sheets**

**September 30, 2020**  
**(with comparative totals for September 30, 2019)**

**ASSETS**

	Androscoggin Valley Hospital, Inc.	Northcare	Androscoggin Valley Hospital Foundation, Inc.	Eliminations	2020 <u>Consolidated</u>	2019 <u>Consolidated</u>
Current assets						
Cash and cash equivalents	\$ 32,837,275	\$ -	\$ -	\$ -	\$ 32,837,275	\$ 9,284,798
Patient accounts receivable, net	4,584,675	-	-	-	4,584,675	4,387,575
Other accounts receivable	2,582,061	-	-	-	2,582,061	2,180,380
Supplies	870,092	-	-	-	870,092	821,516
Prepaid expenses and other current assets	<u>1,085,809</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,085,809</u>	<u>742,798</u>
Total current assets	41,959,912	-	-	-	41,959,912	17,417,067
Due from affiliates	548,080	-	-	548,080	-	-
Assets limited as to use	23,453,058	-	2,849,653	-	26,302,711	26,371,048
Property and equipment, net	19,449,700	-	-	-	19,449,700	15,969,243
Other assets	<u>6,553,617</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>6,553,617</u>	<u>5,734,807</u>
Total assets	<u>\$ 91,964,367</u>	<u>\$ -</u>	<u>\$ 2,849,653</u>	<u>\$ 548,080</u>	<u>\$ 94,265,940</u>	<u>\$ 65,492,165</u>



Schedule 1  
(Concluded)

## ANDROSCOGGIN VALLEY HOSPITAL, INC. AND SUBSIDIARIES

## Consolidating Balance Sheets

September 30, 2020  
(with comparative totals for September 30, 2019)

## LIABILITIES AND NET ASSETS (DEFICIT)

	Androscoggin Valley Hospital, Inc.	Northcare	Androscoggin Valley Hospital Foundation, Inc.	Eliminations	2020 Consolidated	2019 Consolidated
Current liabilities						
Current portion of long-term debt	\$ 917,956	\$ -	\$ -	\$ -	\$ 917,956	\$ 886,288
Accounts payable and accrued expenses	4,831,926	-	-	-	4,831,926	2,771,568
Accrued salaries and related amounts	2,917,632	-	-	-	2,917,632	2,976,931
Provider relief funds	3,235,159	-	-	-	3,235,159	-
Paycheck Protection Program funds	5,299,926	-	-	-	5,299,926	-
Medicare accelerated payments	12,296,226	-	-	-	12,296,226	-
Estimated third-party payor settlements	<u>762,018</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>762,018</u>	<u>1,066,054</u>
Total current liabilities	30,260,843	-	-	-	30,260,843	7,700,841
Estimated third-party payor settlements	22,356,948	-	-	-	22,356,948	19,023,322
Long-term debt, excluding current portion	5,344,663	-	-	-	5,344,663	6,253,978
Due to affiliates	-	518,580	29,500	548,080	-	-
Deferred compensation	<u>6,541,431</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>6,541,431</u>	<u>5,727,618</u>
Total liabilities	<u>64,503,885</u>	<u>518,580</u>	<u>29,500</u>	<u>548,080</u>	<u>64,503,885</u>	<u>38,705,759</u>
Net assets (deficit)						
Without donor restrictions	27,460,482	(518,580)	2,776,391	-	29,718,293	26,742,644
With donor restrictions	<u>-</u>	<u>-</u>	<u>43,762</u>	<u>-</u>	<u>43,762</u>	<u>43,762</u>
Total net assets (deficit)	<u>27,460,482</u>	<u>(518,580)</u>	<u>2,820,153</u>	<u>-</u>	<u>29,762,055</u>	<u>26,786,406</u>
Total liabilities and net assets (deficit)	<u>\$ 91,964,367</u>	<u>\$ -</u>	<u>\$ 2,849,653</u>	<u>\$ 548,080</u>	<u>\$ 94,265,940</u>	<u>\$ 65,492,165</u>



## ANDROSCOGGIN VALLEY HOSPITAL, INC. AND SUBSIDIARIES

## Schedule 2

## Consolidating Statements of Operations

Year Ended September 30, 2020  
(with comparative totals for the year ended September 30, 2019)

	Androscoggin Valley Hospital, Inc.	Androscoggin Valley Hospital Foundation, Inc.	Eliminations	2020 Consolidated	2019 Consolidated
Revenues and gains without donor restrictions					
Patient service revenue (net of contractual allowances and discounts)	\$ 57,958,391	\$ -	\$ -	\$ 57,958,391	\$ 59,533,412
Less provision for bad debts	<u>1,220,996</u>	<u>-</u>	<u>-</u>	<u>1,220,996</u>	<u>3,314,818</u>
Net patient service revenue	56,737,395	-	-	56,737,395	56,218,594
Other revenues	2,903,627	52,405	-	2,956,032	3,335,885
Provider relief fund revenue	<u>3,500,000</u>	<u>-</u>	<u>-</u>	<u>3,500,000</u>	<u>-</u>
Total revenues and gains without donor restrictions	<u>63,141,022</u>	<u>52,405</u>	<u>-</u>	<u>63,193,427</u>	<u>59,554,479</u>
Operating expenses					
Salaries, wages, and fringe benefits	33,669,496	2,402	-	33,671,898	32,196,824
Contract labor	4,830,601	-	-	4,830,601	4,853,994
Supplies and other	17,244,985	-	-	17,244,985	17,147,128
Medicaid enhancement tax	2,627,988	-	-	2,627,988	2,578,281
Depreciation and amortization	2,679,446	-	-	2,679,446	2,351,301
Interest	<u>236,471</u>	<u>-</u>	<u>-</u>	<u>236,471</u>	<u>264,321</u>
Total operating expenses	<u>61,288,987</u>	<u>2,402</u>	<u>-</u>	<u>61,291,389</u>	<u>59,391,849</u>
Operating income	<u>1,852,035</u>	<u>50,003</u>	<u>-</u>	<u>1,902,038</u>	<u>162,630</u>
Nonoperating gains (losses)					
Investment income, net	1,550,399	158,422	-	1,708,821	415,739
Contributions, net	(134,626)	(30,581)	-	(165,207)	(246,300)
Community benefit grant expense	(475,000)	-	-	(475,000)	(440,418)
Gain on investment in Great Northwoods Community Foundation	<u>4,997</u>	<u>-</u>	<u>-</u>	<u>4,997</u>	<u>7,189</u>
Nonoperating (losses) gains, net	<u>945,770</u>	<u>127,841</u>	<u>-</u>	<u>1,073,611</u>	<u>(263,790)</u>
Excess (deficiency) of revenues and gains over expenses and losses	2,797,805	177,844	-	2,975,649	(101,160)
Net unrealized losses on investments	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>(318,785)</u>
Increase (decrease) in net assets without donor restrictions	<u>\$ 2,797,805</u>	<u>\$ 177,844</u>	<u>\$ -</u>	<u>\$ 2,975,649</u>	<u>\$ (419,945)</u>





**COMPOSITION OF AVH & SUBSIDIARY BOARDS  
2021-2022**

**AVH Board of Directors**

Donna Goodrich, <i>Chair</i> (Independent) - 2023	Eric Johnson (Independent) - 2024
Jay Poulin, <i>Vice-Chair</i> (Independent) - 2024	Michael Peterson (Dependent, <i>Hospital President/CEO</i> )
Thomas McCue, <i>Treasurer</i> (Independent) - 2024	Daniel van Buren, MD (Dependent) - 2023
Martha Laflamme, <i>Secretary</i> (Independent) - 2022	Tim Godin (Independent) - 2022
Javier Cardenas, MD (Dependent) - 2022	Joan Merrill (Independent) - 2023
Jerry Rittenhouse, MD (Dependent, <i>Med Staff Pres.</i> )	Sarah Verney Frechette (Independent) - 2023
Alta Chase (Independent) - 2023	Tyler White (Independent) - 2024

EFFECTIVE DATE: July 16, 2021



00000000

**National Medical Services**

**Lydia McKenzie, PMHNP**

[REDACTED]  
[REDACTED]

- Obtain a full-time position as a Psychiatric Mental Health Nurse Practitioner in the outpatient and/or inpatient setting.

**Work Experience**

**Specialist in Poison Information**

Banner Poison and Drug Information Center - Phoenix, AZ

January 2014 to Present

Manage poison and drug exposure calls from the public and health care facilities by telephone.

Recommend treatment modalities to physicians and nurses based upon reported history, physical assessment, vital signs and laboratory results. Determine criteria for medical clearance for Emergency Department and hospitalized patients. Also receive intake calls for occupational health post-exposure prophylaxis as well as calls for the Health Department disease reporting line and assisting with calls on current public health issues. Critical thinking and autonomy in decision-making is expected. Protocols are not used.

**Adjunct Faculty**

Phoenix College School of Nursing - Phoenix, AZ

August 2013 to May 2015

Adjunct faculty for associate degree nursing program, working primarily with senior nursing students in the ICU setting, skills lab and simulation hospital.

**Staff nurse**

Banner Good Samaritan Medical Center - Phoenix, AZ

Jan 2011 to Jan 2014

in Level 1 Trauma Center teaching facility. Primary care, assessment and evaluation of adult critical care patients in the medical/surgical, neurological, cardiovascular and trauma intensive care setting. Provided relief staffing for the ICU SWAT position as an expert critical care nurse, including troubleshooting of lines and equipment, post-cardiac arrest hypothermia protocol, RN leader of Rapid Response Team, IV insertion using ultrasound, external jugular IV insertion and difficult IV Insertions in both the ICU and medical/surgical floor.

**Travel nurse**

Fastaff Travel Nursing - Greenwood Village, CO

Jan 2003 to Oct2010

in both emergency and critical care. Diverse settings including small rural critical access hospitals to large urban tertiary care facilities across the United States. Worked in all ICU specialty units including Burn ICU. Provided high-level care with a minimum of orientation time and limited familiarity with equipment.

**Staff nurse**

Iowa Methodist Medical Center - Des Moines, IA

Dec 2005 to Dec 2007

in Level 1 Trauma center in the critical care setting. Provided care to adult medical/surgical, neurological, cardiovascular and trauma patients in a family focused environment. Completed a critical care nursing course as part of the orientation process. Functioned in both full-time and per diem capacity.

**Travel nurse**

American Mobile Healthcare - San Diego, CA

Feb2000 to Dec 2002

in emergency nursing in a variety of settings ranging from small critical access hospitals to high



**INVID**

### **National Medical Services**

volume inner city emergency departments. High-functioning with minimal orientation and limited familiarity with equipment. Provided care to both adult and pediatric patients.

#### **Staff nurse in busy community-based emergency department**

Lakeland Medical Center - Niles, MI

Jan 1997 to March 2000

Provided care to both adult and pediatric patients. Class on cardiac rhythm identification completed as part of the orientation process.

### **Education**

#### **DNP in Psychiatric Mental Health Nurse Practitioner**

University of Arizona - Tucson, AZ

Aug 2015 to Aug 2018

#### **M.S. in Law Enforcement**

Grand Canyon University - Phoenix, AZ

2014

#### **BSN**

Grand Canyon University - Phoenix, AZ

2011 to Nov 2012

#### **AAS in Registered Nursing**

Southwestern Michigan College - Dowagiac, MI

Dec 1996

#### **A.A. in Law Enforcement**

Kalamazoo Valley Community College - Kalamazoo, MI

1994

### **Skills**

Certified Specialist in Poison Information

### **Certifications/Licenses**

**Registered Nurse**

State of Arizona



Scott Parent, BS, LADC, CCS

[REDACTED]

[REDACTED]

[REDACTED]

**OBJECTIVE:**

To obtain a full time position treating individuals negatively impacted by Substance Use/ Co-Occurring Disorders, by assisting them in developing healthy skills and supports they can use to improve their stability, functioning and lives.

**EXPERIENCE:**

Acadia Health Care – Discovery House

400 Western Avenue, South Portland, ME 04106

August 2016 - Present

**LADC – Lead Substance Abuse Counselor (Suboxone Program)**

Position responsibilities include:

\*Providing Assessment, Referral and Treatment Services for Opioid and Other Substance Use Disorder Patients in the Suboxone Opioid Health Home program.

\*Completing Bio-Psycho Social Assessment to determine appropriateness for Patients seeking admission to the Suboxone/ Methadone MAT programs.

\*Providing Motivational Interviewing, Person Centered and Behavioral Techniques to treat patients receiving Individual, Group and/ or IOP services.

\*Competently completing agency paperwork to document patient needs, goals and progress in order to provide quality care and meet administrative targets.

\*Providing Comprehensive Patient Care through Coordinating with Internal/ External providers, supports and resources.



Scott Parent, BS, LADC, CCS

[REDACTED]

[REDACTED]

[REDACTED]

**EXPERIENCE:**

Northern Human Services/ White Mountain Mental Health

29 Maple Street, PO Box 599, Littleton, NH 03561

December 2012 – August 2016

**LADC - Case Manager / MH Court / Substance Use Disorder Counselor**

Position responsibilities include:

\*Providing Assessment, Planning, Monitoring and Referral services for Community Support/ MH Court clients to assist them in meeting identified goals.

\*Completing Comprehensive Bio-Psycho Social Assessments and Co-Occurring Treatment for clients referred by the MH Court Program.

\*Providing Case Management, MH Functional Support and Substance Abuse Treatment for clients in the Community Support and MH Court programs.

\*Completing Court Ordered Alcohol and Drug Assessments to determine appropriateness for Substance Abuse and/ or Mental Health Services.

\*Competently completing agency paperwork to document client's needs, goals and progress in order to provide quality of care and meet administrative targets.

\*Providing Emergency and Crisis Stabilization Services as part of the Clinical Crisis Team to support clients in addressing acute Mental Health crisis needs.





# Weeks Medical Center

Application for Employment

It is the intent of Weeks Medical Center to conform to Federal and State Laws pertaining to non-discrimination.

## \* Required Information

September 19, 2017

### PERSONAL INFORMATION

First Name: \* Laure M:

Last Name: \* Collins *Collins*

Address: \* [REDACTED]

City: \* [REDACTED]

State: \* [REDACTED]

Zip: \* [REDACTED]

Last 4 Dgts of Social Security Number: \* [REDACTED]

Home/Other Phone: \* [REDACTED]

Work Phone: [REDACTED]

Cell Phone: [REDACTED]

Best way to contact: [REDACTED]

Email Address: \* [REDACTED]

### EDUCATION

#### High School

Name of school: Canaan High School Years completed? 4

Street: 99 School Street

Degree Type: HIGH SCHOOL

City: Canaan

Did you graduate? Yes

State: VT Province:

Zip: 05903

Country: USA

#### Associates

Name of school: HESSER COLLEGE

Major: Criminal Justice

Street: Sundia Ave

Degree Type: ASSOCIATES

City: Manchester

Did you graduate? Yes

State: NH Province:

Zip: 03103

Country:

#### Undergraduate

Name of school: GRANITE STATE COLLEGE

Major: Child and Family Studies

Street: 25 Hill Street

Degree Type: BACHELORS

City: Concord

Did you graduate? Yes

State: NH Province:

Zip: 03301

Country: USA

#### Graduate

Name of school: Plymouth State University

Major: Curriculum and Design

Street: 17 High Street

Degree Type: MASTERS



City: Plymouth  
 State: NH Province:  
 Zip: 03264  
 Country: USA

Did you graduate? Yes

#### Technical

Name of school: White Mountain CC  
 Street: 646 Union St  
 City: Littleton  
 State: NH Province:  
 Zip: 03561  
 Country: USA

Major: Medical Assistant  
 Degree Type: NO DEGREE  
 Did you graduate? No

List school honors, specialized training, apprenticeship, and extra curricular activities that may be helpful in considering your application:  
 Certified 1st aid/CPR, Magna Cum Laude, Summa Cum Laude, Phi Theta Kappa Honor Society, Training in Blood Borne Pathogens, HIPAA training.

#### SKILLS/EXPERIENCE

##### Check all that apply

- |   |   |  |   |
|---|---|--|---|
| <input type="checkbox"/> Billing                        | <input type="checkbox"/> ICU/CCU          | <input type="checkbox"/> Nursing Supervision   | <input type="checkbox"/> Geriatric              |
| <input type="checkbox"/> Hospital Admitting             | <input type="checkbox"/> Neurology        | <input type="checkbox"/> Respiratory Therapy   | <input type="checkbox"/> Med/Surg               |
| <input checked="" type="checkbox"/> Medical Terminology | <input type="checkbox"/> Physical Therapy | <input type="checkbox"/> EMS                   | <input type="checkbox"/> Orthopedics            |
| <input type="checkbox"/> Pediatrics                     | <input type="checkbox"/> X-Ray            | <input type="checkbox"/> Lab/Chemistry         | <input checked="" type="checkbox"/> Switchboard |
| <input type="checkbox"/> Transcription                  | <input type="checkbox"/> Collections      | <input type="checkbox"/> Oncology              | <input type="checkbox"/> Medical Transcription  |
| <input type="checkbox"/> Accounting                     | <input type="checkbox"/> I.V. Therapy     | <input type="checkbox"/> Surgery/Recovery Room | <input type="checkbox"/> Coding                 |

Typing Speed: WPM

Errors:

Medical Transcription: WPM

Word Processing / Computers:

Office Equipment / Products / Mobile Machinery:

Foreign Languages:

Other skills not mentioned above:

Membership in Professional or Civic Organizations:  
 (You may exclude those which may disclose your race, color, religion or national origin.)  
 American Legion Auxiliary Unit 62

#### LICENSES/CERTIFICATIONS

##### Professional Licensure

Type	State	Number	Date Issued	Expiration Date	Temp / Perm
------	-------	--------	-------------	-----------------	-------------

Have you ever had any action taken against your professional license?  
 If yes, please explain circumstances and outcome.

#### WORK HISTORY

Please list your most recent first. Be specific and accurate. Complete even if attaching a resume. This information may be used for checking references.

Are you currently employed? \* Yes

##### 1. Current/most recent employer:

Name of Company: \* Indian Stream Health Center  
 Street: 141 Corvallis Lane  
 City: Colebrook  
 State: NH  
 Zip: 03576  
 Employer's Phone: 603 237 8336

##### Job Duties and Responsibilities: \*

Perform appropriate interviews and case management assessments \* Identify related client specific plans, goals and methodology \* Develop and facilitate client specific services \* Monitor various community based settings while working with a wide range of ages, and with individuals, groups and families, from diverse backgrounds and



## Other Name(s) Used:

Job Title: \* Behavioral Health Case Manager  
 Employed From: \* 06 2017  
 Employed To: \* 09 2017  
 Starting Salary: \* 41,000  
 Ending Salary: \* 41,000  
 Supervisor's Name: Laurie Connors  
 Employment Status: Full Time

cultural orientations \* Conduct and record as assigned, face-to-face interviews with co-therapists and networking contacts, maintaining correspondence and case records in accordance with agency and regulatory standards and requirements \* Participate in inter- and intra-agency planning and service coordination to improve and enhance service continuity and effectiveness \* Medication monitoring in the community, where and when relevant and approved by medical staff, and documenting all relevant information \* Participate in regular interdisciplinary staff meetings and provide reports as assigned \* Possess knowledge of consumer rights, confidentiality laws and related policy and procedure \* Document and chart professionally \* Maintain effective community and interagency relations

## Reason For Leaving: \*

Currently employed at this agency.

May we contact this employer for a reference?  
 Yes

2.

Name of Company: Coebrook Elementary School  
 Street: 27 Dumont Street  
 City: Coebrook  
 State: NH  
 Zip: 03597  
 Employer's Phone: 603 237 4270

Job Duties and Responsibilities:  
 Planning and implementing Preschool Curriculum.  
 Supervision of Paraprofessionals.  
 Working with and developing curriculum for children with special needs within the preschool setting.

Reason For Leaving:  
 Change in career field

May we contact this employer for a reference?  
 Yes

## Other Name(s) Used:

Job Title: Preschool Teacher/Special Educator  
 Employed From: 09 2011  
 Employed To: 06 2016  
 Starting Salary: 36,000  
 Ending Salary: 42,000  
 Supervisor's Name: Dan Gorham  
 Employment Status: Full Time

3.

Name of Company: Coebrook Elementary School  
 Street: 27 Dumont Street  
 City: Coebrook  
 State: NH  
 Zip: 03576  
 Employer's Phone: 603 237 4270

Job Duties and Responsibilities:  
 Planning Curriculum for self-contained student.  
 Supervising paraprofessionals.  
 Providing resources for children with special needs.  
 Managing Individualized Education Plan (IEP) meetings with accompanying paperwork.  
 Collaborated with regular education teachers to develop and implement IEP plans and 504 Plans.

Reason For Leaving:  
 Change in career field.

May we contact this employer for a reference?  
 Yes

## Other Name(s) Used:

Job Title: Teacher/Case Manager  
 Employed From: 03 2006  
 Employed To: 06 2016  
 Starting Salary: 36,000  
 Ending Salary: 42,000



Supervisor's Name: Dan Gorham

Employment Status: Full Time

4.

Name of company

ee

y

ae

Zp

Employer Phone

Job title and Responsibility

Reason for leaving

May we contact this employee or references?

Other Name Used

Job Title

Employed from

Employed To

Starting day

Ending day

Supervisor Name

Employment status

**MILITARY SERVICE**

Were/Are you a member of the U.S. Armed Forces?

Branch of Service:

Period of Active Duty:

From:

To:

Highest rank held:

Type of Separation/Discharge:

**REFERENCES**

Please give three references (DO NOT list relatives)

Name

Phone Number

Email Address

Relationship

██████████  
 ██████████  
 ██████████

██████  
 ████████  
 ████████

██████████████████  
 ████████████████████  
 ████████████████████

██████  
 ████████  
 ████████

**ADDITIONAL INFORMATION**

Minimum Salary Desired: ██████████

When will you be available to begin work? Must give 2 week notice.

How did you find out about this position? \* Indeed

If you selected other, please enter "Other" source:

If you were referred by a current employee, enter their

First Name:

Last Name:

Department:

If you have any relatives currently employed by Weeks

Medical Center, list their

First Name:

Last Name:



Department:

Which job status/shift would you accept? (please check all that apply)

Status	Shift
<input checked="" type="checkbox"/> Full Time	<input checked="" type="checkbox"/> Day
<input type="checkbox"/> Part Time	<input type="checkbox"/> Evening
<input type="checkbox"/> PRN	<input type="checkbox"/> Night
<input type="checkbox"/> Flex Time	<input type="checkbox"/> Weekend
<input type="checkbox"/> Temporary	<input type="checkbox"/> Rotating Shifts

Please answer all of the following questions.

- \* ☐ Are you under 16 years of age?
- \* ☐ Are you presently authorized to work in the United States?
- \* ☐ Have you ever been employed by Weeks Medical Center?  
If yes, hire date and department?  
Hire Date: Department:
- \* ☐ Have you previously filed an application with Weeks Medical Center or any of its affiliates?
- \* ☐ Do you have any limitations that would affect your ability to perform the essential job functions of the position(s)?  
If yes, please explain.
- \* ☐ Have you ever been convicted of a crime other than a minor traffic offense (including Military Service)?  
If yes, please explain.  
*(Weeks Medical Center conducts criminal record checks. Failure to divulge complete information will disqualify you from employment. However, conviction will not necessarily disqualify an applicant from employment.)*
- \* ☐ Are you charged with an unresolved criminal charge? (Are you charged with a crime that has not yet resulted in a plea of guilty, court trial, deferred adjudication or dropping of the charge?)  
If yes, explain fully.

**READ AND SIGN**

Read the following carefully before signing.

I certify that the information on this application and any attached documents is true and complete, and I understand that false statements as well as omissions in fact may be considered grounds for termination if I am hired.

I understand that my employment is contingent upon the satisfactory completion of a post offer physical examination.

I authorize individuals, companies, or other organizations mentioned in this application or in correspondence submitted in connection with it to release information about me to Weeks Medical Center. I further authorize Weeks Medical Center to make information about me available to a prospective employer, government agency, or licensing, certification, or regulatory organization. I release these parties and Weeks Medical Center from any liability in requesting or releasing such information.

I understand that any employment given me will start with a 90 day introductory period, and that my status is that of an employee at will, meaning that I have no contractual right, express or implied, to remain in Weeks Medical Center's employ. I agree to conform to the rules of the hospital and that my employment and compensation can be terminated at any time at the option of either the hospital or myself. I understand that no officer or representative of Weeks Medical Center has the authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to the previous.

My typed name below shall have the same force and effect as my written signature.

☐ I have attached my resume

Candidate's/Applicant's Signature:

Date:



CHRISITNE FORTIN, CPC, COC

### Experience

North Country Hospital, Newport VT

- \* *Director Patient Financial Service/Facility/Professional/Patient Access 2011- Present*
- \* *Director Patient Financial Service/Professional/Practice Management 1999-2011*
  - \* Responsible for Revenue Cycle Operations for Facility and Professional Services
  - \* Oversee and manage Patient Access directly and indirectly including ER Registration
  - \* Implements procedures and policies to maximize reimbursement and maintain compliance
  - \* Continually evaluate and analyze ongoing departmental issues to strategize
  - \* Negotiating payment plans with vendors
  - \* Determine appropriate operational changes and coordinates changes as necessary.
  - \* Reports to CFO and COO indirectly with regard to Professional Services
  - \* Consistently ran departments under or at budget for several years and continue to do so
  - \* Solid working relationship with Senior Leadership, Department Managers and Auditors
  - \* Managed multiple practices while managing professional billing operations including Orthopaedics, Neurology, Urology, Anesthesia, Primary Care (1999-2011)
- \* *Assistant to Medical Director 1996-1999*
  - \* Assisted MGO with multi-specialty medical clinics.
- \* *Practice Manager North Country Obstetrics & Gynecology 1989-1996*
  - \* Managed day to day operations obstetrical practice with two physicians and certified midwife
  - Started as receptionist and Managed the clinic last 3 years of service
- \* *Rockingham Orthopaedics Associates, Derry NH 1986-1989*
  - Administrative Assistant

### Education/Certification

Certified Coder for Professional and Outpatient Coding  
QHR Lean Healthcare Certification

Johnson State College – Johnson, Vermont

- \* *Business Management with a concentration in Accounting;*





**Carissa  
Rogers**

## SUMMARY

Ambitious student pursuing Certification and eager to contribute developed knowledge in a Certified Medical Assistant role. Skilled in assessments, injections and phlebotomy in clinical settings. Adaptable and driven with strong work ethic and ability to thrive in team-based or individually motivated settings.

## SKILLS

- Community events
- Community relations
- Community safety initiatives
- Community outreach techniques
- Developing community relationships
- Supervising team
- Managing activities
- Office reception
- Providing customer support
- Inbound phone call management
- Medication Management
- Ordering Refills on Prescriptions
- Direct patient care and advocacy

## EXPERIENCE

### Community Intergrator

Whitefield, NH

Northern Human Services/ Jul 2019 to Current

Providing support to adults and/or students who have Developmental Disabilities with employment and volunteer related opportunities and facilitating inclusion through social recreational community activities. Focusing on supporting positive relationships, uncover a person's interests and explore community options to encourage personal growth, independence and satisfaction.

### Senior Residential Aide

Whitefield, NH

Morrison Nursing Home And Sartwell Assisted Living/ Aug 2006 to Jun 2019

Creating a quality of life for elderly residents while assisting activities of daily living, medication supervision and meal services. Taking call/being on call while administrator on vacation or leave, doing nursing notes, doing RAT's (Resident Assessment Tool- State Certified), communicating with resident physicians, transporting residents to appointments.

## EDUCATION AND TRAINING

Certification: Certified Medical Assistant

White Mountains Community College Expected in May 2020

Berlin, NH



## Jessica Bregler

### **SUMMARY**

Clinical Mental Health Counseling student who has experience working with individuals with substance abuse and mental health concerns. Robust communication and active listening skills, as well as conflict resolution and crisis management. Capable of creating case conceptualizations and evaluations on client's in addition to utilizing micro-skills during client interactions.

### **EDUCATION**

**Master of Arts in Clinical Mental Health Counseling**  
Southern New Hampshire University, GPA 3.8

Anticipated April 2021

**Bachelor of Arts in Human Services**  
Southern New Hampshire University, GPA 3.37

March 2018

### **PROFESSIONAL EXPERIENCE**

**Admissions Counselor III**  
Southern New Hampshire University

May 2014 to Present

- Perform admissions interview, collect documents, and assist with necessary documents for financial aid, registering students
- Knowledge pertaining to over 180 degree programs and setting students up in the correct program associated with their career goals.
- Active listening skills utilized in order to best determine students' needs and address concerns in the moment.

**Program Aide**  
Families in Transition

December 2016 to December 2018

- Provided direct support, oversight and interventions for around 30 supportive housing apartments.
- Completed rounds of assigned property, providing recovery based, encouraging community building and maintaining stability,
- providing consistent staff presence for families to access support,
- Addressed conflict or concerns as well as drug/alcohol screening

### **PROFESSIONAL ASSOCIATIONS**

- National Society of Leadership and Success
- National Honor Society of Collegiate Scholars



Nicole Ouellette

**Availability:**      **Job Type:** Permanent  
**Work Schedule:** Full-Time

---

**Work**

**Experience:**      ***U.S. Air Force Reserves***  
**Health Services Management**  
Chicopee, Massachusetts

**12/2016 – Present**

**Duties and Related Skills:**

- Prepare, file, safe-guard, transfer and retire patient health records
  - Process requests for diagnostic tests, consultations and referrals
  - Prepare patient related correspondence and orders for transfer, assignment and aeromedical evacuation
  - Manage healthcare resources and facilities, including financial statements and reports
  - Coordinate release of information functions
- 

***Coos County Nursing Home***

**License Nursing Assistant**

364 Cates Hill Road  
Berlin, NH 03570 United States

**06/2016 – Present**

**Salary: \$12.45**

**Hours per week: Per diem**

**Duties and Related Skills:**

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- Provides for the needs of residents, such as cleanliness, nourishment, emotional comfort and activities such as sensory stimulation as directed by a nurse.
- Provides basic nursing care taking vital signs and collecting specific specimens for routine laboratory examinations.
- Completes daily assigned tasks such as clothing distribution, replenishing charts, emptying laundry hampers, and cleaning furniture.
- Observes and interacts with residents, reports observations to a Licensed Nursing Assistant II or nurse to assist in care planning.
- Documents in records all care rendered, describing behaviors and reactions of residents.
- Promotes resident independence in meeting individual needs.
- May act as preceptor for orientation of new staff as assigned by supervisor.
- Utilizes principles of infection control and universal precautions to foster resident treatment, recovery and/or prevention of infection.
- Prepares and assists with transferring residents to special functions, trips, consults, religious activities, and other places within and outside the facility.
- Encourages and maintains an open communication system and positive interactions with residents, families, and guardians.
- Participates in organizational meetings and committees.
- Attends and participates in in-service educational programs to broaden knowledge related to the position.
- Drive residents to medical appointments.

---

***Saint Vincent de Paul Nursing Home***

**License Nursing Assistant**

29 Providence Ave  
Berlin, NH 03570 United States

**01/2016 – 04/2017**

**Salary: \$10.45**

**Hours per week: 24-40**

**Duties and Related Skills:**

- Provides for the needs of residents, such as cleanliness, nourishment, emotional comfort and activities such as sensory stimulation as directed by a nurse.
- Provides basic nursing care taking vital signs and collecting specific specimens for routine laboratory examinations.
- Completes daily assigned tasks such as clothing distribution, replenishing charts, emptying laundry hampers, and cleaning furniture.
- Observes and interacts with residents, reports observations to a Licensed Nursing Assistant II or nurse to assist in care planning.
- Documents in records all care rendered, describing behaviors and reactions of residents.



- Promotes resident independence in meeting individual needs.
  - May act as preceptor for orientation of new staff as assigned by supervisor.
  - Utilizes principles of infection control and universal precautions to foster resident treatment, recovery and/or prevention of infection.
  - Prepares and assists with transferring residents to special functions, trips, consults, religious activities, and other places within and outside the facility.
  - Encourages and maintains an open communication system and positive interactions with residents, families, and guardians.
  - Participates in organizational meetings and committees.
  - Attends and participates in in-service educational programs to broaden knowledge related to the position.
- 

***Mollidgewock State Park***

**Manager**

1437 Berlin Road  
Errol NH, 03579 United States

**06/2018 -Current**

**Salary \$15.95**

**Hours per week: 20-40**

**Duties and Related Skills**

- Advises and completes park work, such as maintenance and repair of buildings, shelters, tables, fireplaces, grounds, swimming areas, roads, trails, restrooms, and water systems.
  - Provides information to the public on state park facilities, rules and regulations, historical data, and related information.
  - Collects fees, assigns park areas, and ensures park services are provided.
  - Patrols park or historical site for detection of fires and compliance with rules and regulations.
  - Keeps records and makes necessary reports for state park system.
  - Conducts guided or informational tours of historical sites for the public.
  - Manage Staff Schedules, Retail products, and Equipment on the job
  - Provide training to new employees
- 

***Milan Hill State Park***

**Assistant Office Manger**

427 Milan Hill Road  
Milan NH, 03588 United States

**06/2014 – 2018**

**Salary: \$12.63**

**Hours per week: 24-30**

**Duties and Related Skills:**

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- Advises and completes park work, such as maintenance and repair of buildings, shelters, tables, fireplaces, grounds, swimming areas, roads, trails, restrooms, and water systems.
  - Provides information to the public on state park facilities, rules and regulations, historical data, and related information.
  - Collects fees, assigns park areas, and ensures park services are provided.
  - Patrols park or historical site for detection of fires and compliance with rules and regulations.
  - Keeps records and makes necessary reports for state park system.
  - Conducts guided or informational tours of historical sites for the public.
- 

***White Mountain Community College Childcare Center***

**Substitute Teacher**

2020 Riverside Drive  
Berlin NH, 03570 United States

**07/2015-03/2016**

**Salary: \$12.45**

**Hours per week: 20-30**

**Duties and Related Skills:**

- Assists in planning and outlining classroom activities within a structural program.
  - Adapts instructional activities to students in both academic and vocational fields, as assigned by supervisor, providing tutorial and remedial assistance.
  - Completes accountability reports and maintains records for each student.
  - Conducts extra-curricular activities as assigned.
  - Serves as a member of a team evaluating students individual needs regarding behavioral and academic objectives.
  - Prepares material for use in classroom activities using duplicating equipment when appropriate.
  - Performs other tasks and duties, when assigned, to assist a teacher in increasing the effectiveness of a class of pupils.
- 

***Jericho Mountain State Park***

**Assistant Store Manger**

298 Jericho Lake Road  
Berlin, NH 03570 United States

**06/2010 – 6/2014**

**Salary:**

**Hours per week:**

**Duties and Related Skills:**



- Advises and completes park work, such as maintenance and repair of buildings, shelters, tables, fireplaces, grounds, swimming areas, roads, trails, restrooms, and water systems.
  - Provides information to the public on state park facilities, rules and regulations, historical data, and related information.
  - Collects fees, assigns park areas, and ensures park services are provided.
  - Patrols park or historical site for detection of fires and compliance with rules and regulations.
  - Keeps records and makes necessary reports for state park system.
  - Conducts guided or informational tours of historical sites for the public.
- 

**Licenses and  
Certifications:**

- Health Services Management Certificate
  - Basic Military Train Course
  - Flight Line Driving License (Military)
  - LNA License
  - Driver's License
  - Security Guard License
  - Child Care Certification
  - CPR Certification
- 

**Education:**

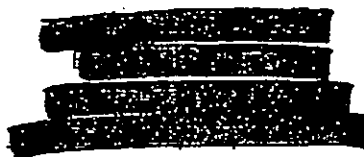
- High School Diploma
- Enrolled in College @WMCC (Graduate in 2020 with Associates in Liberal Arts)
- Basic Training (Military)

**References:**

- Bill Chabot, Electrician at Androscoggin Valley Hospital, 603-219-8085
- Pam Villeneuve, Home Health Care Provider, 603-723-7566
- Melissa Beaudoin, LNA at St Vincent De Paul, 603-348-3886
- Korin Villeneuve, LNA at Coos County Nursing Home, 603-723-2590
- William Potter, State Park Worker, 603-788-4312
- Douglas Goodwin, State DOT, 603-348-1705



RAYLEEN ROY



## OBJECTIVE

To secure a position as a phlebotomist and utilize newly acquired skills obtained through a phlebotomy certificate program.

## PROFILE

Motivated, personable aesthetician that owns and operates a successful mini-spa. Provide high quality skin care services to clients of all ages. Use state-of-the-art equipment in recommending skin care strategies. Manage all aspects of the business in an efficient, time conscious way.

## SKILLS SUMMARY

Customer Service	Bookkeeping	Fiscal Responsibility
Time Management	Advising Skin Care	Interpersonal Skills
Multi-Tasking	Scheduling	Inventory Control

## RELEVANT EXPERIENCE

### Customer Care:

Earned a reputation as being comfortable to be around.  
Recommended doctor treatment in the early detection of skin cancer for several clients.  
Advised healthy skin care strategies for the preservation of skin.  
Kept clean and sterile equipment for the treatment of clients.  
Stayed current on industry standards by attending continuing education workshops.  
Provided a relaxing, pleasing spa area by focusing on cleanliness, color scheme, and décor.



### **Detail Mastery and Organization:**

Created and managed a successful spa for sixteen years.  
Expanded the service business by adding a retail area.  
Purchased all products for retail business by attending trade shows.  
Managed customer scheduling/appointment book to efficiently service customers all while providing a relaxing environment.

### **WORK HISTORY**

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**Skinplicity** – A Mini-Spa, Main Street, Berlin, NH  
*Owner and Operator* – 2000 to present

**Crown Vantage**, 650 Main Street, Berlin, NH  
*Laborer* - worked all over the mill at various jobs including towel packer, paper tester, and filter plant operator - 1986-1998

**Gamm**, Jericho Road, Berlin, NH  
*Crease Stitcher* - 1982 to 1986

### **EDUCATION**

---

**White Mountains Community College**, Berlin, NH  
*Phlebotomy Certificate* – 1/2016 – 5/2016  
33 credits accumulated at WMCC as it relates to business studies.

**Catherine Hinds School of Esthetics**, Woburn, MA  
*Esthetician* – 10/1998-5/1999  
First in history to complete program ahead of schedule.

**Berlin High School**, Berlin, NH  
*High School Graduate* – 6/1981





# Weeks Medical Center

Application for Employment

It is the intent of Weeks Medical Center to conform to Federal and State Laws pertaining to non discrimination.

\* Required Information

September 26, 2018

## PERSONAL INFORMATION

First Name: \* Tracy M.

Last Name: \* Fortin

Address: \*

City: \*

State: \*

Zip: \*

Last 4 Digits of Social Security Number: \*

Home/Other Phone: \*

Work Phone:

Cell Phone: \*

Best way to contact: No Preference

Email Address: \*

## EDUCATION

High School

Name of school: Berrien High School Years completed? 12

Street: 550 Ward Street Degree Type:

City: Berrien Did you graduate? Yes

State: NH Province:

Zip: 03570

Country: United States

List school achievements, specialized training, apprenticeship, and extra curricular activities that may be helpful in considering your application:

## SKILLS/EXPERIENCE

Check all that apply:

- |   |   |  |   |
|---|---|--|---|
| <input checked="" type="checkbox"/> Billing       | <input type="checkbox"/> ICU/CCU          | <input type="checkbox"/> Nursing Supervision   | <input type="checkbox"/> Geriatric              |
| <input type="checkbox"/> Hospital Admitting       | <input type="checkbox"/> Neurology        | <input type="checkbox"/> Respiratory Therapy   | <input type="checkbox"/> Med/Surg               |
| <input type="checkbox"/> Medical Terminology      | <input type="checkbox"/> Physical Therapy | <input type="checkbox"/> E.M.S.                | <input type="checkbox"/> Orthopedics            |
| <input type="checkbox"/> Pediatrics               | <input type="checkbox"/> X-Ray            | <input type="checkbox"/> Lab/Chemistry         | <input checked="" type="checkbox"/> Switchboard |
| <input checked="" type="checkbox"/> Transcription | <input type="checkbox"/> Collections      | <input type="checkbox"/> Oncology              | <input type="checkbox"/> Medical Transcription  |
| <input checked="" type="checkbox"/> Accounting    | <input type="checkbox"/> IV Therapy       | <input type="checkbox"/> Surgery/Recovery Room | <input type="checkbox"/> Coding                 |

Typing Speed: WPM

Errors:

Medical Transcription: WPM N/A

Word Processing / Computers: adequate

Office Equipment / Products / Mobile Machinery: adequate

Foreign Languages: N/A

Other skills not mentioned above: learn quickly



Membership in Professional or Civic Organizations:  
(You may exclude those which may disclose your race, color, religion or national origin.)

#### LICENSES/CERTIFICATIONS

Professional Licensure	Type	State	Number	Date Issued	Expiration Date	Temp/Perm
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Have you ever had any action taken against your professional license?  
If yes, please explain circumstances and outcome.

#### WORK HISTORY

Please list your most recent first. Be specific and accurate. Complete even if attaching a resume. This information may be used for checking references.

Are you currently employed? \* Yes

##### 1. Current/most recent employer:

Name of Company: \* Tri County Cap Transit  
31 Pleasant Street  
Berlin  
NH  
Zip 03570  
Employer Phone 603 752 1741

Job Duties and Responsibilities: \*  
scheduling trips local and long distance for passengers, answering phones, dealing with multiple computer screens and programs.

Reason For Leaving: \*  
missed work as an administrative assistant.

May we contact this employer for a reference?  
Yes

Other Name: \* United Northern Human Services

Job Title: \* administrative/Rep Payee

Employed From: \* 05 2004

Employed To: \* 06 2017

Starting Salary: \* 7

Ending Salary: \* 14

Supervisor Name: Richard Lafamme

Employment Status: Full Time

#### MILITARY SERVICE

Were/Are you a member of the U.S. Armed Forces? No

Branch of Service:

Period of Active Duty: From:  
To:

Highest rank held:

Type of Separation/Discharge:

#### REFERENCES

Please give three references (DO NOT list relatives)

Name

Phone Number

Email Address

Relationship

#### ADDITIONAL INFORMATION

Minimum Salary Desired:

When will you be available to begin work? need to give two weeks notice



How did you find out about this position? Relative  
 If you selected other, please enter "Other" source:

If you were referred by a current employee, enter the r

First Name: [REDACTED]  
 Last Name: [REDACTED]  
 Department: [REDACTED]

If you have any relatives currently employed by Weeks  
 Medical Center, enter the r

First Name: [REDACTED]  
 Last Name: [REDACTED]  
 Department: [REDACTED]

Which job status/shift would you accept? (please check all that apply)

Status	Shift
<input checked="" type="checkbox"/> Full Time	<input checked="" type="checkbox"/> Day
<input checked="" type="checkbox"/> Part Time	<input checked="" type="checkbox"/> Evening
<input type="checkbox"/> PRN	<input type="checkbox"/> Night
<input type="checkbox"/> Flex Time	<input checked="" type="checkbox"/> Weekend
<input type="checkbox"/> Temporary	<input type="checkbox"/> Rotating Shifts

Please answer all of the following questions.

- ☐ Are you under 16 years of age?
- ☐ Are you presently authorized to work in the United States?
- ☐ Have you ever been employed by Weeks Medical Center?  
 If yes, hire date and department?  
 Hire Date: Department:
- ☐ Have you previously filed an application with Weeks Medical Center or any of its affiliates?
- ☐ Do you have any limitations that would affect your ability to perform the essential job functions of the position(s)?  
 If yes, please explain.
- ☐ Have you ever been convicted of a crime other than a minor traffic offense (including Military Service)?  
 If yes, please explain.  
*(Weeks Medical Center conducts criminal record checks. Failure to divulge complete information will disqualify you from employment. However, conviction will not necessarily disqualify an applicant from employment.)*
- ☐ Are you charged with an unresolved criminal charge? (Are you charged with a crime that has not yet resulted in a plea of guilty, court trial, deferred adjudication or dropping of the charge?)  
 If yes, explain fully.

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I certify that the information on this application and any attached documents is true and complete, and I understand that false statements as well as omissions in fact may be considered grounds for termination if I am hired.

I understand that my employment is contingent upon the satisfactory completion of a post offer physical examination.

I authorize individuals, companies, or other organizations mentioned in this application or in correspondence submitted in connection with it to release information about me to Weeks Medical Center. I further authorize Weeks Medical Center to make information about me available to a prospective employer, government agency, or licensing, certification, or regulatory organization. I release these parties and Weeks Medical Center from any liability in requesting or releasing such information.

I understand that any employment given me will start with a 90 day introductory period, and that my status is that of an employee at will, meaning that I have no contractual right, express or implied, to remain in Weeks Medical Center's employment. I agree to conform to the rules of the hospital and that my employment and compensation can be terminated at any time at the option of either the hospital or myself. I understand that no officer or representative of Weeks Medical Center has the authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to the previous.



My typed name below shall have the same force and effect as my written signature.

[Redacted]

Card data's/App can't's Signature: [Redacted]

Date:

[Redacted]



## DOORWAY at ANDROSCOGGIN VALLEY HOSPITAL

Key Personnel

				FY22	With 20% Benefits
Name	Job Title	Salary Rate Per Hour	% Paid from this Contract	Amount Paid from this Contract	
Lydia McKenzie	Psych Nurse Practitioner	\$92.14	50%	\$ 47912.8	\$57495.36
Scott Parent	LDAC	\$29.81	100%	\$ 62004.80	\$74405.76
Laurie Collins	MA, Team Leader	\$27.19	50%	\$ 28277.60	\$33933.12
Christine Fortin	Manager	\$52.55	50%	\$ 54652.00	\$65582.40
Carissa Rodgers	MA	\$19.08	100%	\$ 39644.80	\$47573.76
Jessica Bregler Selena Marquis	Case Manager= 1 CM	\$21.18 \$23.46	100%	\$ 48796.8	58556.16
Benjamin Waterman Nicole Oullette	MA= 1 MA	\$17.74 \$17.71	100%	\$ 36899.22	44279.04
Rayleen Roy	COVID Screener	\$14.86	100%	\$ 30908.8	37090.56
Tracy Fortin	Front Desk	\$19.00	100%	\$ 39520.00	47424.00



JAN20'21 PM 3:57 RCVD

10 mac



Lori A. Shiblinette  
Commissioner

Katja S. Fox  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION FOR BEHAVIORAL HEALTH

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

January 19, 2021

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division for Behavioral Health, to **Retroactively** amend existing **Sole Source** contracts with the vendors listed in **bold** below to continue a statewide system of Doorways that provide access to substance use disorder treatment and recovery services and supports, by exercising renewal options by increasing the total price limitation by \$6,898,532 from \$27,125,987 to \$34,024,519 and by extending the completion dates from September 29, 2020 to September 29, 2021 effective retroactive to September 29, 2020 upon Governor and Council approval. 97.28% Federal and 2.72% Other Funds.

The individual contracts were approved by Governor and Council as specified in the table below.

Vendor Name	Vendor Code	Area Served	Current Amount	Increase/ (Decrease)	New Amount	G&C Approval
<b>Androscoggin Valley Hospital, Inc., Berlin, NH</b>	<b>177220-B002</b>	Berlin	\$1,670,051	\$279,466	\$1,949,517	O: 10/31/18 Item #17A A1: 8/28/19 (Item #10) A2: 6/24/20 (Item #31)
<b>Concord Hospital, Inc., Concord, NH</b>	<b>177653-B003</b>	Concord	\$2,272,793	\$416,001	\$2,688,794	O: 10/31/18 Item #17A A1: 8/28/19 (Item #10) A2: 6/24/20 (Item #31)
<b>Granite Pathways, Concord, NH</b>	<b>228900-B001</b>	Concord	\$6,895,879	\$0	\$6,895,879	O: 10/31/18 (Item #17A) A1: 9/18/19, (Item #20)
<b>Littleton Regional Hospital, Littleton, NH</b>	<b>177162-B011</b>	Littleton	\$1,713,805	\$446,884	\$2,160,689	O: 10/31/18 (Item #17A) A1: 9/18/19, (Item #20) A2: 6/24/20 (Item #31)



His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
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LRGHealthcare Laconia, NH	177161 -B006	Laconia	\$1,987,673	\$329,403	\$2,317,076	O: 10/31/18 (Item #17A) A1: 9/18/19, (Item #20) A2: 6/24/20 (Item #31)
Mary Hitchcock Memorial Hospital, Lebanon, NH	177651 -B001	Lebanon	\$4,349,314	\$0	\$4,349,314	O: 10/31/18 Item #17A A1: 11/14/19 (Item #11) A2: 9/18/19, (Item #20) A3: 6/24/20 (Item #31)
The Cheshire Medical Center, Keene, NH	155405 -B001	Keene	\$1,947,690	\$1,116,050	\$3,063,740	O: 10/31/18 (Item #17A) A1: 9/18/19, (Item #20) A2: 6/24/20 (Item #31)
Wentworth- Douglass, Hospital, Dover, NH	177187 -B001	Dover	\$2,769,452	\$1,339,947	\$4,109,399	O: 10/31/18 (Item #17A) A1: 9/18/19, (Item #20) A2: 6/24/20 (Item #31)
Catholic Medical Center, Manchester, NH	177240 -B003	Greater Manchester	\$1,948,342	\$2,970,781	\$4,919,123	O: 3/11/20 (Item #9A)
Southern New Hampshire Health System, Inc., Nashua, NH	177321 -R004	Greater Nashua	\$1,570,988	\$0	\$1,570,988	O: 3/11/20 (Item #9A)
		Total	\$27,125,987	\$6,898,532	\$34,024,519	

Funds are available in the following accounts for State Fiscal Year 2021, and are anticipated to be available in State Fiscal Years 2022, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

#### EXPLANATION

This request is **Retroactive** because sufficient funds in State Fiscal Year 2021 were not available in the operating budget considering the grant amount awarded, and due to delay by the Substance Abuse and Mental Health Services Administration in approving New Hampshire's requests for continued State Opioid Response Grant funding the efforts to add the state appropriations were deferred. This request is **Sole Source** because the contracts were originally approved as sole source and MOP 150 requires any subsequent amendments to be labelled as sole source.



His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 3 of 3

The purpose of this request is to continue providing services through the Doorways by utilizing unexpended funds from the first round of State Opioid Response funding, adding funding from the second round of State Opioid Response, and adding funding to address the needs of individuals with substance use disorders not covered under State Opioid Response.

Approximately 2,000 individuals will be served from September 30, 2020 to September 29, 2021.

The contractors will continue providing a network of Doorways to ensure every resident in New Hampshire has access to substance use disorder treatment and recovery services in person during typical business hours. Additionally, telephonic services for screening, assessment, and evaluations for substance use disorders are available through the Doorways 24 hours, seven (7) days a week, to ensure no one in New Hampshire has to travel more than 60 minutes to access services.

The Doorways' services provide resources to strengthen existing prevention, treatment, and recovery programs; ensure access to critical services to decrease the number of opioid-related deaths in New Hampshire; and promote engagement in the recovery process. Individuals with substance use disorders other than opioids or stimulants are also being seen and referred to the appropriate services by the Doorways.

The Department will monitor contracted services using the following methods:

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

As referenced in Exhibit C-1 Revisions to Standard Contract Language, Paragraph 3. Renewals, or Exhibit A, Revisions to Standard Contract Provisions, Subsection 1 – Revisions to Form P-37, General Provisions, in the case of Catholic Medical Center and Southern New Hampshire Health System, Inc., of the original contracts the parties have the option to extend the agreements for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for one (1) of the two (2) years available.

Should the Governor and Council not authorize this request, individuals seeking treatment for opioid use disorder may experience difficulty navigating a complex system; may not receive the supports and clinical services they need; and may experience delays in receiving care that negatively impact recovery and increase the risk of relapse.

Areas served: Statewide.

Source of Funds: CFDA #93.788, FAIN #H79TI081685 and H79TI083326.

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

Respectfully submitted,



Lori A. Weaver  
Deputy Commissioner



DEPARTMENT OF HEALTH AND HUMAN SERVICES  
COMMUNITY MENTAL HEALTH CENTER CONTRACT AMENDMENTS  
SFY 2016 FINANCIAL DETAIL

05-95-92-920510-70400000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF HHS: BEHAVIORAL HEALTH DIV OF BUREAU OF DRUG & ALCOHOL SERVICES, STATE OPIOID RESPONSE GRANT 100% Federal Funds CFDA #93.788 FAIR H79T081685 and H79T081326

Androscoggin Valley

Vendor # 177220

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	\$ 619,850.00	\$ (335,600.00)	\$ 234,250.00
2020	102/500731	Contracts for Program Services	92057040	\$ 848,918.00	\$ (195,933.00)	\$ 652,985.00
2021	102/500731	Contracts for Program Services	92057040	\$ 201,283.00	\$ -	\$ 201,283.00
2021	102/500731	Contracts for Program Services	92057047	\$ -	\$ 181,000.00	\$ 181,000.00
2021	102/500731	Contracts for Program Services	92057048	\$ -	\$ 436,666.00	\$ 436,666.00
2022	102/500731	Contracts for Program Services	92057048	\$ -	\$ 218,333.00	\$ 218,333.00
		<b>Sub Total</b>		<b>\$ 1,670,051.00</b>	<b>\$ 254,466.00</b>	<b>\$ 1,924,517.00</b>

Concord

Vendor # 177653

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	\$ 710,746.00	\$ (447,973.00)	\$ 262,773.00
2020	102/500731	Contracts for Program Services	92057040	\$ 1,325,131.00	\$ -	\$ 1,325,131.00
2021	102/500731	Contracts for Program Services	92057040	\$ 236,916.00	\$ -	\$ 236,916.00
2021	102/500731	Contracts for Program Services	92057047	\$ -	\$ 166,000.00	\$ 166,000.00
2021	102/500731	Contracts for Program Services	92057048	\$ -	\$ 400,000.00	\$ 400,000.00
2022	102/500731	Contracts for Program Services	92057048	\$ -	\$ 200,000.00	\$ 200,000.00
		<b>Sub Total</b>		<b>\$ 2,272,793.00</b>	<b>\$ 318,027.00</b>	<b>\$ 2,590,820.00</b>

Cheshire

Vendor # 155405

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	\$ 615,100.00	\$ (3,813.00)	\$ 611,287.00
2020	102/500731	Contracts for Program Services	92057040	\$ 1,127,557.00	\$ -	\$ 1,127,557.00
2021	102/500731	Contracts for Program Services	92057040	\$ 205,033.00	\$ -	\$ 205,033.00
2021	102/500731	Contracts for Program Services	92057047	\$ -	\$ 229,925.00	\$ 229,925.00
2021	102/500731	Contracts for Program Services	92057048	\$ -	\$ 532,304.00	\$ 532,304.00
2022	102/500731	Contracts for Program Services	92057048	\$ -	\$ 266,152.00	\$ 266,152.00
		<b>Sub Total</b>		<b>\$ 1,947,690.00</b>	<b>\$ 1,024,568.00</b>	<b>\$ 2,972,258.00</b>



DEPARTMENT OF HEALTH AND HUMAN SERVICES  
COMMUNITY MENTAL HEALTH CENTER CONTRACT AMENDMENTS  
SFY 2016 FINANCIAL DETAIL

Granite Pathways Manchester

Vendor #228900

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	\$ 1,331,471.00	\$ -	\$ 1,331,471.00
2020	102/500731	Contracts for Program Services	92057040	\$ 2,349,699.00	\$ -	\$ 2,349,699.00
2021	102/500731	Contracts for Program Services	92057040	\$ -	\$ -	\$ -
2021	102/500731	Contracts for Program Services	92057040	\$ -	\$ -	\$ -
2021	102/500731	Contracts for Program Services	92057040	\$ -	\$ -	\$ -
2022	102/500731	Contracts for Program Services	92057048	\$ -	\$ -	\$ -
		<b>Sub Total</b>		\$ 3,681,170.00	\$ -	\$ 3,681,170.00

Granite Pathways Nashua

Vendor # 228900

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	\$ 1,348,973.00	\$ -	\$ 1,348,973.00
2020	102/500731	Contracts for Program Services	92057040	\$ 1,865,736.00	\$ -	\$ 1,865,736.00
2021	102/500731	Contracts for Program Services	92057040	\$ -	\$ -	\$ -
2021	102/500731	Contracts for Program Services	92057040	\$ -	\$ -	\$ -
2021	102/500731	Contracts for Program Services	92057040	\$ -	\$ -	\$ -
2022	102/500731	Contracts for Program Services	92057048	\$ -	\$ -	\$ -
		<b>Sub Total</b>		\$ 3,214,709.00	\$ -	\$ 3,214,709.00

Littleton Regional

Vendor # 177162

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	\$ 627,750.00	\$ (388,115.00)	\$ 239,135.00
2020	102/500731	Contracts for Program Services	92057040	\$ 882,805.00	\$ -	\$ 882,805.00
2021	102/500731	Contracts for Program Services	92057040	\$ 203,750.00	\$ -	\$ 203,750.00
2021	102/500731	Contracts for Program Services	92057047	\$ -	\$ 175,000.00	\$ 175,000.00
2021	102/500731	Contracts for Program Services	92057048	\$ -	\$ 423,333.00	\$ 423,333.00
2022	102/500731	Contracts for Program Services	92057048	\$ -	\$ 211,666.00	\$ 211,666.00
		<b>Sub Total</b>		\$ 1,713,805.00	\$ 421,884.00	\$ 2,135,689.00

LRGHealthcare

Vendor # 177161

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	\$ 615,000.00	\$ (115,000.00)	\$ 500,000.00
2020	102/500731	Contracts for Program Services	92057040	\$ 1,167,673.00	\$ (525,559.00)	\$ 642,114.00
2021	102/500731	Contracts for Program Services	92057040	\$ 205,000.00	\$ -	\$ 205,000.00
2021	102/500731	Contracts for Program Services	92057047	\$ -	\$ 178,000.00	\$ 178,000.00
2021	102/500731	Contracts for Program Services	92057048	\$ -	\$ 430,000.00	\$ 430,000.00
2022	102/500731	Contracts for Program Services	92057048	\$ -	\$ 215,000.00	\$ 215,000.00
		<b>Sub Total</b>		\$ 1,887,673.00	\$ 182,441.00	\$ 2,170,114.00



DEPARTMENT OF HEALTH AND HUMAN SERVICES  
COMMUNITY MENTAL HEALTH CENTER CONTRACT AMENDMENTS  
SFY 2016 FINANCIAL DETAIL

Mary Hitchcock

Vendor # 177180

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	\$ 1,390,247.00		\$ 1,390,247.00
2020	102/500731	Contracts for Program Services	92057040	\$ 2,575,109.00		\$ 2,575,109.00
2021	102/500731	Contracts for Program Services	92057040	\$ 383,958.00		\$ 383,958.00
2021	102/500731	Contracts for Program Services	92057047	\$ -		\$ -
2021	102/500731	Contracts for Program Services	92057048	\$ -		\$ -
2022	102/500731	Contracts for Program Services	92057048	\$ -		\$ -
		<b>Sub Total</b>		\$ 4,349,314.00	\$ -	\$ 4,349,314.00

Wentworth Douglass

Vendor # 177187

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	\$ 722,025.00	\$ (184,962.00)	\$ 537,063.00
2020	102/500731	Contracts for Program Services	92057040	\$ 1,806,752.00		\$ 1,806,752.00
2021	102/500731	Contracts for Program Services	92057040	\$ 240,675.00		\$ 240,675.00
2021	102/500731	Contracts for Program Services	92057047		\$ 299,000.00	\$ 299,000.00
2021	102/500731	Contracts for Program Services	92057048		\$ 691,360.00	\$ 691,360.00
2022	102/500731	Contracts for Program Services	92057048		\$ 345,680.00	\$ 345,680.00
		<b>Sub Total</b>		\$ 2,769,452.00	\$ 1,151,078.00	\$ 3,920,530.00

Catholic Medical Center

Vendor # 177240

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	\$ -	\$ -	\$ -
2020	102/500731	Contracts for Program Services	92057040	\$ 1,223,728.00	\$ (878,709.00)	\$ 345,019.00
2021	102/500731	Contracts for Program Services	92057040	\$ 724,614.00		\$ 724,614.00
2021	102/500731	Contracts for Program Services	92057047	\$ -	\$ 802,501.00	\$ 802,501.00
2021	102/500731	Contracts for Program Services	92057048	\$ -	\$ 1,846,000.00	\$ 1,846,000.00
2022	102/500731	Contracts for Program Services	92057048	\$ -	\$ 923,000.00	\$ 923,000.00
		<b>Sub Total</b>		\$ 1,948,342.00	\$ 2,692,792.00	\$ 4,641,134.00

Southern New Hampshire Health Systems, Inc.

Vendor # 177321

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	\$ -		\$ -
2020	102/500731	Contracts for Program Services	92057040	\$ 1,048,716.00		\$ 1,048,716.00
2021	102/500731	Contracts for Program Services	92057040	\$ 522,272.00		\$ 522,272.00
2021	102/500731	Contracts for Program Services	92057047	\$ -		\$ -
2021	102/500731	Contracts for Program Services	92057048	\$ -		\$ -
2022	102/500731	Contracts for Program Services	92057048	\$ -		\$ -
		<b>Sub Total</b>		\$ 1,570,988.00	\$ -	\$ 1,570,988.00
		<b>Total SOR</b>		\$ 27,125,937.00	\$ 6,045,256.00	\$ 33,171,243.00



DEPARTMENT OF HEALTH AND HUMAN SERVICES  
COMMUNITY MENTAL HEALTH CENTER CONTRACT AMENDMENTS  
SFY 2016 FINANCIAL DETAIL

05-95-92-920510-33820000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF  
DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)

Vendor # 177220

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2021	102/500731	Contracts for Program Services	92058501	\$ -	\$ 18,750.00	\$ 18,750.00
2022	102/500731	Contracts for Program Services	92058501	\$ -	\$ 6,250.00	\$ 6,250.00
		<b>Sub Total</b>		\$ -	\$ 25,000.00	\$ 25,000.00

Vendor # 177853

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2021	102/500731	Contracts for Program Services	92058501	\$ -	\$ 73,481.00	\$ 73,481.00
2022	102/500731	Contracts for Program Services	92058501	\$ -	\$ 24,493.00	\$ 24,493.00
		<b>Sub Total</b>		\$ -	\$ 97,974.00	\$ 97,974.00

Vendor # 155405

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2021	102/500731	Contracts for Program Services	92058501	\$ -	\$ 68,612.00	\$ 68,612.00
2022	102/500731	Contracts for Program Services	92058501	\$ -	\$ 22,870.00	\$ 22,870.00
		<b>Sub Total</b>		\$ -	\$ 91,482.00	\$ 91,482.00

Vendor # 177162

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2021	102/500731	Contracts for Program Services	92058501	\$ -	\$ 18,750.00	\$ 18,750.00
2022	102/500731	Contracts for Program Services	92058501	\$ -	\$ 6,250.00	\$ 6,250.00
		<b>Sub Total</b>		\$ -	\$ 25,000.00	\$ 25,000.00

Vendor # 177181

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2021	102/500731	Contracts for Program Services	92058501	\$ -	\$ 110,222.00	\$ 110,222.00
2022	102/500731	Contracts for Program Services	92058501	\$ -	\$ 36,740.00	\$ 36,740.00
		<b>Sub Total</b>		\$ -	\$ 146,962.00	\$ 146,962.00

Vendor # 177180

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2021	102/500731	Contracts for Program Services	92058501	\$ -	\$ -	\$ -
2022	102/500731	Contracts for Program Services	92058501	\$ -	\$ -	\$ -
		<b>Sub Total</b>		\$ -	\$ -	\$ -

Vendor # 177187

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2021	102/500731	Contracts for Program Services	92058501	\$ -	\$ 141,652.00	\$ 141,652.00
2022	102/500731	Contracts for Program Services	92058501	\$ -	\$ 47,217.00	\$ 47,217.00
		<b>Sub Total</b>		\$ -	\$ 188,869.00	\$ 188,869.00



DEPARTMENT OF HEALTH AND HUMAN SERVICES  
COMMUNITY MENTAL HEALTH CENTER CONTRACT AMENDMENTS  
SFY 2016 FINANCIAL DETAIL

Catholic Medical Center

Vendor # 177240

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2021	102/500731	Contracts for Program Services	92058501	\$ -	\$ 208,492.00	\$ 208,492.00
2022	102/500731	Contracts for Program Services	92058501	\$ -	\$ 69,497.00	\$ 69,497.00
		Sub Total		\$ -	\$ 277,989.00	\$ 277,989.00

Southern New Hampshire Health Systems, Inc.

Vendor # 177321

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2021	102/500731	Contracts for Program Services	92058501	\$ -		\$ -
2022	102/500731	Contracts for Program Services	92058501	\$ -		\$ -
		Sub Total		\$ -	\$ -	\$ -
		Total Gov Commission		\$ -	\$ 853,276.00	\$ 853,276.00
		Total All		\$ 27,125,987.00	\$ 4,898,532.00	\$ 34,024,519.00





**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**

**State of New Hampshire  
Department of Health and Human Services  
Amendment #3 to the Access and Delivery Hub for Opioid Use Disorder Services Contract**

This 3<sup>rd</sup> Amendment to the Access and Delivery Hub for Opioid Use Disorder Services contract (hereinafter referred to as "Amendment #3") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Androscoggin Valley Hospital, Inc. (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 59 Page Hill Road, Berlin, NH 03570.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on October 31, 2018 (Item #17A), as amended on August 28, 2019, (Item #10), and on June 24, 2020, (Item #31) the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Paragraph 3. Renewal, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:  
September 29, 2021.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$1,949,517
3. Modify Exhibit A Amendment #1, Scope of Services, by replacing in its entirety with Exhibit A Amendment #3, Scope of Services, in order to update all references to current funding sources and related requirements, which is attached hereto and incorporated by reference herein.
4. Modify Exhibit B Amendment #1, Methods and Conditions Precedent to Payment, by replacing in its entirety with Exhibit B Amendment #3, Methods and Conditions Precedent to Payment, in order to bring payment terms into compliance with current Department of Administrative Services Manual of Procedures standards, which is attached hereto and incorporated by reference herein.
5. Modify Exhibit B-1, Budget by reducing the total budget amount by \$385,600, which is identified as unspent funding of which \$181,000 is being carried forward to fund the activities in this Agreement for SFY 21 (September 30, 2020 through December 31, 2020), as specified in Exhibit B-4 Amendment #3 NCE; and of which \$204,600 is being carried forward to fund the activities in this Agreement for SFY 21 (January 1, 2021 through June 20, 2021), as specified, in part, in Exhibit B-6 Amendment #3 SOR II.
6. Modify Exhibit B-2, Amendment #1 Budget by reducing the total budget amount by \$195,933, which is identified as unspent funding that is being carried forward to fund the activities in this Agreement for SFY 21 (January 1, 2021 through June 20, 2021) in the amount of \$195,933, as specified, in part, in Exhibit B-6 Amendment #3 SOR II.
7. Add Exhibit B-4 Amendment #3 NCE, which is attached hereto and incorporated by reference herein.
8. Add Exhibit B-5 Amendment #3 GovComm, which is attached hereto and incorporated by

Androscoggin Valley Hospital, Inc

Amendment #3

Contractor Initials

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**New Hampshire Department of Health and Human Services  
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reference herein.

9. Add Exhibit B-6 Amendment #3 SOR II, which is attached hereto and incorporated by reference herein.
10. Add Exhibit B-7 Amendment #3 GovComm, which is attached hereto and incorporated by reference herein.
11. Add Exhibit B-8 Amendment #3 SOR II, which is attached hereto and incorporated by reference herein.



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All terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #3 remain in full force and effect. This amendment shall be effective September 29, 2020, upon Governor and Executive Council approval.

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

State of New Hampshire  
Department of Health and Human Services

1/5/2021

Date

DocuSigned by:

*Katja Fox*

Name: Katja Fox

Title: Director

Androscoggin Valley Hospital, Inc.

1/4/2021

Date

DocuSigned by:

*Michael Peterson*

Name: Michael Peterson

Title: president



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

**OFFICE OF THE ATTORNEY GENERAL**

1/15/2021

Date

DocuSigned by:

A handwritten signature in black ink, appearing to read "Catherine Pinos".

Name: Catherine Pinos

Title: Attorney

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

**OFFICE OF THE SECRETARY OF STATE**

Date

Name:

Title:



**New Hampshire Department of Health and Human Services  
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**EXHIBIT A – Amendment #3**

**Scope of Services**

**1. Provisions Applicable to All Services**

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. All Exhibits B Amendment #3 through K are attached hereto and incorporated by reference herein.

**2. Statement of Work**

- 2.1. The Contractor shall develop, implement and operationalize a regional Access and Delivery Hub for Opioid Use Disorder (from herein referred to as the "Doorway") for substance use disorder (SUD) treatment and recovery support service access in accordance with the terms and conditions approved by Substance Abuse and Mental Health Services Administration (SAMHSA) for the State Opioid Response (SOR) grant.
- 2.2. The Contractor shall provide residents in the Berlin Region with access to referrals to SUD treatment and recovery support services and other health and social services.
- 2.3. The Contractor shall participate in technical assistance, guidance, and oversight activities, as directed by the Department, for continued development and enhancement of Doorway services.
- 2.4. The Contractor shall collaborate with the Department to assess capacity and resource needs, as evidenced by a feasibility and sustainability plan, to provide services either directly, or indirectly through a professional services agreement approved by the Department, that include, but are not limited to:
  - 2.4.1. Care coordination to support evidence-based medication assisted treatment (MAT) induction services consistent with the principles of the Medication First model.
  - 2.4.2. Coordination of outpatient and inpatient SUD services, in accordance with the American Society of Addiction Medicine (ASAM).
  - 2.4.3. Coordination of services and support outside of Doorway operating hours specified in Paragraph 3.1.1., while awaiting intake with the Doorway.



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- 2.4.4. Expanding provisions for Core Doorway services to additional eligible SOR populations, as defined in Paragraph 4.2.1.
- 2.5. The Contractor shall collaborate with the Department, throughout the contract period, to identify gaps in financial and staffing resources required in Section 5. Staffing.
- 2.6. The Contractor shall ensure formalized coordination with 2-1-1 NH and other agencies and community-based programs that make up the components of the Doorway System to ensure services and supports are available to individuals after Doorway operating hours. The Contractor shall ensure coordination includes, but is not limited to:
  - 2.6.1. Establishing a Qualified Services Arrangement (QSA) or Memorandum of Understanding (MOU) for after hour services and supports, which includes but are not limited to:
    - 2.6.1.1. A process that ensures a client's preferred Doorway receives information on the client, outcomes, and events for continued follow-up.
    - 2.6.1.2. A process for sharing information about each client to allow for prompt follow-up care and supports, in accordance with applicable state and federal requirements, that includes but is not limited to:
      - 2.6.1.2.1. Any locations to which the client was referred for respite care or housing.
      - 2.6.1.2.2. Other services offered or provided to the client.
  - 2.6.2. Collaborating with the Department to:
    - 2.6.2.1. Implement a centralized closed loop referral system, utilizing the technology solution procured by the Department in order to improve care coordination and client outcomes.
    - 2.6.2.2. Develop a plan no later than December 2020 identifying timelines and requirements for implementing the closed loop referral system.
  - 2.6.3. Enabling the sharing of information and resources, which include, but are not limited to:
    - 2.6.3.1. Patient demographics.
    - 2.6.3.2. Referrals made, accepted, and outstanding.
    - 2.6.3.3. Services rendered.



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- 2.6.3.4. Identification of resource providers involved in each client's care.
- 2.7. The Contractor, with the assistance of the Department, shall establish formalized agreements to enroll and contract with:
- 2.7.1. Medicaid Managed Care Organizations (MCO) to coordinate case management efforts on behalf of the client.
  - 2.7.2. Private insurance carriers to coordinate case management efforts on behalf of the client.
- 2.8. The Contractor shall create policies relative to obtaining patient consent for disclosure of protected health information, as required by state administrative rules and federal and state laws, for agreements reached with MCOs and private insurance carriers as outlined in Subsection 2.7.
- 2.9. The Contractor shall develop a Department-approved conflict of interest policy related to Doorway services and referrals to SUD treatment and recovery supports and services programs funded outside of this contract that maintains the integrity of the referral process and client choice in determining placement in care.
- 2.10. The Contractor shall participate in regularly scheduled learning and educational sessions with other Doorways that are hosted, and/or recommended, by the Department.
- 2.11. The Contractor shall convene or participate in regional community partner meetings to provide information and receive feedback regarding the Doorway services. The Contractor shall:
- 2.11.1. Ensure regional community partners include, but are not limited to:
    - 2.11.1.1. Municipal leaders.
    - 2.11.1.2. Regional Public Health Networks.
    - 2.11.1.3. Continuum of Care Facilitators.
    - 2.11.1.4. Health care providers.
    - 2.11.1.5. Social services providers.
    - 2.11.1.6. Other stakeholders, as appropriate.
  - 2.11.2. Ensure meeting agendas include, but are not limited to:
    - 2.11.2.1. Receiving input on successes of services.



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- 2.11.2.2. Sharing challenges experienced since the last regional community partner meeting.
- 2.11.2.3. Sharing methods and actions that can be taken to improve transitions and process flows.
- 2.11.3. Provide meeting minutes to partners and the Department no later than ten (10) days following each community partners meetings.
- 2.12. The Contractor shall inform the Department of the regional goals to be included in the future development of needs assessments the Contractor and its regional partners have during the contract period, including, but not limited to, goals pertaining to:
  - 2.12.1. Naloxone use.
  - 2.12.2. Enhanced coverage and services to enable reduced Emergency Room use.
  - 2.12.3. Reducing overdose related fatalities.
- 3. **Scope of Work for Doorway Activities**
  - 3.1. The Contractor shall ensure that, unless an alternative schedule for the Doorway to meet the needs of the community is proposed and approved by the Department, the Doorway provides, in one (1) location, at a minimum:
    - 3.1.1. Hours of operation that includes:
      - 3.1.1.1. 8:00 am to 5:00 pm Monday through Friday.
      - 3.1.1.2. Expanded hours as agreed to by the Department.
    - 3.1.2. A physical location for clients to receive face-to-face services, ensuring any request for a change in location is submitted to the Department no later than thirty (30) days prior to the requested move for Department approval.
    - 3.1.3. Telehealth services consistent with guidelines set forth by the Department.
    - 3.1.4. Telephonic services for calls referred to the Doorway by 2-1-1 NH.
    - 3.1.5. Initial intake and screening to assess an individual's potential need for Doorway services.
    - 3.1.6. Crisis intervention and stabilization counseling services provided by a licensed clinician for any individual in an acute Opioid Use Disorder (OUD)-related crisis who requires immediate non-emergency intervention. If the individual is calling rather than physically presenting at the Doorway, the Contractor shall ensure services include, but are not limited to:

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- 3.1.6.1. Directing callers to dial 911 if a client is in imminent danger or there is an emergency.
- 3.1.6.2. If the client is unable or unwilling to call 911, the Doorway shall immediately contact emergency or mobile crisis services.
- 3.1.7. Clinical evaluations that include:
  - 3.1.7.1. Evaluations of all ASAM Criteria (ASAM, October 2013), domains.
  - 3.1.7.2. A level of care recommendation based on ASAM Criteria (October 2013).
  - 3.1.7.3. Identification of client strengths and resources that can be used to support treatment and recovery.
- 3.1.8. Development of a clinical service plan in collaboration with the client based on the clinical evaluation referenced in Subsection 3.1.8. The Contractor shall ensure the clinical service plan includes, but is not limited to:
  - 3.1.8.1. Determination of an initial ASAM level of care.
  - 3.1.8.2. Identification of any needs the client may have relative to supportive services including, but not limited to:
    - 3.1.8.2.1. Physical health needs.
    - 3.1.8.2.2. Mental health and other behavioral health needs.
    - 3.1.8.2.3. Peer recovery support services needs.
    - 3.1.8.2.4. Social services needs.
    - 3.1.8.2.5. Criminal justice needs that include Corrections, Drug Court, and Division for Children, Youth, and Families (DCYF) matters.
  - 3.1.8.3. A plan for addressing all areas of need identified in Paragraph 3.1.8. by determining goals that are patient-centered, specific, measurable, attainable, realistic, and timely (SMART goals).
  - 3.1.8.4. Plans for referrals to external providers to offer interim services, when the level of care identified in Paragraph 3.1.8. is not available to the client within forty-eight (48) hours of service plan development, which are defined as:
    - 3.1.8.4.1. A minimum of one (1) sixty (60) minute individual or group outpatient session per week; and/or

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- 3.1.8.4.2. Recovery support services, as needed by the client; and/or
- 3.1.8.4.3. Daily calls to the client to assess and respond to any emergent needs; and/or
- 3.1.8.4.4. Respite shelter while awaiting treatment and recovery services.
- 3.1.9. A staff person, which can be a licensed clinician, Certified Recovery Support Worker (CRSW), or other non-clinical support staff, capable of assisting specialty populations with accessing services that may have additional entry points to services or specific eligibility criteria. Specialty populations include, but are not limited to:
  - 3.1.9.1. Veterans and service members.
  - 3.1.9.2. Pregnant, postpartum, and parenting women.
  - 3.1.9.3. DCYF involved families.
  - 3.1.9.4. Individuals at-risk of or with HIV/AIDS.
  - 3.1.9.5. Adolescents.
- 3.1.10. Facilitated referrals to SUD treatment and recovery support and other health and social services, which shall include, but not be limited to:
  - 3.1.10.1. Developing and implementing adequate consent policies and procedures for client-level data sharing and shared care planning with external providers, in accordance with HIPAA and 42 CFR Part 2.
  - 3.1.10.2. Determining referrals based on the service plan developed in Paragraph 3.1.8.
  - 3.1.10.3. Assisting clients with obtaining services with the provider agency, as appropriate.
  - 3.1.10.4. Contacting the provider agency on behalf of the client, as appropriate.
  - 3.1.10.5. Assisting clients with meeting the financial requirements for accessing services including, but not limited to:
    - 3.1.10.5.1. Identifying sources of financial assistance for accessing services and supports.



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3.1.10.5.2. Providing assistance with accessing financial assistance including, but not limited to:

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

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

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

3.1.10.5.3. When no other payer is available, assisting clients with accessing services by maintaining a flexible needs fund specific to the Doorway region that supports clients who meet the eligibility criteria for assistance under a Department-approved Flexible Needs Fund Policy with their financial needs, which may include, but are not limited to:

3.1.10.5.3.1. Transportation for eligible clients to and from recovery-related medical appointments, treatment programs, and other locations;

3.1.10.5.3.2. Childcare to permit an eligible client who is a parent or caregiver to attend recovery-related medical appointments, treatment programs, and other appointments;

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

3.1.10.5.3.4. Provision of light snacks not to exceed three dollars (\$3.00) per eligible client;

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

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3.1.10.5.3.6. Other uses preapproved in writing by the Department.

3.1.10.5.4. Assisting individuals in need of respite shelter resources while awaiting treatment and recovery services using available resources consistent with the Department's guidance. The Contractor shall:

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

3.1.10.5.4.1.1. A Doorway client;

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

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

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

3.1.11.1. Ongoing assessment of the clinical evaluation in Paragraph 3.1.8. for individuals to ensure the appropriate levels of care and supports identified are appropriate and revising the levels of care based on response to receiving interim services and supports.

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

3.1.11.3. Supporting clients with meeting the admission, entrance, and intake requirements of the provider agency.

3.1.11.4. Ongoing follow-up and support of clients engaged in services in collaboration or consultation with the client's external service



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provider(s) until a discharge Government Performance and Results Act (GPRA) interview is completed. The Contractor shall ensure follow-up and support includes, but is not limited to:

3.1.11.4.1. Attempting to contact each client at a minimum, once per week until the discharge GPRA interview is completed, according to the following guidelines:

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

3.1.11.4.1.2. If the attempt in Unit 3.1.12.4.1. is not successful, attempt a second contact, as necessary, by telephone, in person or by an alternative method approved by the Department at such a time when the client would normally be available no sooner than two (2) business days and no later than three (3) business days after the first attempt.

3.1.11.4.1.3. If the attempt in Subunit 3.1.12.4.1.2. is not successful, attempt a third contact, as necessary, by telephone, in person or by an alternative method approved by the Department at such a time when the client would normally be available, no sooner than two (2) business days and no later than three (3) business days after the second attempt.

3.1.11.4.1.4. Documenting all efforts of contact in a manner approved by the Department.

3.1.11.5. When the follow-up in Subparagraph 3.1.12.4. results in a determination that the individual is at risk of self-harm, the Contractor shall proceed in alignment with best practices for the prevention of suicide.



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- 3.1.11.6. When possible, client contact and outreach shall be conducted in coordination and consultation with the client's external service provider to ensure continuous communication and collaboration between the Doorway and service provider.
- 3.1.11.7. Each successful contact shall include, but not be limited to:
  - 3.1.11.7.1.1. Inquiring on the status of each client's recovery and experience with their external service provider.
  - 3.1.11.7.1.2. Identifying client needs.
  - 3.1.11.7.1.3. Assisting the client with addressing needs, as identified in Part 3.1.11.5.3.
  - 3.1.11.7.1.4. Providing early intervention to clients who have relapsed or whose recovery is at risk.
- 3.1.11.8. Collecting and documenting attempts to collect client-level data at multiple intervals including, but not limited to ensuring the GPRA Interview tool is completed and entered into the SAMHSA's Performance Accountability and Reporting System (SPARS), at a minimum:
  - 3.1.11.8.1. At intake or no later than seven (7) calendar days after the GPRA interview is conducted.
  - 3.1.11.8.2. Six (6) months post intake into Doorway services.
  - 3.1.11.8.3. Upon discharge from the initially referred service.
- 3.1.11.9. Documenting any loss of contact in the SPARS system using the appropriate process and protocols as defined by SAMHSA through technical assistance provided under the SOR grant.
- 3.1.11.10. Ensuring contingency management strategies are utilized to increase client engagement in follow-up GPRA interviews, which may include, but are not limited to gift cards provided to clients for follow-up participation at each follow-up interview, which shall not exceed thirty dollars (\$30) in value, ensuring payments are not used to incentivize participation in treatment.
- 3.1.11.11. Assisting individuals who are unable to secure financial resources, with enrollment in public or private insurance programs including but not limited to New Hampshire Medicaid, Medicare,



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and or waiver programs within fourteen (14) calendar days after intake.

- 3.1.11.12. Providing Naloxone purchase, distribution, information, and training to individuals and organizations who meet the eligibility criteria for receiving kits under the Department's Naloxone Distribution Policy.
- 3.2. The Contractor shall obtain consent forms from all clients served, either in-person, telehealth or other electronic means, to ensure compliance with all applicable state and federal confidentiality laws.
- 3.3. The Contractor shall provide services in accordance with:
  - 3.3.1. The twelve (12) Core Functions of the Alcohol and Other Drug Counselor.
  - 3.3.2. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice.
  - 3.3.3. The four (4) recovery domains, as described by the International Credentialing and Reciprocity Consortium.
  - 3.3.4. TIP 27: Comprehensive Case Management for Substance Abuse Treatment.
- 3.4. The Contractor shall have policies and procedures that allow them to accept referrals and evaluations from SUD treatment and other service providers that include the utilization of the closed loop referral system procured by the Department.
- 3.5. The Contractor shall provide information to all individuals seeking services on how to file a grievance in the event of dissatisfaction with services provided. The Contractor shall ensure each individual seeking services receives information on:
  - 3.5.1. The steps to filing an informal complaint with the Contractor, including the specific contact person to whom the complaint should be sent.
  - 3.5.2. The steps to filing an official grievance with the Contractor and the Department with specific instructions on where and to whom the official grievance should be addressed.
- 3.6. The Contractor shall provide written policies and the formalized agreements to the Department for review and approval within twenty (20) business days of the contract effective date and thereafter when new agreements are entered into, policies are adopted, or when information is requested by the Department that include, but not limited to:
  - 3.6.1. Privacy notices and consent forms.
  - 3.6.2. Conflict of interest and financial assistance documentation.



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- 3.6.3. Shelter vouchers.
- 3.6.4. Referrals and evaluation from other providers.
- 3.6.5. Complaints.
- 3.6.6. Grievances.
- 3.6.7. Formalized agreements with community partners and other agencies that include, but are not limited to:
  - 3.6.7.1. 2-1-1 NH.
  - 3.6.7.2. Other Doorway partners.
  - 3.6.7.3. Providers and supports available after normal Doorway operating hours.

**4. Subcontracting for the Doorways**

- 4.1. The Doorway shall submit all subcontracts the Doorway proposes to enter into for services funded through this contract to the Department for approval prior to execution.
- 4.2. The Doorway may subcontract, with prior approval of the Department, for support and assistance in providing core Doorway services, which include:
  - 4.2.1. Screening;
  - 4.2.2. Assessment;
  - 4.2.3. Evaluation;
  - 4.2.4. Referral;
  - 4.2.5. Continuous case management;
  - 4.2.6. GPRA data completion; and
  - 4.2.7. Naloxone distribution.
- 4.3. The Doorway shall at all times be responsible for continuous oversight of, and compliance with, all Core Doorway services and shall be the single point of contact with the Department for those Core services.
- 4.4. Any subcontract for support and assistance in providing Core Doorway services shall ensure that the patient experience is consistent across the continuum of Core Doorway services and the subcontracted entities and personnel are at all times acting, in name and in fact, as agents of the Doorway. The Doorway shall consolidate Core Doorway services, to the greatest extent practicable, in a single location.



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- 4.5. The Doorway may collaborate with the Department to identify and obtain the services of an agent to handle the fiscal and administrative processes for payment of flexible needs funds, ensuring all uses of flexible needs funds are approved by the Doorway, in accordance with approved policies.

**5. Staffing**

- 5.1. The Contractor shall ensure staff during regular hours of operation includes, at a minimum:
- 5.1.1. One (1) clinician with the ability to provide clinical evaluations for ASAM level of care placement, in-person or telephonically.
  - 5.1.2. One (1) CRSW with the ability to fulfill recovery support and care coordination functions.
  - 5.1.3. One (1) staff person, who can be a licensed clinician, CRSW, or other non-clinical support staff, capable of aiding specialty populations as outlined in Paragraph 3.1.7.
- 5.2. The Contractor shall ensure sufficient staffing levels appropriate for the services provided and the number of clients served based on available staffing and the budget established for the Doorway.
- 5.3. The Contractor may provide alternative staffing, either temporary or long-term, for Department approval, thirty (30) calendar days before making the change to staffing.
- 5.4. The Contractor shall ensure all unlicensed staff providing treatment, education or recovery support services are directly supervised by a licensed supervisor.
- 5.5. The Contractor shall ensure no licensed supervisor supervises more than twelve (12) unlicensed staff unless the Department has approved an alternative supervision plan.
- 5.6. The Contractor shall ensure peer clinical supervision is provided for all clinicians including, but not limited to:
- 5.6.1. Weekly discussion of cases with suggestions for resources or alternative approaches.
  - 5.6.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision.
- 5.7. The Contractor shall ensure staff meet all training requirements, which may be satisfied through existing licensure requirements and/or Department-approved alternative training curriculums or certifications and include, but are not limited to:
- 5.7.1. For all clinical staff:



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- 
- 5.7.1.1. Suicide prevention and early warning signs.
  - 5.7.1.2. The 12 Core Functions of the Alcohol and Other Drug Counselor.
  - 5.7.1.3. The standards of practice and ethical conduct, with particular emphasis given to the individual's role and appropriate responsibilities, professional boundaries, and power dynamics.
  - 5.7.1.4. An approved course on the twelve (12) core functions and The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice within twelve (12) months of hire.
  - 5.7.1.5. A Department-approved ethics course within twelve (12) months of hire.
  - 5.7.2. For recovery support staff and other non-clinical staff working directly with clients:
    - 5.7.2.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee.
    - 5.7.2.2. The standards of practice and ethical conduct, with particular emphasis given to the individual's role and appropriate responsibilities, professional boundaries, and power dynamics, and confidentiality safeguards in accordance with HIPAA and 42 CFR Part 2, and state rules and laws.
    - 5.7.2.3. The four (4) recovery domains as described by the International Credentialing and Reciprocity Consortium
    - 5.7.2.4. An approved ethics course within twelve (12) months of hire.
  - 5.7.3. Ensuring all recovery support staff and clinical staff receive annual continuous education regarding SUD.
  - 5.7.4. Providing in-service training to all staff involved in client care within fifteen (15) business days of the contract effective date, or the staff person's start date, on the following:
    - 5.7.4.1. The contract requirements.
    - 5.7.4.2. All other relevant policies and procedures provided by the Department.
  - 5.8. The Contractor shall provide staff, subcontractors, or end users as defined in Exhibit K with periodic training in practices and procedures to ensure compliance with information



**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**



**EXHIBIT A – Amendment #3**

security, privacy or confidentiality in accordance with state administrative rules and state and federal laws.

**5.9. The Contractor shall notify the Department in writing:**

5.9.1. Within one (1) week of hire of a new administrator, coordinator or any staff person essential to meeting the terms and conditions of this contract.

5.9.2. Within seven (7) calendar days when there is not sufficient staffing to perform all required services for more than one (1) month.

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

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

**6. Records.**

**6.1. The Contractor shall maintain the following records, to be provided to the Department upon request:**

6.1.1. Books, records, documents and other electronic or physical data evident of all expenses incurred, and all income received by the Contractor related to Exhibit A, Scope of Services.

6.1.2. All records shall be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all costs and expenses, and are acceptable to the Department, 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.

6.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, 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.

6.1.4. Medical records on each patient/recipient of services.

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**7. Health Insurance Portability and Accountability Act and Confidentiality:**

- 7.1. The Contractor is a covered entity as defined under the Health Insurance Portability and Accountability Act (HIPAA), 45 CFR 160, 162 and 164, and shall comply with all confidentiality requirements and safeguards set forth in state and federal law and rules. The Contractor is also a SUD provider as defined under 42 CFR Part 2 and shall safeguard confidential information as required. The Contractor shall ensure compliance with all consent and notice requirements prohibiting the redisclosure of confidential information in accordance with 42 CFR Part 2.
- 7.2. All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the disclosure of any protected health information shall be in accordance with the regulatory provisions of HIPAA, 42 CFR Part 2, and applicable state and federal laws and rules. Further, the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, their attorney or guardian. Notwithstanding anything to the contrary contained herein, the covenants and conditions contained in this Section 7. of Exhibit A, Scope of Services shall survive the termination of the Contract for any reason whatsoever.

**8. Reporting Requirements.**

- 8.1. The Contractor shall comply with all aspects of the Department of Health and Human Services Bureau of Quality Assurance and Improvement Sentinel Event Reporting and Review Policy PO.1003 (referred to as PO. 1003), effective April 24, 2019, and any subsequent versions and/or amendments.
- 8.2. The Contractor shall report to the Department of Health and Human Services Bureau of Drug and Alcohol Services within twenty-four (24) hours and follow up with written documentation submitted to the Bureau of Quality Assurance and Improvement within seventy-two (72) hours, as specified in PO.1003, any sentinel event that occurs with any individual who is receiving services under this contract. This does not replace the responsibility of the Contractor's responsibility to notify the appropriate authority if the Contractor suspects a crime has occurred.



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**EXHIBIT A – Amendment #3**

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- 8.3. The Contractor shall provide any information requested by the Department as follow up to a sentinel event report, or to complete a sentinel event review, with or without involvement in a requested sentinel event review.
- 8.4. The Contractor shall submit monthly activity reports on templates provided by the Department with data elements that include, but may not be limited to:
- 8.4.1. Call counts.
  - 8.4.2. Counts of clients seen, separately identifying new clients and clients who revisit the Doorway after being administratively discharged.
  - 8.4.3. Reason types.
  - 8.4.4. Count of clinical evaluations.
  - 8.4.5. Count of referrals made and type.
  - 8.4.6. Naloxone distribution.
  - 8.4.7. Referral statuses.
  - 8.4.8. Recovery monitoring contacts.
  - 8.4.9. Service wait times, flex fund utilization.
  - 8.4.10. Respite shelter utilization.
- 8.5. The Contractor shall submit reports on naloxone kits distributed, utilizing a template provided by the Department.
- 8.6. The Contractor shall report on required data points specific to this SOR grant as identified by SAMHSA over the grant period.
- 8.7. The Contractor shall be required to prepare and submit ad hoc data reports, respond to periodic surveys, and other data collection requests as deemed necessary by the Department or SAMHSA.

**9. Performance Measures**

- 9.1. The Department seeks to actively and regularly collaborate with providers to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- 9.2. The Department may collect other key data and metrics from Contractor(s), including client-level demographic, performance, and service data.
- 9.3. The Department may identify expectations for active and regular collaboration, including key performance measures, in the resulting contract. Where applicable, Contractor(s)



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must collect and share data with the Department in a format specified by the Department.

**10. Contract Management**

- 10.1. The Contractor shall participate in periodic meetings with the Department to review the operational status of the Doorway, for the duration of the contract.
- 10.2. The Contractor shall participate in operational site reviews on a schedule provided by the Department. All contract deliverables, programs, and activities shall be subject to review during this time. The Contractor shall:
  - 10.2.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements.
  - 10.2.2. Ensure the Department is provided with access that includes but is not limited to:
    - 10.2.2.1. Data.
    - 10.2.2.2. Financial records.
    - 10.2.2.3. Scheduled access to Contractor work sites, locations, work spaces and associated facilities.
    - 10.2.2.4. Unannounced access to Contractor work sites, locations, work spaces and associated facilities.
    - 10.2.2.5. Scheduled access to Contractor principals and staff.
- 10.3. The Contractor shall provide a Doorway information sheet and work plan regarding the Doorway's operations to the Department, annually, for review in the format prescribed by the Department.

**11. SOR Grant Standards**

- 11.1. The Contractor shall provide the Department with a budget narrative within thirty (30) days of the contract effective date.
- 11.2. The Contractor shall meet with the Department within sixty (60) days of the contract effective date to review the proposed plan for contract implementation.
- 11.3. The Contractor and/or referred providers shall ensure that only Food and Drug Administration approved MAT for OUD is utilized.
- 11.4. The Contractor and referred providers shall only provide medical withdrawal management services to any individual supported by SOR Grant Funds if the withdrawal

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management service is accompanied by the use of injectable extended-release naltrexone, as clinically appropriate.

- 11.5. The Contractor and referred providers shall ensure that all uses of flexible needs funds and respite shelter funds are in compliance with the Department and SAMHSA requirements, which includes, but is not limited to ensuring recovery housing facilities utilized by clients are certified based on national standards aligned with the National Alliance for Recovery Residences standards and registered with the State of New Hampshire, Bureau of Drug and Alcohol Services in accordance with current NH Administrative Rules.
- 11.6. The Contractor and referred providers shall ensure staff who are trained in Presumptive Eligibility for Medicaid are available to assist clients with enrolling in public or private health insurance.
- 11.7. The Contractor and referred providers shall accept clients on MAT and facilitate access to MAT on-site or through referral for all clients supported with SOR Grant funds, as clinically appropriate.
- 11.8. The Contractor and referred providers shall coordinate with the NH Ryan White HIV/AIDS program for clients identified as at risk of, or with, HIV/AIDS.
- 11.9. The Contractor and referred providers shall ensure that all clients are regularly screened for tobacco use, treatment needs and referral to the QuitLine as part of treatment planning.
- 11.10. The Contractor shall collaborate with the Department to ensure compliance with all appropriate Department, State of NH, SAMHSA, and other Federal terms, conditions, and requirements.
- 11.11. The Contractor shall attest the understanding that SOR grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. The Contractor agrees that:
  - 11.11.1. Treatment in this context includes the treatment of opioid use disorder (OUD).
  - 11.11.2. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders.
  - 11.11.3. This marijuana restriction applies to all subcontracts and MOUs that receive SOR funding.
  - 11.11.4. Attestations will be provided to the Contractor by the Department.

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**New Hampshire Department of Health and Human Services  
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**EXHIBIT A – Amendment #3**

11.11.5. The Contractor shall complete and submit all attestations to the Department within thirty (30) days of contract approval.

11.12. The Contractor shall refer to Exhibit B for grant terms and conditions including, but not limited to:

11.12.1. Invoicing.

11.12.2. Funding restrictions.

11.12.3. Billing.

**12. Data Management Requirements**

12.1. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements, which is attached hereto and incorporated by reference herein.

**13. Termination Report/Transition Plan**

13.1. In the event of early termination of the Agreement, the Contractor shall, within fifteen (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.

13.2. 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.

13.3. 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.

13.4. 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.

13.5. 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



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transcripts. 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.

**14. Credits and Copyright Ownership**

- 14.1. 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, "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."
- 14.2. All materials produced or purchased under the contract shall have prior approval from the Department before printing, production, distribution or use. The Department 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. The Contractor shall not reproduce any materials produced under the contract without prior written approval from the Department.

**15. Operation of Facilities: Compliance with Laws and Regulations**

- 15.1. 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.



**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**



**EXHIBIT A – Amendment #3**

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**16. Equal Employment Opportunity Plan (EEOP)**

- 16.1. 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. Equipment Purchases**

- 17.1. The Contractor shall submit to the Department's Contract Unit a list of the purchased office equipment (with funding from this Contract). The list shall include office equipment such as, but not limited to, laptop computers, printers/scanners, and phones with the make, model, and serial number of each piece of office equipment.
- 17.2. The Contractor shall return said office equipment in Subsection 17.1. to the Department's Contract Unit within thirty (30) days from the completion date of the Contract.

**18. Compliance with Federal and State Laws**

- 18.1. 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.
- 18.2. Time and Manner of Determination.
- 18.2.1. 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.
- 18.3. Documentation
- 18.3.1. 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



**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**



**EXHIBIT A – Amendment #3**

Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

**18.4. Fair Hearings**

18.4.1. 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.



New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services



**EXHIBIT B Amendment #3**

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**Methods and Conditions Precedent to Payment**

1. This Agreement is funded by:
  - 1.1. 97.28% Federal funds from the State Opioid Response Grant, as awarded on 09/30/2018, by the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, CFDA #93.788, FAIN H79TI081685, and as awarded on 09/30/2020, by the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, CFDA #93.788, FAIN H79TI083326.
  - 1.2. 2.72% Other Funds from Governor's Commission on Alcohol and Other Drug Abuse Prevention, Intervention and Treatment Funds.
2. Governor Commission Funds
  - 2.1. The Contractor shall utilize funds in Exhibit B-5 Amendment #3 GovComm and Exhibit B-7 Amendment #3 GovComm for the purpose of providing services and supports to clients whose needs to not make them eligible to receive SOR-funded services and supports.
  - 2.2. The Contractor shall collaborate with the Department to determine appropriate services and supports along with developing and submitting reports and invoices that are separate from reports and invoices submitted for SOR grant funds.
3. For the purposes of this Agreement:
  - 3.1. The Department has identified the Contractor as a Contractor, in accordance with 2 CFR §200.330.
  - 3.2. The Department has identified this Contract as NON-R&D, in accordance with 2 CFR §200.87.
  - 3.3. The de minimis Indirect Cost Rate of 10% applies in accordance with 2 CFR §200.414.
4. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibit B-1, Budget through Exhibit B-8 Amendment #3 SOR II.
5. The Contractor shall seek payment for services, as follows:
  - 5.1. First, the Contractor shall charge the client's private insurance or other payor sources.
  - 5.2. Second, the Contractor shall charge Medicare.
  - 5.3. Third, the Contractor shall charge Medicaid enrolled individuals, as follows:
    - 5.3.1. Medicaid Care Management: If enrolled with a Managed Care Organization (MCO), the Contractor shall be paid in accordance with its contract with the MCO.



**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**



**EXHIBIT B Amendment #3**

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- 5.3.2. Medicaid Fee for Service: The Contractor shall bill Medicaid for services on the Fee for Service (FFS) schedule.
- 5.4. Fourth, the Contractor shall charge the client in accordance with the Sliding Fee Scale Program.
- 5.5. Lastly, if any portion of the amount specified in the Sliding Fee Scale remains unpaid, charge the Department for the unpaid balance.
6. The Contractor shall submit an invoice in a form satisfactory to the State by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment. Invoices shall be net any other revenue received towards the services billed in fulfillment of this agreement. The Contractor shall ensure:
- 6.1. Backup documentation includes, but is not limited to:
- 6.1.1. General Ledger showing revenue and expenses for the contract.
- 6.1.2. Timesheets and/or time cards that support the hours employees worked for wages reported under this contract.
- 6.1.2.1. Per 45 CFR Part 75.430(i)(1) Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed.
- 6.1.2.2. Attestation and time tracking templates, which are available to the Department upon request.
- 6.1.3. Invoices supporting expenses reported:
- 6.1.3.1. Unallowable expenses include, but are not limited to:
- 6.1.3.1.1. Amounts belonging to other programs.
- 6.1.3.1.2. Amounts prior to effective date of contract.
- 6.1.3.1.3. Construction or renovation expenses.
- 6.1.3.1.4. Food or water for employees.
- 6.1.3.1.5. Directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana.
- 6.1.3.1.6. Fines, fees, or penalties.
- 6.1.3.1.7. Per SAMSHA requirements, meals are generally unallowable unless they are an integral part of a conference

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**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**



**EXHIBIT B Amendment #3**

grant or specifically stated as an allowable expense in the FOA. Grant funds may be used for light snacks, not to exceed three dollars (\$3.00) per person for clients.

6.1.3.1.8. Cell phones and cell phone minutes for clients.

6.1.4. Receipts for expenses within the applicable state fiscal year.

6.1.5. Cost center reports.

6.1.6. Profit and loss report.

6.1.7. Remittance Advices from the insurances billed. Remittance Advices do not need to be supplied with the invoice, but should be retained to be available upon request.

6.1.8. Information requested by the Department verifying allocation or offset based on third party revenue received.

6.1.9. Summaries of patient services revenue and operating revenue and other financial information as requested by the Department.

7. The Contractor is responsible for reviewing, understanding, and complying with further restrictions included in the Funding Opportunity Announcement (FOA).

8. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to melissa.girard@dhhs.nh.gov, or invoices may be mailed to:

SOR Financial Manager  
Department of Health and Human Services  
105 Pleasant Street  
Concord, NH 03301

9. The Contractor agrees that billing submitted for review after twenty (20) business days of the last day of the billing month may be subject to non-payment.

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

11. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

12. The Contractor must provide the services in Exhibit A-Amendment #3, Scope of Services, in compliance with funding requirements.

13. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit A, Amendment #3, Scope of Services, including failure to submit required monthly and/or quarterly reports.



**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**



**EXHIBIT B Amendment #3**

14. Notwithstanding Paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
15. Audits
- 15.1. The Contractor is required to submit an annual audit to the Department if **any** of the following conditions exist:
- 15.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
- 15.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
- 15.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 15.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
- 15.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
- 15.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.
- 15.5. 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.



Access and Delivery Hub for Opioid Use Disorder Services

Exhibit B-4 Amendment #3 NCE

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

Contractor Name: Androsocoggin Valley Hospital, Inc

Budget Request for: Access and Delivery Hub for Opioid Use Disorder Services  
SS-2019-BDAS-05-ACCES-01

Budget Period: SFY21 09/30/20-12/31/20 (NCE)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 1,200.00	\$ -	\$ 1,200.00	\$ -	\$ -	\$ -	\$ 1,200.00	\$ -	\$ 1,200.00
2. Employee Benefits	\$ 170.00	\$ -	\$ 170.00	\$ -	\$ -	\$ -	\$ 170.00	\$ -	\$ 170.00
3. Consultants	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00	\$ -	\$ 500.00
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies	\$ 23,750.00	\$ -	\$ 23,750.00	\$ -	\$ -	\$ -	\$ 23,750.00	\$ -	\$ 23,750.00
6. Travel	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 2,000.00	\$ -	\$ 2,000.00
7. Occupancy	\$ 15,000.00	\$ -	\$ 15,000.00	\$ -	\$ -	\$ -	\$ 15,000.00	\$ -	\$ 15,000.00
8. Current Expenses	\$ 180.00	\$ -	\$ 180.00	\$ -	\$ -	\$ -	\$ 180.00	\$ -	\$ 180.00
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 750.00	\$ -	\$ 750.00	\$ -	\$ -	\$ -	\$ 750.00	\$ -	\$ 750.00
11. Staff Education and Training	\$ 8,000.00	\$ -	\$ 8,000.00	\$ -	\$ -	\$ -	\$ 8,000.00	\$ -	\$ 8,000.00
12. Subcontracts/Agreements	\$ 115,000.00	\$ -	\$ 115,000.00	\$ -	\$ -	\$ -	\$ 115,000.00	\$ -	\$ 115,000.00
13. Other (specify details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FLEX, client travel, shelter, etc	\$ 15,000.00	\$ -	\$ 15,000.00	\$ -	\$ -	\$ -	\$ 15,000.00	\$ -	\$ 15,000.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 181,000.00</b>	<b>\$ -</b>	<b>\$ 181,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 181,000.00</b>	<b>\$ -</b>	<b>\$ 181,000.00</b>

Indirect As A Percent of Direct

0.0%

Androsocoggin Valley Hospital, Inc  
SS-2019-BDAS-05-ACCES-01-ADD  
Exhibit B-4 Amendment #3 NCE

DS  
MP  
Contractor Initials  
Date 1/4/2021



Access and Delivery Hub for Opioid Use Disorder Services

Exhibit B-5 Amendment #3 GovComm

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

Contractor Name: Androscoggin Valley Hospital, Inc

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

SS-2019-BDAS-05-ACCES-01


Budget Period: SFY21 09/30/20-06/30/21 (GovComm)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2. Employee Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies	\$ 6,250.00	\$ -	\$ 6,250.00	\$ -	\$ -	\$ -	\$ 6,250.00	\$ -	\$ 6,250.00
6. Travel	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00	\$ -	\$ 500.00
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 1,500.00	\$ -	\$ 1,500.00	\$ -	\$ -	\$ -	\$ 1,500.00	\$ -	\$ 1,500.00
10. Marketing/Communications	\$ 1,500.00	\$ -	\$ 1,500.00	\$ -	\$ -	\$ -	\$ 1,500.00	\$ -	\$ 1,500.00
11. Staff Education and Training	\$ 7,000.00	\$ -	\$ 7,000.00	\$ -	\$ -	\$ -	\$ 7,000.00	\$ -	\$ 7,000.00
12. Subcontracts/Agreements	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 2,000.00	\$ -	\$ 2,000.00
13. Other (specific details mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 18,750.00</b>	<b>\$ -</b>	<b>\$ 18,750.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 18,750.00</b>	<b>\$ -</b>	<b>\$ 18,750.00</b>

Indirect As A Percent of Direct

0.0%

Androscoggin Valley Hospital, Inc  
SS-2019-BDAS-05-ACCES-01-A03  
Exhibit B-5 Amendment #3 GovComm

  
 Contractor Initials  
 Date 1/4/2021



Access and Delivery Hub for Opioid Use Disorder Services

Exhibit B-6 Amendment #3 SOR II

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

Contractor Name: Androscoggin Valley Hospital, Inc

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

SS-2018-00AS-05-ACCES-01-A03

Budget Period: FY21 01/01/21-06/30/21 (SORII)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 3,800.00	\$ -	\$ 3,800.00	\$ -	\$ -	\$ -	\$ 3,800.00	\$ -	\$ 3,800.00
2. Employee Benefits	\$ 360.00	\$ -	\$ 360.00	\$ -	\$ -	\$ -	\$ 360.00	\$ -	\$ 360.00
3. Consultants	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies	\$ 40,000.00	\$ -	\$ 40,000.00	\$ -	\$ -	\$ -	\$ 40,000.00	\$ -	\$ 40,000.00
6. Travel	\$ 5,488.00	\$ -	\$ 5,488.00	\$ -	\$ -	\$ -	\$ 5,488.00	\$ -	\$ 5,488.00
7. Occupancy	\$ 40,000.00	\$ -	\$ 40,000.00	\$ -	\$ -	\$ -	\$ 40,000.00	\$ -	\$ 40,000.00
8. Current Expenses	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00	\$ -	\$ 500.00
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00	\$ -	\$ 500.00
11. Staff Education and Training	\$ 20,000.00	\$ -	\$ 20,000.00	\$ -	\$ -	\$ -	\$ 20,000.00	\$ -	\$ 20,000.00
12. Subcontracts/Agreements	\$ 765,000.00	\$ -	\$ 765,000.00	\$ -	\$ -	\$ -	\$ 765,000.00	\$ -	\$ 765,000.00
13. Other (specific detail mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FLEX, client travel, shelter, etc	\$ 40,000.00	\$ -	\$ 40,000.00	\$ -	\$ -	\$ -	\$ 40,000.00	\$ -	\$ 40,000.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 438,644.00</b>	<b>\$ -</b>	<b>\$ 438,644.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 438,644.00</b>	<b>\$ -</b>	<b>\$ 438,644.00</b>

Indirect As A Percent of Direct

0.0%



Access and Delivery Hub for Opioid Use Disorder Services

Exhibit B-7 Amendment #3 GovComm

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

Contractor Name: Androscoggin Valley Hospital, Inc.

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

SS-2018-00AS-05-ACCES-01-A03

Budget Period: SFY22 07/01/21-06/30/21 (GovComm)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2. Employee Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies	\$ 3,750.00	\$ -	\$ 3,750.00	\$ -	\$ -	\$ -	\$ 1,250.00	\$ -	\$ 1,250.00
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 2,000.00	\$ -	\$ 2,000.00
11. Staff Education and Training	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 6,750.00</b>	<b>\$ -</b>	<b>\$ 6,750.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 6,750.00</b>	<b>\$ -</b>	<b>\$ 6,750.00</b>

Indirect As A Percent of Direct

0.0%



Access and Delivery Hub for Opioid Use Disorder Services

Exhibit B-8 Amendment #3 SOR II

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

Contractor Name: Androscoggin Valley Hospital, Inc.

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

SS-2019-BDAS-05-ACCES-01

Budget Period: SFY22 07/01/21-06/30/21 (SORII)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 2,000.00	\$ -	\$ 2,000.00
2. Employee Benefits	\$ 200.00	\$ -	\$ 200.00	\$ -	\$ -	\$ -	\$ 200.00	\$ -	\$ 200.00
3. Consultants	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00	\$ -	\$ 500.00
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies	\$ 20,000.00	\$ -	\$ 20,000.00	\$ -	\$ -	\$ -	\$ 20,000.00	\$ -	\$ 20,000.00
6. Travel	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 2,000.00	\$ -	\$ 2,000.00
7. Occupancy	\$ 18,000.00	\$ -	\$ 18,000.00	\$ -	\$ -	\$ -	\$ 18,000.00	\$ -	\$ 18,000.00
8. Current Expenses	\$ 133.00	\$ -	\$ 133.00	\$ -	\$ -	\$ -	\$ 133.00	\$ -	\$ 133.00
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00	\$ -	\$ 500.00
11. Staff Education and Training	\$ 8,000.00	\$ -	\$ 8,000.00	\$ -	\$ -	\$ -	\$ 8,000.00	\$ -	\$ 8,000.00
12. Subcontracts/Agreements	\$ 149,000.00	\$ -	\$ 149,000.00	\$ -	\$ -	\$ -	\$ 149,000.00	\$ -	\$ 149,000.00
13. Other (specific detail mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FLEX, client travel, shelter, etc	\$ 20,000.00	\$ -	\$ 20,000.00	\$ -	\$ -	\$ -	\$ 20,000.00	\$ -	\$ 20,000.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	\$ 218,333.00	\$ -	\$ 218,333.00	\$ -	\$ -	\$ -	\$ 218,333.00	\$ -	\$ 218,333.00

Indirect As A Percent of Direct

0.0%

Androscoggin Valley Hospital, Inc.  
SS-2019-BDAS-05-ACCES-01-A03  
Exhibit B-8 Amendment #3 SOR II

DS  
MP  
Contractor Initials  
Date 1/4/2021





Lori A. Shibley  
Commissioner

Katja S. Fox  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION FOR BEHAVIORAL HEALTH

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

June 2, 2020

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

**REQUESTED ACTION**

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

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

Vendor Name	Vendor Code	Area Served	Current Amount	Increase/ (Decrease)	New Amount	G&C Approval
Androscoggin Valley Hospital, Inc., Berlin, NH	TBD	Berlin	\$1,670,051	\$0	\$1,670,051	O: 10/31/18 Item #17A A1: 8/28/19 (Item #10)
Concord Hospital, Inc., Concord, NH	177653-B003	Concord	\$2,272,793	\$0	\$2,272,793	O: 10/31/18 Item #17A A1: 8/28/19 (Item #10)
Granite Pathways, Concord, NH	228900-B001	N/A	\$6,895,879	\$0	\$6,895,879	O: 10/31/18 (Item #17A) A1: 9/18/19, (Item #20)
Littleton Regional Hospital, Littleton, NH	TBD	Littleton	\$1,713,805	\$0	\$1,713,805	O: 10/31/18 (Item #17A) A1: 9/18/19, (Item #20)
LRGHealthcare, Laconia, NH	TBD	Laconia	\$1,987,873	\$0	\$1,987,873	O: 10/31/18 (Item #17A) A1: 9/18/19, (Item #20)



His Excellency, Governor Christopher T. Sununu  
and the Honorable Council.

Page 2 of 3

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

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

See attached fiscal details

#### EXPLANATION

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

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



His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 3 of 3

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

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

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

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

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

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

Area served: Statewide

Respectfully submitted,

  
Lori A. Shibanette  
Commissioner



## Financial Detail

05-95-92-920510-7040 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV OF, BUREAU OF DRUG & ALCOHOL SERVICES, STATE OPIOID RESPONSE GRANT					
100% Federal Funds CFDA #93.788 FAIN T1081885					
Activity Code: 92057040					
<b>Androscoggin Valley</b>					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	\$ 821,133.00	\$ (201,283.00)	\$ 619,850.00
2020	Contracts for Prog Svs	102-500731	\$ 848,918.00		\$ 848,918.00
2021	Contracts for Prog Svs	102-500731		\$ 201,283.00	\$ 201,283.00
Subtotal			\$ 1,670,051.00	\$ -	\$ 1,670,051.00
<b>Concord</b>					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	\$ 947,682.00	\$ (236,916.00)	\$ 710,746.00
2020	Contracts for Prog Svs	102-500731	\$ 1,325,131.00		\$ 1,325,131.00
2021	Contracts for Prog Svs	102-500731		\$ 236,916.00	\$ 236,916.00
Subtotal			\$ 2,272,793.00	\$ -	\$ 2,272,793.00
<b>Cheshire</b>					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	\$ 820,133.00	\$ (205,033.00)	\$ 615,100.00
2020	Contracts for Prog Svs	102-500731	\$ 1,127,557.00		\$ 1,127,557.00
2021	Contracts for Prog Svs	102-500731		\$ 205,033.00	\$ 205,033.00
Subtotal			\$ 1,947,690.00	\$ -	\$ 1,947,690.00
<b>Mary Hitchcock</b>					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	\$ 1,774,205.00	\$ (383,958.00)	\$ 1,390,247.00
2020	Contracts for Prog Svs	102-500731	\$ 2,575,109.00		\$ 2,575,109.00
2021	Contracts for Prog Svs	102-500731		\$ 383,958.00	\$ 383,958.00
Subtotal			\$ 4,349,314.00	\$ -	\$ 4,349,314.00
<b>LRGHealthcare</b>					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	\$ 820,000.00	\$ (205,000.00)	\$ 615,000.00
2020	Contracts for Prog Svs	102-500731	\$ 1,167,673.00		\$ 1,167,673.00
2021	Contracts for Prog Svs	102-500731		\$ 205,000.00	\$ 205,000.00
Subtotal			\$ 1,987,673.00	\$ -	\$ 1,987,673.00



## Financial Detail

Granite Pathways Manchester					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	\$ 1,331,471.00		\$ 1,331,471.00
2020	Contracts for Prog Svs	102-500731	\$ 2,349,699.00		\$ 2,349,699.00
2021	Contracts for Prog Svs	102-500731			\$
Subtotal			\$ 3,681,170.00	\$ -	\$ 3,681,170.00
Granite Pathways Nashua					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	\$ 1,348,973.00		\$ 1,348,973.00
2020	Contracts for Prog Svs	102-500731	\$ 1,865,736.00		\$ 1,865,736.00
2021	Contracts for Prog Svs	102-500731			\$
Subtotal			\$ 3,214,709.00	\$ -	\$ 3,214,709.00
Provider name here					
Littleton Regional					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	\$ 831,000.00	\$ (203,750.00)	\$ 627,250.00
2020	Contracts for Prog Svs	102-500731	\$ 882,805.00		\$ 882,805.00
2021	Contracts for Prog Svs	102-500731		\$ 203,750.00	\$ 203,750.00
Subtotal			\$ 1,713,805.00	\$ -	\$ 1,713,805.00
Wentworth Douglass					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	\$ 862,700.00	\$ (240,675.00)	\$ 722,025.00
2020	Contracts for Prog Svs	102-500731	\$ 1,806,752.00		\$ 1,806,752.00
2021	Contracts for Prog Svs	102-500731		\$ 240,675.00	\$ 240,675.00
Subtotal			\$ 2,769,452.00	\$ -	\$ 2,769,452.00
Subtotal			\$ 23,606,657.00	\$ -	\$ 23,606,657.00





Jeffrey A. Meyers  
Commissioner

Katja S. Fox  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION FOR BEHAVIORAL HEALTH  
BUREAU OF DRUG AND ALCOHOL SERVICES

105 PLEASANT STREET, CONCORD, NH 03301  
603-271-6110 1-800-852-3345 Ext. 6738  
Fax: 603-271-6105 TDD Access: 1-800-735-2964  
www.dhhs.nh.gov

August 13, 2019

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

**REQUESTED ACTION**

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

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

Vendor Name	Vendor ID	Vendor Address	Current Budget	Increase/ (Decrease)	Updated Budget
<b>Androscoggin Valley Hospital, Inc.</b>	<b>TBD</b>	<b>59 Page Hill Rd. Berlin, NH 03570</b>	<b>\$1,559,611</b>	<b>\$110,440</b>	<b>\$1,670,051</b>
<b>Concord Hospital, Inc.</b>	<b>177653-B003</b>	<b>250 Pleasant St. Concord, NH, 03301</b>	<b>\$1,845,257</b>	<b>\$427,536</b>	<b>\$2,272,793</b>
<b>Granite Pathways</b>	<b>228900-B001</b>	<b>10 Ferry St. Ste. 308, Concord, NH, 03301</b>	<b>\$5,008,703</b>	<b>\$0</b>	<b>\$5,008,703</b>
<b>Littleton Regional Hospital</b>	<b>TBD</b>	<b>600 St. Johnsbury Road, Littleton, NH 03561</b>	<b>\$1,572,101</b>	<b>\$0</b>	<b>\$1,572,101</b>
<b>LRGHealthcare</b>	<b>TBD</b>	<b>80 Highland St. Laconia, NH 03246</b>	<b>\$1,593,000</b>	<b>\$0</b>	<b>\$1,593,000</b>
<b>Mary Hitchcock Memorial Hospital</b>	<b>177651-B001</b>	<b>One Medical Center Drive Lebanon, NH 03756</b>	<b>\$4,043,958</b>	<b>\$0</b>	<b>\$4,043,958</b>
<b>The Cheshire Medical Center</b>	<b>155405-B001</b>	<b>580 Court St. Keene, NH 03431</b>	<b>\$1,593,611</b>	<b>\$0</b>	<b>\$1,593,611</b>
<b>Wentworth-Douglass Hospital</b>	<b>TBD</b>	<b>789 Central Ave. Dover, NH 03820</b>	<b>\$1,890,416</b>	<b>\$0</b>	<b>\$1,890,416</b>
		<b>Total</b>	<b>\$19,106,657</b>	<b>\$537,976</b>	<b>\$19,644,633</b>

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



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

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

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

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

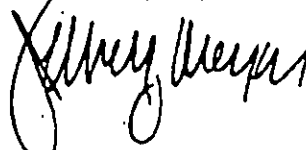
- Monthly de-identified, aggregate data reports
- Weekly and biweekly Doorway program calls
- Monthly Community of Practice meetings
- Regular review and monitoring of Government Performance and Results Act (GPRA) interviews and follow ups through the Web Information Technology System (WITS) database.

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

Area served: Statewide

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

Respectfully submitted,



Jeffrey A. Meyers  
Commissioner



His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
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**05-95-92-920510-7040 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG & ALCOHOL SERVICES, STATE OPIOID RESPONSE GRANT**

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

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

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

**EXPLANATION**

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

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



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Jeffrey A. Meyers  
Commissioner

Katja S. Fox  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION FOR BEHAVIORAL HEALTH  
BUREAU OF DRUG AND ALCOHOL SERVICES

105 PLEASANT STREET, CONCORD, NH 03301  
603-271-6110 1-800-852-3345 Ext. 6738  
Fax: 603-271-6105 TDD Access: 1-800-735-2964  
www.dhhs.nh.gov

October 17, 2018

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division for Behavioral Health, Bureau of Drug and Alcohol Services, to enter into sole source agreements with the eight (8) vendors listed below, in an amount not to exceed \$16,606,487, to develop, implement and operationalize a statewide network of Regional Hubs for opioid use disorder treatment and recovery support services, effective upon date of Governor and Council approval, through September 29, 2020. Federal Funds 100%.

Vendor Name	Vendor ID	Vendor Address	Amount
Androscoggin Valley Hospital, Inc.	TBD	59 Page Hill Rd. Berlin, NH 03570	\$1,559,611
Concord Hospital, Inc.	177653-B003	250 Pleasant St. Concord, NH, 03301	\$1,845,257
Granite Pathways	228900-B001	10 Ferry St. Ste. 308, Concord, NH, 03301	\$5,008,703
Littleton Regional Hospital	TBD	600 St. Johnsbury Road Littleton, NH 03561	\$1,572,101
LRGHealthcare	TBD	80 Highland St. Laconia, NH 03246	\$1,593,000
Mary Hitchcock Memorial Hospital	177651-B001	One Medical Center Drive Lebanon, NH 03756	\$1,543,788
The Cheshire Medical Center	155405-B001	580 Court St. Keene, NH 03431	\$1,593,611
Wentworth-Douglass Hospital	TBD	789 Central Ave. Dover, NH 03820	\$1,890,416
		Total	\$16,606,487



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

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

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

**05-95-92-920510-2659 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG & ALCOHOL SERVICES, OPIOID STR GRANT**

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

**EXPLANATION**

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

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



His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 3 of 4

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

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

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

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

Unique to this service redesign is a robust level of client-specific data that will be available. The SOR grant requires that all individual served receive a comprehensive assessment at several time intervals, specifically at intake, three (3) months, six (6) months and upon discharge. Through care coordination efforts, the Regional Hubs will be responsible for gathering data on items including, but not limited to recovery status, criminal justice involvement, employment, and housing needs at the time intervals listed above. This data will enable the Department to measure short and long-term outcomes associated with SOR-funded initiatives and to determine which programs are generating the best results for the clients served.

As referenced in Exhibit C-1 of this contract, the Department has the option to extend contracted services for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

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

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

Area served: Statewide

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



His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
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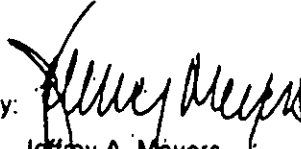
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Katja S. Fox  
Director

Approved by:



Jeffrey A. Meyers  
Commissioner



## Financial Detail

05-95-92-920510-7040 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV OF, BUREAU OF DRUG & ALCOHOL SERVICES, STATE OPIOID RESPONSE GRANT			
100% Federal Funds			
Activity Code: 92057040			
<b>Androscoggin Valley Hospital, Inc</b>			
Vendor # TBD			
State Fiscal Year	Class Title	Class Account	Current Budget
2019	Contracts for Prog Svs	102-500731	\$ 805,133.00
2020	Contracts for Prog Svs	102-500731	\$ 738,478.00
2021	Contracts for Prog Svs	102-500731	\$
Subtotal			\$ 1,643,611.00
<b>Concord Hospital, Inc</b>			
Vendor # 177653-B003			
State Fiscal Year	Class Title	Class Account	Current Budget
2019	Contracts for Prog Svs	102-500731	\$ 947,662.00
2020	Contracts for Prog Svs	102-500731	\$ 897,595.00
2021	Contracts for Prog Svs	102-500731	\$
Subtotal			\$ 1,845,257.00
<b>Granite Pathways</b>			
Vendor # 228900-B001			
State Fiscal Year	Class Title	Class Account	Current Budget
2019	Contracts for Prog Svs	102-500731	\$ 2,380,444.00
2020	Contracts for Prog Svs	102-500731	\$ 2,328,259.00
2021	Contracts for Prog Svs	102-500731	\$
Subtotal			\$ 4,708,703.00
<b>Littleton Regional Hospital</b>			
Vendor # TBD			
State Fiscal Year	Class Title	Class Account	Current Budget
2019	Contracts for Prog Svs	102-500731	\$ 815,000.00
2020	Contracts for Prog Svs	102-500731	\$ 741,101.00
2021	Contracts for Prog Svs	102-500731	\$
Subtotal			\$ 1,556,101.00
<b>LRGHealthcare</b>			
Vendor # TBD			
State Fiscal Year	Class Title	Class Account	Current Budget
2019	Contracts for Prog Svs	102-500731	\$ 820,000.00
2020	Contracts for Prog Svs	102-500731	\$ 773,000.00
2021	Contracts for Prog Svs	102-500731	\$
Subtotal			\$ 1,593,000.00



## Financial Detail

<b>Mary Hitchcock Memorial Hospital</b>			
<b>Vendor # 177651-B001</b>			
<b>State Fiscal Year</b>	<b>Class Title</b>	<b>Class Account</b>	<b>Current Budget</b>
2019	Contracts for Prog Svs	102-500731	\$ 730,632.00
2020	Contracts for Prog Svs	102-500731	\$ 813,156.00
2021	Contracts for Prog Svs	102-500731	\$ -
<b>Subtotal</b>			<b>\$ 1,543,788.00</b>
<b>The Cheshire Medical Center</b>			
<b>Vendor # 155405-B001</b>			
<b>State Fiscal Year</b>	<b>Class Title</b>	<b>Class Account</b>	<b>Current Budget</b>
2019	Contracts for Prog Svs	102-500731	\$ 820,133.00
2020	Contracts for Prog Svs	102-500731	\$ 773,478.00
2021	Contracts for Prog Svs	102-500731	\$ -
<b>Subtotal</b>			<b>\$ 1,593,611.00</b>
<b>Wentworth-Douglas Hospital</b>			
<b>Vendor # 157797</b>			
<b>State Fiscal Year</b>	<b>Class Title</b>	<b>Class Account</b>	<b>Current Budget</b>
2019	Contracts for Prog Svs	102-500731	\$ 962,700.00
2020	Contracts for Prog Svs	102-500731	\$ 927,716.00
2021	Contracts for Prog Svs	102-500731	\$ -
<b>Subtotal</b>			<b>\$ 1,890,416.00</b>
<b>SUB TOTAL</b>			<b>\$ 16,274,487.00</b>

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



## Financial Detail

<b>Granite Pathways</b>			
<b>Vendor # 228900-B001</b>			
<b>State Fiscal Year</b>	<b>Class Title</b>	<b>Class Account</b>	<b>Current Budget</b>
2019	Contracts for Prog Svs	102-500731	\$ 300,000.00
2020	Contracts for Prog Svs	102-500731	\$ -
2021	Contracts for Prog Svs	102-500731	\$ -
<b>Subtotal</b>			<b>\$ 300,000.00</b>
<b>Littleton Regional Hospital</b>			
<b>Vendor # TBD</b>			
<b>State Fiscal Year</b>	<b>Class Title</b>	<b>Class Account</b>	<b>Current Budget</b>
2019	Contracts for Prog Svs	102-500731	\$ 16,000.00
2020	Contracts for Prog Svs	102-500731	\$ -
2021	Contracts for Prog Svs	102-500731	\$ -
<b>Subtotal</b>			<b>\$ 16,000.00</b>
<b>LRGHealthcare</b>			
<b>Vendor # TBD</b>			
<b>State Fiscal Year</b>	<b>Class Title</b>	<b>Class Account</b>	<b>Current Budget</b>
2019	Contracts for Prog Svs	102-500731	\$ -
2020	Contracts for Prog Svs	102-500731	\$ -
2021	Contracts for Prog Svs	102-500731	\$ -
<b>Subtotal</b>			<b>\$ -</b>
<b>Mary Hitchcock Memorial Hospital</b>			
<b>Vendor # 177651-B001</b>			
<b>State Fiscal Year</b>	<b>Class Title</b>	<b>Class Account</b>	<b>Current Budget</b>
2019	Contracts for Prog Svs	102-500731	\$ -
2020	Contracts for Prog Svs	102-500731	\$ -
2021	Contracts for Prog Svs	102-500731	\$ -
<b>Subtotal</b>			<b>\$ -</b>
<b>The Cheshire Medical Center</b>			
<b>Vendor # 155405-B001</b>			
<b>State Fiscal Year</b>	<b>Class Title</b>	<b>Class Account</b>	<b>Current Budget</b>
2019	Contracts for Prog Svs	102-500731	\$ -
2020	Contracts for Prog Svs	102-500731	\$ -
2021	Contracts for Prog Svs	102-500731	\$ -
<b>Subtotal</b>			<b>\$ -</b>
<b>Wentworth-Douglas Hospital</b>			
<b>Vendor # 157797</b>			
<b>State Fiscal Year</b>	<b>Class Title</b>	<b>Class Account</b>	<b>Current Budget</b>
2019	Contracts for Prog Svs	102-500731	\$ -
2020	Contracts for Prog Svs	102-500731	\$ -
2021	Contracts for Prog Svs	102-500731	\$ -
<b>Subtotal</b>			<b>\$ -</b>
<b>SUB TOTAL</b>			<b>\$ 332,000.00</b>
<b>TOTAL</b>			<b>\$ 16,606,487.00</b>



**State of New Hampshire  
Department of Health and Human Services  
Amendment #4**

This Amendment to the Access and Delivery Hub for Opioid Use Disorder Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and The Cheshire Medical Center ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on October 31, 2018 (Item #17A), as amended on September 18, 2019 (Item #20), as amended June 24, 2020 (Item #31), as amended February 3, 2021, (Item #10), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Section 3, Renewal, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:  
September 29, 2022.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$4,108,786.
3. Modify Exhibit A – Amendment #3, Scope of Services, Section 11, SOR Grant Standards, Subsection 11.1., to read:  
11.1. Reserved
4. Modify Exhibit A – Amendment #3, Scope of Services, Section 11, SOR Grant Standards, Subsection 11.11., to read:  
11.11. The Contractor shall ensure that SOR grant funds are not used to purchase, prescribe, or provide marijuana or provide treatment using marijuana. The Contractor shall ensure:  
11.11.1. Treatment in this context includes the treatment of opioid use disorder (OUD).  
11.11.2. Grant funds are not provided to any individual who, or organization that, provides or permits marijuana use for the purposes of treating substance use or mental health disorders.  
11.11.3. This marijuana restriction applies to all subcontracts and memorandums of understanding (MOU) that receive SOR funding.
5. Modify Exhibit A – Amendment #3, Scope of Services, Section 11, SOR Grant Standards, 11.12., to read:  
11.12. The Contractor shall provide a Fentanyl test strip utilization plan to the Department for approval prior to implementation. The Contractor shall ensure the utilization plan includes:  
11.12.1. Internal policies for the distribution of Fentanyl strips;  
11.12.2. Distribution methods and frequency; and  
11.12.3. Other key data as requested by the Department.



6. Modify Exhibit A – Amendment #3, Scope of Services, Section 11, SOR Grant Standards, by adding Subsection 11.13., to read:
  - 11.13. The Contractor shall provide a contingency management plan to the Department for approval prior to implementation of the contingency management plan. The Contractor shall ensure the contingency management plan includes:
    - 11.13.1. Contingency management strategies to reward and incentivize individual treatment compliance;
    - 11.13.2. Identified allowable contingency rewards, as approved by the Department, ensuring:
      - 11.13.2.1. The maximum contingency value per contingency does not exceed \$15; and
      - 11.13.2.2. The maximum number of contingencies per year per individual does not exceed five (5); and
      - 11.13.2.3. The maximum dollar value of all contingencies per individual does not exceed \$75 per year; and
    - 11.13.4 Other key data, as requested by the Department.
7. Modify Exhibit A – Amendment #3, Scope of Services, Section 11, SOR Grant Standards, by adding Subsection 11.14., to read:
  - 11.14. The Contractor shall refer to Exhibit B – Amendment #4 for grant terms and conditions including, but not limited to:
    - 11.14.1. Invoicing.
    - 11.14.2. Funding restrictions.
    - 11.14.3. Billing
8. Modify Exhibit B Amendment #3, Methods and Conditions Precedent to Payment by replacing it in its entirety with Exhibit B – Amendment #4, Methods and Conditions Precedent to Payment, in order to update payment terms, billing standards and various references to budgets, which is attached hereto and incorporated by reference herein.
9. Add Exhibit B-9 Amendment #4 SOR II Budget, which is attached hereto and incorporated by reference herein.
10. Add Exhibit B-10 Amendment #4 SOR II Budget, which is attached hereto and incorporated by reference herein.

DS  
KW



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

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

State of New Hampshire  
Department of Health and Human Services

8/30/2021

Date

DocuSigned by:

*Katja Fox*

ED9D05B04C63442...

Name: Katja Fox

Title:

Director

The Cheshire Medical Center

8/30/2021

Date

DocuSigned by:

*Kathryn Willbarger*

5F51E2D191364FF...

Name: Kathryn Willbarger

Title:

COO

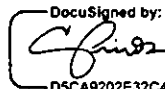


The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

8/31/2021

Date

DocuSigned by:  


Name: Catherine Pinos

Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:



**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**



**EXHIBIT B – Amendment #4**

**Methods and Conditions Precedent to Payment**

1. This Agreement is funded by:
  - 1.1. 97.37% Federal funds from the State Opioid Response Grant, as awarded on 08/30/2018, by the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, CFDA #93.788, FAIN H79TI081685, and as awarded on 09/30/2020, by the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, CFDA #93.788, FAIN H79TI083326, and as awarded on 08/09/2021, by the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, CFDA #93.788, FAIN H79TI083326; and
  - 1.2. 0.41% Federal funds from the Substance Abuse Prevention & Treatment Block Grant-SABG FY21 COVID Emergency Funds, as awarded on 03/11/2021, by the U.S. Department of Health and Human Services, Substance Abuse & Mental Health Services Administration, CFDA #93.959, FAIN B08TI083509.
  - 1.3. 2.23% Other Funds from Governor's Commission on Alcohol and Other Drug Abuse Prevention, Intervention and Treatment Funds effective from 9/30/2020 through 9/29/2021.
2. Governor Commission Funds
  - 2.1. The Contractor shall utilize funds in Exhibit B-5 Amendment #3 GovComm and Exhibit B-7 Amendment #3 GovComm for the purpose of providing services and supports to clients whose needs do not make them eligible to receive SOR-funded services and supports.
  - 2.2. The Contractor shall collaborate with the Department to determine appropriate services and supports along with developing and submitting reports and invoices that are separate from reports and invoices submitted for SOR grant funds
3. SABG FY21 COVID Emergency Funds
  - 3.1. The Contractor shall collaborate with the Department to determine appropriate services and supports along with developing and submitting reports and invoices that are separate from reports and invoices submitted for SOR grant funds.
4. For the purposes of this Agreement:
  - 4.1. The Department has identified the Contractor as a Subrecipient, in accordance with 2 CFR §200.330.
  - 4.2. The Department has identified this Contract as NON-R&D, in accordance with 2 CFR §200.87.
  - 4.3. The de minimis Indirect Cost Rate of 10% applies in accordance with 2 CFR §200.414.
5. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibit B-1, Budget through Exhibit B-10 Amendment #4 SOR II Budget.



**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**



**EXHIBIT B – Amendment #4**

6. The Contractor shall seek payment for services, as follows:
  - 6.1. First, the Contractor shall charge the client's private insurance or other payor sources.
  - 6.2. Second, the Contractor shall charge Medicare.
  - 6.3. Third, the Contractor shall charge Medicaid enrolled individuals, as follows:
    - 6.3.1. Medicaid Care Management: If enrolled with a Managed Care Organization (MCO), the Contractor shall be paid in accordance with its contract with the MCO.
    - 6.3.2. Medicaid Fee for Service: The Contractor shall bill Medicaid for services on the Fee for Service (FFS) schedule.
  - 6.4. Fourth, the Contractor shall charge the client in accordance with the Sliding Fee Scale Program.
  - 6.5. Lastly, if any portion of the amount specified in the Sliding Fee Scale remains unpaid, charge the Department for the unpaid balance.
7. The Contractor shall submit an invoice and supporting backup documentation in a form satisfactory to the State by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment. Invoices shall be net any other revenue received towards the services billed in fulfillment of this agreement. The Contractor shall ensure:
  - 7.1. Backup documentation includes, but is not limited to:
    - 7.1.1. General Ledger showing revenue and expenses for the contract.
    - 7.1.2. Timesheets and/or time cards that support the hours employees worked for wages reported under this contract.
      - 7.1.2.1. Per 45 CFR Part 75.430(i)(1) Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed.
      - 7.1.2.2. Attestation and time tracking templates, which are available to the Department upon request.
    - 7.1.3. Invoices supporting expenses reported:
      - 7.1.3.1. Unallowable expenses include, but are not limited to:
        - 7.1.3.1.1. Amounts belonging to other programs.
        - 7.1.3.1.2. Amounts prior to effective date of contract.
        - 7.1.3.1.3. Construction or renovation expenses.
        - 7.1.3.1.4. Food or water for employees.
        - 7.1.3.1.5. Directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana.



**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**



**EXHIBIT B – Amendment #4**

- 7.1.3.1.6. Fines, fees, or penalties.
- 7.1.3.1.7. Per SAMSHA requirements, meals are generally unallowable unless they are an integral part of a conference grant or specifically stated as an allowable expense in the FOA. Grant funds may be used for light snacks, not to exceed three dollars (\$3.00) per person for clients.
- 7.1.3.1.8. Cell phones and cell phone minutes for clients.
- 7.1.4. Receipts for expenses within the applicable state fiscal year.
- 7.1.5. Cost center reports.
- 7.1.6. Profit and loss report.
- 7.1.7. Remittance Advices from the insurances billed. Remittance Advices do not need to be supplied with the invoice, but should be retained to be available upon request.
- 7.1.8. Information requested by the Department verifying allocation or offset based on third party revenue received.
- 7.1.9. Summaries of patient services revenue and operating revenue and other financial information as requested by the Department.
- 8. The Contractor is responsible for reviewing, understanding, and complying with further restrictions included in the Funding Opportunity Announcement (FOA).
- 9. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to DHHS.DBHInvoicesBDAS@dhhs.nh.gov, or invoices may be mailed to:  
  
SOR Financial Manager  
Department of Health and Human Services  
105 Pleasant Street  
Concord, NH 03301
- 10. The Contractor agrees that billing submitted for review after twenty (20) business days of the last day of the billing month may be subject to non-payment.
- 11. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
- 12. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
- 13. The Contractor must provide the services in Exhibit A – Amendment #3, Scope of Services, in compliance with funding requirements.
- 14. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit A – Amendment #3, Scope of Services, including failure to submit required monthly and/or quarterly reports.



**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**



**EXHIBIT B – Amendment #4**

15. Notwithstanding Paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

**16. Audits**

16.1. The Contractor is required to submit an annual audit to the Department if **any** of the following conditions exist:

16.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

16.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.

16.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

9.1. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

9.2. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

9.3. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.

9.4. 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.

**17. Maintenance of Fiscal Integrity**

17.1. In order to enable the Department to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to the Department monthly, the Balance Sheet, Profit and Loss Statement (total organization and program-level), and Cash Flow Statement for the Contractor. Program-level Profit and Loss Statement shall include all revenue sources and all related expenditures for that program. The program-level Profit and Loss



**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**



**EXHIBIT B – Amendment #4**

Statement shall include a budget column allowing for budget to actual analysis. Outside of the program-level Profit and Loss Statement and budget to actual analysis, all other statements shall be reflective of the entire Partnership for Successful Living organization and shall be submitted on the same day the reports are submitted to the Board, but no later than the fourth Wednesday of the month. Additionally, the contractor will provide interim profit and loss statements for every program area, reported as of the 20<sup>th</sup> of the month, by the last day of every month.

- 17.2. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement.
- 17.3. The Contractor shall inform the Department by phone and by email within five business days when any Executive Management, Board Officers, or Program Managers for Department contracts submits a resignation or leaves for any other reason.

DS  
KW



## Exhibit B-9 Amendment #4 SOR II Budget

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

Contractor Name: The Cheshire Medical Center

Project Title: Access and Delivery Hub for Opioid Use Disorder Services

Budget Period: 5FY22 09/30/21-09/30/22

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 289,980.00	\$ 28,998.00	\$ 318,978.00	\$ -	\$ -	\$ -	\$ 289,980.00	\$ 28,998.00	\$ 318,978.00
2. Employee Benefits	\$ 116,188.00	\$ 11,619.00	\$ 127,807.00	\$ -	\$ -	\$ -	\$ 116,188.00	\$ 11,619.00	\$ 127,807.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 4,716.00	\$ 472.00	\$ 5,188.00	\$ -	\$ -	\$ -	\$ 4,716.00	\$ 472.00	\$ 5,188.00
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ 4,668.00	\$ 467.00	\$ 5,135.00	\$ -	\$ -	\$ -	\$ 4,668.00	\$ 467.00	\$ 5,135.00
Office	\$ 2,625.00	\$ 262.00	\$ 2,887.00	\$ -	\$ -	\$ -	\$ 2,625.00	\$ 262.00	\$ 2,887.00
6. Travel	\$ 583.00	\$ 58.00	\$ 642.00	\$ -	\$ -	\$ -	\$ 583.00	\$ 58.00	\$ 642.00
7. Occupancy	\$ 42,972.00	\$ 4,297.00	\$ 47,269.00	\$ -	\$ -	\$ -	\$ 42,972.00	\$ 4,297.00	\$ 47,269.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 4,012.00	\$ 401.00	\$ 4,413.00	\$ -	\$ -	\$ -	\$ 4,012.00	\$ 401.00	\$ 4,413.00
Postage	\$ 10.00	\$ 1.00	\$ 11.00	\$ -	\$ -	\$ -	\$ 10.00	\$ 1.00	\$ 11.00
Subscriptions	\$ 530.00	\$ 53.00	\$ 583.00	\$ -	\$ -	\$ -	\$ 530.00	\$ 53.00	\$ 583.00
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 3,132.00	\$ 313.00	\$ 3,445.00	\$ -	\$ -	\$ -	\$ 3,132.00	\$ 313.00	\$ 3,445.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (Medications):	\$ 100,000.00	\$ 10,000.00	\$ 110,000.00	\$ -	\$ -	\$ -	\$ 100,000.00	\$ 10,000.00	\$ 110,000.00
14. Other (Flex Funds)	\$ 131,753.00	\$ 13,175.00	\$ 144,928.00	\$ -	\$ -	\$ -	\$ 131,753.00	\$ 13,175.00	\$ 144,928.00
15. Other (Support Clients Unmet Needs)	\$ 15,150.00	\$ 1,515.00	\$ 16,665.00	\$ -	\$ -	\$ -	\$ 15,150.00	\$ 1,515.00	\$ 16,665.00
TOTAL	\$ 716,319.00	\$ 71,632.00	\$ 787,951.00	\$ -	\$ -	\$ -	\$ 716,319.00	\$ 71,632.00	\$ 787,951.00

Indirect As A Percent of Direct

10.0%



Exhibit B-10 Amendment #4 SOR II Budget

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

Contractor Name: The Cheshire Medical Center

Project Title: Access and Delivery Hub for Opioid Use Disorder Services

Budget Period: SFY23 07/01/2022-09/30/2022

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 117,460.00	\$ 11,746.00	\$ 129,206.00	\$ -	\$ -	\$ -	\$ 117,460.00	\$ 11,746.00	\$ 129,206.00
2. Employee Benefits	\$ 51,732.00	\$ 5,173.00	\$ 56,905.00	\$ -	\$ -	\$ -	\$ 51,732.00	\$ 5,173.00	\$ 56,905.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ 1,559.00	\$ 156.00	\$ 1,715.00	\$ -	\$ -	\$ -	\$ 1,559.00	\$ 156.00	\$ 1,715.00
Office	\$ 872.00	\$ 87.00	\$ 959.00	\$ -	\$ -	\$ -	\$ 872.00	\$ 87.00	\$ 959.00
6. Travel	\$ 189.00	\$ 19.00	\$ 208.00	\$ -	\$ -	\$ -	\$ 189.00	\$ 19.00	\$ 208.00
7. Occupancy	\$ 14,337.00	\$ 1,434.00	\$ 15,771.00	\$ -	\$ -	\$ -	\$ 14,337.00	\$ 1,434.00	\$ 15,771.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 1,337.00	\$ 134.00	\$ 1,471.00	\$ -	\$ -	\$ -	\$ 1,337.00	\$ 134.00	\$ 1,471.00
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 4,991.00	\$ 499.00	\$ 5,490.00	\$ -	\$ -	\$ -	\$ 4,991.00	\$ 499.00	\$ 5,490.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (Medications):	\$ 8,134.00	\$ 813.00	\$ 8,947.00	\$ -	\$ -	\$ -	\$ 8,134.00	\$ 813.00	\$ 8,947.00
14. Other (Flex Funds)	\$ 33,112.00	\$ 3,311.00	\$ 36,423.00	\$ -	\$ -	\$ -	\$ 33,112.00	\$ 3,311.00	\$ 36,423.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 233,723.00</b>	<b>\$ 23,372.00</b>	<b>\$ 257,095.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 233,723.00</b>	<b>\$ 23,372.00</b>	<b>\$ 257,095.00</b>

Indirect As A Percent of Direct

10.0%



# State of New Hampshire

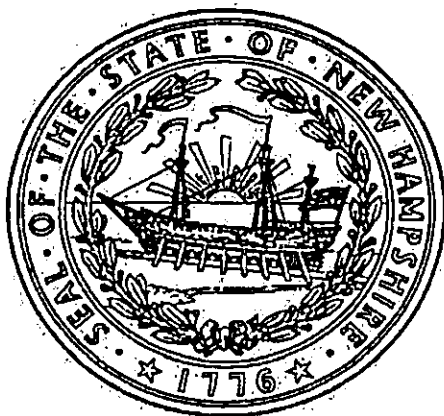
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE CHESHIRE MEDICAL CENTER is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on October 31, 1980. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 62567

Certificate Number: 0005423717



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 18th day of August A.D. 2021.

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

William M. Gardner  
Secretary of State



### CERTIFICATE OF AUTHORITY

I, Robert Mitchell \_\_\_\_\_, hereby certify that  
(Name of the elected Officer of the Corporation/LLC, cannot be contract signatory)

1 I am a duly elected Secretary of Cheshire Medical Center \_\_\_\_\_  
(Corporation/LLC Name)

2 The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on June 10, 2021, at which a quorum of the Directors/shareholders were present and voting  
(Date)


**VOTED:** That Don Caruso, Kathryn Willbarger or Daniel Gross \_\_\_\_\_ (may list more than one person)  
(Name and Title of Contract Signatory)

is duly authorized on behalf of Cheshire Medical Center to enter into contracts or agreements with the State  
(Name of Corporation/ LLC)

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

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

Dated 8/30/21

  
Signature of Elected Officer  
Name Robert Mitchell  
Title Secretary, Cheshire Medical Center,  
Board of Trustees



DATE: June 14, 2021

**CERTIFICATE OF INSURANCE****COMPANY AFFORDING COVERAGE**

Hamden Assurance Risk Retention Group, Inc.  
P.O. Box 1687  
30 Main Street, Suite 330  
Burlington, VT 05401

**INSURED**

Cheshire Medical Center  
580 Court St  
Keene, NH 03431  
(603)653-6850

This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.

**COVERAGES**

The Policy listed below has been issued to the Named Insured above for the Policy Period notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued. The insurance afforded by the policy is subject to all the terms, exclusions and conditions of the policy. Limits shown may have been reduced by paid claims.

TYPE OF INSURANCE		POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
General Liability		0002021-A	07/01/2021	07/01/2022	EACH OCCURRENCE	\$1,000,000
					DAMAGE TO RENTED PREMISES	\$100,000
X	CLAIMS MADE				MEDICAL EXPENSES	N/A
	OCCURRENCE				PERSONAL & ADV INJURY	\$1,000,000
					GENERAL AGGREGATE	
OTHER					PRODUCTS-COMP/OP AGG	\$1,000,000
	CLAIMS MADE			ANNUAL AGGREGATE		
	OCCURENCE					
OTHER						

**DESCRIPTION OF OPERATIONS/ LOCATIONS/ VEHICLES/ SPECIAL ITEMS (LIMITS MAY BE SUBJECT TO RETENTIONS)**

Cheshire Medical Center, is insured under the terms and conditions of Policy No: 0002021-A. This insurance applies to services provided in the states of NH, VT, MA, MD and ME only.

**CERTIFICATE HOLDER**

State of NH  
Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301-3857

**CANCELLATION**

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 DAYS written notice to the certificate holder named below, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

**AUTHORIZED REPRESENTATIVES**





DARTHT-01

LSTILES

# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
 6/11/2021

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

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

PRODUCER License # 1780862  
 HUB International New England  
 275 US Route 1  
 Cumberland Foreside, ME 04110

CONTACT NAME: Lauren Stiles

PHONE (A/C, No, Ext):

FAX (A/C, No):

E-MAIL ADDRESS: Lauren.Stiles@hubinternational.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Safety National Casualty Corporation

15105

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

Dartmouth-Hitchcock Health  
 1 Medical Center Dr.  
 Lebanon, NH 03756

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						EACH OCCURRENCE \$ AGGREGATE \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	AGC4063394	7/1/2020	7/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Evidence of Workers Compensation coverage for Cheshire Medical Center.

## CERTIFICATE HOLDER

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

## 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





DARTHT-01

ASTOBERT

# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
6/30/2021

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

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

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275 US Route 1  
Cumberland Foreside, ME 04110

CONTACT: Angela Columbus  
PHONE (A/C No. Exp): (774) 233-6204 FAX (A/C No.):  
EMAIL: Angela.Columbus@hubinternational.com

INSURED:  
Dartmouth-Hitchcock Health  
1 Medical Center Dr.  
Lebanon, NH 03756

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Safety National Casualty Corporation	15105
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIM-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ MED EXP (ACTY & NON ACTY) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ COMBINED SINGLE LIMIT (EA ACCIDENT) \$ BODILY INJURY (PER PERSON) \$ BODILY INJURY (PER ACCIDENT) \$ PROPERTY DAMAGE (PER ACCIDENT) \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						EACH OCCURRENCE \$ AGGREGATE \$ DED. RETENTION \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIM-MADE <input type="checkbox"/> DED. <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ DED. RETENTION \$
A	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	AGC4065185	7/1/2021	7/1/2022	X PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Evidence of Workers Compensation coverage for:

Cheshire Medical Center  
Dartmouth-Hitchcock Health  
Mary Hitchcock Memorial Hospital  
Alice Peck Day Memorial Hospital  
New London Hospital Association  
Mt. Ascutney Hospital and Health Center

## CERTIFICATE HOLDER

## CANCELLATION

NH DHHS  
129 Pleasant Street  
Concord, NH 03301

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

ACORD 25 (2016/03)

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### 3- Year Strategic Plan : Our Mission, Vision, and Values

**MISSION:**

To lead our community to optimal health and wellness through our clinical and service excellence, collaboration, and compassion for every patient, every time.

**VISION:**

To continually improve the health outcomes of the people we care for through our role in providing high-value health care; remaining a sustainable resource for our region.

**OUR VALUES:**

*Excellence* – delivering care at the highest possible standard to every patient, every day

*Compassion* – Taking the humanity of others into account during every interaction

*Collaboration* – Working closely with colleagues and partners to achieve operational improvements and implement effective solutions

*Inclusiveness* – Celebrating and respecting the identity, perspective, and background of every patient and staff member

*Responsibility* – Acting as good stewards of resources and working to control costs

*Vigilance* – Keeping the safety of patients and colleagues first and foremost

*Transparency* – Being clear and honest with patients and colleagues





# **Dartmouth-Hitchcock Health and Subsidiaries**

**Consolidated Financial Statements  
June 30, 2020 and 2019**



**Dartmouth-Hitchcock Health and Subsidiaries**  
**Index**  
**June 30, 2020 and 2019**

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## **Report of Independent Auditors**

To the Board of Trustees of  
Dartmouth-Hitchcock Health and subsidiaries

We have audited the accompanying consolidated financial statements of Dartmouth-Hitchcock Health and its subsidiaries (the "Health System"), which comprise the consolidated balance sheets as of June 30, 2020 and 2019, and the related consolidated statements of operations and changes in net assets and of cash flows for the years then ended.

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

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

### ***Auditors' Responsibility***

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

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

### ***Opinion***

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Dartmouth-Hitchcock Health and its subsidiaries as of June 30, 2020 and 2019, and the results of their operations, changes in net assets and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.





***Emphasis of Matter***

As discussed in Note 2 to the consolidated financial statements, the Health System changed the manner in which it accounts for leases and the presentation of net periodic pension costs in 2020. Our opinion is not modified with respect to these matters.

***Other Matter***

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements taken as a whole. The consolidating information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The consolidating information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves and other additional procedures, in accordance with auditing standards generally accepted in the United States of America. In our opinion, the consolidating information is fairly stated, in all material respects, in relation to the consolidated financial statements taken as a whole. The consolidating information is presented for purposes of additional analysis of the consolidated financial statements rather than to present the financial position, results of operations, changes in net assets and cash flows of the individual companies and is not a required part of the consolidated financial statements. Accordingly, we do not express an opinion on the financial position, results of operations, changes in net assets and cash flows of the individual companies.

*Primatechusa Cooper LLP*

Boston, Massachusetts  
November 17, 2020



**Dartmouth-Hitchcock Health and Subsidiaries**  
**Consolidated Balance Sheets**  
**June 30, 2020 and 2019**

<i>(in thousands of dollars)</i>	2020	2019
<b>Assets</b>		
Current assets		
Cash and cash equivalents	\$ 453,223	\$ 143,587
Patient accounts receivable (Note 4)	183,819	221,125
Prepaid expenses and other current assets	161,906	95,495
Total current assets	798,948	460,207
Assets limited as to use (Notes 5 and 7)	1,134,526	876,249
Other investments for restricted activities (Notes 5 and 7)	140,580	134,119
Property, plant, and equipment, net (Note 6)	643,586	621,256
Right of use assets, net (Note 16)	57,585	-
Other assets	137,338	124,471
Total assets	\$ 2,912,563	\$ 2,216,302
<b>Liabilities and Net Assets</b>		
Current liabilities		
Current portion of long-term debt (Note 10)	\$ 9,467	\$ 10,914
Current portion of right of use obligations (Note 16)	11,775	-
Current portion of liability for pension and other postretirement plan benefits (Note 11 and 14)	3,468	3,468
Accounts payable and accrued expenses	129,016	113,817
Accrued compensation and related benefits	142,991	128,408
Estimated third-party settlements (Note 4 and 17)	302,525	41,570
Total current liabilities	599,242	298,177
Long-term debt, excluding current portion (Note 10)	1,138,530	752,180
Long-term right of use obligations, excluding current portion (Note 16)	46,456	-
Insurance deposits and related liabilities (Note 12)	77,146	58,407
Liability for pension and other postretirement plan benefits, excluding current portion (Note 11 and 14)	324,257	281,009
Other liabilities	143,678	124,136
Total liabilities	2,329,309	1,513,909
Commitments and contingencies (Notes 4, 6, 7, 10, 13, 16 and 17)		
Net assets		
Net assets without donor restrictions (Note 9)	431,026	559,933
Net assets with donor restrictions (Notes 8 and 9)	152,228	142,460
Total net assets	583,254	702,393
Total liabilities and net assets	\$ 2,912,563	\$ 2,216,302

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



**Dartmouth-Hitchcock Health and Subsidiaries**  
**Consolidated Statements of Operations and Changes in Net Assets**  
**Years Ended June 30, 2020 and 2019**

<i>(in thousands of dollars)</i>	<b>2020</b>	<b>2019</b>
<b>Operating revenue and other support</b>		
Patient service revenue (Note 4)	\$ 1,880,025	\$ 1,999,323
Contracted revenue	74,028	75,017
Other operating revenue (Note 5)	374,622	210,698
Net assets released from restrictions	16,260	14,105
<b>Total operating revenue and other support</b>	<b>2,344,935</b>	<b>2,299,143</b>
<b>Operating expenses</b>		
Salaries	1,144,823	1,062,551
Employee benefits	272,872	262,812
Medications and medical supplies	455,381	407,875
Purchased services and other	360,496	323,435
Medicaid enhancement tax (Note 4)	76,010	70,061
Depreciation and amortization	92,164	88,414
Interest (Note 10)	27,322	25,514
<b>Total operating expenses</b>	<b>2,429,068</b>	<b>2,240,662</b>
<b>Operating (loss) income</b>	<b>(84,133)</b>	<b>58,481</b>
<b>Non-operating gains (losses)</b>		
Investment income, net (Note 5)	27,047	40,052
Other components of net periodic pension and post retirement benefit income (Note 11)	10,810	11,221
Other losses, net (Note 10)	(2,707)	(3,562)
Loss on early extinguishment of debt	-	(87)
<b>Total non-operating gains, net</b>	<b>35,150</b>	<b>47,624</b>
<b>(Deficiency) excess of revenue over expenses</b>	<b>\$ (48,983)</b>	<b>\$ 106,105</b>

Consolidated Statements of Operations and Changes in Net Assets – Continues on Next Page

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



**Dartmouth-Hitchcock Health and Subsidiaries**  
**Consolidated Statements of Operations and Changes in Net Assets - Continued**  
**Years Ended June 30, 2020 and 2019**

<i>(in thousands of dollars)</i>	<b>2020</b>	<b>2019</b>
<b>Net assets without donor restrictions</b>		
(Deficiency) excess of revenue over expenses	\$ (48,983)	\$ 106,105
Net assets released from restrictions for capital	1,414	1,769
Change in funded status of pension and other postretirement benefits (Note 11)	(79,022)	(72,043)
Other changes in net assets	<u>(2,316)</u>	<u>-</u>
(Decrease) increase in net assets without donor restrictions	<u>(128,907)</u>	<u>35,831</u>
<b>Net assets with donor restrictions</b>		
Gifts, bequests, sponsored activities	26,312	17,436
Investment income, net	1,130	2,682
Net assets released from restrictions	(17,674)	(15,874)
Contribution of assets with donor restrictions from acquisition	<u>-</u>	<u>383</u>
Increase in net assets with donor restrictions	<u>9,768</u>	<u>4,627</u>
Change in net assets	<u>(119,139)</u>	<u>40,458</u>
<b>Net assets</b>		
Beginning of year	<u>702,393</u>	<u>661,935</u>
End of year	<u>\$ 583,254</u>	<u>\$ 702,393</u>

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



# Dartmouth-Hitchcock Health and Subsidiaries

## Consolidated Statements of Cash Flows

### Years Ended June 30, 2020 and 2019

<i>(in thousands of dollars)</i>	2020	2019
<b>Cash flows from operating activities</b>		
Change in net assets	\$ (119,139)	\$ 40,458
Adjustments to reconcile change in net assets to net cash provided by operating and non-operating activities		
Depreciation and amortization	93,857	88,770
Amortization of right of use asset	8,218	-
Payments on right of use lease obligations - operating	(7,941)	-
Change in funded status of pension and other postretirement benefits	79,022	72,043
Gain on disposal of fixed assets	(39)	(1,101)
Net realized gains and change in net unrealized gains on investments	(14,060)	(31,397)
Restricted contributions and investment earnings	(3,605)	(2,292)
Proceeds from sales of securities	-	1,167
Changes in assets and liabilities		
Patient accounts receivable	37,306	(1,803)
Prepaid expenses and other current assets	(78,907)	2,149
Other assets, net	(13,385)	(9,052)
Accounts payable and accrued expenses	9,772	17,898
Accrued compensation and related benefits	14,583	2,335
Estimated third-party settlements	260,955	429
Insurance deposits and related liabilities	18,739	2,378
Liability for pension and other postretirement benefits	(35,774)	(33,104)
Other liabilities	19,542	12,267
Net cash provided by operating and non-operating activities	<u>269,144</u>	<u>161,145</u>
<b>Cash flows from investing activities</b>		
Purchase of property, plant, and equipment	(128,019)	(82,279)
Proceeds from sale of property, plant, and equipment	2,987	2,188
Purchases of investments	(321,152)	(361,407)
Proceeds from maturities and sales of investments	82,986	219,996
Cash received through acquisition	-	4,863
Net cash used in investing activities	<u>(363,198)</u>	<u>(216,639)</u>
<b>Cash flows from financing activities</b>		
Proceeds from line of credit	35,000	30,000
Payments on line of credit	(35,000)	(30,000)
Repayment of long-term debt	(10,665)	(29,490)
Proceeds from issuance of debt	415,336	26,338
Repayment of finance lease	(2,429)	-
Payment of debt issuance costs	(2,157)	(228)
Restricted contributions and investment earnings	3,605	2,292
Net cash provided by (used in) financing activities	<u>403,690</u>	<u>(1,088)</u>
Increase (decrease) in cash and cash equivalents	309,636	(56,582)
<b>Cash and cash equivalents</b>		
Beginning of year	143,587	200,169
End of year	<u>\$ 453,223</u>	<u>\$ 143,587</u>
<b>Supplemental cash flow information</b>		
Interest paid	\$ 22,562	\$ 23,977
Net assets acquired as part of acquisition, net of cash acquired	-	(4,863)
Construction in progress included in accounts payable and accrued expenses	17,177	1,546
Donated securities	-	1,167

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



## **Dartmouth-Hitchcock Health and Subsidiaries**

### **Consolidated Notes to Financial Statements**

#### **June 30, 2020 and 2019**

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#### **1. Organization and Community Benefit Commitments**

Dartmouth-Hitchcock Health (D-HH) serves as the sole corporate member of the following entities: Dartmouth-Hitchcock Clinic and Subsidiaries (DHC), Mary Hitchcock Memorial Hospital and Subsidiaries (MHMH), (DHC and MHMH together are referred to as D-H), The New London Hospital Association and Subsidiaries (NLH), Windsor Hospital Corporation (d/b/a Mt. Ascutney Hospital and Health Center) and Subsidiaries (MAHHC), Cheshire Medical Center and Subsidiaries (Cheshire), Alice Peck Day Memorial Hospital and Subsidiary (APD), and the Visiting Nurse and Hospice for Vermont and New Hampshire and Subsidiaries (VNH). The "Health System" consists of D-HH, its members and their subsidiaries.

The Health System currently operates one tertiary, one community and three acute care (critical access) hospitals in New Hampshire (NH) and Vermont (VT). One facility provides inpatient and outpatient rehabilitation medicine and long-term care. The Health System also operates multiple physician practices, a nursing home, a continuing care retirement community, and a home health and hospice service. The Health System operates a graduate level program for health professions and is the principal teaching affiliate of the Geisel School of Medicine (Geisel), a component of Dartmouth College.

D-HH, Dartmouth-Hitchcock Clinic, Mary Hitchcock Memorial Hospital, The New London Hospital Association, Cheshire Medical Center, and Alice Peck Day Memorial Hospital are NH not-for-profit corporations exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code (IRC). Windsor Hospital Corporation and the Visiting Nurse and Hospice for VT and NH are VT not-for-profit corporations exempt from federal income taxes under Section 501(c)(3) of the IRC.

On September 30, 2019, D-HH and GraniteOne Health ("GOH") entered into an agreement ("The Combination Agreement") to combine their respective healthcare systems. The GOH system is comprised of Catholic Medical Center ("CMC"), an acute care community hospital in Manchester, New Hampshire, Huggins Hospital ("HH") located in Wolfeboro, NH and Monadnock Community Hospital, ("MCH") located in Petersborough, NH. Both HH and MCH are designated as Critical Access Hospitals. The three member hospitals of GOH have a combined licensed bed count of 380 beds. GOH is a non-profit, community based health care system. The overarching rationale for the proposed combination is to improve access to high quality primary and specialty care in the most convenient, cost-effective sites of service for patients and the communities served by D-HH and GOH. Other stated benefits of the combination include reinforcing the rural health network, investing in needed capacity to accommodate unmet and anticipated demand, and drawing on our combined strengths to attract the necessary health care workforce. The parties have submitted regulatory filings with the Federal Trade Commission and the New Hampshire Attorney General's office seeking approval of the proposed transaction.

#### **Community Benefits**

The mission of the Health System is to advance health through clinical practice and community partnerships, research and education, providing each person the best care, in the right place, at the right time, every time.

Consistent with this mission, the Health System provides high quality, cost effective, comprehensive, and integrated healthcare to individuals, families, and the communities it serves regardless of a patient's ability to pay. The Health System actively supports community-based healthcare and promotes the coordination of services among healthcare providers and social services organizations. In addition, the Health System also seeks to work collaboratively with other



## **Dartmouth-Hitchcock Health and Subsidiaries**

### **Consolidated Notes to Financial Statements**

#### **June 30, 2020 and 2019**

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area healthcare providers to improve the health status of the region. As a component of an integrated academic medical center, the Health System provides significant support for academic and research programs.

Certain member hospitals of the Health System file annual Community Benefits Reports with the State of NH which outline the community and charitable benefits each provides. VT hospitals are not required by law to file a state community benefit report. The categories used in the Community Benefit Reports to summarize these benefits are as follows:

- *Community Health Services* include activities carried out to improve community health and could include community health education (such as classes, programs, support groups, and materials that promote wellness and prevent illness), community-based clinical services (such as free clinics and health screenings), and healthcare support services (enrollment assistance in public programs, assistance in obtaining free or reduced costs medications, telephone information services, or transportation programs to enhance access to care, etc.).
- *Health Professions Education* includes uncompensated costs of training medical students, Residents, nurses, and other health care professionals
- *Subsidized health services* are services provided by the Health System, resulting in financial losses that meet the needs of the community and would not otherwise be available unless the responsibility was assumed by the government.
- *Research support and other grants* represent costs in excess of awards for numerous health research and service initiatives awarded to the organizations within the Health System.
- *Financial Contributions* include financial contributions of cash, as well as in-kind contributions such as time, supplies, and expertise to local organizations to address community health needs.
- *Community-Building Activities* include expenses incurred to support the development of programs and partnerships intended to address public health challenges as well as social and economic determinants of health. Examples include physical improvements and housing, economic development, support system enhancements, environmental improvements, leadership development and training for community members, community health improvement advocacy, and workforce enhancement.
- *Community Benefit Operations* includes costs associated with staff dedicated to administering benefit programs, community health needs assessment costs, and other costs associated with community benefit planning and operations.
- *Charity Care and Costs of Government Sponsored Health Care* includes losses, at-cost, incurred by providing health care services to persons qualifying for hospital financial assistance programs, and uncompensated costs of providing health care services to patients who are Medicaid Beneficiaries.
- *The uncompensated cost of care for Medicaid patients* reported in the unaudited Community Benefits Reports for 2019 was approximately \$143,013,000. The 2020 Community Benefits Reports are expected to be filed in February 2021.



**Dartmouth-Hitchcock Health and Subsidiaries**  
**Consolidated Notes to Financial Statements**  
**June 30, 2020 and 2019**

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The following table summarizes the value of the community benefit initiatives outlined in the Health System's most recently filed Community Benefit Reports for the year ended June 30, 2019:

*(in thousands of dollars)*

Government-sponsored healthcare services	\$	291,013
Health professional education		40,621
Charity care		15,281
Subsidized health services		15,165
Community health services		6,895
Research		5,238
Community building activities		3,777
Financial contributions		1,597
Community benefit operations		1,219
Total community benefit value	\$	<u>380,806</u>

In fiscal years 2020 and 2019, funds received to offset or subsidize charity care costs provided were \$1,224,000 and \$487,000, respectively.



## **Dartmouth-Hitchcock Health and Subsidiaries**

### **Consolidated Notes to Financial Statements**

#### **June 30, 2020 and 2019**

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## **2. Summary of Significant Accounting Policies**

### **Basis of Presentation**

The consolidated financial statements are prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America, and have been prepared consistent with the Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 954, *Healthcare Entities*, which addresses the accounting for healthcare entities. The net assets, revenue, expenses, and gains and losses of healthcare entities are classified based on the existence or absence of donor-imposed restrictions.

Accordingly, net assets without donor restrictions are amounts not subject to donor-imposed stipulations and are available for operations. Net assets with donor restrictions are those whose use has been limited by donors to a specific time period or purpose, or whose use has been restricted by donors to be maintained in perpetuity. All significant intercompany transactions have been eliminated upon consolidation.

### **Use of Estimates**

The preparation of the consolidated financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the dates of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting periods. The most significant areas that are affected by the use of estimates include implicit and explicit pricing concessions, valuation of certain investments, estimated third-party settlements, insurance reserves, and pension obligations. Actual results may differ from those estimates.

### **(Deficiency) Excess of Revenue over Expenses**

The consolidated statements of operations and changes in net assets include the (deficiency) excess of revenue over expenses. Operating revenues consist of those items attributable to the care of patients, including contributions and investment income on investments of net assets without donor restrictions, which are utilized to provide charity and other operational support. Peripheral activities, including contribution of net assets without donor restrictions from acquisitions, loss on early extinguishment of debt, realized gains/losses on sales of investment securities and changes in unrealized gains/losses on investments are reported as non-operating gains (losses).

Changes in net assets without donor restrictions which are excluded from the (deficiency) excess of revenue over expenses, consistent with industry practice, include contributions of long-lived assets (including assets acquired using contributions which by donor restriction were to be used for the purpose of acquiring such assets, and change in funded status of pension and other postretirement benefit plans.

### **Charity Care**

The Health System provides care to patients who meet certain criteria under their financial assistance policies without charge or at amounts less than their established rates. Because the Health System does not anticipate collection of amounts determined to qualify as charity care, they are not reported as revenue.



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The Health System grants credit without collateral to patients. Most are local residents and are insured under third-party arrangements. The amount of charges for implicit price concessions is based upon management's assessment of historical and expected net collections, business and economic conditions, trends in federal and state governmental healthcare coverage, and other collection indicators (Notes 1 and 4).

#### **Patient Service Revenue**

The Health System applies the accounting provisions of ASC 606, *Revenue from Contracts with Customers* (ASC 606). Patient service revenue is reported at the amount of consideration to which the Health System expects to be entitled from patients, third party payors, and others for services rendered, including estimated retroactive adjustments under reimbursement agreements with third-party payors and implicit pricing concessions. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and adjusted in future periods as estimates change or final settlements are determined (Note 4).

#### **Contracted Revenue**

The Health System has various Professional Service Agreements (PSAs), pursuant to which certain organizations purchase services of personnel employed by the Health System and also lease space and equipment. Revenue pursuant to these PSAs and certain facility and equipment leases and other professional service contracts have been classified as contracted revenue in the accompanying consolidated statements of operations and changes in net assets.

#### **Other Revenue**

The Health System recognizes other revenue which is not related to patient medical care but is central to the day-to-day operations of the Health System. Other revenue primarily consists of revenue from retail pharmacy, which the Health System records as customer revenues in the amounts that reflect the consideration to which it expects to be entitled in exchange for the prescription. Other revenue also includes the Department of Health and Human Services ("HHS") Coronavirus Aid, Relief, and Economic Securities Act ("CARES Act" Provider Relief Funds ("Provider Relief Funds") operating agreements, grant revenue, cafeteria sales and other support service revenue.

#### **Cash Equivalents**

Cash and cash equivalents include amounts on deposit with financial institutions; short-term investments with maturities of three months or less at the time of purchase and other highly liquid investments, primarily cash management funds. Short-term highly liquid investments held within the endowment and similar investment pools are classified as investments rather than cash equivalents and restricted cash is defined as that which is legally restricted to withdrawal and usage.

#### **Investments and Investment Income**

Investments in equity securities with readily determinable fair values, mutual funds, governmental securities, debt securities, and pooled/commingled funds are reported at fair value with changes in fair value included in the (deficiency) excess of revenues over expenses. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date (Note 7).

Investments in pooled/commingled investment funds, private equity funds and hedge funds that represent investments where the Health System owns shares or units of funds rather than the underlying securities in that fund are valued using the equity method of accounting with changes in value recorded in the (deficiency) excess of revenues over expenses. All investments, whether



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held at fair value or under the equity method of accounting, are reported at what the Health System believes to be the amount they would expect to receive if it liquidated its investments at the balance sheet dates on a non-distressed basis.

Certain members of the Health System are partners in a NH general partnership established for the purpose of operating a master investment program of pooled investment accounts. Substantially all of the Health System's board-designated assets with donor restrictions, such as endowment funds, were invested in these pooled funds by purchasing units based on the market value of the pooled funds at the end of the month prior to receipt of any new additions to the funds. Interest, dividends, and realized and unrealized gains and losses earned on pooled funds are allocated monthly based on the weighted average units outstanding at the prior month-end.

Investment income or losses (including change in unrealized and realized gains and losses on investments, change in value of equity method investments, interest, and dividends) are included in the (deficiency) excess of revenue over expenses and classified as non-operating gains and losses, unless the income or loss is restricted by donor or law (Note 9).

#### **Fair Value Measurement of Financial Instruments**

The Health System estimates fair value based on a valuation framework that uses a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements). The three levels of fair value hierarchy, as defined by ASC 820, *Fair Value Measurements and Disclosures*, are described below:

- |         |  |
|---------|--|
| Level 1 | Unadjusted quoted prices in active markets that are accessible at the measurement date for assets or liabilities.                  |
| Level 2 | Prices other than quoted prices in active markets that are either directly or indirectly observable as of the date of measurement. |
| Level 3 | Prices or valuation techniques that are both significant to the fair value measurement and unobservable.                           |

The Health System applies the accounting provisions of Accounting Standards Update (ASU) 2009-12, *Investments in Certain Entities That Calculate Net Asset Value per Share (or its Equivalent)* (ASU 2009-12). ASU 2009-12 allows for the estimation of fair value of investments for which the investment does not have a readily determinable fair value, to use net asset value (NAV) per share or its equivalent as a practical expedient, subject to the Health System's ability to redeem its investment.

The carrying amounts of patient accounts receivable, prepaid and other current assets, accounts payable and accrued expenses approximate fair value due to the short maturity of these instruments.

#### **Property, Plant, and Equipment**

Property, plant, and equipment, and other real estate are stated at cost at the time of purchase or fair value at the time of donation, less accumulated depreciation. The Health System's policy is to capitalize expenditures for major improvements and to charge expense for maintenance and repair expenditures which do not extend the lives of the related assets. The provision for depreciation has been determined using the straight-line method at rates which are intended to amortize the cost of assets over their estimated useful lives which range from 10 to 40 years for buildings and improvements, 2 to 20 years for equipment, and the shorter of the lease term, or 5 to 12 years, for



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leasehold improvements. Certain software development costs are amortized using the straight-line method over a period of up to 10 years. Net interest cost incurred on borrowed funds during the period of construction of capital assets is capitalized as a component of the cost of acquiring those assets.

The fair value of a liability for legal obligations associated with asset retirements is recognized in the period in which it is incurred, if a reasonable estimate of the fair value of the obligation can be made. When a liability is initially recorded, the cost of the asset retirement obligation is capitalized by increasing the carrying amount of the related long-lived asset. Over time, the liability is accreted to its present value each period and the capitalized cost associated with the retirement is depreciated over the useful life of the related asset. Upon settlement of the obligation, any difference between the actual cost to settle the asset retirement obligation and the liability recorded is recognized as a gain or loss in the consolidated statements of operations and changes in net assets.

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

#### **Bond Issuance Costs**

Bond issuance costs, classified on the consolidated balance sheets within long-term debt, are amortized over the term of the related bonds. Amortization is recorded within interest expense in the consolidated statements of operations and changes in net assets using the straight-line method which approximates the effective interest method.

#### **Intangible Assets and Goodwill**

The Health System records within other assets on the consolidated balance sheets goodwill and intangible assets such as trade names and leases-in-place. The Health System considers trade names and goodwill to be indefinite-lived assets, assesses them at least annually for impairment or more frequently if certain events or circumstances warrant and recognizes impairment charges for amounts by which the carrying values exceed their fair values. The Health System has recorded \$10,007,000 and \$10,524,000 as intangible assets associated with its affiliations as of June 30, 2020 and 2019, respectively.

#### **Gifts**

Gifts without donor restrictions are recorded net of related expenses as non-operating gains. Conditional promises to give and indications of intentions to give to the Health System are reported at fair value at the date the gift is received. Gifts are reported with donor restrictions if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, net assets with donor restrictions are reclassified as net assets without donor restrictions and reported in the consolidated statements of operations and changes in net assets as net assets released from restrictions.



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#### Recently Issued Accounting Pronouncements

In January 2016, the FASB issued ASU 2016-01- *Recognition and Measurement of Financial Assets and Financial Liabilities*, which addresses certain aspects of recognition, measurement, presentation and disclosure of financial instruments. This guidance allows an entity to choose, investment-by-investment, to report an equity investment that neither has a readily determinable fair value, nor qualifies for the practical expedient for fair value estimation using NAV, at its cost minus impairment (if any), plus or minus changes resulting from observable price changes in orderly transactions for the identical or similar investment of the same issue. Impairment of such investments must be assessed qualitatively at each reporting period. Entities must disclose their financial assets and liabilities by measurement category and form of asset either on the face of the balance sheet or in the accompanying notes. The ASU is effective for annual reporting periods beginning after December 15, 2018 or fiscal year 2020 for the Health System. The provision to eliminate the requirement to disclose the fair value of financial instruments measured at cost (such as the fair value of debt) was early adopted during the year ended June 30, 2017. The standard has been adopted during the current fiscal year and no material impact was noted.

In February 2016, the FASB issued ASU 2016-02 – *Leases (Topic 842)*. Under the new guidance, lessees are required to recognize the following for all leases (with the exception of leases with a term of twelve months or less) at the commencement date: (a) a lease liability, which is a lessee's obligation to make lease payments arising from a lease, measured on a discounted basis; and (b) a right-of-use asset, which is an asset that represents the lessee's right to use, or control the use of, a specified asset for the lease term. Leases are classified as either operating or finance. Operating leases result in straight-line expense in the statement of operations (similar to previous operating leases), while finance leases result in more expense being recognized in the earlier years of the lease term (similar to previous capital leases). The Health System adopted the new standard on July 1, 2019 using the modified retrospective approach. The Health System elected the transition method that allows for the application of the standard at the adoption date rather than at the beginning of the earliest comparative period presented in the consolidated financial statements. The Health System also elected available practical expedients (Note 16).

In March 2017, the FASB issued ASU 2017-07, *Compensation – Retirement Benefits (Topic 715): Improving the Presentation of Net Periodic Pension Cost and Net Periodic Postretirement Benefit Cost*. Under the new standard, the service cost component of the net benefit cost will be included within income from operations as a component of benefits expenses and the other components of net benefit cost as defined by ASC 715 will be reported in non-operating activities within the consolidated statements of operations and changes in net assets. The standard also prohibits reporting of the other components of net benefit cost in the same line as other pension related changes on the statements of operations and changes in net assets. ASU 2017-07 is effective for the fiscal year ended June 30, 2020 and is applied on a retrospective basis.

#### Reclassifications

As a result of adopting the provisions of ASU 2017-07, the Health System reclassified \$11,221,000 from benefits expense to non-operating activities within the consolidated statements of operations and changes in net assets for the fiscal year ended June 30, 2019. The amount included in non-operating activities for the fiscal year ending June 30, 2020 was \$10,810,000.



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### **3. Acquisition**

Effective July 1, 2018, Alice Peck Day Memorial Hospital became the sole corporate member of APD LifeCare Center Inc. (LifeCare). LifeCare owns and operates Harvest Hill, an assisted living facility, the Woodlands, a residential living community and the Elizabeth S. Hughes Care Unit, which provides hospice care.

In accordance with applicable accounting guidance on not-for-profit mergers and acquisitions, Alice Peck Day Memorial Hospital recorded goodwill related to the acquisition of LifeCare of approximately \$5,131,000. Restricted contribution income of \$383,000 was recorded within net assets with donor restrictions in the accompanying consolidated statement of changes in net assets. Included in the transaction was LifeCare's cash balance of \$4,863,000. No consideration was exchanged for the net assets assumed and acquisition costs were expensed as incurred.

### **4. Patient Service Revenue and Accounts Receivable**

The Health System reports patient service revenue at amounts that reflect the consideration to which it expects to be entitled in exchange for providing patient care. These amounts are due from patients, third-party payers (including managed care payers and government programs), and others; and they include variable consideration for retroactive revenue adjustments due to settlement of audits, reviews, and investigations. Generally, the Health System bills patients and third-party payers several days after the services were performed or shortly after discharge. Revenue is recognized as performance obligations are satisfied under contracts by providing healthcare services to patients.

The Health System determines performance obligations based on the nature of the services provided. Revenues for performance obligations satisfied over time are recognized based on actual charges incurred in relation to total expected charges as this method provides a reasonable estimate of the transfer of services over the term of performance obligations based on inputs needed to satisfy the obligations. Generally, performance obligations satisfied over time relate to patients receiving inpatient acute care services. For inpatient services, performance obligations are measured from admission to the point when there are no further services required for the patient, which is generally the time of discharge. For outpatient services and physician services, performance obligations are recognized at a point in time when the services are provided and no further patient services are deemed necessary.

Generally, the Health System's patient service performance obligations relate to contracts with a duration of less than one year, therefore the Health System has elected to apply the optional exemption provided in ASC 606-10-50-14a and, therefore, we are not required to disclose the aggregate amount of the transaction price allocated to performance obligations that are unsatisfied or partially unsatisfied at the end of the reporting period. This generally refers to inpatient services at the end of the reporting period. The performance obligations for these contracts are generally completed when the patients are discharged, which generally occurs within days or weeks of the end of the reporting period.

Established charges represent gross charges. They are not the same as actual pricing, and they generally do not reflect what a hospital is ultimately entitled to for services it provides. Therefore, they are not displayed in the Health System's consolidated statements of operations and changes in net assets.



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Hospitals are paid amounts negotiated with insurance companies or set by government entities, which are typically less than established or standard charges. Gross charges are used to calculate Medicare outlier payments and to determine certain elements of payment under managed care contracts. Gross charges are what hospitals charge all patients prior to the application of contractual adjustments and implicit price concessions.

#### **Explicit Pricing Concessions**

Revenues for the Health System under the traditional fee-for service Medicare and Medicaid programs are based on prospectively determined rates per discharge or visit, reasonable (allowable) cost, or prospective rates per episodic period, depending on the type of provider.

- Inpatient acute care services provided to Medicare program beneficiaries are paid using the prospective payment system ("PPS") to determine rates-per-discharge. These rates vary according to a patient classification system ("DRG"), based on diagnostic, clinical and other factors. In addition, inpatient capital costs (depreciation and interest) are reimbursed by Medicare on the basis of a prospectively determined rate per discharge. Medicare outpatient services are paid on a prospective payment system, based on a pre-determined amount for each outpatient procedure (APC), subject to various mandated modifications. Retrospectively determined cost-based revenues under these programs, such as indirect medical education, direct graduate medical education, disproportionate share hospital, transplant services, and bad debt reimbursement are based on the hospital's cost reports and are estimated using historical trends and current factors. The Health System's payments for inpatient services rendered to New Hampshire ("NH") and Vermont ("VT") Medicaid beneficiaries are based on PPS, while outpatient services are reimbursed on a retrospective cost basis or fee schedules for NH beneficiaries. VT outpatient beneficiaries are paid on a prospective basis per outpatient procedure.
- Inpatient acute, swing, and outpatient services furnished by critical access hospitals ("CAH") are reimbursed by Medicare at 101% of reasonable costs, subject to 2% sequestration, excluding ambulance services and inpatient hospice care.
- Providers of home health services to patients eligible for Medicare home health benefits are paid on a prospective basis, with no retrospective settlement. The prospective payment is based on the scoring attributed to the acuity level of the patient at a rate determined by federal guidelines.
- Hospice services to patients eligible for Medicare hospice benefits are paid on a per diem basis, with no retrospective settlement, provided the aggregate annual Medicare reimbursement is below a predetermined aggregate capitated rate.
- The Health System's cost based services to Medicare and Medicaid are reimbursed during the year based on varying interim payment methodologies. Final settlement is determined after the submission of an annual cost report and subject to audit of this report by Medicare and Medicaid auditors, as well as administrative and judicial review. Because the laws, regulations, and rule interpretations, governing Medicare and Medicaid reimbursement are complex and change frequently, the estimates recorded could change over time by material amounts.
- Revenues under Managed Care Plans (Plans) consist primarily of payment terms involving mutually agreed upon rates per diagnosis, discounted fee-for service rates, or similar contractual arrangements. These revenues are also subject to review and possible audit.



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The Plans are billed for patient services on an individual patient basis. An individual patient's bill is subject to adjustments in accordance with contractual terms in place with the Plans following their review and adjudication of each bill.

The Health System is not aware of any claims, disputes, or unsettled matters with any payer that would materially affect its revenues for which it has not adequately provided in the accompanying Health System's consolidated financial statements.

The Health System provides charity care to patients who are unable to pay for healthcare services they receive as determined by financial conditions. Patients who qualify receive partial or full adjustments to charges for services rendered. The Health System's policy is to treat amounts qualified as charity care as explicit price concessions and as such are not reported in net patient service revenue.

Vermont imposes a provider tax on home health agencies in the amount of 4.25% of annual net patient revenue. In fiscal years 2020 and 2019, home health provider taxes paid were \$624,000 and \$628,000, respectively.

#### **Medicaid Enhancement Tax & Disproportionate Share Hospital**

On May 22, 2018, the State of New Hampshire and all New Hampshire hospitals (Hospitals) agreed to resolve disputed issues and enter into a seven-year agreement to stabilize Disproportionate Share Hospital (DSH) payments, with provisions for alternative payments in the event of legislative changes to the DSH program. Under the agreement, the State committed to make DSH payments to the Hospitals in an amount no less than 86% of the Medicaid Enhancement Tax (MET) proceeds collected in each fiscal year, in addition to providing for directed payments or increased rates for Hospitals in an amount equal to 5% of MET proceeds collected from state fiscal year (SFY) 2020 through SFY 2024. The agreement prioritizes DSH payments to critical access hospitals in an amount equal to 75% of allowable uncompensated care (UCC), with the remainder distributed to Hospitals without critical access designation in proportion to their allowable UCC amounts.

During the years ended June 30, 2020 and 2019, the Health System received DSH payments of approximately, \$71,133,000 and \$69,179,000 respectively. DSH payments are subject to audit and therefore, for the years ended June 30, 2020 and 2019, the Health System recognized as revenue DSH receipts of approximately \$67,500,000 and approximately \$64,864,000, respectively.

During the years ended June 30, 2020 and 2019, the Health System recorded State of NH MET and State of VT Provider taxes of \$76,010,000 and \$70,061,000, respectively. The taxes are calculated at 5.4% for NH and 6% for VT of certain patient service revenues. The Provider taxes are included in operating expenses in the consolidated statements of operations and changes in net assets.

#### **Implicit Price Concessions**

Generally, patients who are covered by third-party payer contracts are responsible for related co-pays, co-insurance and deductibles, which vary depending on the contractual obligations of patients. The Health System also provides services to uninsured patients and offers those patients a discount from standard charges. The Health System estimates the transaction price for patients with co-pays, co-insurance, and deductibles and for those who are uninsured based on historical collection experience and current market conditions. The discount offered to uninsured patients reduces the transaction price at the time of billing. The uninsured and patient responsible



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accounts, net of discounts recorded, are further reduced through implicit price concessions based on historical collection trends for similar accounts and other known factors that impact the estimation process. Subsequent changes to the estimate of transaction price are generally recorded as adjustments to net patient services revenue in the period of change.

The implicit price concessions included in estimating the transaction price represent the difference between amounts billed to patients and the amounts the Health System expects to collect based on collection history with similar patients. Although outcomes vary, the Health System's policy is to attempt to collect amounts due from patients, including co-pays, co-insurance and deductibles due from insurance at the time of service while complying with all federal and state statutes and regulations, including but not limited to, the Emergency Medical Treatment and Active Labor Act (EMTALA). Through various systems and processes the Health System estimates Medicare and Medicaid net patient service revenue and cost report settlements and accrues final expected settlements. For filed cost reports, the accrual is recorded based on those filings, subsequent activity, and on historical trends and other relevant evidence. For periods in which a cost report is yet to be filed, accruals are based on estimates of what is expected to be reported, and any trends and relevant evidence. Cost reports generally must be filed within five months of the closing period.

Settlements with third-party payers for retroactive revenue adjustments due to audits, reviews or investigations are considered variable consideration and are included in the determination of the estimated transaction price for providing patient care using the most likely amount. These settlements are estimated based on the terms of the payment agreement with the payer, correspondence from the payer and historical settlement activity, including assessments to ensure that it is probable that a significant reversal in the amount of cumulative revenue recognized will not occur when the uncertainty associated with the retroactive adjustment is subsequently resolved. Estimated settlements are adjusted in future periods as adjustments become known, or as years are settled or are no longer subject to such audits, reviews or investigations. As of June 30, 2020 and 2019, the Health System had reserves of \$302,525,000 and \$41,570,000, respectively, recorded in Estimated third-party settlements. Included in the 2020 Estimated third party settlements is \$239,500,000 of Medicare accelerated and advanced payments, received as working capital support during the novel coronavirus ("COVID-19") outbreak at June 30, 2020. In addition, \$10,900,000 has been recorded in Other liabilities as of June 30, 2020 and 2019, respectively.

For the years ended June 30, 2020 and 2019, additional increases in revenue of \$2,314,000 and \$1,800,000, respectively, were recognized due to changes in estimates of implicit price concessions for performance obligations satisfied in prior years.

Net operating revenues for the hospital operations of the PPS and CAH, and other business segments consist primarily of patient service revenues, principally for patients covered by Medicare, Medicaid, managed care and other health plans as well as patients covered under the Health System's uninsured discount and charity care programs.



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The table below shows the Health System's sources of net operating revenues presented at the net transaction price for the years ended June 30, 2020 and 2019.

<i>(in thousands of dollars)</i>	<b>2020</b>		
	<b>PPS</b>	<b>CAH</b>	<b>Total</b>
<b>Hospital</b>			
Medicare	\$ 461,990	\$ 64,087	\$ 526,077
Medicaid	130,901	10,636	141,537
Commercial	718,576	60,715	779,291
Self Pay	2,962	2,501	5,463
Subtotal	<u>1,314,429</u>	<u>137,939</u>	<u>1,452,368</u>
<b>Professional</b>			
Professional	383,503	22,848	406,351
VNA	-	-	21,306
Other Revenue	-	-	376,185
Provider Relief Fund	-	-	88,725
Total operating revenue and other support	<u>\$ 1,697,932</u>	<u>\$ 160,787</u>	<u>\$ 2,344,935</u>

<i>(in thousands of dollars)</i>	<b>2019</b>		
	<b>PPS</b>	<b>CAH</b>	<b>Total</b>
<b>Hospital</b>			
Medicare	\$ 456,197	\$ 72,193	\$ 528,390
Medicaid	134,727	12,794	147,521
Commercial	746,647	64,981	811,628
Self Pay	8,811	2,313	11,124
Subtotal	<u>1,346,382</u>	<u>152,281</u>	<u>1,498,663</u>
<b>Professional</b>			
Professional	454,425	23,707	478,132
VNA	-	-	22,528
Other Revenue	-	-	299,820
Total operating revenue and other support	<u>\$ 1,800,807</u>	<u>\$ 175,988</u>	<u>\$ 2,299,143</u>

#### **Accounts Receivable**

The following table categorizes payors into four groups based on their respective percentages of patient accounts receivable as of June 30, 2020 and 2019:

	<b>2020</b>	<b>2019</b>
Medicare	36%	34%
Medicaid	13%	12%
Commercial	39%	41%
Self Pay	12%	13%
Patient accounts receivable	<u>100%</u>	<u>100%</u>



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**5. Investments**

The composition of investments at June 30, 2020 and 2019 is set forth in the following table:

*(in thousands of dollars)*

	2020	2019
<b>Assets limited as to use</b>		
Internally designated by board		
Cash and short-term investments	\$ 9,646	\$ 21,890
U.S. government securities	103,977	91,492
Domestic corporate debt securities	199,462	196,132
Global debt securities	70,145	83,580
Domestic equities	203,010	167,384
International equities	123,205	128,909
Emerging markets equities	22,879	23,086
Real Estate Investment Trust	313	213
Private equity funds	74,131	64,563
Hedge funds	36,964	32,287
	<u>843,732</u>	<u>809,536</u>
<b>Investments held by captive insurance companies (Note 12)</b>		
U.S. government securities	15,402	23,241
Domestic corporate debt securities	8,651	11,378
Global debt securities	8,166	10,080
Domestic equities	15,150	14,617
International equities	7,227	6,766
	<u>54,596</u>	<u>66,082</u>
<b>Held by trustee under indenture agreement (Note 10)</b>		
Cash and short-term investments	236,198	631
Total assets limited as to use	<u>1,134,526</u>	<u>876,249</u>
<b>Other investments for restricted activities</b>		
Cash and short-term investments	7,186	6,113
U.S. government securities	28,055	32,479
Domestic corporate debt securities	35,440	29,089
Global debt securities	11,476	11,263
Domestic equities	26,723	20,981
International equities	15,402	15,531
Emerging markets equities	2,766	2,578
Private equity funds	9,483	7,638
Hedge funds	4,013	8,414
Other	36	33
Total other investments for restricted activities	<u>140,580</u>	<u>134,119</u>
Total investments	<u>\$ 1,275,106</u>	<u>\$ 1,010,368</u>



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Investments are accounted for using either the fair value method or equity method of accounting, as appropriate on a case by case basis. The fair value method is used for all debt securities and equity securities that are traded on active markets and are valued at prices that are readily available in those markets. The equity method is used when investments are made in pooled/commingled investment funds that represent investments where shares or units are owned of pooled funds rather than the underlying securities in that fund. These pooled/commingled funds make underlying investments in securities from the asset classes listed above. All investments, whether the fair value or equity method of accounting is used, are reported at what the Health System believes to be the amount that the Health System would expect to receive if it liquidated its investments at the balance sheets date on a non-distressed basis.

The following tables summarize the investments by the accounting method utilized, as of June 30, 2020 and 2019. Accounting standards require disclosure of additional information for those securities accounted for using the fair value method, as shown in Note 7.

<i>(in thousands of dollars)</i>	2020		
	Fair Value	Equity	Total
Cash and short-term investments	\$ 253,030	\$ -	\$ 253,030
U.S. government securities	147,434	-	147,434
Domestic corporate debt securities	198,411	45,142	243,553
Global debt securities	44,255	45,532	89,787
Domestic equities	195,014	49,869	244,883
International equities	77,481	68,353	145,834
Emerging markets equities	1,257	24,388	25,645
Real Estate Investment Trust	313	-	313
Private equity funds	-	83,614	83,614
Hedge funds	-	40,977	40,977
Other	36	-	36
	<u>\$ 917,231</u>	<u>\$ 357,875</u>	<u>\$ 1,275,106</u>

<i>(in thousands of dollars)</i>	2019		
	Fair Value	Equity	Total
Cash and short-term investments	\$ 28,634	\$ -	\$ 28,634
U.S. government securities	147,212	-	147,212
Domestic corporate debt securities	164,996	71,603	236,599
Global debt securities	55,520	49,403	104,923
Domestic equities	178,720	24,262	202,982
International equities	76,328	74,878	151,206
Emerging markets equities	1,295	24,369	25,664
Real Estate Investment Trust	213	-	213
Private equity funds	-	72,201	72,201
Hedge funds	-	40,701	40,701
Other	33	-	33
	<u>\$ 652,951</u>	<u>\$ 357,417</u>	<u>\$ 1,010,368</u>



## Dartmouth-Hitchcock Health and Subsidiaries

### Consolidated Notes to Financial Statements

#### June 30, 2020 and 2019

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For the years ended June 30, 2020 and 2019 investment income is reflected in the accompanying consolidated statements of operations and changes in net assets as other operating revenue of approximately \$936,000 and \$983,000 and as non-operating gains of approximately \$27,047,000 and \$40,052,000, respectively.

Private equity limited partnership shares are not eligible for redemption from the fund or general partner, but can be sold to third party buyers in private transactions that typically can be completed in approximately 90 days. It is the intent of the Health System to hold these investments until the fund has fully distributed all proceeds to the limited partners and the term of the partnership agreement expires. Under the terms of these agreements, the Health System has committed to contribute a specified level of capital over a defined period of time. Through June 30, 2020 and 2019, the Health System has committed to contribute approximately \$172,819,000 and \$164,319,000 to such funds, of which the Health System has contributed approximately \$119,142,000 and \$109,584,000 and has outstanding commitments of \$53,677,000 and \$54,735,000, respectively.

#### 6. Property, Plant, and Equipment

Property, plant, and equipment are summarized as follows at June 30, 2020 and 2019:

<i>(in thousands of dollars)</i>	2020	2019
Land	\$ 40,749	\$ 38,232
Land improvements	39,820	42,607
Buildings and improvements	893,081	898,050
Equipment	927,233	888,138
Equipment under capital leases	-	15,809
	<u>1,900,883</u>	<u>1,882,836</u>
Less: Accumulated depreciation and amortization	<u>1,356,521</u>	<u>1,276,746</u>
Total depreciable assets, net	544,362	606,090
Construction in progress	<u>99,224</u>	<u>15,166</u>
	<u>\$ 643,586</u>	<u>\$ 621,256</u>

As of June 30, 2020, construction in progress primarily consists of two projects. The first project, started in fiscal 2019, consists of the addition of the ambulatory surgical center (ASC) located in Manchester, NH. The estimated cost to complete the project is \$42 million. The anticipated completion date is the second quarter of fiscal 2021. The second project, involves the addition of the in-patient tower located in Lebanon, NH. The estimated cost to complete the tower project is \$140 million over the next three fiscal years.

The construction in progress as of June 30, 2019, included both the ASC, as well as renovations taking place at the various pharmacy locations to bring their facilities compliant with Regulation USP800. The pharmacy upgrade was completed during the first quarter of fiscal year 2021. Capitalized interest of \$2,297,000 and \$0 is included in Construction in progress as of June 30, 2020 and 2019, respectively.

Depreciation and amortization expense included in operating and non-operating activities was approximately \$92,217,000 and \$88,496,000 for 2020 and 2019, respectively.



## **Dartmouth-Hitchcock Health and Subsidiaries**

### **Consolidated Notes to Financial Statements**

#### **June 30, 2020 and 2019**

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#### **7. Fair Value Measurements**

The following is a description of the valuation methodologies for assets and liabilities measured at fair value on a recurring basis:

##### **Cash and Short-Term Investments**

Consists of money market funds and are valued at net asset value (NAV) reported by the financial institution.

##### **Domestic, Emerging Markets and International Equities**

Consists of actively traded equity securities and mutual funds which are valued at the closing price reported on an active market on which the individual securities are traded (Level 1 measurements).

##### **U.S. Government Securities, Domestic Corporate and Global Debt Securities**

Consists of U.S. government securities, domestic corporate and global debt securities, mutual funds and pooled/commingled funds that invest in U.S. government securities, domestic corporate and global debt securities. Securities are valued based on quoted market prices or dealer quotes where available (Level 1 measurement). If quoted market prices are not available, fair values are based on quoted market prices of comparable instruments or, if necessary, matrix pricing from a third party pricing vendor to determine fair value (Level 2 measurements). Matrix prices are based on quoted prices for securities with similar coupons, ratings and maturities, rather than on specific bids and offers for a designated security. Investments in mutual funds are measured based on the quoted NAV as of the close of business in the respective active market (Level 1 measurements).

The preceding methods may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, although the Health System believes its valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

Investments are classified in their entirety based on the lowest level of input that is significant to the fair value measurement. The following tables set forth the consolidated financial assets and liabilities that were accounted for at fair value on a recurring basis as of June 30, 2020 and 2019:



# Dartmouth-Hitchcock Health and Subsidiaries

## Consolidated Notes to Financial Statements

### June 30, 2020 and 2019

(in thousands of dollars)	2020				Redemption or Liquidation	Days' Notice
	Level 1	Level 2	Level 3	Total		
<b>Assets</b>						
<b>Investments</b>						
Cash and short term investments	\$ 253,030	\$ -	\$ -	\$ 253,030	Daily	1
U.S. government securities	147,434	-	-	147,434	Daily	1
Domestic corporate debt securities	17,577	180,834	-	198,411	Daily-Monthly	1-15
Global debt securities	22,797	21,458	-	44,255	Daily-Monthly	1-15
Domestic equities	187,354	7,660	-	195,014	Daily-Monthly	1-10
International equities	77,481	-	-	77,481	Daily-Monthly	1-11
Emerging market equities	1,257	-	-	1,257	Daily-Monthly	1-7
Real estate investment trust	313	-	-	313	Daily-Monthly	1-7
Other	2	34	-	36	Not applicable	Not applicable
Total investments	707,245	209,986	-	917,231		
<b>Deferred compensation plan assets</b>						
Cash and short-term investments	5,754	-	-	5,754		
U.S. government securities	51	-	-	51		
Domestic corporate debt securities	7,194	-	-	7,194		
Global debt securities	1,270	-	-	1,270		
Domestic equities	24,043	-	-	24,043		
International equities	3,571	-	-	3,571		
Emerging market equities	27	-	-	27		
Real estate	11	-	-	11		
Multi strategy fund	51,904	-	-	51,904		
Guaranteed contract	-	-	92	92		
Total deferred compensation plan assets	93,825	-	92	93,917	Not applicable	Not applicable
Beneficial interest in trusts	-	-	9,202	9,202	Not applicable	Not applicable
Total assets	\$ 801,070	\$ 209,986	\$ 9,294	\$ 1,020,350		

(in thousands of dollars)	2019				Redemption or Liquidation	Days' Notice
	Level 1	Level 2	Level 3	Total		
<b>Assets</b>						
<b>Investments</b>						
Cash and short term investments	\$ 28,634	\$ -	\$ -	\$ 28,634	Daily	1
U.S. government securities	147,212	-	-	147,212	Daily	1
Domestic corporate debt securities	34,723	130,273	-	164,996	Daily-Monthly	1-15
Global debt securities	28,412	27,108	-	55,520	Daily-Monthly	1-15
Domestic equities	171,318	7,402	-	178,720	Daily-Monthly	1-10
International equities	76,295	33	-	76,328	Daily-Monthly	1-11
Emerging market equities	1,295	-	-	1,295	Daily-Monthly	1-7
Real estate investment trust	213	-	-	213	Daily-Monthly	1-7
Other	-	33	-	33	Not applicable	Not applicable
Total investments	488,102	164,849	-	652,951		
<b>Deferred compensation plan assets</b>						
Cash and short-term investments	2,952	-	-	2,952		
U.S. government securities	45	-	-	45		
Domestic corporate debt securities	4,932	-	-	4,932		
Global debt securities	1,300	-	-	1,300		
Domestic equities	22,403	-	-	22,403		
International equities	3,576	-	-	3,576		
Emerging market equities	27	-	-	27		
Real estate	11	-	-	11		
Multi strategy fund	48,941	-	-	48,941		
Guaranteed contract	-	-	89	89		
Total deferred compensation plan assets	84,187	-	89	84,276	Not applicable	Not applicable
Beneficial interest in trusts	-	-	9,301	9,301	Not applicable	Not applicable
Total assets	\$ 572,289	\$ 164,849	\$ 9,390	\$ 746,528		



## Dartmouth-Hitchcock Health and Subsidiaries

### Consolidated Notes to Financial Statements

#### June 30, 2020 and 2019

The following table is a rollforward of financial instruments classified by the Health System within Level 3 of the fair value hierarchy defined above.

	2020		
	Beneficial Interest in Perpetual Trust	Guaranteed Contract	Total
<i>(in thousands of dollars)</i>			
Balances at beginning of year	\$ 9,301	\$ 89	\$ 9,390
Net unrealized (losses) gains	(99)	3	(96)
Balances at end of year	<u>\$ 9,202</u>	<u>\$ 92</u>	<u>\$ 9,294</u>

	2019		
	Beneficial Interest in Perpetual Trust	Guaranteed Contract	Total
<i>(in thousands of dollars)</i>			
Balances at beginning of year	\$ 9,374	\$ 86	\$ 9,460
Net unrealized (losses) gains	(73)	3	(70)
Balances at end of year	<u>\$ 9,301</u>	<u>\$ 89</u>	<u>\$ 9,390</u>

There were no transfers into and out of Level 1 and 2 measurements due to changes in valuation methodologies during the years ended June 30, 2020 and 2019.

#### 8. Net Assets with Donor Restrictions

Net assets with donor restrictions are available for the following purposes at June 30, 2020 and 2019:

<i>(in thousands of dollars)</i>	2020	2019
Investments held in perpetuity	\$ 59,352	\$ 56,383
Healthcare services	33,976	20,140
Research	22,116	26,496
Health education	16,849	19,833
Charity care	12,366	12,494
Other	4,488	3,841
Purchase of equipment	3,081	3,273
	<u>\$ 152,228</u>	<u>\$ 142,460</u>

Income earned on donor restricted net assets held in perpetuity is available for these purposes.



## **Dartmouth-Hitchcock Health and Subsidiaries**

### **Consolidated Notes to Financial Statements**

#### **June 30, 2020 and 2019**

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#### **9. Board Designated and Endowment Funds**

Net assets include numerous funds established for a variety of purposes including both donor-restricted endowment funds and funds designated by the Board of Trustees to function as endowments. Net assets associated with endowment funds, including funds designated by the Board of Trustees to function as endowments, are classified and reported based on the existence or absence of donor-imposed restrictions.

The Board of Trustees has interpreted the NH and VT Uniform Prudent Management of Institutional Funds Acts (UPMIFA or Act) for donor-restricted endowment funds as requiring the preservation of the original value of gifts, as of the gift date, to donor-restricted endowment funds, absent explicit donor stipulations to the contrary. The Health System's net assets with donor restrictions which are to be held in perpetuity consist of (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent gifts to be held in perpetuity, and (c) accumulations to the permanent endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund, if any. Collectively these amounts are referred to as the historic dollar value of the fund.

Net assets without donor restrictions include funds designated by the Board of Trustees to function as endowments, the income from certain donor-restricted endowment funds, and any accumulated investment return thereon, which pursuant to donor intent may be expended based on trustee or management designation. Net assets with donor restrictions that are temporary in nature, either restricted by time or purpose, include funds appropriated for expenditure pursuant to endowment and investment spending policies, certain expendable endowment gifts from donors, and any retained income and appreciation on donor-restricted endowment funds, which are restricted by the donor to a specific purpose or by law. When the restrictions on these funds have been met, the funds are reclassified to net assets without donor restrictions.

In accordance with the Act, the Health System considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds: the duration and preservation of the fund; the purposes of the donor-restricted endowment fund; general economic conditions; the possible effect of inflation and deflation; the expected total return from income and the appreciation of investments; other resources available; and investment policies.

The Health System has endowment investment and spending policies that attempt to provide a predictable stream of funding for programs supported by its endowment while ensuring that the purchasing power does not decline over time. The Health System targets a diversified asset allocation that places emphasis on investments in domestic and international equities, fixed income, private equity, and hedge fund strategies to achieve its long-term return objectives within prudent risk constraints. The Health System's Investment Committee reviews the policy portfolio asset allocations, exposures, and risk profile on an ongoing basis.

The Health System, as a policy, may appropriate for expenditure or accumulate so much of an endowment fund as the institution determines is prudent for the uses, benefits, purposes, and duration for which the endowment is established, subject to donor intent expressed in the gift instrument and the standard of prudence prescribed by the Act.

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below their original contributed value. Such market losses were not material as of June 30, 2020 and 2019.



**Dartmouth-Hitchcock Health and Subsidiaries**  
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Endowment net asset composition by type of fund consists of the following at June 30, 2020 and 2019:

<i>(in thousands of dollars)</i>	<b>2020</b>		<b>Total</b>
	<b>Without Donor Restrictions</b>	<b>With Donor Restrictions</b>	
Donor-restricted endowment funds	\$ -	\$ 80,039	\$ 80,039
Board-designated endowment funds	33,714	-	33,714
<b>Total endowed net assets</b>	<b>\$ 33,714</b>	<b>\$ 80,039</b>	<b>\$ 113,753</b>

<i>(in thousands of dollars)</i>	<b>2019</b>		<b>Total</b>
	<b>Without Donor Restrictions</b>	<b>With Donor Restrictions</b>	
Donor-restricted endowment funds	\$ -	\$ 78,268	\$ 78,268
Board-designated endowment funds	31,421	-	31,421
<b>Total endowed net assets</b>	<b>\$ 31,421</b>	<b>\$ 78,268</b>	<b>\$ 109,689</b>

Changes in endowment net assets for the years ended June 30, 2020 and 2019 are as follows:

<i>(in thousands of dollars)</i>	<b>2020</b>		<b>Total</b>
	<b>Without Donor Restrictions</b>	<b>With Donor Restrictions</b>	
<b>Balances at beginning of year</b>	\$ 31,421	\$ 78,268	\$ 109,689
Net investment return	713	1,460	2,173
Contributions	890	2,990	3,880
Transfers	14	267	281
Release of appropriated funds	676	(2,946)	(2,270)
<b>Balances at end of year</b>	<b>\$ 33,714</b>	<b>\$ 80,039</b>	<b>\$ 113,753</b>
<b>Balances at end of year</b>		80,039	
Beneficial interest in perpetual trusts		6,782	
<b>Net assets with donor restrictions</b>		<b>\$ 86,821</b>	



**Dartmouth-Hitchcock Health and Subsidiaries**  
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<i>(in thousands of dollars)</i>	2019		Total
	Without Donor Restrictions	With Donor Restrictions	
<b>Balances at beginning of year</b>	\$ 29,506	\$ 78,197	\$ 107,703
Net investment return	1,184	2,491	3,675
Contributions	804	1,222	2,026
Transfers	(73)	(1,287)	(1,360)
Release of appropriated funds	-	(2,355)	(2,355)
<b>Balances at end of year</b>	<u>\$ 31,421</u>	<u>\$ 78,268</u>	<u>\$ 109,689</u>
<b>Balances at end of year</b>		78,268	
Beneficial interest in perpetual trusts		8,422	
Net assets with donor restrictions		<u>\$ 86,690</u>	



# **Dartmouth-Hitchcock Health and Subsidiaries**

## **Consolidated Notes to Financial Statements**

### **June 30, 2020 and 2019**

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#### **10. Long-Term Debt**

A summary of long-term debt at June 30, 2020 and 2019 is as follows:

<i>(in thousands of dollars)</i>	<b>2020</b>	<b>2019</b>
<b>Variable rate issues</b>		
New Hampshire Health and Education Facilities		
Authority (NHHEFA) Revenue Bonds		
Series 2018A, principal maturing in varying annual amounts, through August 2037 (1)	\$ 83,355	\$ 83,355
<b>Fixed rate issues</b>		
New Hampshire Health and Education Facilities		
Authority Revenue Bonds		
Series 2018B, principal maturing in varying annual amounts, through August 2048 (1)	303,102	303,102
Series 2020A, principal maturing in varying annual amounts, through August 2059 (2)	125,000	-
Series 2017A, principal maturing in varying annual amounts, through August 2040 (3)	122,435	122,435
Series 2017B, principal maturing in varying annual amounts, through August 2031 (3)	109,800	109,800
Series 2019A, principal maturing in varying annual amounts, through August 2043 (4)	99,165	-
Series 2018C, principal maturing in varying annual amounts, through August 2030 (5)	25,160	25,865
Series 2012, principal maturing in varying annual amounts, through July 2039 (6)	24,315	25,145
Series 2014A, principal maturing in varying annual amounts, through August 2022 (7)	19,765	26,960
Series 2014B, principal maturing in varying annual amounts, through August 2033 (7)	14,530	14,530
Series 2016B, principal maturing in varying annual amounts, through August 2045 (8)	10,970	10,970
<b>Note payable</b>		
Note payable to a financial institution due in monthly interest only payments through May 2023 (9)	125,000	-
Total obligated group debt	<u>\$ 1,062,597</u>	<u>\$ 722,162</u>



# **Dartmouth-Hitchcock Health and Subsidiaries**

## **Consolidated Notes to Financial Statements**

### **June 30, 2020 and 2019**

A summary of long-term debt at June 30, 2020 and 2019 is as follows (continued):

<i>(in thousands of dollars)</i>	2020	2019
<b>Other</b>		
Note payable to a financial institution payable in interest free monthly installments through July 2015; collateralized by associated equipment	\$ 287	\$ 445
Note payable to a financial institution with entire principal due June 2029 that is collateralized by land and building. The note payable is interest free	273	323
Mortgage note payable to the US Dept of Agriculture; monthly payments of \$10,892 include interest of 2.375% through November 2046	2,560	2,629
Obligations under capital leases	-	17,526
Total nonobligated group debt	3,120	20,923
Total obligated group debt	1,062,597	722,162
Total long-term debt	1,065,717	743,085
 Add: Original issue premium and discounts, net	89,542	25,542
 Less: Current portion	9,467	10,914
Debt issuance costs, net	7,262	5,533
	<u>\$ 1,138,530</u>	<u>\$ 752,180</u>

Aggregate annual principal payments for the next five years ending June 30 and thereafter are as follows:

<i>(in thousands of dollars)</i>	2020
2021	\$ 9,467
2022	9,419
2023	131,626
2024	1,871
2025	1,954
Thereafter	911,380
	<u>\$ 1,065,717</u>

#### **Dartmouth-Hitchcock Obligated Group (DHOG) Debt**

MHMH established the DHOG in 1993 for the original purpose of issuing bonds financed through NHHEFA or the "Authority". The members of the obligated group consist of D-HH, MHMH, DHC, Cheshire, NLH, MAHHC, and, APD. D-HH is designated as the obligated group agent.



## **Dartmouth-Hitchcock Health and Subsidiaries**

### **Consolidated Notes to Financial Statements**

#### **June 30, 2020 and 2019**

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Revenue Bonds issued by members of the DHOG are administered through notes registered in the name of the Bond Trustee and in accordance with the terms of a Master Trust Indenture. The Master Trust Indenture contains provisions permitting the addition, withdrawal, or consolidation of members of the DHOG under certain conditions. The notes constitute a joint and several obligation of the members of the DHOG (and any other future members of the DHOG) and are equally and ratably collateralized by a pledge of the members' gross receipts. The DHOG is also subject to certain annual covenants under the Master Trust Indenture, the most restrictive is the Annual Debt Service Coverage Ratio (1.10x).

#### **(1) Series 2018A and Series 2018B Revenue Bonds**

The DHOG issued NHHEFA Revenue Bonds, Series 2018A and Series 2018B in February 2018. The Series 2018A Revenue Bonds were primarily used to refund a portion of Series 2015A and Series 2016A. The Series 2018B were primarily used to refund a portion of Series 2015A and Series 2016A, Revolving Line of Credit, Series 2012 Bank Loan and the Series 2015A and Series 2016A Swap terminations. A loss on the extinguishment of debt of approximately \$578,000 was recognized in non-operating gains (losses) on the statement of operations and changes in net assets, as a result of the refinancing. The interest on the Series 2018A Revenue Bonds is variable with a current interest rate of 5.00% and matures in variable amounts through 2037. The interest on the Series 2018B Revenue Bonds is fixed with an interest rate of 4.18% and matures in variable amounts through 2048.

#### **(2) Series 2020A Revenue Bonds**

The DHOG issued NHHEFA Revenue Bonds Series 2020A in February, 2020. The proceeds from the Series 2020A Revenue Bonds are being used primarily to fund the construction of a 212,000 square foot inpatient pavilion in Lebanon, NH as well as various equipment. The interest on the Series 2020A Revenue Bonds is fixed with an interest rate of 5.00% and matures in variable amounts through 2059.

#### **(3) Series 2017A and Series 2017B Revenue Bonds**

The DHOG issued NHHEFA Revenue Bonds, Series 2017A and Series 2017B in December, 2017. The Series 2017A Revenue Bonds were primarily used to refund Series 2009 and Series 2010 and the Series 2017B Revenue Bonds were used to refund Series 2012A and Series 2012B. The interest on the Series 2017A Revenue Bonds is fixed with an interest rate of 5.00% and matures in variable amounts through 2040. The interest on the Series 2017B Revenue Bonds is fixed with an interest rate of 2.54% and matures in variable amounts through 2031.

#### **(4) Series 2019A Revenue Bonds**

The DHOG issued NHHEFA Revenue Bonds Series 2019A in October, 2019. The proceeds from the Series 2019A Revenue Bonds are being used primarily to fund the construction of a 91,000 square foot expansion of facilities in Manchester, NH to include an Ambulatory Surgical Center as well as various equipment. The interest on the Series 2019A Revenue Bonds is fixed with an interest rate of 4.00% and matures in variable amounts through 2043.



## **Dartmouth-Hitchcock Health and Subsidiaries**

### **Consolidated Notes to Financial Statements**

#### **June 30, 2020 and 2019**

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##### **(5) Series 2018C Revenue Bonds**

The DHOG issued NHHEFA Revenue Bonds, Series 2018C in August, 2018. The Series 2018C Revenue Bonds were used primarily to refinance the Series 2010 Revenue Bonds. The interest on the series 2018C Revenue Bonds is fixed with an interest rate of 3.22% and matures in variable amounts through 2030.

##### **(6) Series 2012 Revenue Bonds**

The NHHEFA issued \$29,650,000 of tax-exempt Revenue Bonds, Series 2012. The proceeds of these bonds were used to refund 1998 and 2009 Series Bonds, to finance the settlement cost of the interest rate swap, and to finance the purchase of certain equipment and renovations. The bonds have fixed interest coupon rates ranging from 2.0% to 5.0% (a net interest cost of 3.96%), and matures in variable amounts through 2039.

##### **(7) Series 2014A and Series 2014B Revenue Bonds**

The DHOG issued NHHEFA Revenue Bonds, Series 2014A and Series 2014B in August 2014. The proceeds from the Series 2014A and 2014B Revenue Bonds were used to partially refund the Series 2009 Revenue Bonds and to cover cost of issuance. Interest on the 2014A Revenue Bonds is fixed with an interest rate of 2.63% and matures at various dates through 2022. Interest on the Series 2014B Revenue Bonds is fixed with an interest rate of 4.00% and matures at various dates through 2033.

##### **(8) Series 2016B Revenue Bonds**

The DHOG issued NHHEFA Revenue Bonds, Series 2016B in July 2016 through a private placement with a financial institution. The Series 2016B Revenue Bonds were used to finance 2016 projects. The Series 2016B is fixed with an interest rate of 1.78% and matures at various dates through 2045.

##### **(9) Note payable to financial institution**

The DHOG issued a note payable to TD Bank in May 2020. Issued in response to the COVID-19 pandemic, the proceeds from the note will be used to fund working capital as needs require. The interest on the note payable is fixed with an interest rate of 2.02% and matures in 2023.

Outstanding joint and several indebtedness of the DHOG at June 30, 2020 and 2019 approximates \$1,062,597,000 and \$722,162,000, respectively.

The Health System Indenture agreements require establishment and maintenance of debt service reserves and other trustee held funds. Trustee held funds of approximately \$236,198,000 and \$631,000 at June 30, 2020 and 2019, respectively, are classified as assets limited as to use in the accompanying consolidated balance sheets (Note 5). In addition, debt service reserves of approximately \$9,286,000 and \$1,331,000 at June 30, 2020 and 2019, respectively, are classified as other current assets in the accompanying consolidated balance sheets. The debt service reserves are mainly comprised of escrowed construction funds at June 30, 2020 and escrowed funds held for future principal and interest payments at June 30, 2019.



## Dartmouth-Hitchcock Health and Subsidiaries

### Consolidated Notes to Financial Statements

#### June 30, 2020 and 2019

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For the years ended June 30, 2020 and 2019 interest expense on the Health System's long term debt is reflected in the accompanying consolidated statements of operations and changes in net assets as operating expense of approximately \$27,322,000 and \$25,514,000 and other non-operating losses of \$3,784,000 and \$3,784,000, respectively.

#### 11. Employee Benefits

All eligible employees of the Health System are covered under various defined benefit and/or defined contribution plans. In addition, certain members provide postretirement medical and life benefit plans to certain of its active and former employees who meet eligibility requirements. The postretirement medical and life plans are not funded.

All of the defined benefit plans within the Health System have been frozen and therefore there are no remaining participants earning benefits in any of the Health System's defined benefit plans.

The Health System continued to execute the settlement of obligations due to retirees in the defined benefit plans through bulk lump sum offerings or purchases of annuity contracts. The annuity purchases follow guidelines established by the Department of Labor (DOL). The Health System anticipates continued consideration and/or implementation of additional settlements over the next several years.

#### Defined Benefit Plans

Net periodic pension expense included in employee benefits in the consolidated statements of operations and changes in net assets is comprised of the components listed below for the years ended June 30, 2020 and 2019:

*(in thousands of dollars)*

	2020	2019
Service cost for benefits earned during the year	\$ 170	\$ 150
Interest cost on projected benefit obligation	43,433	47,814
Expected return on plan assets	(62,436)	(65,270)
Net loss amortization	12,032	10,357
Total net periodic pension expense	<u>\$ (6,801)</u>	<u>\$ (6,949)</u>

The following assumptions were used to determine net periodic pension expense as of June 30, 2020 and 2019:

	2020	2019
Discount rate	3.00% - 3.10%	3.90 % - 4.60%
Rate of increase in compensation	N/A	N/A
Expected long-term rate of return on plan assets	7.50%	7.50%



## Dartmouth-Hitchcock Health and Subsidiaries

### Consolidated Notes to Financial Statements

#### June 30, 2020 and 2019

The following table sets forth the funded status and amounts recognized in the Health System's consolidated financial statements for the defined benefit pension plans at June 30, 2020 and 2019:

<i>(in thousands of dollars)</i>	2020	2019
<b>Change in benefit obligation</b>		
Benefit obligation at beginning of year	\$ 1,135,523	\$ 1,087,940
Service cost	170	150
Interest cost	43,433	47,814
Benefits paid	(70,778)	(51,263)
Expenses paid	(168)	(170)
Actuarial loss	139,469	93,358
Settlements	(38,549)	(42,306)
Benefit obligation at end of year	<u>1,209,100</u>	<u>1,135,523</u>
<b>Change in plan assets</b>		
Fair value of plan assets at beginning of year	897,717	884,983
Actual return on plan assets	121,245	85,842
Benefits paid	(70,778)	(51,263)
Expenses paid	(168)	(170)
Employer contributions	19,986	20,631
Settlements	(38,549)	(42,306)
Fair value of plan assets at end of year	<u>929,453</u>	<u>897,717</u>
Funded status of the plans	<u>(279,647)</u>	<u>(237,806)</u>
Less: Current portion of liability for pension	<u>(46)</u>	<u>(46)</u>
Long term portion of liability for pension	<u>(279,601)</u>	<u>(237,760)</u>
Liability for pension	<u>\$ (279,647)</u>	<u>\$ (237,806)</u>

As of June 30, 2020 and 2019, the liability for pension is included in the liability for pension and other postretirement plan benefits in the accompanying consolidated balance sheets.

Amounts not yet reflected in net periodic pension expense and included in the change in net assets without donor restrictions include approximately \$546,818,000 and \$478,394,000 of net actuarial loss as of June 30, 2020 and 2019, respectively.

The estimated amounts to be amortized from net assets without donor restrictions into net periodic pension expense in fiscal year 2021 for net actuarial losses is \$12,752,000.

The accumulated benefit obligation for the defined benefit pension plans was approximately \$1,209,282 and \$1,135,770,000 at June 30, 2020 and 2019, respectively.

The following table sets forth the assumptions used to determine the benefit obligation at June 30, 2020 and 2019:

	2020	2019
Discount rate	3.00% - 3.10%	4.20 % - 4.50 %
Rate of increase in compensation	N/A	N/A



## Dartmouth-Hitchcock Health and Subsidiaries

### Consolidated Notes to Financial Statements

#### June 30, 2020 and 2019

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The primary investment objective for the Plan's assets is to support the Pension liabilities of the Pension Plans for Employees of the Health System, by providing long-term capital appreciation and by also using a Liability Driven Investing ("LDI") strategy to partially hedge the impact fluctuating interest rates have on the value of the Plan's liabilities. As of both June 30, 2020 and 2019, it is expected that the LDI strategy will hedge approximately 60% of the interest rate risk associated with pension liabilities. To achieve the appreciation and hedging objectives, the Plans utilize a diversified structure of asset classes designed to achieve stated performance objectives measured on a total return basis, which includes income plus realized and unrealized gains and losses.

The range of target allocation percentages and the target allocations for the various investments are as follows:

	Range of Target Allocations	Target Allocations
Cash and short-term investments	0–5%	3%
U.S. government securities	0–10	5
Domestic debt securities	20–58	40
Global debt securities	6–26	7
Domestic equities	5–35	18
International equities	5–15	11
Emerging market equities	3–13	5
Real estate investment trust funds	0–5	1
Private equity funds	0–5	0
Hedge funds	5–18	10

To the extent an asset class falls outside of its target range on a quarterly basis, the Health System shall determine appropriate steps, as it deems necessary, to rebalance the asset class.

The Boards of Trustees of the Health System, as Plan Sponsors, oversee the design, structure, and prudent professional management of the Health System's Plans' assets, in accordance with Board approved investment policies, roles, responsibilities and authorities and more specifically the following:

- Establishing and modifying asset class targets with Board approved policy ranges,
- Approving the asset class rebalancing procedures,
- Hiring and terminating investment managers, and
- Monitoring performance of the investment managers, custodians and investment consultants.

The hierarchy and inputs to valuation techniques to measure fair value of the Plans' assets are the same as outlined in Note 7. In addition, the estimation of fair value of investments in private equity and hedge funds for which the underlying securities do not have a readily determinable value is made using the NAV per share or its equivalent as a practical expedient. The Health System's Plans own interests in these funds rather than in securities underlying each fund and, therefore, are generally required to consider such investments as Level 2 or 3, even though the underlying securities may not be difficult to value or may be readily marketable.



**Dartmouth-Hitchcock Health and Subsidiaries**  
**Consolidated Notes to Financial Statements**  
**June 30, 2020 and 2019**

The following table sets forth the Health System's Plans' investments and deferred compensation plan assets that were accounted for at fair value as of June 30, 2020 and 2019:

	2020					
(in thousands of dollars)	Level 1	Level 2	Level 3	Total	Redemption or Liquidation	Days' Notice
<b>Investments</b>						
Cash and short-term investments	\$ -	\$ 7,154	\$ -	\$ 7,154	Daily	1
U.S. government securities	49,843	-	-	49,843	Daily-Monthly	1-15
Domestic debt securities	133,794	318,259	-	452,053	Daily-Monthly	1-15
Global debt securities	-	69,076	-	69,076	Daily-Monthly	1-15
Domestic equities	152,688	24,947	-	177,635	Daily-Monthly	1-10
International equities	13,555	70,337	-	83,892	Daily-Monthly	1-11
Emerging market equities	-	39,984	-	39,984	Daily-Monthly	1-17
REIT funds	-	2,448	-	2,448	Daily-Monthly	1-17
Private equity funds	-	-	17	17	See Note 7	See Note 7
Hedge funds	-	-	47,351	47,351	Quarterly-Annual	60-96
Total investments	<u>\$ 349,880</u>	<u>\$ 532,205</u>	<u>\$ 47,368</u>	<u>\$ 929,453</u>		

	2019					
(in thousands of dollars)	Level 1	Level 2	Level 3	Total	Redemption or Liquidation	Days' Notice
<b>Investments</b>						
Cash and short-term investments	\$ 166	\$ 18,232	\$ -	\$ 18,398	Daily	1
U.S. government securities	48,580	-	-	48,580	Daily-Monthly	1-15
Domestic debt securities	122,178	273,424	-	395,602	Daily-Monthly	1-15
Global debt securities	428	75,146	-	75,574	Daily-Monthly	1-15
Domestic equities	159,259	18,316	-	177,575	Daily-Monthly	1-10
International equities	17,232	77,146	-	94,378	Daily-Monthly	1-11
Emerging market equities	321	39,902	-	40,223	Daily-Monthly	1-17
REIT funds	357	2,883	-	3,240	Daily-Monthly	1-17
Private equity funds	-	-	21	21	See Note 7	See Note 7
Hedge funds	-	-	44,126	44,126	Quarterly-Annual	60-96
Total investments	<u>\$ 348,521</u>	<u>\$ 505,049</u>	<u>\$ 44,147</u>	<u>\$ 897,717</u>		

The following tables present additional information about the changes in Level 3 assets measured at fair value for the years ended June 30, 2020 and 2019:

(in thousands of dollars)	2020		
	Hedge Funds	Private Equity Funds	Total
Balances at beginning of year	\$ 44,126	\$ 21	\$ 44,147
Net unrealized gains (losses)	3,225	(4)	3,221
Balances at end of year	\$ 47,351	\$ 17	\$ 47,368



**Dartmouth-Hitchcock Health and Subsidiaries**  
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<i>(in thousands of dollars)</i>	2019		
	Hedge Funds	Private Equity Funds	Total
<b>Balances at beginning of year</b>	\$ 44,250	\$ 23	\$ 44,273
<b>Net unrealized losses</b>	(124)	(2)	(126)
<b>Balances at end of year</b>	<u>\$ 44,126</u>	<u>\$ 21</u>	<u>\$ 44,147</u>

The total aggregate net unrealized gains (losses) included in the fair value of the Level 3 investments as of June 30, 2020 and 2019 were approximately \$18,261,000 and \$14,617,000, respectively. There were no transfers into and out of Level 3 measurements during the years ended June 30, 2020 and 2019.

There were no transfers into and out of Level 1 and 2 measurements due to changes in valuation methodologies during the years ended June 30, 2020 and 2019.

The weighted average asset allocation for the Health System's Plans at June 30, 2020 and 2019 by asset category is as follows:

	2020	2019
Cash and short-term investments	1 %	2 %
U.S. government securities	5	5
Domestic debt securities	49	44
Global debt securities	8	9
Domestic equities	19	20
International equities	9	11
Emerging market equities	4	4
Hedge funds	5	5
	<u>100 %</u>	<u>100 %</u>

The expected long-term rate of return on plan assets is reviewed annually, taking into consideration the asset allocation, historical returns on the types of assets held, and the current economic environment. Based on these factors, it is expected that the pension assets will earn an average of 7.50% per annum.

The Health System is expected to contribute approximately \$25,755,000 to the Plans in 2021 however actual contributions may vary from expected amounts.



## Dartmouth-Hitchcock Health and Subsidiaries

### Consolidated Notes to Financial Statements

#### June 30, 2020 and 2019

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The following benefit payments, which reflect expected future service, as appropriate, are expected to be paid for the years ending June 30 and thereafter:

*(in thousands of dollars)*

2021	\$	51,007
2022		53,365
2023		55,466
2024		57,470
2025		59,436
2026 – 2028		321,419

Effective May 1, 2020, the Health System terminated a defined benefit plan and settled the accumulated benefit obligation of \$18,795,000 by purchasing nonparticipating annuity contracts. The plan assets at fair value were \$11,836,000.

#### Defined Contribution Plans

The Health System has an employer-sponsored 401(a) plan for certain of its members, under which the employer makes base, transition and discretionary match contributions based on specified percentages of compensation and employee deferral amounts. Total employer contributions to the plan of approximately \$51,222,000 and \$40,537,000 in 2020 and 2019, respectively, are included in employee benefits in the accompanying consolidated statements of operations and changes in net assets.

Various 403(b) and tax- sheltered annuity plans are available to employees of the Health System. Plan specifications vary by member and plan. No employer contributions were made to any of these plans in 2020 and 2019 respectively.

#### Postretirement Medical and Life Benefits

The Health System has postretirement medical and life benefit plans covering certain of its active and former employees. The plans generally provide medical or medical and life insurance benefits to certain retired employees who meet eligibility requirements. The plans are not funded.

Net periodic postretirement medical and life benefit (income) cost is comprised of the components listed below for the years ended June 30, 2020 and 2019:

*(in thousands of dollars)*

	2020	2019
Service cost	\$ 609	\$ 384
Interest cost	1,666	1,842
Net prior service income	(5,974)	(5,974)
Net loss amortization	469	10
	<u>\$ (3,230)</u>	<u>\$ (3,738)</u>



## Dartmouth-Hitchcock Health and Subsidiaries

### Consolidated Notes to Financial Statements

#### June 30, 2020 and 2019

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The following table sets forth the accumulated postretirement medical and life benefit obligation and amounts recognized in the Health System's consolidated financial statements at June 30, 2020 and 2019:

<i>(in thousands of dollars)</i>	2020	2019
<b>Change in benefit obligation</b>		
Benefit obligation at beginning of year	\$ 46,671	\$ 42,581
Service cost	609	384
Interest cost	1,666	1,842
Benefits paid	(3,422)	(3,149)
Actuarial loss	2,554	5,013
Benefit obligation at end of year	<u>48,078</u>	<u>46,671</u>
Funded status of the plans	<u>\$ (48,078)</u>	<u>\$ (46,671)</u>
Current portion of liability for postretirement medical and life benefits	\$ (3,422)	\$ (3,422)
Long term portion of liability for postretirement medical and life benefits	<u>(44,656)</u>	<u>(43,249)</u>
Liability for postretirement medical and life benefits	<u>\$ (48,078)</u>	<u>\$ (46,671)</u>

As of June 30, 2020 and 2019, the liability for postretirement medical and life benefits is included in the liability for pension and other postretirement plan benefits in the accompanying consolidated balance sheets.

Amounts not yet reflected in net periodic postretirement medical and life benefit income and included in the change in net assets without donor restrictions are as follows:

<i>(in thousands of dollars)</i>	2020	2019
Net prior service income	\$ (3,582)	\$ (9,556)
Net actuarial loss	<u>10,335</u>	<u>8,386</u>
	<u>\$ 6,753</u>	<u>\$ (1,170)</u>

The estimated amounts that will be amortized from net assets without donor restrictions into net periodic postretirement income in fiscal year 2021 for net prior service cost is \$5,974,000.



## Dartmouth-Hitchcock Health and Subsidiaries

### Consolidated Notes to Financial Statements

#### June 30, 2020 and 2019

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The following future benefit payments, which reflect expected future service, as appropriate, are expected to be paid for the year ending June 30, 2021 and thereafter:

*(in thousands of dollars)*

2021	\$	3,422
2022		3,436
2023		3,622
2024		3,642
2025		3,522
2026-2028		16,268

In determining the accumulated postretirement medical and life benefit obligation, the Health System used a discount rate of 2.90% in 2020 and an assumed healthcare cost trend rate of 6.50%, trending down to 5.00% in 2024 and thereafter. Increasing the assumed healthcare cost trend rates by one percentage point in each year would increase the accumulated postretirement medical benefit obligation as of June 30, 2020 and 2019 by \$1,772,000 and \$1,601,000 and the net periodic postretirement medical benefit cost for the years then ended by \$122,000 and \$77,000, respectively. Decreasing the assumed healthcare cost trend rates by one percentage point in each year would decrease the accumulated postretirement medical benefit obligation as of June 30, 2020 and 2019 by \$1,603,000 and \$1,452,000 and the net periodic postretirement medical benefit cost for the years then ended by \$108,000 and \$71,000, respectively.

#### 12. Professional and General Liability Insurance Coverage

Mary Hitchcock Memorial Hospital and Dartmouth-Hitchcock Clinic, along with Dartmouth College, Cheshire Medical Center, The New London Hospital Association, Mt. Ascutney Hospital and Health Center, and the Visiting Nurse and Hospice for VT and NH are provided professional and general liability insurance on a claims-made basis through Hamden Assurance Risk Retention Group, Inc. (RRG), a VT captive insurance company. Effective November 1, 2018 Alice Peck Day Memorial Hospital is provided professional and general liability insurance coverage through RRG. RRG reinsures the majority of this risk to Hamden Assurance Company Limited (HAC), a captive insurance company domiciled in Bermuda and to a variety of commercial reinsurers. Mary Hitchcock Memorial Hospital, Dartmouth-Hitchcock Clinic, and Dartmouth College have ownership interests in both HAC and RRG. The insurance program provides coverage to the covered institutions and named insureds on a modified claims-made basis which means coverage is triggered when claims are made. Premiums and related insurance deposits are actuarially determined based on asserted liability claims adjusted for future development. The reserves for outstanding losses are recorded on an undiscounted basis.



## Dartmouth-Hitchcock Health and Subsidiaries

### Consolidated Notes to Financial Statements

#### June 30, 2020 and 2019

Selected financial data of HAC and RRG, taken from the latest available financial statements at June 30, 2020 and 2019, are summarized as follows:

	2020		
	HAC	RRG	Total
<i>(in thousands of dollars)</i>			
Assets	\$ 93,686	\$ 1,785	\$ 95,471
Shareholders' equity	13,620	50	13,670

	2019		
	HAC	RRG	Total
<i>(in thousands of dollars)</i>			
Assets	\$ 75,867	\$ 2,201	\$ 78,068
Shareholders' equity	13,620	50	13,670

### 13. Commitments and Contingencies

#### Litigation

The Health System is involved in various malpractice claims and legal proceedings of a nature considered normal to its business. The claims are in various stages and some may ultimately be brought to trial. While it is not feasible to predict or determine the outcome of any of these claims, it is the opinion of management that the final outcome of these claims will not have a material effect on the consolidated financial position of the Health System.

#### Lines of Credit

The Health System has entered into Loan Agreements with financial institutions establishing access to revolving loans ranging from \$10,000,000 up to \$30,000,000. Interest is variable and determined using LIBOR or the Wall Street Journal Prime Rate. The Loan Agreements are due to expire March 31, 2021. There was no outstanding balance under the lines of credit as of June 30, 2020 and 2019. Interest expense was approximately \$20,000 and \$95,000, respectively, and is included in the consolidated statements of operations and changes in net assets.

### 14. Functional Expenses

Operating expenses are presented by functional classification in accordance with the overall service missions of the Health System. Each functional classification displays all expenses related to the underlying operations by natural classification. Salaries, employee benefits, medical supplies and medications, and purchased services and other expenses are generally considered variable and are allocated to the mission that best aligns to the type of service provided. Medicaid enhancement tax is allocated to program services. Interest expense is allocated based on usage of debt-financed space. Depreciation and amortization is allocated based on square footage and specific identification of equipment used by department.



**Dartmouth-Hitchcock Health and Subsidiaries**  
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Operating expenses of the Health System by functional and natural basis are as follows for the year ended June 30, 2020:

<i>(in thousands of dollars)</i>	2020			
	Program Services	Management and General	Fundraising	Total
<b>Operating expenses</b>				
Salaries	\$ 981,320	\$ 161,704	\$ 1,799	\$ 1,144,823
Employee benefits	231,361	41,116	395	272,872
Medical supplies and medications	454,143	1,238	-	455,381
Purchased services and other	236,103	120,563	3,830	360,496
Medicaid enhancement tax	76,010	-	-	76,010
Depreciation and amortization	26,110	65,949	105	92,164
Interest	5,918	21,392	12	27,322
Total operating expenses	<u>\$ 2,010,965</u>	<u>\$ 411,962</u>	<u>\$ 6,141</u>	<u>\$ 2,429,068</u>
<b>Non-operating income</b>				
Employee benefits	\$ 9,239	\$ 1,549	\$ 22	\$ 10,810
Total non-operating income	<u>\$ 9,239</u>	<u>\$ 1,549</u>	<u>\$ 22</u>	<u>\$ 10,810</u>

Operating expenses of the Health System by functional and natural basis are as follows for the year ended June 30, 2019:

<i>(in thousands of dollars)</i>	2019			
	Program Services	Management and General	Fundraising	Total
<b>Operating expenses</b>				
Salaries	\$ 922,902	\$ 138,123	\$ 1,526	\$ 1,062,551
Employee benefits	188,634	73,845	333	262,812
Medical supplies and medications	406,782	1,093	-	407,875
Purchased services and other	212,209	108,783	2,443	323,435
Medicaid enhancement tax	70,061	-	-	70,061
Depreciation and amortization	37,528	50,785	101	88,414
Interest	3,360	22,135	19	25,514
Total operating expenses	<u>\$ 1,841,476</u>	<u>\$ 394,764</u>	<u>\$ 4,422</u>	<u>\$ 2,240,662</u>
<b>Non-operating income</b>				
Employee benefits	\$ 9,651	\$ 1,556	\$ 14	\$ 11,221
Total non-operating income	<u>\$ 9,651</u>	<u>\$ 1,556</u>	<u>\$ 14</u>	<u>\$ 11,221</u>



## Dartmouth-Hitchcock Health and Subsidiaries

### Consolidated Notes to Financial Statements

#### June 30, 2020 and 2019

#### 15. Liquidity

The Health System is substantially supported by cash generated from operations. In addition, the Health System holds financial assets for specific purposes which are limited as to use. Thus, certain financial assets reported on the accompanying consolidated balance sheet may not be available for general expenditure within one year of the balance sheet date.

The Health System's financial assets available at June 30, 2020 and 2019 to meet cash needs for general expenditures within one year of June 30, 2020 and 2019, are as follows:

<i>(in thousands of dollars)</i>	2020	2019
Cash and cash equivalents	\$ 453,223	\$ 143,587
Patient accounts receivable	183,819	221,125
Assets limited as to use	1,134,526	876,249
Other investments for restricted activities	140,580	134,119
Total financial assets	<u>\$ 1,912,148</u>	<u>\$ 1,375,080</u>
Less: Those unavailable for general expenditure within one year:		
Investments held by captive insurance companies	54,596	66,082
Investments for restricted activities	140,580	134,119
Bond proceeds held for capital projects	245,484	-
Other investments with liquidity horizons greater than one year	111,408	97,063
Total financial assets available within one year	<u>\$ 1,360,080</u>	<u>\$ 1,077,816</u>

For the years ended June 30, 2020 and June 30, 2019, the Health System generated positive cash flow from operations of approximately \$269,144,000 and \$161,145,000, respectively. In addition, the Health System's liquidity management plan includes investing excess daily cash in intermediate or long term investments based on anticipated liquidity needs. The Health System has an available line of credit of up to \$30,000,000 which it can draw upon as needed to meet its liquidity needs. See Note 13 for further details on the line of credit.

#### 16. Lease Commitments

In February 2016, the FASB issued ASU 2016-02 (Topic 842) "Leases." Topic 842 supersedes the lease requirements in Accounting Standards Codification Topic 840, "Leases." Under Topic 842, lessees are required to recognize assets and liabilities on the balance sheet for most leases and provide enhanced disclosures. Leases will be classified as either finance or operating. D-HH adopted Topic 842 effective July 1, 2019.

D-HH applied Topic 842 to all leases as of July 1, 2019 with comparative periods continuing to be reported under Topic 840. We have elected the practical expedient package to not reassess at adoption (i) expired or existing contracts for whether they are or contain a lease, (ii) the lease classification of any existing leases or (iii) initial direct costs for existing leases. We have also elected the policy exemption that allows lessees to choose to not separate lease and non-lease components by class of underlying asset and are applying this expedient to all relevant asset classes.



# **Dartmouth-Hitchcock Health and Subsidiaries**

## **Consolidated Notes to Financial Statements**

### **June 30, 2020 and 2019**

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D-HH determines if an arrangement is or contains a lease at inception of the contract. Right-of-use assets represent our right to use the underlying assets for the lease term and our lease liabilities represent our obligation to make lease payments arising from the leases. Right-of-use assets and lease liabilities are recognized at commencement date based on the present value of lease payments over the lease term. We use the implicit rate noted within the contract. If not readily available, we use our estimated incremental borrowing rate, which is derived using a collateralized borrowing rate for the same currency and term as the associated lease. A right-of-use asset and lease liability is not recognized for leases with an initial term of 12 months or less and we recognize lease expense for these leases on a straight-line basis over the lease term within lease and rental expense.

Our operating leases are primarily for real estate, including certain acute care facilities, off-campus outpatient facilities, medical office buildings, and corporate and other administrative offices. Our real estate lease agreements typically have initial terms of 5 to 10 years. These real estate leases may include one or more options to renew, with renewals that can extend the lease term from 2 to 5 years. The exercise of lease renewal options is at our sole discretion. When determining the lease term, we included options to extend or terminate the lease when it is reasonably certain that we will exercise that option.

On adoption, the Health System recognized lease liabilities and right-of-use assets of \$60,269,884, respectively.

The components of lease expense for the year ended June 30, 2020 are as follows:

*(in thousands of dollars)*

	<b>12 months ended June 30, 2020</b>
Operating lease cost	8,992
Variable and short term lease cost (a)	1,497
Total lease and rental expense	<u>10,489</u>
Finance lease cost:	
Depreciation of property under finance lease	2,454
Interest on debt of property under finance lease	524
Total finance lease cost	<u>2,978</u>

(a) Includes equipment, month-to-month and leases with a maturity of less than 12 months.



**Dartmouth-Hitchcock Health and Subsidiaries**  
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**June 30, 2020 and 2019**

Supplemental cash flow information related to leases for the year ended June 30, 2020 are as follows:

*(in thousands of dollars)*

**12 months ended  
June 30, 2020**

Cash paid for amounts included in the measurement of lease liabilities:

Operating cash flows from operating leases	8,755
Operating cash flows from finance leases	542
Financing cash flows from finance leases	2,429
	<u>\$ 11,726</u>

Supplemental balance sheet information related to leases as of June 30, 2020 are as follows:

*(in thousands of dollars)*

**12 months ended  
June 30, 2020**

**Operating Leases**

Right of use assets - operating leases	42,621
Accumulated amortization	(8,425)
Right of use assets - operating leases, net	<u>34,196</u>

Current portion of right of use obligations	9,194
Long-term right of use obligations, excluding current portion	25,308
Total operating lease liabilities	<u>34,502</u>

**Finance Leases**

Right of use assets - finance leases	26,076
Accumulated depreciation	(2,687)
Right of use assets - finance leases, net	<u>23,389</u>

Current portion of right of use obligations	2,581
Long-term right of use obligations, excluding current portion	21,148
Total finance lease liabilities	<u>23,729</u>

Weighted Average remaining lease term, years	
Operating leases	4.64
Finance leases	19.39

Weighted Average discount rate	
Operating leases	2.24%
Finance leases	2.22%

Included in the \$42.6 million of right-of-use assets obtained in exchange for operating lease obligations is \$5.6 million of new and modified operating leases entered into during the year ended June 30, 2020. Included in the \$26.1 million of right-of-use assets obtained in exchange for finance lease obligations is \$2.3 million of new and modified operating leases entered into during the year ended June 30, 2020.



**Dartmouth-Hitchcock Health and Subsidiaries**  
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Future maturities of lease liabilities as of June 30, 2020 are as follows:

<i>(in thousands of dollars)</i>	<u>Operating Leases</u>	<u>Finance Leases</u>
Year ending June 30:		
2021	9,852	3,314
2022	8,274	3,003
2023	6,836	2,718
2024	5,650	1,892
2025	3,023	1,109
Thereafter	2,794	17,339
Total lease payments	36,429	29,374
Less: Imputed interest	1,927	5,645
Total lease payments	<u>\$ 34,502</u>	<u>\$ 23,729</u>

Future minimum rental payments under lease commitments with a term of more than one year as of June 30, 2019, prior to our adoption of ASC 842 are as follows:

<i>(in thousands of dollars)</i>	<u>Capital Leases</u>	<u>Operating Leases</u>
Year ending June 30:		
2020	1,706	11,342
2021	1,467	10,469
2022	1,471	7,488
2023	1,494	6,303
2024	1,230	4,127
Thereafter	10,158	5,752
Total lease payments	<u>\$ 17,526</u>	<u>\$ 45,481</u>

The Health System's rental expense totaled approximately \$12,707,000 for the year ended June 30, 2019.

#### **17. COVID - 19**

In March 2020, the World Health Organization declared the COVID-19 outbreak a pandemic and the United States federal government declared COVID-19 a national emergency. The Health System quickly developed and implemented an emergency response to the situation to ensure the safety of its patients and staff across the System. A key decision was made to postpone elective and non-urgent care in mid-March. Several factors drove that decision, including efforts to reduce the spread of COVID-19; conservation of personal protective equipment ("PPE"), which was and remains in critically short supply worldwide; and at the urging of the CDC and U.S. Surgeon General who in March urged all hospitals to reduce the number of elective procedures and visits.

On March 27, 2020, the President of the United States signed into law the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") to provide economic assistance to a wide array of industries to ease the financial impact of COVID-19. As part of the CARES Act, the Centers for Medicare and Medicaid Services ("CMS") expanded its Accelerated and Advance Payment Program which allows participants to receive expedited payments during periods of national emergencies.



## **Dartmouth-Hitchcock Health and Subsidiaries**

### **Consolidated Notes to Financial Statements**

#### **June 30, 2020 and 2019**

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As of June 30, 2020, the Health System has received approximately \$88,877,000 in governmental assistance including funding under the CARES Act. This includes recognition of approximately \$88,725,000 of stimulus revenue recorded as a component of other operating revenue in the consolidated statements of operations and changes in net assets as a result of satisfying the conditions of general and targeted grant funding under the Provider Relief Fund established by the CARES Act. The Health System recognized revenue related to the CARES Act provider relief funding based on information contained in laws and regulations, as well as interpretations issued by the HHS, governing the funding that was publicly available as of June 30, 2020. The Health System recorded approximately \$239,500,000 attributable to the Medicare Accelerated and Advance Payment Program representing working capital financing to be repaid through the provision of future services. These funds are recorded as a contract liability as a payment received before performing services. This amount is reported as a component of estimated third party settlements in the consolidated balance sheet as of June 30, 2020. Subsequent to June 30, 2020, the Health System received additional stimulus funding attributable to a targeted distribution of approximately \$19,700,000 for Safety Net Hospitals and \$2,500,000 for a general distribution.

Additionally, the CARES Act provides for payroll tax relief, including employee retention tax credits and the deferral of all employer Social Security tax payments to help employers in the face of economic hardship related to the COVID-19 pandemic. As of June 30, 2020, the Health System deferred approximately \$13,727,000 attributable to the employer portion of Social Security taxes and \$2,600,000 of employee retention tax credits. D-HH Leadership has also taken advantage of additional Federal and State programs including the Payroll Tax Deferral, Employee Retention Credit, First Responder Support, Front-Line Employees Hazard Pay Grant Program and FEMA funding to help offset some of the incremental costs being incurred to provide comprehensive and safe care during the pandemic.

#### **18. Subsequent Events**

The Health System has assessed the impact of subsequent events through November 17, 2020, the date the audited consolidated financial statements were issued, and has concluded that there were no such events that require adjustment to the audited consolidated financial statements or disclosure in the notes to the audited consolidated financial statements other than as noted below.

#### **HHS Reporting Requirements for the CARES Act**

In September 2020 and October 2020, HHS issued new reporting requirements for the CARES Act provider relief funding. The new requirements first require Hospitals to identify healthcare-related expenses attributable to the COVID-19 pandemic that remain unreimbursed by another source. If those expenses do not exceed the provider relief funding received, Hospitals will need to demonstrate that the remaining provider relief funds were used to compensate for a negative variance in year over year patient service revenue. HHS is entitled to recoup Provider Relief Funding in excess of the sum of expenses attributable to the COVID-19 pandemic that remain unreimbursed by another source and the decline in calendar year over year patient care revenue. Due to these new reporting requirements there is at least a reasonable possibility that amounts recorded under the CARES Act provider relief fund by the Health System may change in future periods.



## **Dartmouth-Hitchcock Health and Subsidiaries**

### **Consolidated Notes to Financial Statements**

#### **June 30, 2020 and 2019**

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#### **Medicare and Medicaid Services ("CMS") expanded Accelerated and Advance Payment Program**

In October 2020, new regulations were issued to revise the recoupment start date from August 2020 to April 2021.

#### **Note Payable Amendment**

In October 2020, the note payable issued to TD Bank in May 2020 was amended. Under the amended terms, the interest on the note payable is fixed at a rate of 2.56%, and matures in 2035. Repayment terms are semi-annual, interest only through July 2024, with annual principal payments to begin August 2024. The obligation can be satisfied at any time beforehand, without penalty.



## **Consolidating Supplemental Information – Unaudited**



# Dartmouth-Hitchcock Health and Subsidiaries

## Consolidating Balance Sheets

### June 30, 2020

(in thousands of dollars)	Dartmouth-Hitchcock Health	Dartmouth-Hitchcock	Cheshire Medical Center	Alice Peck Day Memorial	New London Hospital Association	MT. Ascutney Hospital and Health Center	Eliminations	DH Obligated Group Subtotal	All Other Non-Oblig Group Affiliates	Eliminations	Health System Consolidated
<b>Assets</b>											
Current assets											
Cash and cash equivalents	\$ 108,856	\$ 217,352	\$ 43,940	\$ 26,079	\$ 22,874	\$ 14,377	\$ -	\$ 433,478	\$ 19,745	\$ -	\$ 453,223
Patient accounts receivable, net	-	146,886	11,413	8,634	10,200	4,367	-	181,500	2,319	-	183,819
Prepaid expenses and other current assets	25,243	179,432	37,538	3,808	6,105	1,715	(82,822)	171,019	(8,870)	(243)	161,906
Total current assets	134,099	543,670	92,891	38,521	39,179	20,459	(82,822)	785,997	13,194	(243)	798,948
Assets limited as to use	344,737	927,207	19,376	13,044	12,768	12,090	(235,568)	1,093,654	40,872	-	1,134,526
Notes receivable, related party	848,250	593	-	1,211	-	-	(848,843)	1,211	(1,211)	-	-
Other investments for restricted activities	-	98,490	6,970	97	3,077	6,266	-	114,900	25,680	-	140,580
Property, plant, and equipment, net	8	466,938	64,803	20,805	43,612	16,823	-	612,989	30,597	-	643,586
Right of use assets	1,542	32,714	1,822	17,574	621	3,221	-	57,494	91	-	57,585
Other assets	2,242	122,481	1,299	14,748	5,482	4,603	(10,971)	139,884	(2,546)	-	137,338
Total assets	\$ 1,330,878	\$ 2,192,093	\$ 187,161	\$ 106,000	\$ 104,739	\$ 63,462	\$ (1,178,204)	\$ 2,806,129	\$ 106,677	\$ (243)	\$ 2,912,563
<b>Liabilities and Net Assets</b>											
Current liabilities											
Current portion of long-term debt	\$ -	\$ 7,380	\$ 865	\$ 747	\$ 147	\$ 232	\$ -	\$ 9,371	\$ 96	\$ -	\$ 9,467
Current portion of right of use obligations	338	8,752	420	1,316	259	631	-	11,716	59	-	11,775
Current portion of liability for pension and other postretirement plan benefits	-	3,468	-	-	-	-	-	3,468	-	-	3,468
Accounts payable and accrued expenses	272,764	126,283	39,845	3,087	4,250	3,406	(318,391)	131,244	(1,985)	(243)	129,016
Accrued compensation and related benefits	-	122,392	7,732	3,570	3,875	3,582	-	141,151	1,840	-	142,991
Estimated third-party settlements	-	210,144	34,664	25,421	24,667	6,430	-	301,326	1,199	-	302,525
Total current liabilities	273,102	478,419	83,526	34,141	33,198	14,281	(318,391)	598,276	1,209	(243)	599,242
Notes payable, related party	-	814,525	-	-	27,718	8,600	(848,843)	-	-	-	-
Long-term debt, excluding current portion	1,050,694	37,373	23,617	24,312	147	10,595	(10,970)	1,135,768	2,762	-	1,138,530
Right of use obligations, excluding current portion	1,203	24,290	1,432	16,429	368	2,698	-	46,420	36	-	46,456
Insurance deposits and related liabilities	-	75,697	475	325	388	220	-	77,105	41	-	77,146
Liability for pension and other postretirement plan benefits, excluding current portion	-	301,907	21,840	-	-	511	-	324,258	(1)	-	324,257
Other liabilities	-	117,631	1,506	384	2,026	-	-	121,547	22,131	-	143,678
Total liabilities	1,324,999	1,849,842	132,396	75,591	63,845	34,905	(1,178,204)	2,303,374	28,178	(243)	2,329,309
<b>Commitments and contingencies</b>											
<b>Net assets</b>											
Net assets without donor restrictions	5,524	242,824	47,729	29,464	36,158	21,247	-	382,946	48,040	40	431,026
Net assets with donor restrictions	355	99,427	7,036	945	4,736	7,310	-	119,809	32,459	(40)	152,228
Total net assets	5,879	342,251	54,765	30,409	40,894	28,557	-	502,755	80,499	-	583,254
Total liabilities and net assets	\$ 1,330,878	\$ 2,192,093	\$ 187,161	\$ 106,000	\$ 104,739	\$ 63,462	\$ (1,178,204)	\$ 2,806,129	\$ 106,677	\$ (243)	\$ 2,912,563



# Dartmouth-Hitchcock Health and Subsidiaries

## Consolidating Balance Sheets

### June 30, 2020

<i>(in thousands of dollars)</i>	D-HH and Other Subsidiaries	D-H and Subsidiaries	Cheshire and Subsidiaries	NLH and Subsidiaries	MAHHC and Subsidiaries	APD and Subsidiaries	VNH and Subsidiaries	Eliminations	Health System Consolidated
<b>Assets</b>									
<b>Current assets</b>									
Cash and cash equivalents	\$ 108,856	\$ 218,295	\$ 47,642	\$ 22,874	\$ 14,568	\$ 34,072	\$ 6,916	\$ -	\$ 453,223
Patient accounts receivable, net	-	146,887	11,413	10,200	4,439	8,634	2,246	-	183,819
Prepaid expenses and other current assets	25,243	180,137	27,607	6,105	1,737	2,986	1,156	(83,065)	161,906
Total current assets	134,099	545,319	86,662	39,179	20,744	45,692	10,318	(83,065)	798,948
Assets limited as to use	344,737	946,938	18,001	12,768	13,240	13,044	21,366	(235,568)	1,134,528
Notes receivable, related party	848,250	593	-	-	-	-	-	(848,843)	-
Other investments for restricted activities	-	105,869	25,272	3,077	6,265	97	-	-	140,580
Property, plant, and equipment, net	8	469,613	68,374	43,612	18,432	40,126	3,421	-	643,586
Right of use assets	1,542	32,714	1,822	621	3,220	17,574	82	-	57,585
Other assets	2,242	122,647	7,429	5,482	2,152	8,199	158	(10,971)	137,338
Total assets	\$ 1,330,878	\$ 2,223,693	\$ 207,560	\$ 104,739	\$ 64,053	\$ 124,732	\$ 35,355	\$ (1,178,447)	\$ 2,912,563
<b>Liabilities and Net Assets</b>									
<b>Current liabilities</b>									
Current portion of long-term debt	\$ -	\$ 7,380	\$ 865	\$ 147	\$ 257	\$ 747	\$ 71	\$ -	\$ 9,467
Current portion of right of use obligations	338	8,752	420	259	631	1,316	59	-	11,775
Current portion of liability for pension and other postretirement plan benefits	-	3,468	-	-	-	-	-	-	3,468
Accounts payable and accrued expenses	272,762	126,684	35,117	4,251	3,517	3,528	1,791	(318,634)	129,016
Accrued compensation and related benefits	-	122,392	7,732	3,875	3,626	3,883	1,483	-	142,991
Estimated third-party settlements	-	210,143	34,664	24,667	6,430	25,421	1,200	-	302,525
Total current liabilities	273,100	478,819	78,798	33,199	14,461	34,895	4,604	(318,634)	599,242
Notes payable, related party	-	814,525	-	27,718	6,600	-	-	(848,843)	-
Long-term debt, excluding current portion	1,050,694	37,373	23,618	147	10,867	24,312	2,489	(10,970)	1,138,530
Right of use obligations, excluding current portion	1,203	24,290	1,433	368	2,700	16,429	33	-	46,456
Insurance deposits and related liabilities	-	75,697	475	388	222	325	39	-	77,146
Liability for pension and other postretirement plan benefits, excluding current portion	-	301,907	21,840	-	510	-	-	-	324,257
Other liabilities	-	117,631	1,506	2,026	-	22,515	-	-	143,678
Total liabilities	1,324,997	1,850,242	127,670	63,846	35,360	98,476	7,165	(1,178,447)	2,329,309
<b>Commitments and contingencies</b>									
<b>Net assets</b>									
Net assets without donor restrictions	5,526	266,327	48,549	36,158	21,385	24,881	28,160	40	431,026
Net assets with donor restrictions	355	107,124	31,341	4,735	7,308	1,375	30	(40)	152,228
Total net assets	5,881	373,451	79,890	40,893	28,693	26,256	28,190	-	583,254
Total liabilities and net assets	\$ 1,330,878	\$ 2,223,693	\$ 207,560	\$ 104,739	\$ 64,053	\$ 124,732	\$ 35,355	\$ (1,178,447)	\$ 2,912,563



# Dartmouth-Hitchcock Health and Subsidiaries

## Consolidating Balance Sheets

### June 30, 2019

<i>(in thousands of dollars)</i>	Dartmouth-Hitchcock Health	Dartmouth-Hitchcock	Cheshire Medical Center	Alice Peck Day Memorial	New London Hospital Association	Mt. Ascutney Hospital and Health Center	Eliminations	DH Obligated Group Subtotal	All Other Non-Oblig Group Affiliates	Eliminations	Health System Consolidated
<b>Assets</b>											
<b>Current assets</b>											
Cash and cash equivalents	\$ 42,456	\$ 47,485	\$ 9,411	\$ 7,066	\$ 10,462	\$ 8,372	\$ -	\$ 125,232	\$ 18,355	\$ -	\$ 143,587
Patient accounts receivable, net	-	180,938	15,880	7,279	8,960	5,010	-	218,067	3,058	-	221,125
Prepaid expenses and other current assets	14,178	139,034	8,563	2,401	5,567	1,423	(74,083)	97,083	1,421	(3,009)	95,495
<b>Total current assets</b>	<b>56,634</b>	<b>367,437</b>	<b>33,854</b>	<b>16,746</b>	<b>24,889</b>	<b>14,805</b>	<b>(74,083)</b>	<b>440,382</b>	<b>22,834</b>	<b>(3,009)</b>	<b>460,207</b>
<b>Assets limited as to use</b>	<b>92,802</b>	<b>688,485</b>	<b>18,759</b>	<b>12,684</b>	<b>12,427</b>	<b>11,619</b>	<b>-</b>	<b>836,576</b>	<b>39,673</b>	<b>-</b>	<b>876,249</b>
Notes receivable, related party	553,484	752	-	1,406	-	-	(554,236)	1,406	(1,406)	-	-
Other investments for restricted activities	-	91,882	6,970	31	2,973	6,323	-	108,179	25,940	-	134,119
Property, plant, and equipment, net	22	432,277	67,147	30,945	41,946	17,797	-	590,134	31,122	-	621,258
Right of use assets	-	-	-	-	-	-	-	-	-	-	-
Other assets	3,518	108,208	1,279	15,019	6,042	4,388	(10,970)	127,484	(3,013)	-	124,471
<b>Total assets</b>	<b>\$ 706,260</b>	<b>\$ 1,689,041</b>	<b>\$ 128,009</b>	<b>\$ 76,831</b>	<b>\$ 88,377</b>	<b>\$ 54,932</b>	<b>\$ (639,289)</b>	<b>\$ 2,104,161</b>	<b>\$ 115,150</b>	<b>\$ (3,009)</b>	<b>\$ 2,216,302</b>
<b>Liabilities and Net Assets</b>											
<b>Current liabilities</b>											
Current portion of long-term debt	\$ -	\$ 8,228	\$ 830	\$ 954	\$ 547	\$ 262	\$ -	\$ 10,819	\$ 95	\$ -	\$ 10,914
Current portion of right of use obligations	-	-	-	-	-	-	-	-	-	-	-
Current portion of liability for pension and other postretirement plan benefits	-	3,468	-	-	-	-	-	3,468	-	-	3,468
Accounts payable and accrued expenses	55,499	99,884	15,620	6,299	3,876	2,776	(74,083)	109,873	6,953	(3,009)	113,817
Accrued compensation and related benefits	-	110,639	5,851	3,694	2,313	4,270	-	126,767	1,641	-	128,408
Estimated third-party settlements	-	26,405	103	1,290	10,851	2,021	-	41,570	-	-	41,570
<b>Total current liabilities</b>	<b>55,499</b>	<b>248,622</b>	<b>22,404</b>	<b>12,237</b>	<b>17,589</b>	<b>10,229</b>	<b>(74,083)</b>	<b>292,497</b>	<b>6,689</b>	<b>(3,009)</b>	<b>295,177</b>
Notes payable, related party	-	526,202	-	-	28,034	-	(554,236)	-	-	-	-
Long-term debt, excluding current portion	643,257	44,820	24,503	35,604	643	11,465	(10,970)	749,322	2,658	-	752,180
Right of use obligations, excluding current portion	-	-	-	-	-	-	-	-	-	-	-
Insurance deposits and related liabilities	-	56,786	440	513	388	240	-	58,367	40	-	58,407
Liability for pension and other postretirement plan benefits, excluding current portion	-	266,427	10,282	-	-	4,320	-	281,009	-	-	281,009
Other liabilities	-	98,201	1,104	28	1,585	-	-	100,918	23,218	-	124,136
<b>Total liabilities</b>	<b>698,756</b>	<b>1,241,058</b>	<b>58,713</b>	<b>48,382</b>	<b>48,239</b>	<b>26,254</b>	<b>(639,289)</b>	<b>1,482,113</b>	<b>34,805</b>	<b>(3,009)</b>	<b>1,513,909</b>
<b>Commitments and contingencies</b>											
<b>Net assets</b>											
Net assets without donor restrictions	7,486	356,880	83,051	27,853	35,518	21,242	-	511,830	48,063	40	559,933
Net assets with donor restrictions	18	91,103	6,245	796	4,620	7,436	-	110,218	32,282	(40)	142,460
<b>Total net assets</b>	<b>7,504</b>	<b>447,983</b>	<b>89,296</b>	<b>28,449</b>	<b>40,138</b>	<b>28,678</b>	<b>-</b>	<b>622,048</b>	<b>80,345</b>	<b>-</b>	<b>702,393</b>
<b>Total liabilities and net assets</b>	<b>\$ 706,260</b>	<b>\$ 1,689,041</b>	<b>\$ 128,009</b>	<b>\$ 76,831</b>	<b>\$ 88,377</b>	<b>\$ 54,932</b>	<b>\$ (639,289)</b>	<b>\$ 2,104,161</b>	<b>\$ 115,150</b>	<b>\$ (3,009)</b>	<b>\$ 2,216,302</b>



# Dartmouth-Hitchcock Health and Subsidiaries

## Consolidating Balance Sheets

### June 30, 2019

<i>(in thousands of dollars)</i>	D-HH and Other Subsidiaries	D-H and Subsidiaries	Cheshire and Subsidiaries	NLH and Subsidiaries	MAHHC and Subsidiaries	APD	VNH and Subsidiaries	Eliminations	Health System Consolidated
<b>Assets</b>									
<b>Current assets</b>									
Cash and cash equivalents	\$ 42,456	\$ 48,052	\$ 11,952	\$ 11,120	\$ 8,549	\$ 15,772	\$ 5,686	\$ -	\$ 143,587
Patient accounts receivable, net	-	180,938	15,880	8,960	5,060	7,280	3,007	-	221,125
Prepaid expenses and other current assets	14,178	139,832	9,460	5,567	1,401	1,678	471	(77,092)	95,495
<b>Total current assets</b>	<b>56,634</b>	<b>368,822</b>	<b>37,292</b>	<b>25,647</b>	<b>15,010</b>	<b>24,730</b>	<b>9,164</b>	<b>(77,092)</b>	<b>460,207</b>
<b>Assets limited as to use</b>									
Notes receivable, related party	92,602	707,597	17,383	12,427	12,738	12,685	20,817	-	876,249
Other investments for restricted activities	553,484	752	-	-	-	-	-	(554,236)	-
Property, plant, and equipment, net	-	99,807	24,985	2,973	6,323	31	-	-	134,119
Right of use assets	22	434,953	70,846	42,423	19,435	50,338	3,239	-	621,256
Other assets	-	-	-	-	-	-	-	-	-
<b>Total assets</b>	<b>\$ 706,260</b>	<b>\$ 1,720,297</b>	<b>\$ 157,894</b>	<b>\$ 88,946</b>	<b>\$ 55,437</b>	<b>\$ 96,472</b>	<b>\$ 33,294</b>	<b>\$ (642,298)</b>	<b>\$ 2,216,302</b>
<b>Liabilities and Net Assets</b>									
<b>Current liabilities</b>									
Current portion of long-term debt	\$ -	\$ 8,226	\$ 830	\$ 547	\$ 288	\$ 954	\$ 69	\$ -	\$ 10,914
Current portion of right of use obligations	-	-	-	-	-	-	-	-	-
Current portion of liability for pension and other postretirement plan benefits	-	3,468	-	-	-	-	-	-	3,468
Accounts payable and accrued expenses	55,499	100,441	19,356	3,879	2,856	6,704	2,174	(77,092)	113,817
Accrued compensation and related benefits	-	110,639	5,851	2,313	4,314	4,182	1,099	-	128,408
Estimated third-party settlements	-	26,405	103	10,851	2,921	1,290	-	-	41,570
<b>Total current liabilities</b>	<b>55,499</b>	<b>249,179</b>	<b>26,140</b>	<b>17,590</b>	<b>10,379</b>	<b>13,140</b>	<b>3,342</b>	<b>(77,092)</b>	<b>298,177</b>
Notes payable, related party	-	526,202	-	28,034	-	-	-	(554,236)	-
Long-term debt, excluding current portion	643,257	44,820	24,503	643	11,763	35,604	2,560	(10,970)	752,180
Right of use obligations, excluding current portion	-	-	-	-	-	-	-	-	-
Insurance deposits and related liabilities	-	56,786	440	388	240	513	40	-	58,407
Liability for pension and other postretirement plan benefits, excluding current portion	-	266,427	10,262	-	4,320	-	-	-	281,009
Other liabilities	-	98,201	1,115	1,585	-	23,235	-	-	124,136
<b>Total liabilities</b>	<b>698,756</b>	<b>1,241,815</b>	<b>62,460</b>	<b>48,240</b>	<b>26,702</b>	<b>72,492</b>	<b>5,942</b>	<b>(642,298)</b>	<b>1,513,909</b>
<b>Commitments and contingencies</b>									
<b>Net assets</b>									
Net assets without donor restrictions	7,486	379,498	65,873	38,087	21,300	22,327	27,322	40	559,933
Net assets with donor restrictions	18	99,184	29,561	4,619	7,435	1,653	30	(40)	142,460
<b>Total net assets</b>	<b>7,504</b>	<b>478,682</b>	<b>95,434</b>	<b>40,706</b>	<b>28,735</b>	<b>23,980</b>	<b>27,352</b>	<b>-</b>	<b>702,393</b>
<b>Total liabilities and net assets</b>	<b>\$ 706,260</b>	<b>\$ 1,720,297</b>	<b>\$ 157,894</b>	<b>\$ 88,946</b>	<b>\$ 55,437</b>	<b>\$ 96,472</b>	<b>\$ 33,294</b>	<b>\$ (642,298)</b>	<b>\$ 2,216,302</b>



# **Dartmouth-Hitchcock Health and Subsidiaries** **Consolidating Statements of Operations and Changes in Net Assets without Donor Restrictions** **Year Ended June 30, 2020**

<i>(in thousands of dollars)</i>	Dartmouth-Hitchcock Health	Dartmouth-Hitchcock	Cheshire Medical Center	Alice Peck Day Memorial	New London Hospital Association	Mt. Ascutney Hospital and Health Center	Eliminations	DH Obligated Group Subtotal	All Other Non-Oblig Group Affiliates	Eliminations	Health System Consolidated
Operating revenue and other support											
Patient service revenue	\$ -	\$ 1,490,516	\$ 207,416	\$ 65,496	\$ 53,943	\$ 41,349	\$ -	\$ 1,858,720	\$ 21,305	\$ -	\$ 1,880,025
Contracted revenue	5,369	114,906	400	-	10	7,427	(54,543)	73,569	498	(39)	74,028
Other operating revenue	26,349	321,028	16,405	7,179	10,185	7,847	(28,972)	360,022	15,128	(528)	374,622
Net assets released from restrictions	409	13,013	1,315	162	160	84	-	15,143	1,117	-	16,260
Total operating revenue and other support	32,127	1,939,463	225,537	72,837	64,298	58,707	(83,515)	2,307,454	38,048	(567)	2,344,935
Operating expenses											
Salaries	-	847,275	115,777	37,586	33,073	27,600	(34,706)	1,126,615	17,007	1,201	1,144,823
Employee benefits	-	227,138	26,979	8,214	8,741	6,344	(4,864)	268,552	4,009	311	272,872
Medications and medical supplies	-	401,165	36,313	8,390	5,140	2,944	-	453,952	1,429	-	455,381
Purchased services and other	13,615	284,714	31,864	11,639	14,311	13,351	(20,942)	348,552	13,943	(1,999)	360,496
Medicaid enhancement tax	-	59,708	8,476	3,226	2,853	1,747	-	76,010	-	-	76,010
Depreciation and amortization	14	71,108	9,351	3,361	3,601	2,475	-	89,910	2,254	-	92,164
Interest	25,780	23,431	953	906	1,097	252	(25,412)	27,007	315	-	27,322
Total operating expenses	39,409	2,014,539	229,713	71,332	66,816	54,713	(85,924)	2,390,598	38,957	(487)	2,429,068
Operating (loss) margin	(7,282)	(75,076)	(4,176)	1,505	(2,518)	1,994	2,409	(83,144)	(909)	(80)	(84,133)
Non-operating gains (losses)											
Investment income (losses), net	4,877	18,522	714	292	359	433	(198)	24,999	2,048	-	27,047
Other components of net periodic pension and post retirement benefit income	-	8,793	1,883	-	-	134	-	10,810	-	-	10,810
Other (losses) income, net	(3,832)	(1,077)	(569)	(205)	544	4,317	(2,211)	(3,133)	346	80	(2,707)
Total non-operating gains (losses), net	945	26,238	2,028	87	903	4,884	(2,409)	32,676	2,394	80	35,150
(Deficiency) excess of revenue over expenses	(6,337)	(48,838)	(2,148)	1,592	(1,615)	6,878	-	(50,468)	1,485	-	(48,983)
Net assets without donor restrictions											
Net assets released from restrictions for capital	-	564	179	-	344	300	-	1,387	27	-	1,414
Change in funded status of pension and other postretirement benefits	-	(58,513)	(13,321)	-	-	(7,188)	-	(79,022)	-	-	(79,022)
Net assets transferred to (from) affiliates	4,375	(7,269)	(32)	219	1,911	15	-	(781)	781	-	-
Other changes in net assets	-	-	-	-	-	-	-	-	(2,316)	-	(2,316)
Increase in net assets without donor restrictions	\$ (1,962)	\$ (114,056)	\$ (15,322)	\$ 1,811	\$ 640	\$ 5	\$ -	\$ (128,884)	\$ (23)	\$ -	\$ (128,907)



**Dartmouth-Hitchcock Health and Subsidiaries**  
**Consolidating Statements of Operations and Changes in Net Assets without Donor Restrictions**  
**Year Ended June 30, 2020**

<i>(in thousands of dollars)</i>	D-HH and Other Subsidiaries	D-H and Subsidiaries	Cheshire and Subsidiaries	NLH and Subsidiaries	MAHHC and Subsidiaries	APD and Subsidiaries	VNH and Subsidiaries	Eliminations	Health System Consolidated
<b>Operating revenue and other support</b>									
Patient service revenue	\$ -	\$ 1,490,516	\$ 207,416	\$ 53,943	\$ 41,348	\$ 65,496	\$ 21,306	\$ -	\$ 1,880,025
Contracted revenue	5,369	115,403	400	10	7,427	-	-	(54,581)	74,028
Other operating revenue	26,349	323,151	16,472	10,185	9,482	16,726	1,757	(29,500)	374,622
Net assets released from restrictions	409	13,660	1,335	160	83	613	-	-	16,260
Total operating revenue and other support	32,127	1,942,730	225,623	64,298	58,340	82,835	23,063	(84,081)	2,344,935
<b>Operating expenses</b>									
Salaries	-	947,275	115,809	33,073	28,477	41,085	12,608	(33,504)	1,144,823
Employee benefits	-	227,138	26,988	6,741	6,517	7,123	2,918	(4,553)	272,872
Medications and medical supplies	-	401,165	36,313	5,140	2,941	8,401	1,421	-	455,381
Purchased services and other	13,615	287,948	32,099	14,311	13,767	14,589	7,108	(22,941)	360,496
Medicaid enhancement tax	-	59,708	8,476	2,853	1,747	3,226	-	-	76,010
Depreciation and amortization	14	71,109	9,480	3,601	2,596	5,004	360	-	92,164
Interest	25,780	23,431	953	1,097	252	1,159	62	(25,412)	27,322
Total operating expenses	39,409	2,017,774	230,118	66,816	56,297	80,587	24,477	(86,410)	2,429,068
Operating (loss) margin	(7,282)	(75,044)	(4,495)	(2,518)	2,043	2,248	(1,414)	2,329	(84,133)
<b>Non-operating gains (losses)</b>									
Investment income (losses), net	4,877	19,361	1,305	359	463	292	588	(198)	27,047
Other components of net periodic pension and post retirement benefit income	-	8,793	1,883	-	134	-	-	-	10,810
Other (losses) income, net	(3,932)	(1,077)	(569)	(25)	4,318	(205)	914	(2,131)	(2,707)
Total non-operating gains (losses), net	945	27,077	2,619	334	4,915	87	1,502	(2,329)	35,150
(Deficiency) excess of revenue over expenses	(6,337)	(47,967)	(1,876)	(2,184)	6,958	2,335	88	-	(48,983)
<b>Net assets without donor restrictions</b>									
Net assets released from restrictions for capital	-	591	179	344	300	-	-	-	1,414
Change in funded status of pension and other postretirement benefits	-	(58,513)	(13,321)	-	(7,188)	-	-	-	(79,022)
Net assets transferred to (from) affiliates	4,377	(7,282)	10	1,911	15	219	750	-	-
Other changes in net assets	-	-	(2,316)	-	-	-	-	-	(2,316)
Increase in net assets without donor restrictions	\$ (1,960)	\$ (113,171)	\$ (17,324)	\$ 71	\$ 85	\$ 2,554	\$ 838	\$ -	\$ (128,907)



# **Dartmouth-Hitchcock Health and Subsidiaries** **Consolidating Statements of Operations and Changes in Net Assets without Donor Restrictions** **Year Ended June 30, 2019**

<i>(in thousands of dollars)</i>	Dartmouth-Hitchcock Health	Dartmouth-Hitchcock	Cheshire Medical Center	Alice Peck Day Memorial	New London Hospital Association	Mt. Ascutney Hospital and Health Center	Eliminations	DH Obligated Group Subtotal	All Other Non-Oblig Group Affiliates	Eliminations	Health System Consolidated
Operating revenue and other support											
Patient service revenue	\$ -	\$ 1,580,552	\$ 220,255	\$ 69,794	\$ 60,166	\$ 46,029	\$ -	\$ 1,976,796	\$ 22,527	\$ -	\$ 1,999,323
Contracted revenue	5,011	109,051	355	-	-	5,902	(46,100)	74,219	790	8	75,017
Other operating revenue	21,128	186,852	3,407	1,748	4,261	2,289	(22,076)	197,609	13,386	(297)	210,698
Net assets released from restrictions	369	11,558	732	137	177	24	-	12,995	1,110	-	14,105
Total operating revenue and other support	26,508	1,888,011	224,749	71,679	64,604	54,244	(68,176)	2,261,619	37,813	(289)	2,299,143
Operating expenses											
Salaries	-	868,311	107,671	37,297	30,549	26,514	(24,682)	1,045,660	15,785	1,106	1,062,551
Employee benefits	-	217,623	25,983	6,454	5,434	7,152	(3,763)	258,883	3,642	287	262,812
Medications and medical supplies	-	354,201	34,331	8,634	6,298	3,032	-	406,496	1,379	-	407,875
Purchased services and other	11,366	242,106	35,088	15,308	13,528	13,950	(21,176)	310,170	14,887	(1,622)	323,435
Medicaid enhancement tax	-	54,954	8,005	3,062	2,264	1,776	-	70,061	-	-	70,061
Depreciation and amortization	14	69,343	7,977	2,305	3,915	2,360	-	85,914	2,500	-	88,414
Interest	20,677	21,585	1,053	1,169	1,119	228	(20,850)	24,981	533	-	25,514
Total operating expenses	32,057	1,828,123	220,108	74,229	63,107	55,012	(70,471)	2,202,165	38,726	(229)	2,240,662
Operating margin (loss)	(5,549)	59,888	4,641	(2,550)	1,497	(768)	2,295	59,454	(913)	(60)	58,481
Non-operating gains (losses)											
Investment income (losses), net	3,929	32,193	227	469	834	623	(198)	38,077	1,975	-	40,052
Other components of net periodic pension and post retirement benefit income	-	9,277	1,758	-	-	186	-	11,221	-	-	11,221
Other (losses) income, net	(3,784)	1,586	(187)	30	(240)	279	(2,097)	(4,413)	791	60	(3,562)
Loss on early extinguishment of debt	-	-	-	(87)	-	-	-	(87)	-	-	(87)
Total non-operating gains (losses), net	145	43,056	1,798	412	594	1,088	(2,295)	44,798	2,766	60	47,624
(Deficiency) excess of revenue over expenses	(5,404)	102,944	6,439	(2,138)	2,091	320	-	104,252	1,853	-	106,105
Net assets without donor restrictions											
Net assets released from restrictions for capital	-	419	565	-	402	318	-	1,704	65	-	1,769
Change in funded status of pension and other postretirement benefits	-	(65,005)	(7,720)	-	-	682	-	(72,043)	-	-	(72,043)
Net assets transferred to (from) affiliates	10,477	(16,360)	1,939	8,760	128	110	-	5,054	(5,054)	-	-
Increase in net assets without donor restrictions	\$ 5,073	\$ 21,998	\$ 1,223	\$ 6,622	\$ 2,621	\$ 1,430	\$ -	\$ 38,967	\$ (3,136)	\$ -	\$ 35,831



**Dartmouth-Hitchcock Health and Subsidiaries**  
**Consolidating Statements of Operations and Changes in Net Assets without Donor Restrictions**  
**Year Ended June 30, 2019**

<i>(in thousands of dollars)</i>	D-HH and Other Subsidiaries	D-H and Subsidiaries	Cheshire and Subsidiaries	NLH and Subsidiaries	MAHHC and Subsidiaries	APD	VNH and Subsidiaries	Eliminations	Health System Consolidated
<b>Operating revenue and other support</b>									
Patient service revenue	\$ -	\$ 1,580,552	\$ 220,254	\$ 60,166	\$ 46,029	\$ 69,794	\$ 22,528	\$ -	\$ 1,999,323
Contracted revenue	5,010	109,842	355	-	5,902	-	-	(46,092)	75,017
Other operating revenue	21,128	188,775	3,549	4,260	3,868	10,951	540	(22,373)	210,698
Net assets released from restrictions	371	12,637	732	177	26	162	-	-	14,105
<b>Total operating revenue and other support</b>	<b>26,509</b>	<b>1,891,806</b>	<b>224,890</b>	<b>64,603</b>	<b>55,825</b>	<b>80,907</b>	<b>23,068</b>	<b>(68,465)</b>	<b>2,299,143</b>
<b>Operating expenses</b>									
Salaries	-	868,311	107,706	30,549	27,319	40,731	11,511	(23,576)	1,062,551
Employee benefits	-	217,623	25,993	5,434	7,319	7,218	2,701	(3,476)	262,812
Medications and medical supplies	-	354,201	34,331	6,298	3,035	8,639	1,371	-	407,875
Purchased services and other	11,366	246,101	35,396	13,390	14,371	18,172	7,437	(22,798)	323,435
Medicaid enhancement tax	-	54,954	8,005	2,264	1,776	3,062	-	-	70,061
Depreciation and amortization	14	69,343	8,125	3,920	2,478	4,194	340	-	88,414
Interest	20,678	21,585	1,054	1,119	228	1,637	63	(20,850)	25,514
<b>Total operating expenses</b>	<b>32,058</b>	<b>1,832,118</b>	<b>220,610</b>	<b>62,974</b>	<b>56,526</b>	<b>83,653</b>	<b>23,423</b>	<b>(70,700)</b>	<b>2,240,662</b>
<b>Operating (loss) margin</b>	<b>(5,549)</b>	<b>59,688</b>	<b>4,280</b>	<b>1,629</b>	<b>(701)</b>	<b>(2,746)</b>	<b>(355)</b>	<b>2,235</b>	<b>58,481</b>
<b>Non-operating gains (losses)</b>									
Investment income (losses), net	3,929	33,310	129	785	645	469	983	(198)	40,052
Other components of net periodic pension and post retirement benefit income	-	9,277	1,758	-	186	-	-	-	11,221
Other (losses) income, net	(3,784)	1,586	(171)	(240)	288	31	765	(2,037)	(3,562)
Loss on early extinguishment of debt	-	-	-	-	-	(87)	-	-	(87)
<b>Total non-operating gains (losses), net</b>	<b>145</b>	<b>44,173</b>	<b>1,716</b>	<b>545</b>	<b>1,119</b>	<b>413</b>	<b>1,748</b>	<b>(2,235)</b>	<b>47,624</b>
<b>(Deficiency) excess of revenue over expenses</b>	<b>(5,404)</b>	<b>103,861</b>	<b>5,996</b>	<b>2,174</b>	<b>418</b>	<b>(2,333)</b>	<b>1,393</b>	<b>-</b>	<b>106,105</b>
<b>Net assets without donor restrictions</b>									
Net assets released from restrictions for capital	-	484	565	402	318	-	-	-	1,769
Change in funded status of pension and other postretirement benefits	-	(65,005)	(7,720)	-	682	-	-	-	(72,043)
Net assets transferred to (from) affiliates	10,477	(16,360)	1,963	128	118	3,629	45	-	-
<b>Increase (decrease) in net assets without donor restrictions</b>	<b>\$ 5,073</b>	<b>\$ 22,980</b>	<b>\$ 804</b>	<b>\$ 2,704</b>	<b>\$ 1,536</b>	<b>\$ 1,296</b>	<b>\$ 1,438</b>	<b>\$ -</b>	<b>\$ 35,831</b>



**Dartmouth-Hitchcock Health and Subsidiaries**  
**Note to Supplemental Consolidating Information**  
**June 30, 2020 and 2019**

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**1. Basis of Presentation**

The accompanying supplemental consolidating information includes the consolidating balance sheet and the consolidating statement of operations and changes in net assets without donor restrictions of D-HH and its subsidiaries. All intercompany accounts and transactions between D-HH and its subsidiaries have been eliminated. The consolidating information presented is prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America consistent with the consolidated financial statements. The consolidating information is presented for purposes of additional analysis of the consolidated financial statements and is not required as part of the basic financial statements.



**Cheshire Medical Center Board - 2021**

<b>LastName</b>	<b>FirstName</b>	<b>MiddleName</b>
Abert	Susan	
Bahl	Ashok	
Bodin	Mark	G
Caruso	Don	
Cotter	Elizabeth	B
Duckett	Barbara	R
Fabian	Claire	
Gavin	Mark	
Hansen	Harold	R
Holmes	Cherie	
Houder	Nathalie	
Kapiloff	Michael	
LeBlanc	Stephen	J
Lovins	Rachel	
Mitchell	Robert	
Padin	Maria	
Tremblay	Andrew	
Waters	Michael	J



**David H. Burrows**

~~1 Old Greenfield Rd~~

~~Summington, NH 03442~~

~~Phone: 603-547-0969~~

~~Alt. Phone: 603-537-3401~~

~~perbel@psa@outlook.com~~

## Objective

Contribute to the success of an enterprise involved in compassionate solutions to compelling challenges

## Ability Summary

Dedicated, driven, with wide range of training and experience in many areas of recovery from substance use disorder and behavioral health.

## Occupational Licenses & Certificates

Certification Title	Issuing Organization	Completion Date
Recovery Coach Academy	CCAR	01/2016
Ethical Considerations of Recovery Coaching	CCAR	01/2016
Suicide Postvention	Southern New Hampshire Area Health Education Center	06/2016
Roles for Peers Providing Recovery Support	NH Center for Excellence	01/2017
Telephone Recovery Support	NH Center for Excellence	03/2017
Prevention Ethics	NH Training Institute on Addictive Disorders	04/2017
Supervising a peer recovery workforce	NH Training Institute on Addictive Disorders	04/2017
Motivational Interviewing Basic	NH Training Institute on Addictive Disorders	06/2017
Creative Outreach to Increase Recruitment for PRSS	NH Center for Excellence	12/2017
Recovery Coaching in the Emergency Department	CCAR	1/2018
Implementing Recovery Coaching in the ED	JSI Research & Training Institute, Inc	1/2019
Standards for Recovery Housing and Building this Capacity for New Hampshire	JSI Research & Training Institute, Inc	4/2019
Understanding and Using the ASAM Criteria and Engaging People into Collaborative Addiction Treatment		7/2019

## Employment History

### Certified Recovery Support Worker

05/19 - present      Cheshire Medical Center      580 Court Street, Keene, NH 03431

### Community Volunteer

03/2016 – present      Be the Change Behavioral Health Task Force

Be the Change is the Eastern Monadnock Region's Behavioral Health Task Force. Our mission is to provide education and resources to our community about Substance Misuse and Mental Health. Be the Change began when Monadnock Community Hospital's 2012 Community Health Needs Assessment identified that there was a need for more education in our community regarding behavioral health, a term that encompasses both mental health and substance misuse, and awareness of the resources we have in both our region and state.

### Vision/Controls Engineer

05/2009 - 05/2015      Crane Security Technologies      Suite 100 1 Cellu Dr., Nashua, NH  
(Formerly Technical Graphics Inc.)

Main duties were integrating, documenting, commissioning and maintaining machine vision and control systems within the Currency (U.S. Government Products) production areas. These systems include real-time inspection systems and related closed-loop control systems.

- Coordinated team efforts with internal support groups, production personnel, customers, and outside vendors
- Assisted in all aspects of installation and improvement projects and sub-projects within the



- manufacturing areas relating to automated control systems and machine vision disciplines.
- Directed technicians and other support personnel in all phases of projects. Interfaced with other support groups during appropriate phases of the project to ensure effective integration with existing processes and/or other improvements and installations.
- Planned and implemented data collection network to provide real time process monitoring utilizing GE Proficy software suite
- Installed programmed and updated Rockwell and Rexroth based PLC control systems involved in motion control, waste water and chemical supply systems
- Responsible for troubleshooting inspection and machine vision systems maintained by Engineering/Maintenance and trained and directed technicians in those efforts. Assisted plant leadership in diagnosing and solving manufacturing and converting inspection problems. Optimized machine vision systems and strategies.
- Identified, investigated and developed process improvements and optimization. Assisted in team approaches with Manufacturing, Quality and Continuous Improvement, R&D and Engineering to develop optimal strategies for improved yields, efficiencies and quality.
- Trained Technicians and user community on specific systems and installed equipment. Developed procedures and defined preventative maintenance programs for new equipment.

### **Device Lead Third Shift**

03/2000 to 06/2001

Teleflex Inc.

50 Plantation Dr., Jaffrey, NH

**Supervised employees in production of medical device assemblies.**

- Submitted performance reviews
- Performed quality control testing
- Supported manufacturing operation in a variety of roles including injection molding machine set up

Supervised cell based production operations involving extruded tubing and plastic injection molding, along with heat forming and deburring steps. Responsible for sign off of initial setup of equipment to product specifications and performing quality tests using Instron strain gauge, optical comparator, Go/No-go gauges, calipers and ruled scale. Setup and monitored Arburg molding machine along with various equipment used in heat forming operation. Maintained training, attendance and performance records used in employee evaluation and created performance reviews.

### **Technical / Training Coordinator**

04/1999 – 05/2009 (Consulted Technical Graphics Inc.  
as Parhelion PC 3/2000-  
06/2001)

50 Meadowbrook Dr., Milford, NH

**Performed training and operation of equipment producing high quality micro printed film.**  
Involved in transition from manual control of process to more automated systems. Installed and maintained SCADA network used in maintaining process control parameters and recording values for quality assurance and production metrics. Responsible for operation and repair of computerized optical inspection equipment using high speed high resolution cameras and proprietary template matching algorithms.



### **Shift Supervisor**

05/1996 – 04/1999

Technical Graphics Inc

50 Meadowbrook Dr., Milford, NH

**Primarily coordinated various operations/personnel on night shift.**

- Performed maintenance and support functions as needed due to absence of maintenance or engineering staff on night shift
- Responsible for sign off of initial setup of equipment to product specifications
- Trained personnel in all areas of production and finishing of various security products
- Designed graphics using Adobe Illustrator for polymer printing plates
- Operated platemaking equipment and mounted flexographic printing plates
- Operated and maintained code for waste water treatment system

Equipment setup and operation included printing press, micro slitter/ spool winder, lathe, milling machine, drill press, powered hand tools, multi-meters, oscilloscopes, along with metrology instruments such as Instron strain gauge, COF / Peel Tester, calipers, densitometers, spectrophotometer, optical comparators, scaled reticle loupes.

### **Flexographic Press Operator**

05/1995 – 04/1996

Technical Graphics Inc.

50 Meadowbrook Dr., Milford, NH

**Operation of custom flexographic printing press producing security strip substrate for currencies.**

Learned unique process involving chemical etching of web substrate relying on solutions tightly controlled for pH, specific density, viscosity. Manual testing involved hygrometers, pH meters, litmus paper, viscosity cups, densitometers, spectrophotometer, optical comparators, scaled reticle loupes.

### **Webtron Press Operator**

03/1994 – 05/1995

D.D. Bean and Sons.

207 Peterborough St., Jaffrey, NH

**Operation of 8 color flexographic printing press.**

Produced high quality four process color printed material for use in large promotional campaigns. Previous printing experience proved instrumental in contributing to the successful operation of a newly installed advanced Webtron printing press. Operated flexographic polymer printing plate maker and mounted 4 color process printing plates.

### **Assistant Store Manager**

10/1993 – 03/1994

Chill Out Convenience

West Peterborough, NH

**Established and assessed key procedures during initial start-up of retail store.**

Setup inventory control and POS computer systems for operation of small convenience store

Operated register and stocked shelves during startup

### **Lead-Pressman 3rd Shift**

10/1985 to 10/1993

Label Art Inc.

1 Riverside Way, Wilton, NH

**Responsible for supervision of third shift operations manufacturing high quality printed labels.**

Duties involved reading job jackets and signing off on jobs setup by co-workers. Performed quality checks



throughout the shift using densitometers, spectrophotometer, visual comparison to customer proof, testing of die cut quality, and measurement of dimensional characteristics. Other duties involved mounting printing plates on cylinders, and mixing batches of color matched printing ink using Pantone color formulations.

**Maintenance Mechanic**

06/1980 to 03/1984                      Crotched Mountain Rehabilitation    1 Verney Dr., Greenfield, NH  
Center

- General maintenance and repair of a fleet of vans, trucks, and cars
- Assisted electricians, plumbers, and carpenters
- Supervised 2nd shift cleaning crew

Operations involved performing preventive maintenance i.e. oil change, brake inspection and repair, engine tune up (sparkplug, ignition wires, adjustment of timing, etc.). Operated various powered hand tools (impact wrenches, drills, saws, floor buffers, floor scrubbers, etc.).

**Education**

Completion Date	Issuing Institution	Location	Qualification	Course of Study
05/2005	Keene State College	Keene, NH	2 Years of College	Computer Science
06/1993	NRI Schools	Washington, DC		Microcomputers and Microprocessors

**Training**

SLC 500 and RSLogix 500 Maintenance and Troubleshooting  
RSLogix 5000 Level 1: ControlLogix Fundamentals and Troubleshooting  
RSLogix 5000 Level 2: Basic Ladder Logic Programming  
RSLogix 5000 Level 3: Project Development  
FactoryTalk View ME and PanelView Plus Programming  
DeviceNet and RSNetWorx Configuration and Troubleshooting

**Detailed References**

LeeAnn Clark Moore  
Monadnock Community Hospital  
Philanthropy & Community Relations  
603-924-1700

Thomas Bruneau, Engineering  
Crane Security Technologies  
1 Cellu Dr., Nashua, NH 03063  
603-881-1890

Ray Fangmeyer, General Manager  
W S Packaging  
1 Riverside Way Wilton, NH 03086  
1-800-258-1050

John Parisi  
Director Plant Operations  
Crotched Mountain Rehabilitation Center  
One Verney Drive  
Greenfield, NH 03047  
603-547-3311 ext. (2120)



**Laurie Butz-Meyerrose**

~~1100 Main Street, Keene, NH 03401-6647, 603-352-0000, laurie@cheshirecenter.org~~

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**Objective** To obtain a job in the field of Mental Health and Substance Abuse Counseling

**Experience** Clinician

The Doorway @ Cheshire Medical Center  
Keene, New Hampshire

March 25, 2019 – Present

Assessments and referrals for substance abuse treatment. Coordinate treatment for and aftercare in the community. Meet with patients, perform assessments and make referrals dependent on level of care. Assist in coordinating follow up care that includes housing, legal issues, ongoing MAT, mental health, physical health, and insurance.

**Senior Counselor**

Sobriety Centers of New Hampshire – Antrim House  
Antrim, NH

January 2016 – March 2019

Assessments, individual and group counseling. Create, implement and review treatment plans. Coordinate discharge and follow up care in the community. Vast experience working with Medicaid. Outpatient clinical with former clients, establishing bridge program back into the community.

**Senior Counselor**

Phoenix House, Dublin, New Hampshire  
January 2015 – January 2017

Intakes and Assessments

Individual and Group Counseling

Create, implement and Review Treatment Plans

Coordinate discharge, working closely with transitional living, community mental health, department of corrections, DCYF

**Case Manager**

Crotched Mountain Rehabilitation Hospital, Greenfield, New Hampshire  
August 2010 – January 2015

Discharge Planning

Coordination of Insurance Updates

Coordination of services and transitioning of patients into the community

**Data Entry**

TD Bank, Keene, New Hampshire  
October 2009 – May 2010

Temporary Assignment, Data Entry



**Case Manager**

AIDS Services for the Monadnock Region, Gilsum, New Hampshire

June 2007 - July 2009

Responsible for 20 - 25 HIV/HepC clients

Care Program Applications, Application for community benefits

Meetings at the State for continued funding processes

**Education**

**MS Clinical Mental Health Counseling**

Walden University, Minneapolis, MN

November 2014

Chi Sigma Iota Honor Society/Concentration in Forensic Counseling

Golden Key International Honor Society

**BA Psychology**

Ashford University, Clinton, IA

May 2010

Magna Cum Laude

**License**

LCHMC, MLADC, ACS



# Nelson Hayden MLADC, MBA, MSF

~~54 Pell Drive Middlebury, New Hampshire 05753~~

~~Phone: 603-263-4150 Email: NelsonHayden@comcast.net~~

## Objective

I would like to find a position where I can combine the knowledge and experience I have in the counseling and substance use disorder field with my strong business acumen and administrative experience. I have held leadership positions in a wide array of situations including hospitality, clinical practice, and non-profit Boards of Directors. I seek an organization that values leadership and hard work where my talents will be used fully.

## Professional Experience

**Director Community Substance Use Services – Cheshire Medical Center – Keene, NH February 2019 – Present**

- The Doorway at Cheshire Medical Center is one of nine Doorways that make up regional access points as part of a \$45 Million State Opioid Response to address the substance use disorder crisis in New Hampshire. In this position, I have created a new department as part of the Center for Population Health including staffing, budgeting and creating systems for measurement of our objectives.
- As part of my position as Director of the Doorway I have led a diverse group including physicians, nurses, nurse practitioners, behavioral health clinicians and community partners to develop a Medically Assisted Treatment plan for both our inpatient population and our Emergency Department. This has led to better patient care, improved access to substance use treatment, and better experiences for staff and patients alike.
- We are not technically a treatment program but rather a facilitating organization which helps individuals seeking treatment for their substance use disorder with appropriate ASAM levels of care. We assess, consent, and refer clients/patients to various levels of care and provide interim therapy as well as case management while they are waiting for placement.

**Counseling Intern/Senior Counselor – Dublin Phoenix House – Dublin, NH October 2017 – February 2019**

- The Dublin Phoenix House is a 49 Bed coeducational Residential Treatment Home for people with Substance Use Disorders. This nonprofit facility believes in the understanding that addiction is a chronic disease not a moral failing. Individuals suffering from substance use disorders deserve and require evidence-based treatment in settings that offer privacy and dignity.
- In this second-year internship, my work focused upon two major areas: 1) developing treatment plans and transitional support for a caseload of 6-10 individual clients and 2) facilitating groups for males and females of up to 30 members and educating group participants in areas such as Helping Men Recover, 12-Step Introduction, Seeking Safety and psychoeducation surrounding addiction and recovery. My success in the internship led to employment as a Senior Counselor.
- My caseload consists of up to ten clients and developing self-directed treatment plans, mental health evaluation, counseling these clients in individual, family, and group settings. In addition to the traditional counseling performed for the substance use population, I perform a great deal of case management including assisting with housing, co-managing treatment and aftercare with various social and corrections departments, improving bio-psycho-social health and creating transition plans for the same and evaluating financial and vocational concerns and creating improvement plans.



**Counseling Intern - Keene State College - Keene, NH****August 2016 - May 2017**

- The Keene State College Counseling Center is a highly sought-after internship for Antioch University Clinical Mental Health Counseling Students. I was fortunate enough to be able to participate in this program in my first year of internship due in part to the extensive organizational development in the Substance Use arena. I was the initial intern for a new Keene State College Counseling Internship focusing on Alcohol and Other Drugs, and working under Michelle M. Morrow, Ph.D., who was the Coordinator of AOD Prevention, Treatment, and Education Services.
- In this specialized internship, my work focused upon two major areas: 1) providing interventions (both individual and small group interventions) and 2) helping to develop and deliver outreach and prevention efforts to address alcohol and other drug misuse on campus. We performed weekly outreach in the residence halls, met with each athletic team, and performed educational outreach to all incoming freshmen.
- As an intern, I was able to co-facilitate a general process group with a senior staff member. Additionally, my work included co-facilitating a bi-monthly Alcohol Education Class that included bystander intervention components.
- My caseload included conducting BASICS and CASICS (*Brief Alcohol Screening and Intervention for College Students/Cannabis Screening and Intervention for College Students*). BASICS and CASICS are empirically supported treatments that include the student completing an online feedback profile and attending 1 to 2 sessions that emphasize the examination of their own use patterns and behavior within a Motivational Interviewing framework. The aim of BASICS/CASICS is to reduce risky behaviors and the harmful consequences of use by increasing awareness and increasing the use of protective behaviors. Additionally, I saw students through a general caseload, where I focused primarily on CBT and Motivational Interviewing to help the students best adjust and perform in the higher education setting.

**Administrator - Sheth-Horsley Eye Center - Stoneham, MA****June 2010 - October 2013**

- In this position, I was able to navigate the change in ownership of this longstanding practice; we grew the practice significantly in a short amount of time using premium cataract surgery and refractive surgery. I brought a culture of patient satisfaction to the reception and clinical staffs as well as to the doctor, which helped to increase patient visits. We worked diligently with the referral community to exceed HEDIS standards and promote communication.
- We were able to implement systems where practitioners worked to the maximum of their licensure and ability, thereby increasing overall efficiencies in the practice.
- I was able to evaluate the billing and collections for the practice and collaborate to improve processes to increase the average daily collections by 50% and reduce the number of days sales were outstanding from 48 days to 39 days.

**Executive Director - Tallman Eye Associates - Lawrence, MA****February 2006 through March 2010**

- As Executive Director for this 18-doctor private practice, I helped to increase revenues by 43% in the clinic and 45% in the optical dispensaries over four years. Total revenues exceeded \$13 Million.
- Our team was able to expand the capacity of the organization through adjustments to the physical plant, provider relations, schedule engineering, and human resources development.
- I was able to lead the transition of this large group from restrictive systems to integrated processes through the use of IT. The use of technology improved transparency, efficiency, as well as communication and revenues.



## Education

### Antioch University – MA CMHC Program Substance Abuse Counseling Focus

June 2015– May 2018

I recently completed a Masters in Clinical Mental Health Counseling with a concentration in Substance Abuse Counseling at Antioch University. I completed coursework in Social Cultural Diversity, Group Approaches to Counseling, Ethics, Fundamental Therapeutic Interactions, Counseling Theories, Human Development, and Career & Lifestyle Counseling in my first year. In my second year, I completed coursework in Human Sexuality & Sex Therapy; Psychopharmacology, Psychopathology, Family Counseling Approaches to Addiction, and Integrated Approaches to Addiction Counseling, Crisis and Trauma Informed Therapy, Research and Evaluation in Counseling and Therapy, and Issues in Addiction Recovery. I transferred to Antioch as it offers a classroom aspect to the program and can lead to licensure in the State of New Hampshire.

### University of South Dakota – MS Addiction Studies

January 2013 – August 2013

I enrolled as a degree-seeking student at the University of South Dakota, seeking a Masters in Addiction Studies. I completed my first two terms with a 4.0 Grade Point Average. The coursework included pharmacology, alcohol and drug counseling theories, addiction studies research, and addressing families and drug and alcohol issues.

### Northeastern University – MBA/MSF Program

January 2010 – August 2012

I completed my MBA program at Northeastern University and took an extra semester to earn a Master of Science in Finance as well. I was fortunate enough to walk through Commencement on May 4, 2012 and realize the fruits of this two and a half year effort. The curriculum included coursework in Organizations in the New Economy, Healthcare Finance, Strategic Decisions in Healthcare, Financial Strategy, Financial Accounting and Management Accounting.

### State University of New York – BS Business Management/Health Services

2006 - 2009

I spent three years completing my undergraduate degree while altering my focus from liberal arts focus to a business management degree with a concentration in health care management.

### University of Southern California – English Literature

1984 - 1989

Spent five years working towards a BA Degree in English Literature. Rowed for the University of Southern California Crew Team in 1984 and 1985. Vice President of the Phi Kappa Tau Fraternity in 1987, President in 1989.

## Organizational Involvement

### Recovery Task Force

August 2015 – Present

I currently sit on this committee, which is part of the Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention, and Treatment. The work done by this task force includes standards for NH Recovery Housing, as well as helping with the Recovery Aspect of the State Plan. The mission of the recovery task force is to promote effective community based Recovery Support Services by recommending to the Governor's Commission policies, practices and funding to address unmet needs in the continuum of care for SUD.

### Monadnock Alcohol & Drug Abuse Coalition

April 2015 – December 2016

I recently concluded volunteering with this Prevention Coalition in Keene, NH. The Monadnock Alcohol and Drug Abuse Coalition works to reduce alcohol and drug use and misuse in Cheshire County. I contributed to the organization through strengthening the bond along the continuum of care. I have done this through participation in Recovery Coach Training, leading the Compliance Check initiative for local retailers. I have also carried



MADAC's message to other agencies including Monadnock Family Services, Acting Out, and the Keene Serenity Center. I have trained over 80 Recovery Coaches in Keene through three-week long training sessions.

**Board Member/ Treasurer New Hampshire Providers Association**

**July 2015 - 2019**

The mission of the NH Providers Association is to represent its members in advancing substance use prevention, treatment and recovery through public policy, leadership, professional development, and quality member services. I have been a Board Member, their VP of Recovery, and a member of the Finance Committee for this organization and I am very excited about the opportunity to serve this organization and help advocate for providers of drug and alcohol treatment in the State of New Hampshire.

**Board Member/Treasurer Monadnock Restorative Community**

**July 2015 - December 2016**

Monadnock Restorative Community promotes recovery and successful re-integration of recently incarcerated women with an addiction into the larger community through an outpatient setting designed to achieve health and wholeness of mind, body and spirit. This organization has been active in the use of Recovery Coaches and Community mentors in order to assist these women. Much of my contribution is my business acumen as well as my experiences with Recovery Coaching and business planning.

**Board Member/Treasurer Keene Serenity Center**

**January 2016 - 2019**

The Serenity Center is a membership organization and a separate entity that is neither affiliated with nor financed by any recovery program or other organization. We recognize that there are many pathways to successful recovery from addictions, and we welcome people on all paths to recovery and their families. Our center provides a safe haven to initiate and / or maintain long-term recovery through peer-to-peer support meetings and fellowship. At present, we have over 20 meetings serving more than 300 people each week. I am most proud that this organization was chosen as one of five Community Recovery Organizations to work with Harbor Homes and the Bureau of Drug and Alcohol Services to promote peer-to-peer recovery.

**Selectman, Town of Roxbury**

**March 2016 - 2019**

The Town of Roxbury, NH is located in Cheshire County, in the southwest corner of the State of New Hampshire. It is known to be the fourth smallest community in the State, with a population of less than 240 people. Roxbury was incorporated 1812. Roxbury is also home of The Otter Brook Dam and Lake / Recreation Area. It was built by The Army Corp of Engineers from 1956-1958. With its small New England charm, Roxbury, New Hampshire is a wonderful place to live and a relaxing place to explore.

## References

References are available upon request.



**DEBRA J. NORRIS**

~~15 Woodbury Street  
Keene, NH 03431~~

~~Cell: 603-313-6990  
Email: deba6990@gmail.com~~

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**PROFESSIONAL PROFILE**

Experienced professional with 20 years in administrative and supervisory positions. A proven track record in managing multiple projects and meeting objectives. Strong interpersonal and communications skills, experience with planning and managing office budgets. Experienced in managing and protecting confidential information. Focused team player with a demonstrated ability to achieve results.

**EXPERIENCE**

**The Doorway at Cheshire Medical**

February 2021 to present

**Administrative Assistant**

- Greet clients
- Answer phones
- Intakes
- Schedule patients and Visitors
- Order supplies
- Transportation
- Record Meds

**Montshire Pediatric Dentistry, Keene, NH**

June 2020 to Jan 2021

**HR Specialist**

- Recruiting
- Time keeping, employee schedules
- On-boarding, employee files, salaries
- Job Descriptions
- Employee Manuals
- Employee relations
- Benefits administration i.e. health, dental, 401K, FMLA
- Termination
- Patient Complaints, HIPAA Officer
- Back-up for Patient Coordinators, answering phones, scheduling

**Spoonwood Dental Partners, Keene, NH**

April 2017 to June 2020

Dental Practices for the NE area

**HR Manager**

- Recruiting
- On-boarding
- Employee relations
- Benefits administration i.e. health, dental, 401K, FMLA
- Termination

**Monadnock Developmental Services, Keene, NH**

February 2015 to April 2017

*A community developmental disability health agency*



**HR Assistant**

- Interview
- Recruiting
- Advertising
- Background Checks - Notary
- Hiring
- Orientation
- Scheduling and verification of hours
- Employee Relations
- Job Fairs
- Website updates
- Time off maintenance
- Customer Service
- Benefits
- Switchboard

**State of NH, DHHS Welfare Office, Keene, N August 2014 to February 2015**

- Greet Client
- Register Clients
- Confirm/or Deny State Welfare/Insurance Benefits
- Switchboard
- Mail
- Scanning confidential documents
- EBT cards

**MFS, Keene, NH**

*A community mental health agency.*

August 2013 to August 2014

**Executive Assistant/HR Assistant Supporting Senior Management Team**

- New Hire Orientation
- Background Checks
- OFCCP Tracking of new applicants
- Credentialing
- Daily Deposit client payments, ins and rent checks
- Client Credit Card Transactions
- Accounts Payable
- Petty Cash
- Grants
- Office Supplies
- Schedule/Attend Meetings/Trainings
- Incoming Calls
- Incoming/outgoing Mail
- Policies & Procedure

**Sonnax Industries, Bellows Falls, VT**

*A leading aftermarket of transmission & torque convertor manufacturer*

**Human Resources Assistant**

August 2011 to August 2013

- New Hire Orientation
- Open Enrollment
- Employee Benefits Administration



- Worker's Compensation
- STD/LTD
- Life Benefits
- FMLA
- New hire into ADP
- OSHA
- Monthly HR Reports
- Employee Inquiries & Employee Relations
- Maintain on internal and external job postings
- Check References
- Filing
- 19's

**Lehman, Wilkinson & Oster, Keene, NH**

*Leading accounting firm providing audits, tax returns, peer reviews, compilations & projections for both business & homeowners*

**Office Administrator, Director of First Impressions**

January 2011 to August 2011

- Responsible for all office operations
- Prepare Tax Returns
- Prepare Audits, Reviews, Compilations, Asset Verifications
- Customer Service/Marketing
- Switchboard
- Scheduling for 3 CPA's
- Document Control
- Mail
- Office Supplies
- Daily Deposits

**Cheshire Oil Inc, Keene, NH - Cheshire Oil/T-Bird Mini Mart is a locally owned Fuel & Mini Mart Co servicing homeowners & business owners heating/hvac, & gas needs**

**Customer Service/Inventory Control**

March 2010 – January 2011

Responsible for daily operations of service/fuel delivery operations, assistant to Service, Gas, Car Wash and HVAC/Gas Heating Departments

- Dispatch
- Customer Service
- Daily Delivery Tickets
- Daily Cash Sheet
- Deposits
- Bank Transfers
- Service Billing
- Inventory Control
- Scheduling of Service Calls

**Carlisle Wide Plank Floors, Stoddard, NH**

*Carlisle is a national leader in hand-crafted wide plank floors for homeowners and professionals*

**Communications Center Coordinator**

Jan 2000 – February 2010

Responsible for the day to day operations of the Communications Center, general office procedures, Scheduling/Coordinator Facilities Management and IT projects.



- Responsible for planning and managing office budgets including: postal, FedEx, office supplies, office equipment, cell phones, fuel, and office moves.
- Negotiated contracts for general maintenance, fuel, cell phones, and FedEx Accts.
- Implemented new programs to save Carlisle money and reduce overall expenses in the area of phones, office supplies, and general building maintenance.
- Managed multiple projects across regional offices. Examples include setting up new regional offices, providing new sales people with phones, computers, etc.
- Assisted sales teams with new leads, assembling company information in support of new calls, managed quarterly mailings, and assembled all thank you packages.
- Performed general office duties including processing of daily mail, coverage for front desk receptionist, bank deposits.
- Event Coordination for company and owners personal and work/personal events
- Scheduling for all plant coordination of building additions, contacted work for building maintenance or office moves. Property management for owners personal properties. Never disrupted sales/productions work schedule.
- Responsible for office security and alarm systems.
- Assisted IT manager with daily back-ups, tracking IT inventory, general phone system requests.

#### **Phoenix House, Keene, NH**

*Phoenix House is a nationally recognized residential treatment facility specializing in both in-patient and out-patient treatment of addiction and dual diagnosis services*

#### **Office Manager**

Jan 1997 – January 2000

- Responsible for overall office administration and planning.
- Prepared budgets for 7 individual programs.
- Administered accounts payable and receivables.
- Prepared grants, Board of Health regulations, and insurance contracts, & licenses.
- Responsible for entering insurance claims, new client data
- Assisted Senior Program Manager, participated in meetings with Advisory Board.
- Petty Cash, Facility Management and Food Services
- Scheduling for ASPN a NH network system for addiction programs

### **EDUCATION**

Graduate, Keene High School

HR Essentials Certificate of Completion

Computer Literacy: Microsoft Word, Outlook, Goldmine, Excel, ADP, AS400, Smartdraw, Power Point, pick up programs quick, Research Assistant:

Innovative Training Systems, Woburn, MA Grant for administrative staff to collect data for kios systems for healthcare clients. Data given to government for future growth.

First employee to receive the Excellence Award

Notary, expires in 2019

### **COMMUNITY INVOLVEMENT, MEMBERSHIPS AND REFERENCES**

Assisted with United Way in house campaigns

City of Keene – Holidays for Families in Need

Pitcher Mountain CSA



Membership Director for the Board of Greater Monadnock SHRM

*References – a few written letters attached*

*Leslie Bentley 603- – peer 903-2007 Kerry Carlisle 603-392-5982 – manager  
Edie Putnam 603-352-7109 – manager Sandi Brady 603-209-4225 – peer  
Nick Nichols or Cynthia Herreid – 603-357-4341- manager/peers  
Kathy Adams – 413-664-0086 - peer Phil Wyzik 603-357-4400 – manager  
Barbara Hecker – 566-7851 – Director for the Board of Greater Monadnock SHRM*



# HEATHER TREMPE

Masters level Mental Health Clinician

Wilton, NH 03095

htrempe00@gmail.com

603-721-8170

Authorized to work in the US for any employer



## WORK EXPERIENCE

### Clinician

The Doorway at Cheshire Medical Center - Keene, NH

November 2019 to Present

- Facilitate access to care for individuals effected by substance use.
- Services may include referrals to residential, detox, outpatient services, intensive outpatient, and/or medically assisted treatment.
- Assist individuals with seeking housing opportunities, applying for benefits, and navigating everyday life challenges.

### Assistant Director/Trauma Therapist

Neurodevelopmental Therapy Services, Inc - Manchester, NH

April 2019 to July 2019

- 60 day residential facility
- 1:1 therapy with children twice a week.
- daily meditation groups
- daily motivational groups

### Clinician III

COMMUNITY HEALTHLINK - Leominster, MA

January 2019 to April 2019

- Weekly In home therapy with families and children
- Weekly family therapy without child present to assist with strategies and parent resources.

### Supervisor III

Department of Health and Human Services - Manchester, NH

July 2014 to December 2018

- Trains new employees on policies and procedures
- Achieve excellent customer service
- Assists the community with eligibility for food stamps, medicald, and cash.

### Preschool Teacher

The World of Discovery - Londonderry, NH

December 2009 to July 2014



- Create lesson plans encompassing math, reading, writing, art, and science
- managed a classroom of 14-16 3-4 year olds
- Did bi yearly progress reports and family meetings
- Completed evaluations



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## EDUCATION

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### **Master's in Clinical mental health**

Southern New Hampshire University - Manchester, NH  
January 2016 to December 2018

### **Bachelor's in Psychology**

HESSER COLLEGE - Manchester, NH  
2012 to 2015

### **Associate in Early Childhood Education**

HESSER COLLEGE - Manchester, NH  
August 2006 to May 2008

### **certificate in Early Childhood Education Certification/General Studies**

SEACOAST SCHOOL OF TECHNOLOGY - Exeter, NH  
September 2004 to June 2006



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## SKILLS

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- Counseling
- Therapy
- Documentation
- Mental Health
- Case Management
- Microsoft Office
- problem solving
- Management (5 years)
- Cognitive Behavioral Therapy
- Crisis Intervention
- Individual / Group Counseling
- Behavioral Therapy
- Motivational Interviewing





----- **CERTIFICATIONS AND LICENSES** -----

**TF-CBT**

January 2016 to Present

Completed and 8 hour training on trauma focused cognitive behavior therapy.

**Trust-Based Relational Intervention(TBRI)**

April 2019 to Present

**CPR/AED/First Aid**

April 2019 to April 2021

**Medication Administration**

April 2019 to Present

**Non-abusive psychological and physical intervention (NAPPI)**

April 2019 to Present



----- **ADDITIONAL INFORMATION** -----

- First Aid and CPR certified
- Has over ten years working with children and assisting with their development
- Demonstrates resourceful and positive outlook for the best answer to each client's needs and wants.
- Able to work efficiently and stay calm with clients and assist with looking for resources in their community
- Punctual and motivated



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# Tracy Grissom, MA, LCMHC, NCC, R-DMT

~~802 Beaver Street~~

~~Keene, New Hampshire 03431~~

~~(603) 344-5111~~

trissom@antioch.edu

## EXPERIENCE

### **The Doorway at Cheshire Medical Center, Keene - Clinician**

JANUARY 2021 - PRESENT

- Refer to appropriate level of care based on ASAM assessment
- Provide bridge therapy as needed
- Track patient outcomes using GPRA assessments
- Input information in NH WITS database

### **Phoenix House, Keene - New Hampshire Director of Access and Clinical Manager of Keene Residential Program**

JUNE 2017 - JANUARY 2021

- Build and foster relationships with stakeholders
- Uphold clinical framework of residential program
- Communicate the need for treatment by requesting pre-authorizations and concurrent reviews to insurance providers consistent with the ASAM criteria
- Provide administrative and clinical supervision to clinical and non-clinical staff

### **Meadowview Recovery Residence, Brattleboro, VT - Program Care Coordinator**

JUNE 2016 - JUNE 2017

- Provided clinical framework and group supervision for staff
- Cultivated and maintained relationships with referral sources
- Coordinated all intakes, discharges, and referrals for program in collaboration with VT Dept of Mental Health and team members
- Assisted in collecting essential data for reporting to the state and agency

### **Health Care and Rehabilitation Services, Hartford, VT - Clinician I**

JANUARY 2015 - JUNE 2016

- Completed clinical assessments and formulated diagnosis in accordance with DSM-5
- Maintained accurate and timely clinical documentation in Electronic Medical Record



- 
- Assisted individuals in identifying and prioritizing treatment goals
  - Designed client centered treatment plans with specific goals allowing for measurable progress and completion of treatment

**Health Care and Rehabilitation Services, Brattleboro, VT - Case Manager I**

SEPTEMBER 2013 - JANUARY 2015

- Referred individuals to community resources based on presenting need and scheduled required evaluations and assessments
- Promoted independence through skill acquisition in activities of daily living
- Modeled appropriate and healthy boundaries
- Conducted mental health screenings and sub assessments in a timely manner

**Education**

**Antioch University New England, *Master of Arts in Dance/Movement Therapy and Counseling*, MAY 2013**



**RN**

**TARA ABBOTT**

REGISTERED NURSE

## OBJECTIVE

Seeking an opportunity to obtain a position to utilize my skills and experience to provide safe and positive patient outcomes while providing the highest level of care.

## SKILLS

NH RN LICENSE #078862-21  
CARN -in process  
ACLS CERTIFIED  
HEALTHCARE BLS  
PHLEBOTOMY  
SUICIDE PREVENTION  
ENFORCEMENT AND SECURITY  
PROJECT MANAGEMENT AND  
QUALITY IMPROVEMENT  
MOAB

## EXPERIENCE

### RN • THE DOORWAY AT CHESHIRE MEDICAL CENTER • 2020-CURRENT

Assisted in the development and opening of the MAT clinic, involved in ongoing development and growth of clinic, provide clinical support to waived physicians in MAT clinic, provide clinical support to therapeutic clinicians, conduct patient assessments, administration of MAT injections, serve as liaison for patient and physician(s), coordinating facilitating and monitoring outpatient detox as well as inductions, promotion, stabilization and maintenance, support, relapse prevention harm reduction, overdose education following the patient centered care model, prior authorizations, case management needs, resource RN for hospital nurses and SAU29, community outreach and connection as needed.

### PROGRESSIVE CARE UNIT RN • CHESHIRE MEDICAL CENTER • 2019-2020

Implement total nursing care through the nursing process while communicating effectively with family members and patients. Evaluate and monitor patient response to treatment and progress toward goals. Act as patient advocate: interact in a timely manner between multidisciplinary staff to minimize delays and optimize patient care and efficiency. Administer and execute therapeutic physician and nurse initiated interventions. Worked collaboratively with physicians to discuss and identify patient treatment needs. Modify and individualize care according to patient and family culture demographics, history and needs, worked as charge nurse as well as preceptor for new graduate nurses.



## **VOLUNTEER WORK**

Keene High Basketball Booster Club – 2017-Current

Monadnock Regional Special Olympics 2008-Current

PCU Practice Council –  
Cheshire Medical Center 2019-2020

Gym Rats Basketball Association- 2017-2020

Serenity Center – 2018-2019

Keene Knights Football Association 2014-2016

## **MEDICAL SERVICES COORDINATOR-DEPARTMENT DIRECTOR • CHESHIRE COUNTY DEPARTMENT OF CORRECTIONS • 2011-2019**

Director as of 2015. Provide nursing services, treatments and preventative procedures appropriate for emergency, acute and chronic care. Responsible for planning, organizing and directing the administration of all medical services. Implemented methods and systems to ensure inmate care and documentation reflect an accurate and complete process with the standard of care. Serve on the Medication Assisted Treatment (MAT) committee for substance abuse ensuring continuity of care in recovery while supporting harm reduction. Responsible for the administration and evaluation of nursing practice and the environment of care including staffing, discharge, scheduling, supervision, evaluation, consultation and education of the nursing staff. Verify, oversee and monitor nursing staff for current nursing license, certifications and CEUs to comply with the NH board of nursing. Oversee Medical Services Administrative Assistant and assign responsibilities. Assess, monitor and coordinate patient health care needs, establish medication administration, safety and control in conjunction with consulting pharmacist and medical staff. Collaboration with facility MD, PA-C, Mental Health, LADCs, case management, DOC administration, community health care providers and US Marshal Services to provide appropriate medical care as needed. Develop and review all medical services policies and procedures.

## **RN CARE COORDINATOR • AWARE RECOVERY CARE • 2019**

Responsible for admission, care management and discharge of a caseload of clients receiving recovery services in the home. Assessment and development of an appropriate treatment plan to meet individual client needs and goals. Regular evaluation of client progress, including crisis intervention as appropriate. Submit timely clinical documentation. Collaboration and coordination of services with the client, family and all providers involved in the treatment plan. Supervision and delegation of the services rendered to the client by the Certified Recovery Advisors (CRA) in accordance with organization policies. Identify client and family needs for services or other community resources and referrals.



## **EDUCATION**

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**BSN • 2019-CURRENT • FITCHBURGSTATE UNIVERSITY**

Completion will be October 2021 with a graduation date of  
December 21, 2021

**ADN • 2018 • MOUNT WACHUSETT COMMUNITY COLLEGE**

LPN-RN Bridge Program

**GENERAL CORE CLASSES • 2013-2016 • RIVER VALLEY COMMUNITY  
COLLEGE**

**LPN - DIPLOMA • 2011 • ST JOSEPH SCHOOL OF NURSING**

Served as class Vice President, Most Dependable Award for class  
of 2011

**BUSINESS ADMINISTRATION CLASSES • 1998-2000 • SOUTHERN  
NEW HAMPSHIRE UNIVERSITY**

**HIGH SCHOOL DIPLOMA • 1992 • PINKERTON ACADEMY**



**Dawn L Harland, MD, FACP, FASAM**

Home Address: ~~962 Crystal Lake Rd, Enfield, NH 03748~~

Email: ~~dawnharland@gmail.com~~

Cell: ~~603-298-6296~~

Place/ Date of Birth: ~~San Jose, CA, 7/10/58~~

Citizenship: US

CV Updated: 01/2020

**Education/Post Graduate Training:**

University: San Jose State University, San Jose, CA

Degree: BA, 1977-1980

Stanford University, Palo Alto, CA

Fall terms, 1976, 1978

Med School: University of Colorado, Health Sciences Center, Denver, CO

Degree: MD, 1992-1996

Residency: Internal Medicine

Dartmouth Hitchcock Medical Center, Lebanon, NH

Internship and residency, 1996-1999

Fellowship: Cardiology

Dartmouth Hitchcock Medical Center, Lebanon, NH

1999-2000 (partial completion of program)

Subspecialty: Addiction Medicine

10/2015

**Licensure and Certification:**

Medical License, NH Board of Medicine:

#NH11060, expires 6/30/20

Board Certified, Addiction Medicine:

American Board of Preventive Medicine, #61-1430; 2018

Board Certified, Internal Medicine:

American Board of Internal Medicine, # 192453; 2005, 2015

Diplomate, American Board of Addiction Medicine, #634405; Dec 2015



**Licensure and Certification, continued:**

DEA, #BH6949551, exp 10/31/21; DATA 2000 waiver 2014 # XH6949551; 275 cap

NPI # 1487742797

BLS, expires 10/2021

**Academic Appointments:**

Geisel School of Medicine at Dartmouth

2010 - 2015	Assistant Professor of Medicine and Pediatrics
2003 - 2010	Assistant Professor of Medicine
2000 - 2003	Instructor in Medicine and Pediatrics
1999 - 2000	Instructor in Cardiology

**Hospital Appointments:**

2000 - 2017	Mary Hitchcock Memorial Hospital Dartmouth Hitchcock Medical Center (DHMC) Active Clinical Professional Staff, Assistant Professor Department: Medicine
2001 - 2003	Department of Veterans Affairs Medical Staff with Clinical Privileges White River Junction, VT

**Administrative Leadership Positions:**

2017 - 2020	Medical Director, Sobriety Centers of NH (SCNH)- Antrim House
2017 - 2018	Medical Director for New England, Groups- Recover Together
2003 - 2011	Assoc Director for Clinical Affairs, Dartmouth College Health Svc
2002 - 2003	Acting Assoc Director for Clinical Affairs, Dartmouth College
2009 - 2011	Physician Director for CME, Regularly Scheduled Series conferences held at the Dartmouth College Health Service
2002 - 2011	Pharmacy and Therapeutics Committee, Co-Chair
2002 - 2011	OSHA - responsible for blood borne pathogen exposure control plan, policy development, implementation and staff education



**Current position:**

2017 - 2020 SCNH-Antrim House - Medical Director, Residential Treatment and Out-Patient Clinic - Serve as Medical Director, see residential patients weekly, manage all new admissions, prescribe MAT (buprenorphine, naltrexone/ Vivitrol, Sublocade, acamprosate) and necessary meds for comfort and dual diagnoses/primary care needs.

**Committees, Innovations, Special Projects:**

2017 - 2018 Medical Director for New England, Groups- Recover Together; Developed a program for monthly provider calls, including physicians in NH and ME, to discuss cases, policies, concerns in treatment of opioid use disorder. Co-developed a Peer Review process for 60-70 physicians in NH and Maine, Groups-Recover Together

Sept 2017 Washington DC – On the Hill – Spoke with US Senators and Congressmen, and their aids, about pending legislation - related to healthcare and treatment of opioid use disorder

2010 - 2011 Mental health in primary care at Dartmouth College Health Service – sharing selective mental health records in the EMR

2010 - 2011 Concussion evaluation template development - collaborative effort with Dartmouth College athletic trainers and primary care

2010 - 2011 Implementing PHQ-9 Depression screening at Dartmouth College Health Service

2006 - 2011 Anti-Coagulation Clinic - physician coordinator at Dartmouth College Health Service

2006 - 2011 Travel Clinic – Dartmouth College Health Service, director/ program development

2006 - 2011 Allergy Clinic – Dartmouth College Health Service, director/ desensitization program development

2006 - 2011 Immunization - physician consultant for annual updates

2008 - 2010 Research study co-investigator - "T-Spot Specificity Study in Students at Low Risk for LTBI at a College Health Service"

2006 - 2010 Electronic medical record committee - template design, training, physician liaison for clinicians; business office and pharmacy

2005 - 2010 Collaborative projects with infectious disease faculty at DHMC and Public Health - HPV vaccine trials, meningitis vaccine study, TB studies

2005 - 2010 Search committees for a variety of positions - physician, physician assistant, nurse practitioner, director of disability services, director of Native American studies, athletic trainer

2002 - 2005 Quality improvement committee



**Teaching of Dartmouth College Undergraduate Students:**

- 2007 Taught 20 Dartmouth College students in Namibia and So. Africa as part of an Environmental Studies Foreign Study Program.
- 2003 - 2011 Travel Preventive Medicine - educated groups of students on medical topics prior to foreign travel

**Formal Teaching of Residents and Medical Students:**

- 2006 - 2010 Adolescent Health, Eating Disorders - Primary Care Resident sessions - invited to discuss topics annually
- 2000 - 2002 On Doctoring Program - preceptor for a medical student
- 2000 - 2002 Cardiac Physical Exam - first year medical students

**Clinical Supervisory and Training Responsibilities:**

- 2013 - 2017 Attending Physician - General Internal Medicine, DHMC  
Direct supervision of Internal Medicine resident physicians
- 2012 Attending Physician - General Internal Medicine, DHMC  
Direct supervision of medical student and physician assistant student
- 2000 - 2011 Attending Physician - Dartmouth College Health Service  
Direct supervision of Internal Medicine and Pediatric residents  
Implemented daily "chart review" sessions for case presentations and informal teaching
- 2002 - 2011 Clinical Director - Dartmouth College Health Service  
Direct supervision of clinical staff – physicians, nurse practitioners, PA's, nurses, medical assistants and support staff

**Formal Teaching of Peers:**

- 2016 Associate providers, DHMC - Opioid Dependence
- 2015 Internal Medicine faculty - Buprenorphine for Opioid Dependence
- 2014 Internal Medicine faculty - The Opioid Crisis
- 2011 Internal Medicine faculty- Eating Disorders in Primary Care
- 2010 Depression and Anxiety in Primary Care - including introduction of PHQ-9 survey tool, Health Service staff
- 2010 Dengue Fever - Case presentation to Infectious Disease staff, DHMC



**Formal Teaching of Peers, continued:**

2010	Reef Fish and Potential Neurotoxicity - Case presentation to Infectious Disease staff, DHMC
2008	Acute Pulmonary Tuberculosis - Case presentation and discussion
2008	Polio and Rabies – Health Service talk
2006	Atypical Pneumonias – Health Service talk
2004	HIV Seroconversion - Case presentation with staff
2004	Community Acquired Pneumonia – Health Service talk
2003	Antibiotics and Antibiotic Resistance – Health Service talk
2001	Cardiac Auscultation – Health Service talk

**Regional Teaching and Presentations:**

2008	"The Hook Up Culture"; NE College Health Assoc, Annual Meeting, Mystic, CT
2006	"Pneumonia in the College-Aged Student"; NE College Health Assoc, Annual Meeting, Portland, ME

**Clinical Activities:**

2017 - 2020	Physician - Residential Treatment – MAT, Mental Health, Sobriety Centers of NH - Antrim House, Antrim, NH
2017 - 2020	Outpatient Clinic Physician – MAT, Mental Health, Sobriety Centers of NH - Antrim House, Antrim, NH
2015 - 2018	Clinic Physician - Addiction, Groups- Recover Together, Keene, NH
2015 - 2017	Clinic Physician - Addiction, ROAD to a Better Life, Lebanon, NH
2015 - 2017	Physician - Resident Supervision, GIM, DHMC, Lebanon,
2011 - 2015	Primary Care Physician - General Internal Medicine, DHMC
2000 - 2011	Primary Care Physician - College Health, Outpatient clinic
2000 - 2011	Inpatient Care Physician - College Health, Infirmary

**Professional Affiliations:**

2006 – 2020	<b>Fellow (FACP)</b> in the American College of Physicians
2015 - 2020	<b>Fellow (FASAM)</b> in the American Society of Addiction Medicine
2015 - 2020	<b>Diplomate (DABAM)</b> in the American Board of Addiction Medicine
2002 - 2018	Dartmouth Hitchcock Clinic; Senior Member
1997 - 2003	American College of Physicians
2003 - 2011	New England College Health Association, Board Member, 2010 - 2011



**Professional Affiliations, continued:**

1998 - 2019 NH Medical Society  
1992 - 1996 Colorado Medical Society

**Awards and Honors:**

2005 Affiliate New Professional Award  
American College Health Association  
New England College Health Association  
1996 Glaser Research Award  
University of Colorado, School of Medicine  
1996 Adler Scholar Award  
University of Colorado, School of Medicine  
1994 Scholarship for Merit, for Excellence in Community Service  
University of Colorado, School of Medicine  
1990 - 1992 Dean's Honor Roll - University of Colorado, Denver, CO  
1990 - 1992 National Dean's List - University of Colorado, Denver, CO  
1982 - 1983 Dean's Honor Roll - University of Nevada, Reno, NV  
1977 - 1980 Dean's Honor Roll - San Jose State University, SJ, CA  
1980 BA, with Honors and Great Distinction  
San Jose State University, San Jose, CA  
1976 Valedictorian - Camden High School, San Jose, California

**Major Interests:**

Opioid, alcohol and stimulant dependence, other substance use disorders, mental illness, trauma, prevention, behavioral health, meditation, healthy lifestyles.

**Major Research Experience:**

2008 Clinical Research involving Dartmouth College Health Service, Infectious Disease, DHMC, and State of NH.  
Evaluation of IGRA specificity in college students at low risk for TB.  
Published as co-author in Journal of American College Health  
1995 Clinical and basic science research in medical oncology, University of Colorado, Health Sciences Center, Denver, Colorado  
Investigation of the molecular mechanism for the occurrence of aggressive carcinoma in burn scars  
Published as first author in Journal of Trauma  
1995 Walter and Eliza Hall Institute, Melbourne, Australia  
Analysis of the molecular structure of the signaling domain of G-CSF receptor in human acute myeloid leukemia  
Primary Investigator



**Bibliography:**

Talbot EA, Harland D, Wieland-Alter W, Burrer S, Adams LV: Specificity of the tuberculin skin test and the T-SPOT.TB assay among students in a low - tuberculosis incidence setting. J Am Coll Health 60(1): 94, 2012.

Harland DL, Robinson WA, Franklin WA: Deletion of the P53 gene in a patient with aggressive burn scar carcinoma. J Trauma 42(1); 104,1997.



## JUDY GALLAGHER, MA, M-LADC

Phone: (603) 351-1111

Mobile: (603) 351-1111

e-mail: judy.gallagher@serenitycenter.org

### EDUCATION AND LICENSURE

MLADC: Master Licensed Alcohol and Drug Counselor - State of New Hampshire

M A Counseling Psychology Antioch New England, Keene, NH

B A Psychology: University of Texas at Dallas, Richardson, TX

9/2015

11/2000

8/1996

### PROFESSIONAL PROFILE

Qualified in counseling clients diagnosed with severe and persistent mental illness and substance use disorders. Adept at client assessments, intakes, treatment and individual service plans, and referrals

- Training in and implementation of Strength Based Counseling, Motivational Interviewing, Precursors to Change Model, MRT (Moral Reconation Therapy), CBT (Cognitive Behavioral Therapy), Emerge curriculum training (group counseling skills working with domestic violence abusers), DBT (Dialectical Behavioral Therapy), and Mindfulness Based Relapse Prevention

Open and effective interpersonal communication skills.

- Excellent computer and organizational skills, file keeping, and assessment writing

Clinical Supervision experience and continuing education certificate from Antioch University New England

### PROFESSIONAL EXPERIENCE

*Cheshire County Behavioral Health Court* (Alternative Sentencing, Mental Health Court and Drug Court Programs)

Keene, NH

06/11-Pres

#### CLINICAL CASE MANAGER:

Assess individuals facing criminal charges for substance use disorders and mental illness utilizing the Bio-Pscho-Social interview, Global Appraisal of Individual Needs (GAIN), and/or the Ohio Risk Assessment System (ORAS) tools

Develop comprehensive individualized service plans and refer participants to needed community resources

Conduct weekly case management meetings, provide brief supportive counseling and crisis intervention, facilitated a relapse prevention group, regularly review progress of the individualized service plan

- Assist clients with insurance, SSI/SSDI, food stamps and housing applications.
- Maintain ongoing communication and collaboration with community mental health agencies, contracted treatment providers, department of children, youth and family services (DCYF) house of corrections, judicial services and probation and parole

Provide updates and clinical summaries to the court with the client present, to inform of their level of progress and ongoing needs

- Work with and actively involve client's family members, significant others and other support persons in order to increase success in recovery from substance use and mental illness

Provide random urinalysis and breathalyzer monitoring.

- Active member and participant in the following: Mental Health Court monthly meetings, Cheshire County Domestic Violence Council (CCDVC) and Offender Rehabilitation Support Team (OREST)

Provide supervision for Master and Bachelor level interns

Planned, developed and fully implemented in 2012-2013, as part of an interdisciplinary team, a Drug Court Program in the Superior Court of Cheshire County

*Serenity Center*

Keene, NH

10/17-3/18

#### MLADC SUPERVISOR – CONTRACTED POSITION:

- Provided individual and group supervision to recovery coaches working toward their CRSW



*Monadnock Family Services – Emerald House – (Adult Transition Residence)*

Keene, NH

09/14-12/17

RESIDENTIAL EDUCATOR – PART TIME/PER DIEM

05/12-05/13

06/00-11/03

Provided supportive supervision and maintain structure of a therapeutic milieu for residents recovering from severe and persistent mental illness, recently discharged from the state hospital and working toward transition into the community.

Educated and supported residents in independent living skills

Monitored medication distribution, provide vocational and social skills education, facilitate community integration, and support client management of psychiatric symptoms and overall physical and mental well-being

- Participated in crisis care for residents
- Worked as a team member to promote open communication and exceptional client care
- Completed documentation and progress notes in EMR system.

*State of Vermont (Department of Aging and Independent Living)*

Springfield, VT

01/11-04/11

VOCATIONAL REHABILITATION COUNSELOR:

Provided assessment, guidance counseling, and case management to adults with physical, psychiatric, and/or cognitive disabilities including substance abuse and dependence to successfully obtain and maintain employment.

Collaborated with community providers and attended consults to better serve clients

Maintained appropriate documentation and case files

- Referred clients for vocational, medical, substance abuse and mental health services
- Attended bi-weekly treatment team meetings

*Washington County Community Corrections Center (Alternative Sentencing Program)*

Hillsboro, OR

07/04-09/10

RESIDENTIAL CASE MANAGER / TREATMENT DORM COUNSELOR

Provided addiction treatment, mental health counseling, case management, crisis intervention, education, vocational support/counseling, and program supervision for adults in work release custody who were transitioning into the community and/or participating in the 90-day residential alcohol and drug treatment program

Conducted intake interviews, mental health and addiction assessments and referred clients to the on-site psychiatrist for medication needs

Created and implemented individualized case plans based on diagnosis and needs assessments

- Facilitated psycho-educational groups Mindfulness Based Relapse Prevention, Matrix Addiction Education, Stages of Change, Coping Skills, Staying Quit
- Interviewed clients at the Washington County Jail for program appropriateness and readiness based on the American Society of Addiction Medicine's (ASAM) criteria and the Level of Service Inventory (LSI)
- Assessed and appropriately assigned client cases to co-counselors and treatment providers
- Worked with employers and the on-site job specialist to assist clients with job search activity and retention
- Participated in transition meetings with client, recovery mentor, probation officer, aftercare provider, and other support personnel.

Referred clients to appropriate agencies for advancement including: housing, mental health, Veteran's services, GED, college education, parenting support and education

Attended family planning meetings with client, their family, and Department of Human Services (DHS) case workers in order to support and strengthen client's ability toward gaining independence with their children

Wrote psychosocial assessments, individualized treatment plans, treatment summaries, disciplinary, and reports for the Washington County Jail

*Phoenix House – (Outpatient and Residential Addiction Services)*

Keene, NH

07/01-07/03

CLINICIAN (Outpatient Services–Cheshire Academy Alternative Sentencing Program):  
DUAL DIAGNOSIS CLINICIAN (Residential Services)

Provided individual counseling and case management for adults diagnosed with co-occurring disorders.



Worked 20 hours in the residential substance abuse recovery program and 20 hours in the outpatient Cheshire Academy Alternative Sentencing Program

- Facilitated psychotherapy and psycho-educational groups including Women in Recovery, Alcohol and Drug Education, Motivation, Relapse Prevention, Relationships, and Skills Group
- Performed client screening, interviews, substance abuse and mental health assessments
- Completed paperwork including progress notes, client recommendations and evaluations for the courts
- Supervised and implemented community service projects
- Provided supervision for master's level counseling and dance movement therapy interns
- Created and implemented individualized treatment plans and recommendations for aftercare
- Maintained a positive working relationship with community agencies
- Participated in daily treatment team meetings and weekly group supervision
- Functioned as part of an interdisciplinary team
- Maintained regular training for continued professional growth

*Riverbend Community Mental Health – (Community Support Program)*

Concord, NH  
08/00-07/01

OUTPATIENT CLINICIAN

Provided brief and long-term individual therapy to a diverse adult client population. Many had co-occurring disorders, and all met the criteria for severe and persistent mental illness.

- Facilitated substance abuse, psycho educational, acute stabilization, and mindfulness groups
- Conducted crisis assessments for hospitalization and crisis coverage for co-workers
- Evaluated potential clients and determined eligibility based upon therapeutic needs and functional impairments.

Communicated and functioned as part of an interdisciplinary team to effectively treat each client's individual needs

Attended DBT training and served as a primary individual DBT therapist for several clients

Maintained and organized client records in accordance with program policies

*Phoenix House*

Keene, NH  
9/99-5/00

COUNSELING INTERN

- Provided individual counseling to a diverse adult client population most of them were participating in the Cheshire Academy Alternative Sentencing Program
- Facilitated and Co-led psycho educational, substance abuse, and psychotherapy groups.
- Provided case management for one client to assess and encourage progress within the Cheshire Academy court mandated program
- Administered and wrote substance abuse evaluations for clients and the courts which consisted of alcohol and drug screening, bio-psycho-social surveys, client intake assessments, and psychological testing.

*Henry Heywood Hospital – (Mental Health Unit)*

Gardner, MA  
9/98-5/99

COUNSELING INTERN:

- Provided brief individual counseling and support to a diverse adult inpatient client population
- Facilitated and co-led psychotherapy, support, and dual diagnosis groups
- Conducted and wrote intake interviews, cognitive and psychological assessments, and emergency room evaluations to determine if a client required inpatient services
- Assisted with case management, discharge treatment planning, and referrals
  - Presented client progress to the attending psychiatrist during daily rounds



# Erica Snyder CRSW

~~P: 603-746-8897~~  
~~E: Erica.snyder@cheshiremedical.com~~

~~PO BOX 237~~  
~~Manchester NH 03104~~  
~~603-746-8897~~  
~~ericasnyder@cheshiremedical.com~~

## EXPERIENCE

## References

~~Carey Beaumont~~  
~~603-795-9831~~  
~~beaumontcarey@comcast.net~~  
~~603-795-0444~~

### **The Doorway at Cheshire Medical Center- Certified Recovery Support worker.**

December 2020- present

Facilitating access to recovery support services in a Medically assisted treatment clinic under supervision of Primary counselors and addiction Medicine Doctor.

### **The Grapevine Resource Center- Parent Educator/ Home Visitor**

October-2020-present

Provide parent educational groups for family resource centers in person and through zoom. Provide supportive case management in home to families with children.

### **Sobriety Centers of NH- Residential Program Manager**

January 2018-2020

Duties including supervising peer support workers, scheduling group activities. Auditing medication administration records and reporting to the doctor and director. Performing supportive case management to clients with a strong knowledge of DHHS and the recovery community. Maintaining staff professional development and ensuring supervision hours are met. Crossed trained in all Outpatient clinic responsibilities such as Urine Analysis procedures, scheduling and prescription management.

### **Crotched Mountain — Paraprofessional**

February 2010 - 2016

Assisting in school and home activities. Transporting clients to appointments and community events. Skilled in de escalation techniques such as MANDT and gentle teaching.

### **The GrapeVine — After School Club Assistant**

September 2014- June 2016

Over seeing elementary school children during after school hours until



parents pick up. Playing structured games and helping with homework.

**EDUCATION**

High school Diploma

Conval Regional High school

June 2009

CPR certified- present

CRSW-present

Supervising CRSW- present



**CONTRACTOR NAME**Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Nelson Hayden, MLADC	Dir. Community Substance Use Services	\$2080.80/wk	82%	\$1,706.26/week
Dawn Harland, MD	Medical Director	\$2,500/wk	100%	\$2,500.00
Laurie Butz-Meyerrose, LCMHC, MLADC, ACS	Clinician	\$1,386.79/wk	100%	\$1,386.79/week
Tracy Grissom, LCMHC	Clinician	\$1,377.00/wk	100%	\$1,377.00/week
Heather Trempe, MS	Clinician	\$1,234.20/wk	100%	\$1,234.20/week
Tara Abbott, RN	Registered Nurse, MAT	\$1,357.42/wk	100%	\$1,357.42/week
David Burrows	Peer Recovery Support Spec.	\$504.29/wk	100%	\$504.29/week
Erica Snyder, CRSW	Cert. Recovery Support Worker	\$538.56/wk	100%	\$538.56/week
Debbie Norris	Administrative Asst.	\$816.00/wk	100%	\$816.00/week
Judy Gallagher, MLADC	Clinical Supervisor	\$270.00/wk	100%	\$270.00/week



JAN 20 '21 PM 3:57 RCVD

10 mac



Lori A. Shiblinette  
Commissioner

Katja S. Fox  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES

*DIVISION FOR BEHAVIORAL HEALTH*

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

January 19, 2021

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division for Behavioral Health, to **Retroactively** amend existing **Sole Source** contracts with the vendors listed in **bold** below to continue a statewide system of Doorways that provide access to substance use disorder treatment and recovery services and supports, by exercising renewal options by increasing the total price limitation by \$6,898,532 from \$27,125,987 to \$34,024,519 and by extending the completion dates from September 29, 2020 to September 29, 2021 effective retroactive to September 29, 2020 upon Governor and Council approval. 97.28% Federal and 2.72% Other Funds.

The individual contracts were approved by Governor and Council as specified in the table below.

Vendor Name	Vendor Code	Area Served	Current Amount	Increase/ (Decrease)	New Amount	G&C Approval
<b>Androscoggin Valley Hospital, Inc., Berlin, NH</b>	<b>177220-B002</b>	Berlin	\$1,670,051	\$279,466	\$1,949,517	O: 10/31/18 Item #17A A1: 8/28/19 (Item #10) A2: 6/24/20 (Item #31)
<b>Concord Hospital, Inc., Concord, NH</b>	<b>177653-B003</b>	Concord	\$2,272,793	\$416,001	\$2,688,794	O: 10/31/18 Item #17A A1: 8/28/19 (Item #10) A2: 6/24/20 (Item #31)
<b>Granite Pathways, Concord, NH</b>	<b>228900-B001</b>	Concord	\$6,895,879	\$0	\$6,895,879	O: 10/31/18 (Item #17A) A1: 9/18/19, (Item #20)
<b>Littleton Regional Hospital, Littleton, NH</b>	<b>177162-B011</b>	Littleton	\$1,713,805	\$446,884	\$2,160,689	O: 10/31/18 (Item #17A) A1: 9/18/19, (Item #20) A2: 6/24/20 (Item #31)



His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
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LRGHealthcare Laconia, NH	177161 -B006	Laconia	\$1,987,673	\$329,403	\$2,317,076	O: 10/31/18 (Item #17A) A1: 9/18/19, (Item #20) A2: 6/24/20 (Item #31)
Mary Hitchcock Memorial Hospital, Lebanon, NH	177651 -B001	Lebanon	\$4,349,314	\$0	\$4,349,314	O: 10/31/18 Item #17A A1: 11/14/19 (Item #11) A2: 9/18/19, (Item #20) A3: 6/24/20 (Item #31)
The Cheshire Medical Center, Keene, NH	155405 -B001	Keene	\$1,947,690	\$1,116,050	\$3,063,740	O: 10/31/18 (Item #17A) A1: 9/18/19, (Item #20) A2: 6/24/20 (Item #31)
Wentworth- Douglass, Hospital, Dover, NH	177187 -B001	Dover	\$2,769,452	\$1,339,947	\$4,109,399	O: 10/31/18 (Item #17A) A1: 9/18/19, (Item #20) A2: 6/24/20 (Item #31)
Catholic Medical Center, Manchester, NH	177240 -B003	Greater Manchester	\$1,948,342	\$2,970,781	\$4,919,123	O: 3/11/20 (Item #9A)
Southern New Hampshire Health System, Inc., Nashua, NH	177321 -R004	Greater Nashua	\$1,570,988	\$0	\$1,570,988	O: 3/11/20 (Item #9A)
		Total	\$27,125,987	\$6,898,532	\$34,024,519	

Funds are available in the following accounts for State Fiscal Year 2021, and are anticipated to be available in State Fiscal Years 2022, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

#### EXPLANATION

This request is **Retroactive** because sufficient funds in State Fiscal Year 2021 were not available in the operating budget considering the grant amount awarded, and due to delay by the Substance Abuse and Mental Health Services Administration in approving New Hampshire's requests for continued State Opioid Response Grant funding the efforts to add the state appropriations were deferred. This request is **Sole Source** because the contracts were originally approved as sole source and MOP 150 requires any subsequent amendments to be labelled as sole source.



His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 3 of 3

The purpose of this request is to continue providing services through the Doorways by utilizing unexpended funds from the first round of State Opioid Response funding, adding funding from the second round of State Opioid Response, and adding funding to address the needs of individuals with substance use disorders not covered under State Opioid Response.

Approximately 2,000 individuals will be served from September 30, 2020 to September 29, 2021.

The contractors will continue providing a network of Doorways to ensure every resident in New Hampshire has access to substance use disorder treatment and recovery services in person during typical business hours. Additionally, telephonic services for screening, assessment, and evaluations for substance use disorders are available through the Doorways 24 hours, seven (7) days a week, to ensure no one in New Hampshire has to travel more than 60 minutes to access services.

The Doorways' services provide resources to strengthen existing prevention, treatment, and recovery programs; ensure access to critical services to decrease the number of opioid-related deaths in New Hampshire; and promote engagement in the recovery process. Individuals with substance use disorders other than opioids or stimulants are also being seen and referred to the appropriate services by the Doorways.

The Department will monitor contracted services using the following methods:

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

As referenced in Exhibit C-1 Revisions to Standard Contract Language, Paragraph 3. Renewals, or Exhibit A, Revisions to Standard Contract Provisions, Subsection 1 – Revisions to Form P-37, General Provisions, in the case of Catholic Medical Center and Southern New Hampshire Health System, Inc., of the original contracts the parties have the option to extend the agreements for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for one (1) of the two (2) years available.

Should the Governor and Council not authorize this request, individuals seeking treatment for opioid use disorder may experience difficulty navigating a complex system; may not receive the supports and clinical services they need; and may experience delays in receiving care that negatively impact recovery and increase the risk of relapse.

Areas served: Statewide.

Source of Funds: CFDA #93.788, FAIN #H79TI081685 and H79TI083326.

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

Respectfully submitted,



Lori A. Weaver  
Deputy Commissioner



DEPARTMENT OF HEALTH AND HUMAN SERVICES  
COMMUNITY MENTAL HEALTH CENTER CONTRACT AMENDMENTS  
SFY 2016 FINANCIAL DETAIL

05-95-92-920510-70400000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF HHS: BEHAVIORAL HEALTH DIV OF BUREAU OF DRUG & ALCOHOL SERVICES, STATE OPIOID RESPONSE GRANT 100% Federal Funds CFDA #93.788 FAIN H79T081685 and H79T083326

Androscoquin Valley

Vendor # 177220

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	\$ 619,850.00	\$ (355,600.00)	\$ 234,250.00
2020	102/500731	Contracts for Program Services	92057040	\$ 848,918.00	\$ (195,933.00)	\$ 652,985.00
2021	102/500731	Contracts for Program Services	92057040	\$ 201,283.00	\$ -	\$ 201,283.00
2021	102/500731	Contracts for Program Services	92057047	\$ -	\$ 181,000.00	\$ 181,000.00
2021	102/500731	Contracts for Program Services	92057048	\$ -	\$ 436,666.00	\$ 436,666.00
2022	102/500731	Contracts for Program Services	92057048	\$ -	\$ 218,333.00	\$ 218,333.00
		Sub Total		\$ 1,670,051.00	\$ 254,466.00	\$ 1,924,517.00

Concord

Vendor # 177853

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	\$ 710,746.00	\$ (447,973.00)	\$ 262,773.00
2020	102/500731	Contracts for Program Services	92057040	\$ 1,325,131.00	\$ -	\$ 1,325,131.00
2021	102/500731	Contracts for Program Services	92057040	\$ 236,916.00	\$ -	\$ 236,916.00
2021	102/500731	Contracts for Program Services	92057047	\$ -	\$ 166,000.00	\$ 166,000.00
2021	102/500731	Contracts for Program Services	92057048	\$ -	\$ 400,000.00	\$ 400,000.00
2022	102/500731	Contracts for Program Services	92057048	\$ -	\$ 200,000.00	\$ 200,000.00
		Sub Total		\$ 2,272,793.00	\$ 318,027.00	\$ 2,590,820.00

Cheshire

Vendor # 155405

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	\$ 615,100.00	\$ (3,813.00)	\$ 611,287.00
2020	102/500731	Contracts for Program Services	92057040	\$ 1,127,557.00	\$ -	\$ 1,127,557.00
2021	102/500731	Contracts for Program Services	92057040	\$ 205,033.00	\$ -	\$ 205,033.00
2021	102/500731	Contracts for Program Services	92057047	\$ -	\$ 229,925.00	\$ 229,925.00
2021	102/500731	Contracts for Program Services	92057048	\$ -	\$ 532,304.00	\$ 532,304.00
2022	102/500731	Contracts for Program Services	92057048	\$ -	\$ 266,152.00	\$ 266,152.00
		Sub Total		\$ 1,947,690.00	\$ 1,024,568.00	\$ 2,972,258.00



DEPARTMENT OF HEALTH AND HUMAN SERVICES  
COMMUNITY MENTAL HEALTH CENTER CONTRACT AMENDMENTS  
SFY 2016 FINANCIAL DETAIL

Granite Pathways Manchester

Vendor #228900

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	\$ 1,331,471.00	\$ -	\$ 1,331,471.00
2020	102/500731	Contracts for Program Services	92057040	\$ 2,349,699.00	\$ -	\$ 2,349,699.00
2021	102/500731	Contracts for Program Services	92057040	\$ -	\$ -	\$ -
2021	102/500731	Contracts for Program Services	92057040	\$ -	\$ -	\$ -
2021	102/500731	Contracts for Program Services	92057040	\$ -	\$ -	\$ -
2022	102/500731	Contracts for Program Services	92057048	\$ -	\$ -	\$ -
		Sub Total		\$ 3,681,170.00	\$ -	\$ 3,681,170.00

Granite Pathways Nashua

Vendor # 228900

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	\$ 1,348,973.00	\$ -	\$ 1,348,973.00
2020	102/500731	Contracts for Program Services	92057040	\$ 1,865,736.00	\$ -	\$ 1,865,736.00
2021	102/500731	Contracts for Program Services	92057040	\$ -	\$ -	\$ -
2021	102/500731	Contracts for Program Services	92057040	\$ -	\$ -	\$ -
2021	102/500731	Contracts for Program Services	92057040	\$ -	\$ -	\$ -
2022	102/500731	Contracts for Program Services	92057048	\$ -	\$ -	\$ -
		Sub Total		\$ 3,214,709.00	\$ -	\$ 3,214,709.00

Littleton Regional

Vendor # 177162

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	\$ 627,250.00	\$ (388,115.00)	\$ 239,135.00
2020	102/500731	Contracts for Program Services	92057040	\$ 882,805.00	\$ -	\$ 882,805.00
2021	102/500731	Contracts for Program Services	92057040	\$ 203,750.00	\$ -	\$ 203,750.00
2021	102/500731	Contracts for Program Services	92057047	\$ -	\$ 175,000.00	\$ 175,000.00
2021	102/500731	Contracts for Program Services	92057048	\$ -	\$ 423,333.00	\$ 423,333.00
2022	102/500731	Contracts for Program Services	92057048	\$ -	\$ 211,666.00	\$ 211,666.00
		Sub Total		\$ 1,713,805.00	\$ 421,884.00	\$ 2,135,689.00

LRGHealthcare

Vendor # 177161

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	\$ 615,000.00	\$ (115,000.00)	\$ 500,000.00
2020	102/500731	Contracts for Program Services	92057040	\$ 1,167,673.00	\$ (525,559.00)	\$ 642,114.00
2021	102/500731	Contracts for Program Services	92057040	\$ 205,000.00	\$ -	\$ 205,000.00
2021	102/500731	Contracts for Program Services	92057047	\$ -	\$ 178,000.00	\$ 178,000.00
2021	102/500731	Contracts for Program Services	92057048	\$ -	\$ 430,000.00	\$ 430,000.00
2022	102/500731	Contracts for Program Services	92057048	\$ -	\$ 215,000.00	\$ 215,000.00
		Sub Total		\$ 1,987,673.00	\$ 182,441.00	\$ 2,170,114.00



DEPARTMENT OF HEALTH AND HUMAN SERVICES  
COMMUNITY MENTAL HEALTH CENTER CONTRACT AMENDMENTS  
SFY 2016 FINANCIAL DETAIL

Mary Hitchcock

Vendor # 177180

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	\$ 1,390,247.00		\$ 1,390,247.00
2020	102/500731	Contracts for Program Services	92057040	\$ 2,575,109.00		\$ 2,575,109.00
2021	102/500731	Contracts for Program Services	92057040	\$ 383,958.00		\$ 383,958.00
2021	102/500731	Contracts for Program Services	92057047	\$ -		\$ -
2021	102/500731	Contracts for Program Services	92057048	\$ -		\$ -
2022	102/500731	Contracts for Program Services	92057048	\$ -		\$ -
		Sub Total		\$ 4,349,314.00	\$ -	\$ 4,349,314.00

Wentworth Douglass

Vendor # 177187

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	\$ 722,025.00	\$ (184,962.00)	\$ 537,063.00
2020	102/500731	Contracts for Program Services	92057040	\$ 1,806,752.00		\$ 1,806,752.00
2021	102/500731	Contracts for Program Services	92057040	\$ 240,675.00		\$ 240,675.00
2021	102/500731	Contracts for Program Services	92057047	\$ -	\$ 299,000.00	\$ 299,000.00
2021	102/500731	Contracts for Program Services	92057048	\$ -	\$ 691,360.00	\$ 691,360.00
2022	102/500731	Contracts for Program Services	92057048	\$ -	\$ 345,680.00	\$ 345,680.00
		Sub Total		\$ 2,769,452.00	\$ 1,151,078.00	\$ 3,920,530.00

Catholic Medical Center

Vendor # 177240

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	\$ -	\$ -	\$ -
2020	102/500731	Contracts for Program Services	92057040	\$ 1,223,728.00	\$ (878,709.00)	\$ 345,019.00
2021	102/500731	Contracts for Program Services	92057040	\$ 724,614.00		\$ 724,614.00
2021	102/500731	Contracts for Program Services	92057047	\$ -	\$ 802,501.00	\$ 802,501.00
2021	102/500731	Contracts for Program Services	92057048	\$ -	\$ 1,846,000.00	\$ 1,846,000.00
2022	102/500731	Contracts for Program Services	92057048	\$ -	\$ 923,000.00	\$ 923,000.00
		Sub Total		\$ 1,948,342.00	\$ 2,692,792.00	\$ 4,641,134.00

Southern New Hampshire Health Systems, Inc.

Vendor # 177321

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	\$ -		\$ -
2020	102/500731	Contracts for Program Services	92057040	\$ 1,048,716.00		\$ 1,048,716.00
2021	102/500731	Contracts for Program Services	92057040	\$ 522,272.00		\$ 522,272.00
2021	102/500731	Contracts for Program Services	92057047	\$ -		\$ -
2021	102/500731	Contracts for Program Services	92057048	\$ -		\$ -
2022	102/500731	Contracts for Program Services	92057048	\$ -		\$ -
		Sub Total		\$ 1,570,988.00	\$ -	\$ 1,570,988.00
		Total SOR		\$ 27,125,937.00	\$ 6,045,256.00	\$ 33,171,193.00



**DEPARTMENT OF HEALTH AND HUMAN SERVICES  
COMMUNITY MENTAL HEALTH CENTER CONTRACT AMENDMENTS  
SFY 2016 FINANCIAL DETAIL**

**05-95-92-920510-33820000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)**

**Vendor # 177220**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2021	102/500731	Contracts for Program Services	92058501	\$ -	\$ 18,750.00	\$ 18,750.00
2022	102/500731	Contracts for Program Services	92058501	\$ -	\$ 6,250.00	\$ 6,250.00
		<b>Sub Total</b>		\$ -	\$ 25,000.00	\$ 25,000.00

**Vendor # 177853**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2021	102/500731	Contracts for Program Services	92058501	\$ -	\$ 73,481.00	\$ 73,481.00
2022	102/500731	Contracts for Program Services	92058501	\$ -	\$ 24,493.00	\$ 24,493.00
		<b>Sub Total</b>		\$ -	\$ 97,974.00	\$ 97,974.00

**Vendor # 155405**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2021	102/500731	Contracts for Program Services	92058501	\$ -	\$ 68,612.00	\$ 68,612.00
2022	102/500731	Contracts for Program Services	92058501	\$ -	\$ 22,870.00	\$ 22,870.00
		<b>Sub Total</b>		\$ -	\$ 91,482.00	\$ 91,482.00

**Vendor # 177162**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2021	102/500731	Contracts for Program Services	92058501	\$ -	\$ 18,750.00	\$ 18,750.00
2022	102/500731	Contracts for Program Services	92058501	\$ -	\$ 6,250.00	\$ 6,250.00
		<b>Sub Total</b>		\$ -	\$ 25,000.00	\$ 25,000.00

**Vendor # 177181**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2021	102/500731	Contracts for Program Services	92058501	\$ -	\$ 110,222.00	\$ 110,222.00
2022	102/500731	Contracts for Program Services	92058501	\$ -	\$ 36,740.00	\$ 36,740.00
		<b>Sub Total</b>		\$ -	\$ 146,962.00	\$ 146,962.00

**Vendor # 177160**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2021	102/500731	Contracts for Program Services	92058501	\$ -	\$ -	\$ -
2022	102/500731	Contracts for Program Services	92058501	\$ -	\$ -	\$ -
		<b>Sub Total</b>		\$ -	\$ -	\$ -

**Vendor # 177187**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2021	102/500731	Contracts for Program Services	92058501	\$ -	\$ 141,652.00	\$ 141,652.00
2022	102/500731	Contracts for Program Services	92058501	\$ -	\$ 47,217.00	\$ 47,217.00
		<b>Sub Total</b>		\$ -	\$ 188,869.00	\$ 188,869.00



DEPARTMENT OF HEALTH AND HUMAN SERVICES  
COMMUNITY MENTAL HEALTH CENTER CONTRACT AMENDMENTS  
SFY 2016 FINANCIAL DETAIL

Catholic Medical Center

Vendor # 177240

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2021	102/500731	Contracts for Program Services	92058501	\$ -	\$ 208,492.00	\$ 208,492.00
2022	102/500731	Contracts for Program Services	92058501	\$ -	\$ 69,497.00	\$ 69,497.00
		Sub Total		\$ -	\$ 277,989.00	\$ 277,989.00

Southern New Hampshire Health Systems, Inc.

Vendor # 177321

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2021	102/500731	Contracts for Program Services	92058501	\$ -		\$ -
2022	102/500731	Contracts for Program Services	92058501	\$ -		\$ -
		Sub Total		\$ -	\$ -	\$ -
		Total Gov Commitment		\$ -	\$ 853,276.00	\$ 853,276.00
		Total All		\$ 27,125,887.00	\$ 4,898,532.00	\$ 34,024,519.00



**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**



**State of New Hampshire  
Department of Health and Human Services  
Amendment #3 to the Access and Delivery Hub for Opioid Use Disorder Services Contract**

This 3<sup>rd</sup> Amendment to the Access and Delivery Hub for Opioid Use Disorder Services contract (hereinafter referred to as "Amendment #3") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and The Cheshire Medical Center, (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 580 Court Street, Keene, NH 03431.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on October 31, 2018 (Item #17A), as amended on September 18, 2019, (Item #20), and on June 24, 2020, (Item #31) the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Paragraph 3: Renewal, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:  
September 29, 2021. ---
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$3,063,740
3. Modify Exhibit A Amendment #1, Scope of Services, by replacing in its entirety with Exhibit A Amendment #3, Scope of Services, in order to update all references to current funding sources and related requirements, which is attached hereto and incorporated by reference herein.
4. Modify Exhibit B Amendment #1, Methods and Conditions Precedent to Payment, by replacing in its entirety with Exhibit B Amendment #3, Methods and Conditions Precedent to Payment, in order to bring payment terms into compliance with current Department of Administrative Services Manual of Procedures standards, which is attached hereto and incorporated by reference herein.
5. Modify Exhibit B-1, Budget by reducing the total budget amount by \$3,813, which is identified as unspent funding that is being carried forward to fund the activities in this Agreement for SFY 21 (September 30, 2020 through December 31, 2020), as specified, in part, in Exhibit B-4 Amendment #3 NCE.
6. Add Exhibit B-4 Amendment #3 NCE, which is attached hereto and incorporated by reference herein.
7. Add Exhibit B-5 Amendment #3 GovComm, which is attached hereto and incorporated by reference herein.
8. Add Exhibit B-6 Amendment #3 SOR II, which is attached hereto and incorporated by reference herein.
9. Add Exhibit B-7 Amendment #3 GovComm, which is attached hereto and incorporated by reference herein.

The Cheshire Medical Center

Amendment #3

Contractor Initials

OS  
KW



**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**



10. Add Exhibit B-8 Amendment #3 SOR II, which is attached hereto and incorporated by reference herein.

OS  
KW



**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**



All terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #3 remain in full force and effect. This amendment shall be effective retroactive to September 29, 2020, upon Governor and Executive Council approval.

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

State of New Hampshire  
Department of Health and Human Services

1/5/2021

Date

DocuSigned by:

Katja Fox

ED0805B04C83442

Name: Katja Fox

Title: Director

The Cheshire Medical Center

12/31/2020

Date

DocuSigned by:

Kathy Willbarger

5651E2D181384EE

Name: Kathy Willbarger

Title: Senior VP Finance



**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**



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

**OFFICE OF THE ATTORNEY GENERAL**

1/15/2021

Date

DocuSigned by:

A handwritten signature in black ink, appearing to read "C. Pinos".

Name: Catherine Pinos

Title: Attorney

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

**OFFICE OF THE SECRETARY OF STATE**

Date

Name:

Title:



**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**



**EXHIBIT A – Amendment #3**

**Scope of Services**

**1. Provisions Applicable to All Services**

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. All Exhibits B Amendment #3 through K are attached hereto and incorporated by reference herein.

**2. Statement of Work**

- 2.1. The Contractor shall develop, implement and operationalize a regional Access and Delivery Hub for Opioid Use Disorder (from herein referred to as the "Doorway") for substance use disorder (SUD) treatment and recovery support service access in accordance with the terms and conditions approved by Substance Abuse and Mental Health Services Administration (SAMHSA) for the State Opioid Response (SOR) grant.
- 2.2. The Contractor shall provide residents in the Keene Region with access to referrals to SUD treatment and recovery support services and other health and social services.
- 2.3. The Contractor shall participate in technical assistance, guidance, and oversight activities, as directed by the Department, for continued development and enhancement of Doorway services.
- 2.4. The Contractor shall collaborate with the Department to assess capacity and resource needs, as evidenced by a feasibility and sustainability plan, to provide services either directly, or indirectly through a professional services agreement approved by the Department, that include, but are not limited to:
  - 2.4.1. Care coordination to support evidence-based medication assisted treatment (MAT) induction services consistent with the principles of the Medication First model.
  - 2.4.2. Coordination of outpatient and inpatient SUD services, in accordance with the American Society of Addiction Medicine (ASAM).
  - 2.4.3. Coordination of services and support outside of Doorway operating hours specified in Paragraph 3.1.1., while awaiting intake with the Doorway.



**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**



**EXHIBIT A – Amendment #3**

- 
- 2.4.4. Expanding provisions for Core Doorway services to additional eligible SOR populations, as defined in Paragraph 4.2.1.
- 2.5. The Contractor shall collaborate with the Department, throughout the contract period, to identify gaps in financial and staffing resources required in Section 5. Staffing.
- 2.6. The Contractor shall ensure formalized coordination with 2-1-1 NH and other agencies and community-based programs that make up the components of the Doorway System to ensure services and supports are available to individuals after Doorway operating hours. The Contractor shall ensure coordination includes, but is not limited to:
- 2.6.1. Establishing a Qualified Services Arrangement (QSA) or Memorandum of Understanding (MOU) for after hour services and supports, which includes but are not limited to:
- 2.6.1.1. A process that ensures a client's preferred Doorway receives information on the client, outcomes, and events for continued follow-up.
- 2.6.1.2. A process for sharing information about each client to allow for prompt follow-up care and supports, in accordance with applicable state and federal requirements, that includes but is not limited to:
- 2.6.1.2.1. Any locations to which the client was referred for respite care or housing.
- 2.6.1.2.2. Other services offered or provided to the client.
- 2.6.2. Collaborating with the Department to:
- 2.6.2.1. Implement a centralized closed loop referral system, utilizing the technology solution procured by the Department in order to improve care coordination and client outcomes.
- 2.6.2.2. Develop a plan no later than December 2020 identifying timelines and requirements for implementing the closed loop referral system.
- 2.6.3. Enabling the sharing of information and resources, which include, but are not limited to:
- 2.6.3.1. Patient demographics.
- 2.6.3.2. Referrals made, accepted, and outstanding.
- 2.6.3.3. Services rendered.



**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**



**EXHIBIT A – Amendment #3**

- 2.6.3.4. Identification of resource providers involved in each client's care.
- 2.7. The Contractor, with the assistance of the Department, shall establish formalized agreements to enroll and contract with:
- 2.7.1. Medicaid Managed Care Organizations (MCO) to coordinate case management efforts on behalf of the client.
  - 2.7.2. Private insurance carriers to coordinate case management efforts on behalf of the client.
- 2.8. The Contractor shall create policies relative to obtaining patient consent for disclosure of protected health information, as required by state administrative rules and federal and state laws, for agreements reached with MCOs and private insurance carriers as outlined in Subsection 2.7.
- 2.9. The Contractor shall develop a Department-approved conflict of interest policy related to Doorway services and referrals to SUD treatment and recovery supports and services programs funded outside of this contract that maintains the integrity of the referral process and client choice in determining placement in care.
- 2.10. The Contractor shall participate in regularly scheduled learning and educational sessions with other Doorways that are hosted, and/or recommended, by the Department.
- 2.11. The Contractor shall convene or participate in regional community partner meetings to provide information and receive feedback regarding the Doorway services. The Contractor shall:
- 2.11.1. Ensure regional community partners include, but are not limited to:
    - 2.11.1.1. Municipal leaders.
    - 2.11.1.2. Regional Public Health Networks.
    - 2.11.1.3. Continuum of Care Facilitators.
    - 2.11.1.4. Health care providers.
    - 2.11.1.5. Social services providers.
    - 2.11.1.6. Other stakeholders, as appropriate.
  - 2.11.2. Ensure meeting agendas include, but are not limited to:
    - 2.11.2.1. Receiving input on successes of services.



**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**



**EXHIBIT A – Amendment #3**

- 
- 2.11.2.2. Sharing challenges experienced since the last regional community partner meeting.
  - 2.11.2.3. Sharing methods and actions that can be taken to improve transitions and process flows.
  - 2.11.3. Provide meeting minutes to partners and the Department no later than ten (10) days following each community partners meetings.
  - 2.12. The Contractor shall inform the Department of the regional goals to be included in the future development of needs assessments the Contractor and its regional partners have during the contract period, including, but not limited to, goals pertaining to:
    - 2.12.1. Naloxone use.
    - 2.12.2. Enhanced coverage and services to enable reduced Emergency Room use.
    - 2.12.3. Reducing overdose related fatalities.
  - 3. **Scope of Work for Doorway Activities**
    - 3.1. The Contractor shall ensure that, unless an alternative schedule for the Doorway to meet the needs of the community is proposed and approved by the Department, the Doorway provides, in one (1) location, at a minimum:
      - 3.1.1. Hours of operation that includes:
        - 3.1.1.1. 8:00 am to 5:00 pm Monday through Friday.
        - 3.1.1.2. Expanded hours as agreed to by the Department.
      - 3.1.2. A physical location for clients to receive face-to-face services, ensuring any request for a change in location is submitted to the Department no later than thirty (30) days prior to the requested move for Department approval.
      - 3.1.3. Telehealth services consistent with guidelines set forth by the Department.
      - 3.1.4. Telephonic services for calls referred to the Doorway by 2-1-1 NH.
      - 3.1.5. Initial intake and screening to assess an individual's potential need for Doorway services.
      - 3.1.6. Crisis intervention and stabilization counseling services provided by a licensed clinician for any individual in an acute Opioid Use Disorder (OUD)-related crisis who requires immediate non-emergency intervention. If the individual is calling rather than physically presenting at the Doorway, the Contractor shall ensure services include, but are not limited to:



**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**



**EXHIBIT A – Amendment #3**

- 3.1.6.1. Directing callers to dial 911 if a client is in imminent danger or there is an emergency.
- 3.1.6.2. If the client is unable or unwilling to call 911, the Doorway shall immediately contact emergency or mobile crisis services.
- 3.1.7. Clinical evaluations that include:
  - 3.1.7.1. Evaluations of all ASAM Criteria (ASAM, October 2013), domains.
  - 3.1.7.2. A level of care recommendation based on ASAM Criteria (October 2013).
  - 3.1.7.3. Identification of client strengths and resources that can be used to support treatment and recovery.
- 3.1.8. Development of a clinical service plan in collaboration with the client based on the clinical evaluation referenced in Subsection 3.1.8. The Contractor shall ensure the clinical service plan includes, but is not limited to:
  - 3.1.8.1. Determination of an initial ASAM level of care.
  - 3.1.8.2. Identification of any needs the client may have relative to supportive services including, but not limited to:
    - 3.1.8.2.1. Physical health needs.
    - 3.1.8.2.2. Mental health and other behavioral health needs.
    - 3.1.8.2.3. Peer recovery support services needs.
    - 3.1.8.2.4. Social services needs.
    - 3.1.8.2.5. Criminal justice needs that include Corrections, Drug Court, and Division for Children, Youth, and Families (DCYF) matters.
  - 3.1.8.3. A plan for addressing all areas of need identified in Paragraph 3.1.8. by determining goals that are patient-centered, specific, measurable, attainable, realistic, and timely (SMART goals).
  - 3.1.8.4. Plans for referrals to external providers to offer interim services, when the level of care identified in Paragraph 3.1.8. is not available to the client within forty-eight (48) hours of service plan development, which are defined as:
    - 3.1.8.4.1. A minimum of one (1) sixty (60) minute individual or group outpatient session per week; and/or



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- 3.1.8.4.2. Recovery support services, as needed by the client; and/or
- 3.1.8.4.3. Daily calls to the client to assess and respond to any emergent needs; and/or
- 3.1.8.4.4. Respite shelter while awaiting treatment and recovery services.
- 3.1.9. A staff person, which can be a licensed clinician, Certified Recovery Support Worker (CRSW), or other non-clinical support staff, capable of assisting specialty populations with accessing services that may have additional entry points to services or specific eligibility criteria. Specialty populations include, but are not limited to:
  - 3.1.9.1. Veterans and service members.
  - 3.1.9.2. Pregnant, postpartum, and parenting women.
  - 3.1.9.3. DCYF involved families.
  - 3.1.9.4. Individuals at-risk of or with HIV/AIDS.
  - 3.1.9.5. Adolescents.
- 3.1.10. Facilitated referrals to SUD treatment and recovery support and other health and social services, which shall include, but not be limited to:
  - 3.1.10.1. Developing and implementing adequate consent policies and procedures for client-level data sharing and shared care planning with external providers, in accordance with HIPAA and 42 CFR Part 2.
  - 3.1.10.2. Determining referrals based on the service plan developed in Paragraph 3.1.8.
  - 3.1.10.3. Assisting clients with obtaining services with the provider agency, as appropriate.
  - 3.1.10.4. Contacting the provider agency on behalf of the client, as appropriate.
  - 3.1.10.5. Assisting clients with meeting the financial requirements for accessing services including, but not limited to:
    - 3.1.10.5.1. Identifying sources of financial assistance for accessing services and supports.



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3.1.10.5.2. Providing assistance with accessing financial assistance including, but not limited to:

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

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

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

3.1.10.5.3. When no other payer is available, assisting clients with accessing services by maintaining a flexible needs fund specific to the Doorway region that supports clients who meet the eligibility criteria for assistance under a Department-approved Flexible Needs Fund Policy with their financial needs, which may include, but are not limited to:

3.1.10.5.3.1. Transportation for eligible clients to and from recovery-related medical appointments, treatment programs, and other locations;

3.1.10.5.3.2. Childcare to permit an eligible client who is a parent or caregiver to attend recovery-related medical appointments, treatment programs, and other appointments;

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

3.1.10.5.3.4. Provision of light snacks not to exceed three dollars (\$3.00) per eligible client;

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



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3.1.10.5.3.6. Other uses preapproved in writing by the Department.

3.1.10.5.4. Assisting individuals in need of respite shelter resources while awaiting treatment and recovery services using available resources consistent with the Department's guidance. The Contractor shall:

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

3.1.10.5.4.1.1. A Doorway client;

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

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

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

3.1.11.1. Ongoing assessment of the clinical evaluation in Paragraph 3.1.8. for individuals to ensure the appropriate levels of care and supports identified are appropriate and revising the levels of care based on response to receiving interim services and supports.

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

3.1.11.3. Supporting clients with meeting the admission, entrance, and intake requirements of the provider agency.

3.1.11.4. Ongoing follow-up and support of clients engaged in services in collaboration or consultation with the client's external service

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provider(s) until a discharge Government Performance and Results Act (GPRA) interview is completed. The Contractor shall ensure follow-up and support includes, but is not limited to:

3.1.11.4.1. Attempting to contact each client at a minimum, once per week until the discharge GPRA interview is completed, according to the following guidelines:

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

3.1.11.4.1.2. If the attempt in Unit 3.1.12.4.1. is not successful, attempt a second contact, as necessary, by telephone, in person or by an alternative method approved by the Department at such a time when the client would normally be available no sooner than two (2) business days and no later than three (3) business days after the first attempt.

3.1.11.4.1.3. If the attempt in Subunit 3.1.12.4.1.2. is not successful, attempt a third contact, as necessary, by telephone, in person or by an alternative method approved by the Department at such a time when the client would normally be available, no sooner than two (2) business days and no later than three (3) business days after the second attempt.

3.1.11.4.1.4. Documenting all efforts of contact in a manner approved by the Department.

3.1.11.5. When the follow-up in Subparagraph 3.1.12.4. results in a determination that the individual is at risk of self-harm, the Contractor shall proceed in alignment with best practices for the prevention of suicide.



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- 3.1.11.6. When possible, client contact and outreach shall be conducted in coordination and consultation with the client's external service provider to ensure continuous communication and collaboration between the Doorway and service provider.
- 3.1.11.7. Each successful contact shall include, but not be limited to:
  - 3.1.11.7.1.1. Inquiring on the status of each client's recovery and experience with their external service provider.
  - 3.1.11.7.1.2. Identifying client needs.
  - 3.1.11.7.1.3. Assisting the client with addressing needs, as identified in Part 3.1.11.5.3.
  - 3.1.11.7.1.4. Providing early intervention to clients who have relapsed or whose recovery is at risk.
- 3.1.11.8. Collecting and documenting attempts to collect client-level data at multiple intervals including, but not limited to ensuring the GPRA Interview tool is completed and entered into the SAMHSA's Performance Accountability and Reporting System (SPARS), at a minimum:
  - 3.1.11.8.1. At intake or no later than seven (7) calendar days after the GPRA interview is conducted.
  - 3.1.11.8.2. Six (6) months post intake into Doorway services.
  - 3.1.11.8.3. Upon discharge from the initially referred service.
- 3.1.11.9. Documenting any loss of contact in the SPARS system using the appropriate process and protocols as defined by SAMHSA through technical assistance provided under the SOR grant.
- 3.1.11.10. Ensuring contingency management strategies are utilized to increase client engagement in follow-up GPRA interviews, which may include, but are not limited to gift cards provided to clients for follow-up participation at each follow-up interview, which shall not exceed thirty dollars (\$30) in value, ensuring payments are not used to incentivize participation in treatment.
- 3.1.11.11. Assisting individuals who are unable to secure financial resources, with enrollment in public or private insurance programs including but not limited to New Hampshire Medicaid, Medicare,



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and or waiver programs within fourteen (14) calendar days after intake.

- 3.1.11.12. Providing Naloxone purchase, distribution, information, and training to individuals and organizations who meet the eligibility criteria for receiving kits under the Department's Naloxone Distribution Policy.
- 3.2. The Contractor shall obtain consent forms from all clients served, either in-person, telehealth or other electronic means, to ensure compliance with all applicable state and federal confidentiality laws.
- 3.3. The Contractor shall provide services in accordance with:
  - 3.3.1. The twelve (12) Core Functions of the Alcohol and Other Drug Counselor.
  - 3.3.2. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice.
  - 3.3.3. The four (4) recovery domains, as described by the International Credentialing and Reciprocity Consortium. –
  - 3.3.4. TIP 27: Comprehensive Case Management for Substance Abuse Treatment.
- 3.4. The Contractor shall have policies and procedures that allow them to accept referrals and evaluations from SUD treatment and other service providers that include the utilization of the closed loop referral system procured by the Department.
- 3.5. The Contractor shall provide information to all individuals seeking services on how to file a grievance in the event of dissatisfaction with services provided. The Contractor shall ensure each individual seeking services receives information on:
  - 3.5.1. The steps to filing an informal complaint with the Contractor, including the specific contact person to whom the complaint should be sent.
  - 3.5.2. The steps to filing an official grievance with the Contractor and the Department with specific instructions on where and to whom the official grievance should be addressed.
- 3.6. The Contractor shall provide written policies and the formalized agreements to the Department for review and approval within twenty (20) business days of the contract effective date and thereafter when new agreements are entered into, policies are adopted, or when information is requested by the Department that include, but not limited to:
  - 3.6.1. Privacy notices and consent forms.
  - 3.6.2. Conflict of interest and financial assistance documentation.

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- 3.6.3. Shelter vouchers.
  - 3.6.4. Referrals and evaluation from other providers.
  - 3.6.5. Complaints.
  - 3.6.6. Grievances.
  - 3.6.7. Formalized agreements with community partners and other agencies that include, but are not limited to:
    - 3.6.7.1. 2-1-1 NH.
    - 3.6.7.2. Other Doorway partners.
    - 3.6.7.3. Providers and supports available after normal Doorway operating hours.
  - 3.7. The Contractor shall provide comprehensive MAT for individuals with OUD. Comprehensive MAT shall include, but not be limited to delivering outpatient or intensive outpatient treatment to individuals with OUD in accordance with ASAM criteria.
  - 3.8. The Contractor shall provide MAT information as a distinct part of reports and invoice documentation on clients receiving MAT and services provided in a format approved by the Department.
- 4. Subcontracting for the Doorways**
- 4.1. The Doorway shall submit all subcontracts the Doorway proposes to enter into for services funded through this contract to the Department for approval prior to execution.
  - 4.2. The Doorway may subcontract, with prior approval of the Department, for support and assistance in providing core Doorway services, which include:
    - 4.2.1. Screening;
    - 4.2.2. Assessment;
    - 4.2.3. Evaluation;
    - 4.2.4. Referral;
    - 4.2.5. Continuous case management;
    - 4.2.6. GPRA data completion; and
    - 4.2.7. Naloxone distribution.
  - 4.3. The Doorway shall at all times be responsible for continuous oversight of, and compliance with, all Core Doorway services and shall be the single point of contact with the Department for those Core services.



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- 4.4. Any subcontract for support and assistance in providing Core Doorway services shall ensure that the patient experience is consistent across the continuum of Core Doorway services and the subcontracted entities and personnel are at all times acting, in name and in fact, as agents of the Doorway. The Doorway shall consolidate Core Doorway services, to the greatest extent practicable, in a single location.
- 4.5. The Doorway may collaborate with the Department to identify and obtain the services of an agent to handle the fiscal and administrative processes for payment of flexible needs funds, ensuring all uses of flexible needs funds are approved by the Doorway, in accordance with approved policies.

**5. Staffing**

- 5.1. The Contractor shall ensure staff during regular hours of operation includes, at a minimum:
  - 5.1.1. One (1) clinician with the ability to provide clinical evaluations for ASAM level of care placement, in-person or telephonically.
  - 5.1.2. One (1) CRSW with the ability to fulfill recovery support and care coordination functions.
  - 5.1.3. One (1) staff person, who can be a licensed clinician, CRSW, or other non-clinical support staff, capable of aiding specialty populations as outlined in Paragraph 3.1.7.
- 5.2. The Contractor shall ensure sufficient staffing levels appropriate for the services provided and the number of clients served based on available staffing and the budget established for the Doorway.
- 5.3. The Contractor may provide alternative staffing, either temporary or long-term, for Department approval, thirty (30) calendar days before making the change to staffing.
- 5.4. The Contractor shall ensure all unlicensed staff providing treatment, education or recovery support services are directly supervised by a licensed supervisor.
- 5.5. The Contractor shall ensure no licensed supervisor supervises more than twelve (12) unlicensed staff unless the Department has approved an alternative supervision plan.
- 5.6. The Contractor shall ensure peer clinical supervision is provided for all clinicians including, but not limited to:
  - 5.6.1. Weekly discussion of cases with suggestions for resources or alternative approaches.



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- 5.6.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision.
- 5.7. The Contractor shall ensure staff meet all training requirements, which may be satisfied through existing licensure requirements and/or Department-approved alternative training curriculums or certifications and include, but are not limited to:
- 5.7.1. For all clinical staff:
- 5.7.1.1. Suicide prevention and early warning signs.
- 5.7.1.2. The 12 Core Functions of the Alcohol and Other Drug Counselor.
- 5.7.1.3. The standards of practice and ethical conduct, with particular emphasis given to the individual's role and appropriate responsibilities, professional boundaries, and power dynamics.
- 5.7.1.4. An approved course on the twelve (12) core functions and The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice within twelve (12) months of hire.
- 5.7.1.5. A Department-approved ethics course within twelve (12) months of hire.
- 5.7.2. For recovery support staff and other non-clinical staff working directly with clients:
- 5.7.2.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee.
- 5.7.2.2. The standards of practice and ethical conduct, with particular emphasis given to the individual's role and appropriate responsibilities, professional boundaries, and power dynamics, and confidentiality safeguards in accordance with HIPAA and 42 CFR Part 2, and state rules and laws.
- 5.7.2.3. The four (4) recovery domains as described by the International Credentialing and Reciprocity Consortium
- 5.7.2.4. An approved ethics course within twelve (12) months of hire.
- 5.7.3. Ensuring all recovery support staff and clinical staff receive annual continuous education regarding SUD.
- 5.7.4. Providing in-service training to all staff involved in client care within fifteen (15) business days of the contract effective date, or the staff person's start date, on the following:



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- 5.7.4.1. The contract requirements.
  - 5.7.4.2. All other relevant policies and procedures provided by the Department.
  - 5.8. The Contractor shall provide staff, subcontractors, or end users as defined in Exhibit K with periodic training in practices and procedures to ensure compliance with information security, privacy or confidentiality in accordance with state administrative rules and state and federal laws.
  - 5.9. The Contractor shall notify the Department in writing:
    - 5.9.1. Within one (1) week of hire of a new administrator, coordinator or any staff person essential to meeting the terms and conditions of this contract.
    - 5.9.2. Within seven (7) calendar days when there is not sufficient staffing to perform all required services for more than one (1) month.
  - 5.10. The Contractor shall have policies and procedures, as approved by the Department, related to student interns to address minimum coursework, experience, and core competencies for those interns having direct contact with individuals served by this contract.
  - 5.11. The Contractor shall ensure that student interns complete a Department-approved ethics course and a Department-approved course on the twelve (12) core functions as described in Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice within six (6) months of beginning their internship.
- 6. Records.**
- 6.1. The Contractor shall maintain the following records, to be provided to the Department upon request:
    - 6.1.1. Books, records, documents and other electronic or physical data evident of all expenses incurred, and all income received by the Contractor related to Exhibit A, Scope of Services.
    - 6.1.2. All records shall be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all costs and expenses, and are acceptable to the Department, 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.



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6.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, 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.

6.1.4. Medical records on each patient/recipient of services.

**7. Health Insurance Portability and Accountability Act and Confidentiality:**

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

7.2. All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the disclosure of any protected health information shall be in accordance with the regulatory provisions of HIPAA, 42 CFR Part 2, and applicable state and federal laws and rules. Further, the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, their attorney or guardian. Notwithstanding anything to the contrary contained herein, the covenants and conditions contained in this Section 7. of Exhibit A, Scope of Services shall survive the termination of the Contract for any reason whatsoever.

**8. Reporting Requirements.**

8.1. The Contractor shall comply with all aspects of the Department of Health and Human Services Bureau of Quality Assurance and Improvement Sentinel Event Reporting and Review Policy PO.1003 (referred to as PO. 1003), effective April 24, 2019, and any subsequent versions and/or amendments.



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- 8.2. The Contractor shall report to the Department of Health and Human Services Bureau of Drug and Alcohol Services within twenty-four (24) hours and follow up with written documentation submitted to the Bureau of Quality Assurance and Improvement within seventy-two (72) hours, as specified in PO 1003, any sentinel event that occurs with any individual who is receiving services under this contract. This does not replace the responsibility of the Contractor's responsibility to notify the appropriate authority if the Contractor suspects a crime has occurred.
- 8.3. The Contractor shall provide any information requested by the Department as follow up to a sentinel event report, or to complete a sentinel event review, with or without involvement in a requested sentinel event review.
- 8.4. The Contractor shall submit monthly activity reports on templates provided by the Department with data elements that include, but may not be limited to:
  - 8.4.1. Call counts.
  - 8.4.2. Counts of clients seen, separately identifying new clients and clients who revisit the Doorway after being administratively discharged.
  - 8.4.3. Reason types.
  - 8.4.4. Count of clinical evaluations.
  - 8.4.5. Count of referrals made and type.
  - 8.4.6. Naloxone distribution.
  - 8.4.7. Referral statuses.
  - 8.4.8. Recovery monitoring contacts.
  - 8.4.9. Service wait times, flex fund utilization.
  - 8.4.10. Respite shelter utilization.
- 8.5. The Contractor shall submit reports on naloxone kits distributed, utilizing a template provided by the Department.
- 8.6. The Contractor shall report on required data points specific to this SOR grant as identified by SAMHSA over the grant period.
- 8.7. The Contractor shall be required to prepare and submit ad hoc data reports, respond to periodic surveys, and other data collection requests as deemed necessary by the Department or SAMHSA.

**9. Performance Measures**



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- 9.1. The Department seeks to actively and regularly collaborate with providers to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- 9.2. The Department may collect other key data and metrics from Contractor(s), including client-level demographic, performance, and service data.
- 9.3. The Department may identify expectations for active and regular collaboration, including key performance measures, in the resulting contract. Where applicable, Contractor(s) must collect and share data with the Department in a format specified by the Department.

**10. Contract Management**

- 10.1. The Contractor shall participate in periodic meetings with the Department to review the operational status of the Doorway, for the duration of the contract.
- 10.2. The Contractor shall participate in operational site reviews on a schedule provided by the Department. All contract deliverables, programs, and activities shall be subject to review during this time. The Contractor shall:
  - 10.2.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements.
  - 10.2.2. Ensure the Department is provided with access that includes but is not limited to:
    - 10.2.2.1. Data.
    - 10.2.2.2. Financial records.
    - 10.2.2.3. Scheduled access to Contractor work sites, locations, work spaces and associated facilities.
    - 10.2.2.4. Unannounced access to Contractor work sites, locations, work spaces and associated facilities.
    - 10.2.2.5. Scheduled access to Contractor principals and staff.
- 10.3. The Contractor shall provide a Doorway information sheet and work plan regarding the Doorway's operations to the Department, annually, for review in the format prescribed by the Department.

**11. SOR Grant Standards**

- 11.1. The Contractor shall provide the Department with a budget narrative within thirty (30) days of the contract effective date.



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- 11.2. The Contractor shall meet with the Department within sixty (60) days of the contract effective date to review the proposed plan for contract implementation.
- 11.3. The Contractor and/or referred providers shall ensure that only Food and Drug Administration approved MAT for OUD is utilized.
- 11.4. The Contractor and referred providers shall only provide medical withdrawal management services to any individual supported by SOR Grant Funds if the withdrawal management service is accompanied by the use of injectable extended-release naltrexone, as clinically appropriate.
- 11.5. The Contractor and referred providers shall ensure that all uses of flexible needs funds and respite shelter funds are in compliance with the Department and SAMHSA requirements, which includes, but is not limited to ensuring recovery housing facilities utilized by clients are certified based on national standards aligned with the National Alliance for Recovery Residences standards and registered with the State of New Hampshire, Bureau of Drug and Alcohol Services in accordance with current NH Administrative Rules.
- 11.6. The Contractor and referred providers shall ensure staff who are trained in Presumptive Eligibility for Medicaid are available to assist clients with enrolling in public or private health insurance.
- 11.7. The Contractor and referred providers shall accept clients on MAT and facilitate access to MAT on-site or through referral for all clients supported with SOR Grant funds, as clinically appropriate.
- 11.8. The Contractor and referred providers shall coordinate with the NH Ryan White HIV/AIDS program for clients identified as at risk of, or with, HIV/AIDS.
- 11.9. The Contractor and referred providers shall ensure that all clients are regularly screened for tobacco use, treatment needs and referral to the QuitLine as part of treatment planning.
- 11.10. The Contractor shall collaborate with the Department to ensure compliance with all appropriate Department, State of NH, SAMHSA, and other Federal terms, conditions, and requirements.
- 11.11. The Contractor shall attest the understanding that SOR grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. The Contractor agrees that:
  - 11.11.1. Treatment in this context includes the treatment of opioid use disorder (OUD).



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- 11.11.2. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders.
- 11.11.3. This marijuana restriction applies to all subcontracts and MOUs that receive SOR funding.
- 11.11.4. Attestations will be provided to the Contractor by the Department.
- 11.11.5. The Contractor shall complete and submit all attestations to the Department within thirty (30) days of contract approval.
- 11.12. The Contractor shall refer to Exhibit B for grant terms and conditions including, but not limited to:
- 11.12.1. Invoicing.
- 11.12.2. Funding restrictions.
- 11.12.3. Billing.

**12. Data Management Requirements**

- 12.1. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements, which is attached hereto and incorporated by reference herein.

**13. Termination Report/Transition Plan**

- 13.1. In the event of early termination of the Agreement, the Contractor shall, within fifteen (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.
- 13.2. 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.
- 13.3. 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.

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- 13.4. 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.
- 13.5. 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. 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.

**14. Credits and Copyright Ownership**

- 14.1. 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, "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."
- 14.2. All materials produced or purchased under the contract shall have prior approval from the Department before printing, production, distribution or use. The Department 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. The Contractor shall not reproduce any materials produced under the contract without prior written approval from the Department.

**15. Operation of Facilities: Compliance with Laws and Regulations**

- 15.1. 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

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**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**



**EXHIBIT A – Amendment #3**

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)**

- 16.1. 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. Equipment Purchases**

- 17.1. The Contractor shall submit to the Department's Contract Unit a list of the purchased office equipment (with funding from this Contract). The list shall include office equipment such as, but not limited to, laptop computers, printers/scanners, and phones with the make, model, and serial number of each piece of office equipment.
- 17.2. The Contractor shall return said office equipment in Subsection 17.1. to the Department's Contract Unit within thirty (30) days from the completion date of the Contract.

**18. Compliance with Federal and State Laws**

- 18.1. 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.
- 18.2. Time and Manner of Determination.



**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**



**EXHIBIT A – Amendment #3**

18.2.1. 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.

**18.3. Documentation**

18.3.1. 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.

**18.4. Fair Hearings**

18.4.1. 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.



**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**



**EXHIBIT B Amendment #3**

**Methods and Conditions Precedent to Payment**

1. This Agreement is funded by:
  - 1.1. 97.28% Federal funds from the State Opioid Response Grant, as awarded on 09/30/2018, by the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, CFDA #93.788, FAIN TI081685, and as awarded on 09/30/2020, by the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, CFDA #93.788, FAIN TI083326.
  - 1.2. 2.72% Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment, and Recovery Funds.
2. Governor Commission Funds
  - 2.1. The Contractor shall utilize funds in Exhibit B-5 Amendment #3 GovComm and Exhibit B-7 Amendment #3 GovComm for the purpose of providing services and supports to clients whose needs do not make them eligible to receive SOR-funded services and supports.
  - 2.2. The Contractor shall collaborate with the Department to determine appropriate services and supports along with developing and submitting reports and invoices that are separate from reports and invoices submitted for SOR grant funds.
3. For the purposes of this Agreement:
  - 3.1. The Department has identified the Contractor as a Contractor, in accordance with 2 CFR 200.330.
  - 3.2. The Department has identified this Contract as NON-R&D, in accordance with 2 CFR §200.87.
  - 3.3. The de minimis Indirect Cost Rate of 10% applies in accordance with 2 CFR §200.414.
4. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibit B-1, Budget through Exhibit B-8 Amendment #3 SOR II.
5. The Contractor shall seek payment for services, as follows:
  - 5.1. First, the Contractor shall charge the client's private insurance or other payor sources.
  - 5.2. Second, the Contractor shall charge Medicare.
  - 5.3. Third, the Contractor shall charge Medicaid enrolled individuals, as follows:
    - 5.3.1. Medicaid Care Management: If enrolled with a Managed Care Organization (MCO), the Contractor shall be paid in accordance with its contract with the MCO.



**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**



**EXHIBIT B Amendment #3**

- 5.3.2. Medicaid Fee for Service: The Contractor shall bill Medicaid for services on the Fee for Service (FFS) schedule.
- 5.4. Fourth, the Contractor shall charge the client in accordance with the Sliding Fee Scale Program.
- 5.5. Lastly, if any portion of the amount specified in the Sliding Fee Scale remains unpaid, charge the Department for the unpaid balance.
6. The Contractor shall submit an invoice in a form satisfactory to the State by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment. Invoices shall be net any other revenue received towards the services billed in fulfillment of this agreement. The Contractor shall ensure:
- 6.1. Backup documentation includes, but is not limited to:
- 6.1.1. General Ledger showing revenue and expenses for the contract.
- 6.1.2. Timesheets and/or time cards that support the hours employees worked for wages reported under this contract.
- 6.1.2.1. Per 45 CFR Part 75.430(i)(1) Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed.
- 6.1.2.2. Attestation and time tracking templates, which are available to the Department upon request.
- 6.1.3. Invoices supporting expenses reported:
- 6.1.3.1. Unallowable expenses include, but are not limited to:
- 6.1.3.1.1. Amounts belonging to other programs.
- 6.1.3.1.2. Amounts prior to effective date of contract.
- 6.1.3.1.3. Construction or renovation expenses.
- 6.1.3.1.4. Food or water for employees.
- 6.1.3.1.5. Directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana.
- 6.1.3.1.6. Fines, fees, or penalties.
- 6.1.3.1.7. Per SAMSHA requirements, meals are generally unallowable unless they are an integral part of a conference



**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**



**EXHIBIT B Amendment #3**

grant or specifically stated as an allowable expense in the FOA. Grant funds may be used for light snacks, not to exceed three dollars (\$3.00) per person for clients.

6.1.3.1.8. Cell phones and cell phone minutes for clients.

6.1.4. Receipts for expenses within the applicable state fiscal year.

6.1.5. Cost center reports.

6.1.6. Profit and loss report.

6.1.7. Remittance Advices from the insurances billed. Remittance Advices do not need to be supplied with the invoice, but should be retained to be available upon request.

6.1.8. Information requested by the Department verifying allocation or offset based on third party revenue received.

6.1.9. Summaries of patient services revenue and operating revenue and other financial information as requested by the Department.

7. The Contractor is responsible for reviewing, understanding, and complying with further restrictions included in the Funding Opportunity Announcement (FOA).

8. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to [melissa.girard@dhhs.nh.gov](mailto:melissa.girard@dhhs.nh.gov), or invoices may be mailed to:

SOR Financial Manager  
Department of Health and Human Services  
105 Pleasant Street  
Concord, NH 03301

9. The Contractor agrees that billing submitted for review after twenty (20) business days of the last day of the billing month may be subject to non-payment.

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

11. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

12. The Contractor must provide the services in Exhibit A, Amendment #3, Scope of Services, in compliance with funding requirements.

13. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit A, Amendment #3 Scope of Services, including failure to submit required monthly and/or quarterly reports.



**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**



**EXHIBIT B Amendment #3**

14. Notwithstanding Paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
15. Audits
- 15.1. The Contractor is required to submit an annual audit to the Department if any of the following conditions exist:
- 15.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
- 15.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
- 15.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 15.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
- 15.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
- 15.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.
- 15.5. 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.

OS  
EW



## Exhibit B-4 Amendment #3 NCE

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

Contractor Name: The Cheshire Medical Center

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

SS-2019-BDAS-05-ACCES-02

Budget Period: SFY21 09/30/20-12/31/20 (NCE)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 134,450	\$ 13,445	\$ 147,895	\$ 10,371	\$ -	\$ 10,371	\$ 124,079	\$ 13,445	\$ 137,524
2. Employee Benefits	\$ 39,663	\$ 3,966	\$ 43,629	\$ -	\$ -	\$ -	\$ 39,663	\$ 3,966	\$ 43,629
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ 2,000	\$ 200	\$ 2,200	\$ -	\$ -	\$ -	\$ 2,000	\$ 200	\$ 2,200
5. Supplies	\$ 6,850	\$ 685	\$ 7,535	\$ -	\$ -	\$ -	\$ 6,850	\$ 685	\$ 7,535
6. Travel	\$ 1,756	\$ 176	\$ 1,932	\$ -	\$ -	\$ -	\$ 1,756	\$ 176	\$ 1,932
7. Occupancy	\$ 13,875	\$ 1,388	\$ 15,263	\$ -	\$ -	\$ -	\$ 13,875	\$ 1,388	\$ 15,263
8. Current Expenses	\$ 2,491	\$ 249	\$ 2,741	\$ -	\$ -	\$ -	\$ 2,491	\$ 249	\$ 2,741
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 3,000	\$ 300	\$ 3,300	\$ -	\$ -	\$ -	\$ 3,000	\$ 300	\$ 3,300
11. Staff Education and Training	\$ 1,000	\$ 100	\$ 1,100	\$ -	\$ -	\$ -	\$ 1,000	\$ 100	\$ 1,100
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medications	\$ 3,000	\$ 300	\$ 3,300	\$ -	\$ -	\$ -	\$ 3,000	\$ 300	\$ 3,300
Flex Funds	\$ 6,000	\$ 600	\$ 6,600	\$ -	\$ -	\$ -	\$ 6,000	\$ 600	\$ 6,600
Respite Housing	\$ 3,541	\$ 354	\$ 3,895	\$ -	\$ -	\$ -	\$ 3,541	\$ 354	\$ 3,895
<b>TOTAL</b>	<b>\$ 217,827</b>	<b>\$ 22,883</b>	<b>\$ 240,710</b>	<b>\$ 10,371</b>	<b>\$ -</b>	<b>\$ 10,371</b>	<b>\$ 207,456</b>	<b>\$ 22,883</b>	<b>\$ 230,339</b>

Indirect As A Percent of Direct

10.4%



## Exhibit B-5 Amendment #3 GovComm

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

Contractor Name: The Cheshire Medical Center

Budget Request for: Access and Delivery Hub for Opioid Use Disorder Services  
SS-2019-BDAS-05-ACCES-02

Budget Period: SFY21 09/30/20-08/30/21 (GovComm)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$	\$	\$	\$	\$	\$	\$	\$	\$
2. Employee Benefits	\$	\$	\$	\$	\$	\$	\$	\$	\$
3. Consultants	\$	\$	\$	\$	\$	\$	\$	\$	\$
4. Equipment	\$	\$	\$	\$	\$	\$	\$	\$	\$
5. Supplies	\$	\$	\$	\$	\$	\$	\$	\$	\$
6. Travel	\$	\$	\$	\$	\$	\$	\$	\$	\$
7. Occupancy	\$	\$	\$	\$	\$	\$	\$	\$	\$
8. Current Expenses	\$	\$	\$	\$	\$	\$	\$	\$	\$
9. Software	\$	\$	\$	\$	\$	\$	\$	\$	\$
10. Marketing/Communications	\$	\$	\$	\$	\$	\$	\$	\$	\$
11. Staff Education and Training	\$	\$	\$	\$	\$	\$	\$	\$	\$
12. Subcontracts/Agreements	\$	\$	\$	\$	\$	\$	\$	\$	\$
13. Other (specific details mandatory):	\$	\$	\$	\$	\$	\$	\$	\$	\$
Flex Funds	\$	\$	\$	\$	\$	\$	\$	\$	\$
	\$ 62,374.55	\$ 6,237.45	\$ 68,612.00	\$	\$	\$	\$ 62,374.55	\$ 6,237.45	\$ 68,612.00
TOTAL	\$ 62,374.55	\$ 6,237.45	\$ 68,612.00	\$	\$	\$	\$ 62,374.55	\$ 6,237.45	\$ 68,612.00

Indirect As A Percent of Direct

10.0%



## Exhibit B-6 Amendment #3 SOR II

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

Contractor Name: The Cheshire Medical Center

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

SS-2019-BDAS-05-ACCES-02

Budget Period: SFY21 01/01/21-06/30/21 (SORII)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 251,733	\$ 25,173	\$ 276,906	\$ 29,484	\$ -	\$ 29,484	\$ 222,249	\$ 25,173	\$ 247,422
2. Employee Benefits	\$ 74,281	\$ 7,428	\$ 81,687	\$ -	\$ -	\$ -	\$ 74,281	\$ 7,428	\$ 81,687
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ 4,000	\$ 400	\$ 4,400	\$ -	\$ -	\$ -	\$ 4,000	\$ 400	\$ 4,400
5. Supplies	\$ 25,871	\$ 2,587	\$ 28,238	\$ -	\$ -	\$ -	\$ 25,871	\$ 2,587	\$ 28,238
6. Travel	\$ 3,510	\$ 351	\$ 3,861	\$ -	\$ -	\$ -	\$ 3,510	\$ 351	\$ 3,861
7. Occupancy	\$ 26,250	\$ 2,625	\$ 28,875	\$ -	\$ -	\$ -	\$ 26,250	\$ 2,625	\$ 28,875
8. Current Expenses	\$ 4,033	\$ 403	\$ 4,436	\$ -	\$ -	\$ -	\$ 4,033	\$ 403	\$ 4,436
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 5,500	\$ 550	\$ 6,050	\$ -	\$ -	\$ -	\$ 5,500	\$ 550	\$ 6,050
11. Staff Education and Training	\$ 3,000	\$ 300	\$ 3,300	\$ -	\$ -	\$ -	\$ 3,000	\$ 300	\$ 3,300
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Notation	\$ 89,500	\$ 8,950	\$ 98,500	\$ -	\$ -	\$ -	\$ 89,500	\$ 8,950	\$ 98,500
Flex Funds	\$ 8,000	\$ 800	\$ 8,800	\$ -	\$ -	\$ -	\$ 8,000	\$ 800	\$ 8,800
Respite Housing	\$ 17,225	\$ 1,710	\$ 18,935	\$ -	\$ -	\$ -	\$ 17,225	\$ 1,710	\$ 18,935
<b>TOTAL</b>	<b>\$ 510,843</b>	<b>\$ 51,108</b>	<b>\$ 561,789</b>	<b>\$ 29,484</b>	<b>\$ -</b>	<b>\$ 29,484</b>	<b>\$ 481,199</b>	<b>\$ 51,108</b>	<b>\$ 532,304</b>

Indirect As A Percent of Direct

10.0%



## Exhibit B-7 Amendment #3 GovComm

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

Contractor Name: The Cheahine Medical Center

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

SS-2019-B0AS-05-ACCES-02

Budget Period: SFY22 07/01/21-06/30/22 (GovComm)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$	\$	\$	\$	\$	\$	\$	\$	\$
2. Employee Benefits	\$	\$	\$	\$	\$	\$	\$	\$	\$
3. Consultants	\$	\$	\$	\$	\$	\$	\$	\$	\$
4. Equipment	\$	\$	\$	\$	\$	\$	\$	\$	\$
5. Supplies	\$	\$	\$	\$	\$	\$	\$	\$	\$
6. Travel	\$	\$	\$	\$	\$	\$	\$	\$	\$
7. Occupancy	\$	\$	\$	\$	\$	\$	\$	\$	\$
8. Current Expenses	\$	\$	\$	\$	\$	\$	\$	\$	\$
9. Software	\$	\$	\$	\$	\$	\$	\$	\$	\$
10. Marketing/Communications	\$	\$	\$	\$	\$	\$	\$	\$	\$
11. Staff Education and Training	\$	\$	\$	\$	\$	\$	\$	\$	\$
12. Subcontracts/Agreements	\$	\$	\$	\$	\$	\$	\$	\$	\$
13. Other (specific details mandatory):	\$	\$	\$	\$	\$	\$	\$	\$	\$
Flex Funds	\$ 20,790.91	\$ 2,079.09	\$ 22,870.00	\$	\$	\$	\$ 20,790.91	\$ 2,079.09	\$ 22,870.00
Respite Housing	\$	\$	\$	\$	\$	\$	\$	\$	\$
TOTAL	\$ 20,790.91	\$ 2,079.09	\$ 22,870.00	\$	\$	\$	\$ 20,790.91	\$ 2,079.09	\$ 22,870.00
Indirect As A Percent of Direct 10.0%									



## Exhibit B-8 Amendment #3 SOR II

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

Contractor Name: The Cheshire Medical Center

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

SS-2019-BDAS-05-ACCES-02

Budget Period: SFY22 07/01/21-06/30/21 (SORII)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 134,359	\$ 13,436	\$ 147,795	\$ -	\$ -	\$ -	\$ 134,359	\$ 13,436	\$ 147,795
2. Employee Benefits	\$ 39,636	\$ 3,964	\$ 43,599	\$ -	\$ -	\$ -	\$ 39,636	\$ 3,964	\$ 43,599
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ 3,789	\$ 379	\$ 4,168	\$ -	\$ -	\$ -	\$ 3,789	\$ 379	\$ 4,168
5. Supplies	\$ 7,300	\$ 730	\$ 8,030	\$ -	\$ -	\$ -	\$ 7,300	\$ 730	\$ 8,030
6. Travel	\$ 1,756	\$ 176	\$ 1,932	\$ -	\$ -	\$ -	\$ 1,756	\$ 176	\$ 1,932
7. Occupancy	\$ 16,375	\$ 1,638	\$ 18,013	\$ -	\$ -	\$ -	\$ 16,375	\$ 1,638	\$ 18,013
8. Current Expenses	\$ 1,741	\$ 174	\$ 1,915	\$ -	\$ -	\$ -	\$ 1,741	\$ 174	\$ 1,915
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 3,000	\$ 300	\$ 3,300	\$ -	\$ -	\$ -	\$ 3,000	\$ 300	\$ 3,300
11. Staff Education and Training	\$ 1,000	\$ 100	\$ 1,100	\$ -	\$ -	\$ -	\$ 1,000	\$ 100	\$ 1,100
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Flex Funds	\$ 18,000	\$ 1,800	\$ 19,800	\$ -	\$ -	\$ -	\$ 18,000	\$ 1,800	\$ 19,800
Medications	\$ 8,000	\$ 800	\$ 8,800	\$ -	\$ -	\$ -	\$ 8,000	\$ 800	\$ 8,800
Respite Housing	\$ 9,000	\$ 900	\$ 9,900	\$ -	\$ -	\$ -	\$ 9,000	\$ 900	\$ 9,900
<b>TOTAL</b>	<b>\$ 241,958</b>	<b>\$ 24,196</b>	<b>\$ 266,152</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 241,958</b>	<b>\$ 24,196</b>	<b>\$ 266,152</b>

Indirect As A Percent of Direct

10.0%





Lori A. Shibamoto  
Commissioner

Katja S. Fox  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION FOR BEHAVIORAL HEALTH

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

June 2, 2020

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

**REQUESTED ACTION**

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

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

Vendor Name	Vendor Code	Area Served	Current Amount	Increase/ (Decrease)	New Amount	G&C Approval
Androscoggin Valley Hospital, Inc., Berlin, NH	TBD	Berlin	\$1,670,051	\$0	\$1,670,051	O: 10/31/18, Item #17A A1: 8/28/19 (Item #10)
Concord Hospital, Inc., Concord, NH	177653-B003	Concord	\$2,272,793	\$0	\$2,272,793	O: 10/31/18, Item #17A A1: 8/28/19 (Item #10)
Granite Pathways, Concord, NH	228900-B001	N/A	\$6,895,879	\$0	\$6,895,879	O: 10/31/18, (Item #17A) A1: 9/18/19, (Item #20)
Littleton Regional Hospital, Littleton, NH	TBD	Littleton	\$1,713,805	\$0	\$1,713,805	O: 10/31/18, (Item #17A) A1: 9/18/19, (Item #20)
LRGHealthcare, Laconia, NH	TBD	Laconia	\$1,987,873	\$0	\$1,987,873	O: 10/31/18, (Item #17A) A1: 9/18/19, (Item #20)



His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 2 of 3

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

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

See attached fiscal details

#### EXPLANATION

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

The purpose of this request is add budgets to the contracts for State Fiscal Year 2021. In accordance with the terms of Exhibit B Method and Conditions Precedent to Payment, the budgets are to be submitted to Governor and Executive Council for approval no later than June 30, 2020. State Fiscal Year 2019 budgets are being reduced by a total amount of \$2,271,726 which is identified as unspent funding that is being carried forward to fund activities in the contract for State Fiscal Year 2021, specifically July 1, 2020 through September 28, 2020. The new Manchester and Nashua Doorway contracts already include budgets for July 1, 2020 through September 29, 2020.



His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 3 of 3

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

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

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

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

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

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

Area served: Statewide

Respectfully submitted,

  
Lori A. Shibanette  
Commissioner



## Financial Detail

05-95-92-920510-7040 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV OF, BUREAU OF DRUG & ALCOHOL SERVICES, STATE OPIOID RESPONSE GRANT					
100% Federal Funds CFDA #93.788 FAIN T1081685					
Activity Code: 92057040					
Androscoggin Valley					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	\$ 821,133.00	\$ (201,283.00)	\$ 619,850.00
2020	Contracts for Prog Svs	102-500731	\$ 848,918.00		\$ 848,918.00
2021	Contracts for Prog Svs	102-500731		\$ 201,283.00	\$ 201,283.00
Subtotal			\$ 1,670,051.00	\$ -	\$ 1,670,051.00
Concord					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	\$ 947,682.00	\$ (236,916.00)	\$ 710,746.00
2020	Contracts for Prog Svs	102-500731	\$ 1,325,131.00		\$ 1,325,131.00
2021	Contracts for Prog Svs	102-500731		\$ 236,916.00	\$ 236,916.00
Subtotal			\$ 2,272,793.00	\$ -	\$ 2,272,793.00
Cheshire					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	\$ 820,133.00	\$ (205,033.00)	\$ 615,100.00
2020	Contracts for Prog Svs	102-500731	\$ 1,127,557.00		\$ 1,127,557.00
2021	Contracts for Prog Svs	102-500731		\$ 205,033.00	\$ 205,033.00
Subtotal			\$ 1,947,690.00	\$ -	\$ 1,947,690.00
Mary Hitchcock					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	\$ 1,774,205.00	\$ (383,958.00)	\$ 1,390,247.00
2020	Contracts for Prog Svs	102-500731	\$ 2,575,109.00		\$ 2,575,109.00
2021	Contracts for Prog Svs	102-500731		\$ 383,958.00	\$ 383,958.00
Subtotal			\$ 4,349,314.00	\$ -	\$ 4,349,314.00
LRGHealthcare					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	\$ 820,000.00	\$ (205,000.00)	\$ 615,000.00
2020	Contracts for Prog Svs	102-500731	\$ 1,167,673.00		\$ 1,167,673.00
2021	Contracts for Prog Svs	102-500731		\$ 205,000.00	\$ 205,000.00
Subtotal			\$ 1,987,673.00	\$ -	\$ 1,987,673.00



## Financial Detail

Granite Pathways Manchester					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	\$ 1,331,471.00		\$ 1,331,471.00
2020	Contracts for Prog Svs	102-500731	\$ 2,349,699.00		\$ 2,349,699.00
2021	Contracts for Prog Svs	102-500731			\$
Subtotal			\$ 3,681,170.00	\$	\$ 3,681,170.00
Granite Pathways Nashua					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	\$ 1,348,973.00		\$ 1,348,973.00
2020	Contracts for Prog Svs	102-500731	\$ 1,865,736.00		\$ 1,865,736.00
2021	Contracts for Prog Svs	102-500731			\$
Subtotal			\$ 3,214,709.00	\$	\$ 3,214,709.00
Provider name here					
Littleton Regional					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	\$ 831,000.00	\$ (203,750.00)	\$ 627,250.00
2020	Contracts for Prog Svs	102-500731	\$ 882,805.00		\$ 882,805.00
2021	Contracts for Prog Svs	102-500731		\$ -203,750.00	\$ 203,750.00
Subtotal			\$ 1,713,805.00	\$	\$ 1,713,805.00
Wentworth Douglass					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	\$ 962,700.00	\$ (240,675.00)	\$ 722,025.00
2020	Contracts for Prog Svs	102-500731	\$ 1,806,752.00		\$ 1,806,752.00
2021	Contracts for Prog Svs	102-500731		\$ -240,675.00	\$ 240,675.00
Subtotal			\$ 2,769,452.00	\$	\$ 2,769,452.00
Subtotal			\$ 23,606,657.00	\$	\$ 23,606,657.00





Jeffrey A. Meyers  
Commissioner

Kelja S. Fox  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION FOR BEHAVIORAL HEALTH  
BUREAU OF DRUG AND ALCOHOL SERVICES

105 PLEASANT STREET, CONCORD, NH 03301  
603-271-6110 1-800-852-3345 Ext. 6738  
Fax: 603-271-6105 TDD Access: 1-800-735-2964  
www.dhhs.nh.gov

August 13, 2019

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

**REQUESTED ACTION**

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

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

Vendor Name	Vendor ID	Vendor Address	Current Budget	Increase/ (Decrease)	Updated Budget
Androscoggin Valley Hospital, Inc.	TBD	59 Page Hill Rd. Berlin, NH 03570	\$1,559,611	\$110,440	\$1,670,051
Concord Hospital, Inc.	177653-B003	250 Pleasant St. Concord, NH, 03301	\$1,845,257	\$427,536	\$2,272,793
Granite Pathways	228900-B001	10 Ferry St. Ste. 308, Concord, NH, 03301	\$5,008,703	\$0	\$5,008,703
Littleton Regional Hospital	TBD	600 St. Johnsbury Road, Littleton, NH 03561	\$1,572,101	\$0	\$1,572,101
LRGHealthcare	TBD	80 Highland St. Laconia, NH 03246	\$1,593,000	\$0	\$1,593,000
Mary Hitchcock Memorial Hospital	177651-B001	One Medical Center Drive Lebanon, NH 03756	\$4,043,958	\$0	\$4,043,958
The Cheshire Medical Center	155405-B001	580 Court St. Keene, NH 03431	\$1,593,611	\$0	\$1,593,611
Wentworth-Douglass Hospital	TBD	789 Central Ave. Dover, NH 03820	\$1,890,416	\$0	\$1,890,416
		<b>Total.</b>	<b>\$19,106,657</b>	<b>\$537,976</b>	<b>\$19,644,633</b>

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



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

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

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

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

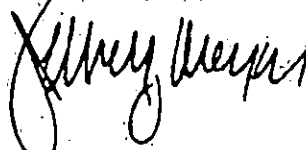
- Monthly de-identified, aggregate data reports
- Weekly and biweekly Doorway program calls
- Monthly Community of Practice meetings
- Regular review and monitoring of Government Performance and Results Act (GPRA) interviews and follow ups through the Web Information Technology System (WITS) database.

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

Area served: Statewide

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

Respectfully submitted,



Jeffrey A. Meyers  
Commissioner



His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
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**05-95-92-920510-7040 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG & ALCOHOL SERVICES, STATE OPIOID RESPONSE GRANT**

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

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

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

**EXPLANATION**

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

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



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Jeffrey A. Meyers  
Commissioner

Katja S. Fox  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION FOR BEHAVIORAL HEALTH  
BUREAU OF DRUG AND ALCOHOL SERVICES

105 PLEASANT STREET, CONCORD, NH 03301  
603-271-6110 1-800-852-3345 Ext. 6738  
Fax: 603-271-6105 TDD Access: 1-800-735-2964  
www.dhhs.nh.gov

October 17, 2018

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division for Behavioral Health, Bureau of Drug and Alcohol Services, to enter into sole source agreements with the eight (8) vendors listed below, in an amount not to exceed \$16,606,487, to develop, implement and operationalize a statewide network of Regional Hubs for opioid use disorder treatment and recovery support services, effective upon date of Governor and Council approval, through September 29, 2020. Federal Funds 100%.

Vendor Name	Vendor ID	Vendor Address	Amount
Androscoggin Valley Hospital, Inc.	TBD	59 Page Hill Rd. Berlin, NH 03570	\$1,559,611
Concord Hospital, Inc.	177653-8003	250 Pleasant St. Concord, NH, 03301	\$1,845,257
Granite Pathways	228900-8001	10 Ferry St. Ste. 308, Concord, NH, 03301	\$5,008,703
Littleton Regional Hospital	TBD	600 St. Johnsbury Road Littleton, NH 03561	\$1,572,101
LRGHealthcare	TBD	80 Highland St. Laconia, NH 003246	\$1,593,000
Mary Hitchcock Memorial Hospital	177651-8001	One Medical Center Drive Lebanon, NH 03756	\$1,543,788
The Cheshire Medical Center	155405-8001	580 Court St. Keene, NH 03431	\$1,593,611
Wentworth-Douglass Hospital	TBD	789 Central Ave. Dover, NH 03820	\$1,890,416
		Total	\$16,606,487



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

**06-95-92-920510-7040 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG & ALCOHOL SERVICES, STATE OPIOID RESPONSE GRANT**

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

**06-95-92-920510-2659 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG & ALCOHOL SERVICES, OPIOID STR GRANT**

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

**EXPLANATION**

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

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



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

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

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

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

Unique to this service redesign is a robust level of client-specific data that will be available. The SOR grant requires that all individual served receive a comprehensive assessment at several time intervals, specifically at intake, three (3) months, six (6) months and upon discharge. Through care coordination efforts, the Regional Hubs will be responsible for gathering data on items including, but not limited to recovery status, criminal justice involvement, employment, and housing needs at the time intervals listed above. This data will enable the Department to measure short and long-term outcomes associated with SOR-funded initiatives and to determine which programs are generating the best results for the clients served.

As referenced in Exhibit C-1 of this contract, the Department has the option to extend contracted services for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

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

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

Area served: Statewide

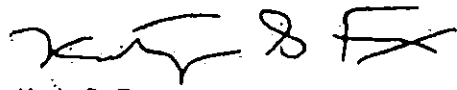
Source of Funds: 100% Federal Funds from the Substance Abuse and Mental Health Services Administration, CFDA # 93.788, FAIN #H79TI081685 and FAIN #TI080246.



His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
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In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Katja S. Fox  
Director

Approved by:



Jeffrey A. Meyers  
Commissioner



## Financial Detail

05-95-92-920510-7040 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV OF, BUREAU OF DRUG & ALCOHOL SERVICES, STATE OPIOID RESPONSE GRANT			
100% Federal Funds			
Activity Code: 92057040			
Androscoggin Valley Hospital, Inc			
Vendor # TBD			
State Fiscal Year	Class Title	Class Account	Current Budget
2019	Contracts for Prog Svs	102-500731	\$ 805,133.00
2020	Contracts for Prog Svs	102-500731	\$ 738,478.00
2021	Contracts for Prog Svs	102-500731	\$
Subtotal			\$ 1,643,611.00
Concord Hospital, Inc			
Vendor # 177653-B003			
State Fiscal Year	Class Title	Class Account	Current Budget
2019	Contracts for Prog Svs	102-500731	\$ 947,662.00
2020	Contracts for Prog Svs	102-500731	\$ 897,595.00
2021	Contracts for Prog Svs	102-500731	\$
Subtotal			\$ 1,845,257.00
Granite Pathways			
Vendor # 228900-B001			
State Fiscal Year	Class Title	Class Account	Current Budget
2019	Contracts for Prog Svs	102-500731	\$ 2,380,444.00
2020	Contracts for Prog Svs	102-500731	\$ 2,328,259.00
2021	Contracts for Prog Svs	102-500731	\$
Subtotal			\$ 4,708,703.00
Littleton Regional Hospital			
Vendor # TBD			
State Fiscal Year	Class Title	Class Account	Current Budget
2019	Contracts for Prog Svs	102-500731	\$ 815,000.00
2020	Contracts for Prog Svs	102-500731	\$ 741,101.00
2021	Contracts for Prog Svs	102-500731	\$
Subtotal			\$ 1,556,101.00
LRGHealthcare			
Vendor # TBD			
State Fiscal Year	Class Title	Class Account	Current Budget
2019	Contracts for Prog Svs	102-500731	\$ 820,000.00
2020	Contracts for Prog Svs	102-500731	\$ 773,000.00
2021	Contracts for Prog Svs	102-500731	\$
Subtotal			\$ 1,593,000.00



## Financial Detail

<b>Mary Hitchcock Memorial Hospital</b>			
Vendor # 177651-B001			
State Fiscal Year	Class Title	Class Account	Current Budget
2019	Contracts for Prog Svs	102-500731	\$ 730,632.00
2020	Contracts for Prog Svs	102-500731	\$ 813,156.00
2021	Contracts for Prog Svs	102-500731	\$ -
Subtotal			\$ 1,543,788.00
<b>The Cheshire Medical Center</b>			
Vendor # 155405-B001			
State Fiscal Year	Class Title	Class Account	Current Budget
2019	Contracts for Prog Svs	102-500731	\$ 820,133.00
2020	Contracts for Prog Svs	102-500731	\$ 773,478.00
2021	Contracts for Prog Svs	102-500731	\$ -
Subtotal			\$ 1,593,611.00
<b>Wentworth-Douglas Hospital</b>			
Vendor # 157797			
State Fiscal Year	Class Title	Class Account	Current Budget
2019	Contracts for Prog Svs	102-500731	\$ 962,700.00
2020	Contracts for Prog Svs	102-500731	\$ 927,716.00
2021	Contracts for Prog Svs	102-500731	\$ -
Subtotal			\$ 1,890,416.00
<b>SUB TOTAL</b>			<b>\$ 16,274,487.00</b>

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

100% Federal Funds

Activity Code: 92052561

<b>Androscoggin Valley Hospital, Inc.</b>			
Vendor # TBD			
State Fiscal Year	Class Title	Class Account	Current Budget
2019	Contracts for Prog Svs	102-500731	\$ 16,000.00
2020	Contracts for Prog Svs	102-500731	\$ -
2021	Contracts for Prog Svs	102-500731	\$ -
Subtotal			\$ 16,000.00
<b>Concord Hospital, Inc</b>			
Vendor # 177653-B003			
State Fiscal Year	Class Title	Class Account	Current Budget
2019	Contracts for Prog Svs	102-500731	\$ -
2020	Contracts for Prog Svs	102-500731	\$ -
2021	Contracts for Prog Svs	102-500731	\$ -
Subtotal			\$ -



## Financial Detail

<b>Granite Pathways</b>			
<b>Vendor # 228900-B001</b>			
<b>State Fiscal Year</b>	<b>Class Title</b>	<b>Class Account</b>	<b>Current Budget</b>
2019	Contracts for Prog Svs	102-500731	\$ 300,000.00
2020	Contracts for Prog Svs	102-500731	\$
2021	Contracts for Prog Svs	102-500731	\$
<b>Subtotal</b>			<b>\$ 300,000.00</b>
<b>Littleton Regional Hospital</b>			
<b>Vendor # TBD</b>			
<b>State Fiscal Year</b>	<b>Class Title</b>	<b>Class Account</b>	<b>Current Budget</b>
2019	Contracts for Prog Svs	102-500731	\$ 16,000.00
2020	Contracts for Prog Svs	102-500731	\$
2021	Contracts for Prog Svs	102-500731	\$
<b>Subtotal</b>			<b>\$ 16,000.00</b>
<b>LRGHealthcare</b>			
<b>Vendor # TBD</b>			
<b>State Fiscal Year</b>	<b>Class Title</b>	<b>Class Account</b>	<b>Current Budget</b>
2019	Contracts for Prog Svs	102-500731	\$
2020	Contracts for Prog Svs	102-500731	\$
2021	Contracts for Prog Svs	102-500731	\$
<b>Subtotal</b>			<b>\$</b>
<b>Mary Hitchcock Memorial Hospital</b>			
<b>Vendor # 177651-B001</b>			
<b>State Fiscal Year</b>	<b>Class Title</b>	<b>Class Account</b>	<b>Current Budget</b>
2019	Contracts for Prog Svs	102-500731	\$
2020	Contracts for Prog Svs	102-500731	\$
2021	Contracts for Prog Svs	102-500731	\$
<b>Subtotal</b>			<b>\$</b>
<b>The Cheshire Medical Center</b>			
<b>Vendor # 155405-B001</b>			
<b>State Fiscal Year</b>	<b>Class Title</b>	<b>Class Account</b>	<b>Current Budget</b>
2019	Contracts for Prog Svs	102-500731	\$
2020	Contracts for Prog Svs	102-500731	\$
2021	Contracts for Prog Svs	102-500731	\$
<b>Subtotal</b>			<b>\$</b>
<b>Wentworth-Douglas Hospital</b>			
<b>Vendor # 157797</b>			
<b>State Fiscal Year</b>	<b>Class Title</b>	<b>Class Account</b>	<b>Current Budget</b>
2019	Contracts for Prog Svs	102-500731	\$
2020	Contracts for Prog Svs	102-500731	\$
2021	Contracts for Prog Svs	102-500731	\$
<b>Subtotal</b>			<b>\$</b>
<b>SUB TOTAL</b>			<b>\$ 332,000.00</b>
<b>TOTAL</b>			<b>\$ 16,606,487.00</b>



**State of New Hampshire  
Department of Health and Human Services  
Amendment #4**

This Amendment to the Access and Delivery Hub for Opioid Use Disorder Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Concord Hospital, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on October 31, 2018 (Item #17A), as amended on August 28, 2019 (Item #10), as amended June 24, 2020 (Item #31), as amended February 3, 2021, (Item #10), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Section 3, Renewal, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:  
September 29, 2022.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$3,424,065.
3. Modify Exhibit A – Amendment #3, Scope of Services, Section 11, SOR Grant Standards, Subsection 11.1., to read:  
11.1. Reserved
4. Modify Exhibit A – Amendment #3, Scope of Services, Section 11, SOR Grant Standards, Subsection 11.11., to read:  
11.11. The Contractor shall ensure that SOR grant funds are not used to purchase, prescribe, or provide marijuana or to provide treatment using marijuana. The Contractor shall ensure:  
11.11.1. Treatment in this context includes the treatment of opioid use disorder (OUD);  
11.11.2. Grant funds are not provided to any individual who, or organization that, provides or permits marijuana use for the purposes of treating substance use or mental health disorders.  
11.11.3. This marijuana restriction applies to all subcontracts and memorandums of understanding (MOU) that receive SOR funding.
5. Modify Exhibit A – Amendment #3, Scope of Services, Section 11, SOR Grant Standards, Subsection 11.12., to read:  
11.12. The Contractor shall provide a Fentanyl test strip utilization plan to the Department for approval prior to implementation. The Contractor shall ensure the utilization plan includes:  
11.12.1. Internal policies for the distribution of Fentanyl strips;  
11.12.2. Distribution methods and frequency; and  
11.12.3. Other key data, as requested by the Department.

DS  
RS



6. Modify Exhibit A – Amendment #3, Scope of Services, Section 11, SOR Grant Standards, by adding Subsection 11.13., to read:
  - 11.13. The Contractor shall provide a contingency management plan to the Department for approval prior to implementation of the contingency management plan. The Contractor shall ensure the contingency management plan includes:
    - 11.13.1. Contingency management strategies to reward and incentivize individual treatment compliance;
    - 11.13.2. Identified allowable contingency rewards, as approved by the Department, ensuring:
      - 11.13.2.1. The maximum value per contingency does not exceed \$15; and
      - 11.13.2.2. The maximum dollar of all contingencies per individual does not exceed \$75 per year; and
    - 11.13.4 Other key data, as requested by the Department.
7. Modify Exhibit A – Amendment #3, Scope of Services, Section 11, SOR Grant Standards, by adding Subsection 11.14., as follows:
  - 11.14. The Contractor shall refer to Exhibit B – Amendment #4 for grant terms and conditions including, but not limited to:
    - 11.14.1. Invoicing.
    - 11.14.2. Funding restrictions.
    - 11.14.3. Billing.
8. Modify Exhibit B, Amendment #3 Methods and Conditions Precedent to Payment, which was inadvertently referred to as 'Exhibit B Amendment #4 Methods and Conditions Precedent to Payment' during Amendment #3, by replacing it in its entirety with Exhibit B – Amendment #4, Methods and Conditions Precedent to Payment in order to update payment terms, billing standards and various references to budgets , which is attached hereto and incorporated by reference herein.
9. Add Exhibit B-9 Amendment #4, SOR II Budget, which is attached hereto and incorporated by reference herein.
10. Add Exhibit B-10 Amendment #4, SOR II Budget, which is attached hereto and incorporated by reference herein.



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

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

State of New Hampshire  
Department of Health and Human Services

8/31/2021

Date

DocuSigned by:

*Katja Fox*

ED8D05904C63442

Name: Katja Fox

Title: Director

Concord Hospital, Inc.

8/30/2021

Date

DocuSigned by:

*Robert Steigmeyer*

8DD50DEE85A812A

Name: Robert Steigmeyer

Title: President and CEO



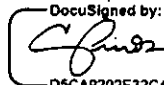
The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

8/31/2021

Date

DocuSigned by:



D5CA8202E32C4AE...

Name: Catherine Pinos

Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:



**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**



**EXHIBIT B – Amendment #4**

**Methods and Conditions Precedent to Payment**

1. This Agreement is funded by:
  - 1.1. 96.65% Federal funds from the State Opioid Response Grant, as awarded on 08/30/2018, by the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, CFDA #93.788, FAIN H79TI081685, and as awarded on 09/30/2020, by the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, CFDA #93.788, FAIN H79TI083326, and as awarded on 08/09/2021, by the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, CFDA #93.788, FAIN H79TI083326; and
  - 1.2. 0.49% Federal funds from the Substance Abuse Prevention & Treatment Block Grant-SABG FY21 COVID Emergency Funds, as awarded on 03/11/2021, by the U.S. Department of Health and Human Services, Substance Abuse & Mental Health Services Administration, CFDA #93.959, FAIN B08TI083509.
  - 1.3. 2.86% Other Funds from Governor's Commission on Alcohol and Other Drug Abuse Prevention, Intervention and Treatment Funds effective from 9/30/2020 through 9/29/2021.
2. Governor Commission Funds
  - 2.1. The Contractor shall utilize funds in Exhibit B-5 Amendment #3 GovComm and Exhibit B-7 Amendment #3 GovComm for the purpose of providing services and supports to clients whose needs do not make them eligible to receive SOR-funded services and supports.
  - 2.2. The Contractor shall collaborate with the Department to determine appropriate services and supports along with developing and submitting reports and invoices that are separate from reports and invoices submitted for SOR grant funds
3. SABG FY21 COVID Emergency Funds
  - 3.1. The Contractor shall collaborate with the Department to determine appropriate services and supports along with developing and submitting reports and invoices that are separate from reports and invoices submitted for SOR grant funds.
4. For the purposes of this Agreement:
  - 4.1. The Department has identified the Contractor as a Subrecipient in accordance with 2 CFR §200.330.
  - 4.2. The Department has identified this Contract as NON-R&D, in accordance with 2 CFR §200.87.
  - 4.3. The de minimis Indirect Cost Rate of 10% applies in accordance with 2 CFR §200.414.
5. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibit B-1, Budget through Exhibit B-10 Amendment #4 SOR II Budget.



**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**



**EXHIBIT B – Amendment #4**

6. The Contractor shall seek payment for services, as follows:
  - 6.1. First, the Contractor shall charge the client's private insurance or other payor sources.
  - 6.2. Second, the Contractor shall charge Medicare.
  - 6.3. Third, the Contractor shall charge Medicaid enrolled individuals, as follows:
    - 6.3.1. Medicaid Care Management: If enrolled with a Managed Care Organization (MCO), the Contractor shall be paid in accordance with its contract with the MCO.
    - 6.3.2. Medicaid Fee for Service: The Contractor shall bill Medicaid for services on the Fee for Service (FFS) schedule.
  - 6.4. Fourth, the Contractor shall charge the client in accordance with the Sliding Fee Scale Program.
  - 6.5. Lastly, if any portion of the amount specified in the Sliding Fee Scale remains unpaid, charge the Department for the unpaid balance.
7. The Contractor shall submit an invoice and supporting backup documentation in a form satisfactory to the State by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment. Invoices shall be net any other revenue received towards the services billed in fulfillment of this agreement. The Contractor shall ensure:
  - 7.1. Backup documentation includes, but is not limited to:
    - 7.1.1. General Ledger showing revenue and expenses for the contract.
    - 7.1.2. Timesheets and/or time cards that support the hours employees worked for wages reported under this contract.
      - 7.1.2.1. Per 45 CFR Part 75.430(i)(1) Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed.
      - 7.1.2.2. Attestation and time tracking templates, which are available to the Department upon request.
    - 7.1.3. Invoices supporting expenses reported:
      - 7.1.3.1. Unallowable expenses include, but are not limited to:
        - 7.1.3.1.1. Amounts belonging to other programs.
        - 7.1.3.1.2. Amounts prior to effective date of contract.
        - 7.1.3.1.3. Construction or renovation expenses.
        - 7.1.3.1.4. Food or water for employees.
        - 7.1.3.1.5. Directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. **PS**



New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services



**EXHIBIT B – Amendment #4**

- 7.1.3.1.6. Fines, fees, or penalties.
- 7.1.3.1.7. Per SAMSHA requirements, meals are generally unallowable unless they are an integral part of a conference grant or specifically stated as an allowable expense in the FOA. Grant funds may be used for light snacks, not to exceed three dollars (\$3.00) per person for clients.
- 7.1.3.1.8. Cell phones and cell phone minutes for clients.
- 7.1.4. Receipts for expenses within the applicable state fiscal year.
- 7.1.5. Cost center reports.
- 7.1.6. Profit and loss report.
- 7.1.7. Remittance Advices from the insurances billed. Remittance Advices do not need to be supplied with the invoice, but should be retained to be available upon request.
- 7.1.8. Information requested by the Department verifying allocation or offset based on third party revenue received.
- 7.1.9. Summaries of patient services revenue and operating revenue and other financial information as requested by the Department.
- 8. The Contractor is responsible for reviewing, understanding, and complying with further restrictions included in the Funding Opportunity Announcement (FOA).
- 9. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to DHHS.DBHInvoicesBDAS@dhhs.nh.gov, or invoices may be mailed to:  

SOR Financial Manager  
Department of Health and Human Services  
105 Pleasant Street  
Concord, NH 03301
- 10. The Contractor agrees that billing submitted for review after twenty (20) business days of the last day of the billing month may be subject to non-payment.
- 11. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
- 12. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
- 13. The Contractor must provide the services in Exhibit A – Amendment #3, Scope of Services, in compliance with funding requirements.
- 14. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit A – Amendment #3, Scope of Services, including failure to submit required monthly and/or quarterly reports.



**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**



**EXHIBIT B – Amendment #4**

15. Notwithstanding Paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

**16. Audits**

16.1. The Contractor is required to submit an annual audit to the Department if **any** of the following conditions exist:

16.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

16.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.

16.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

16.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

16.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

16.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.

16.5. 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.

**17. Maintenance of Fiscal Integrity**

17.1. In order to enable the Department to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to the Department monthly, the Balance Sheet, Profit and Loss Statement (total organization and program-level), and Cash Flow Statement for the Contractor. Program-level Profit and Loss Statement shall include all revenue sources and all related expenditures for that program. The program-level Profit and



**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**



**EXHIBIT B – Amendment #4**

Loss Statement shall include a budget column allowing for budget to actual analysis. Outside of the program-level Profit and Loss Statement and budget to actual analysis, all other statements shall be reflective of the entire Partnership for Successful Living organization and shall be submitted on the same day the reports are submitted to the Board, but no later than the fourth Wednesday of the month. Additionally, the contractor will provide interim profit and loss statements for every program area, reported as of the 20<sup>th</sup> of the month, by the last day of every month.

- 17.2. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement.
- 17.3. The Contractor shall inform the Department by phone and by email within five business days when any Executive Management, Board Officers, or Program Managers for Department contracts submits a resignation or leaves for any other reason.



Exhibit B-9 Amendment #4 SOR II Budget

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

Contractor Name: Concord Hospital, Inc.

Project Title: Access and Delivery Hub for Opioid Use Disorder Services

Budget Period: SFY22 09/30/21-06/30/22

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 217,723.18	\$ 21,772.32	\$ 239,495.50	\$ -	\$ -	\$ -	\$ 217,723.18	\$ 21,772.32	\$ 239,495.50
2. Employee Benefits	\$ 97,482.00	\$ 9,748.20	\$ 107,230.20	\$ -	\$ -	\$ -	\$ 97,482.00	\$ 9,748.20	\$ 107,230.20
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ 1,500.00	\$ 150.00	\$ 1,650.00	\$ -	\$ -	\$ -	\$ 1,500.00	\$ 150.00	\$ 1,650.00
Purchase/Depreciation	\$ 672.00	\$ 67.20	\$ 739.20	\$ -	\$ -	\$ -	\$ 672.00	\$ 67.20	\$ 739.20
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ 159.00	\$ 15.90	\$ 174.90	\$ -	\$ -	\$ -	\$ 159.00	\$ 15.90	\$ 174.90
Office	\$ 1,200.00	\$ 120.00	\$ 1,320.00	\$ -	\$ -	\$ -	\$ 1,200.00	\$ 120.00	\$ 1,320.00
6. Travel	\$ 291.00	\$ 29.10	\$ 320.10	\$ -	\$ -	\$ -	\$ 291.00	\$ 29.10	\$ 320.10
7. Occupancy	\$ 27,096.00	\$ 2,709.60	\$ 29,805.60	\$ -	\$ -	\$ -	\$ 27,096.00	\$ 2,709.60	\$ 29,805.60
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 5,442.00	\$ 544.20	\$ 5,986.20	\$ -	\$ -	\$ -	\$ 5,442.00	\$ 544.20	\$ 5,986.20
Postage	\$ 600.00	\$ 60.00	\$ 660.00	\$ -	\$ -	\$ -	\$ 600.00	\$ 60.00	\$ 660.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ 2,160.00	\$ 216.00	\$ 2,376.00	\$ -	\$ -	\$ -	\$ 2,160.00	\$ 216.00	\$ 2,376.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 3,105.00	\$ 310.50	\$ 3,415.50	\$ -	\$ -	\$ -	\$ 3,105.00	\$ 310.50	\$ 3,415.50
10. Marketing/Communications	\$ 825.00	\$ 82.50	\$ 907.50	\$ -	\$ -	\$ -	\$ 825.00	\$ 82.50	\$ 907.50
11. Staff Education and Training	\$ 123.00	\$ 12.30	\$ 135.30	\$ -	\$ -	\$ -	\$ 123.00	\$ 12.30	\$ 135.30
12. Subcontracts/Agreements	\$ 909.00	\$ 90.90	\$ 999.90	\$ -	\$ -	\$ -	\$ 909.00	\$ 90.90	\$ 999.90
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Support Clients' Unmet Needs	\$ 15,150.00	\$ 1,515.00	\$ 16,665.00	\$ -	\$ -	\$ -	\$ 15,150.00	\$ 1,515.00	\$ 16,665.00
Naloxone	\$ 81,000.00	\$ 8,100.00	\$ 89,100.00	\$ -	\$ -	\$ -	\$ 81,000.00	\$ 8,100.00	\$ 89,100.00
Flex Funds	\$ 37,671.00	\$ 3,767.10	\$ 41,438.10	\$ -	\$ -	\$ -	\$ 37,671.00	\$ 3,767.10	\$ 41,438.10
Shelter Respite Vouchers	\$ 12,000.00	\$ 1,200.00	\$ 13,200.00	\$ -	\$ -	\$ -	\$ 12,000.00	\$ 1,200.00	\$ 13,200.00
<b>TOTAL</b>	<b>\$ 505,108.18</b>	<b>\$ 50,510.82</b>	<b>\$ 555,619.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 505,108.18</b>	<b>\$ 50,510.82</b>	<b>\$ 555,619.00</b>

Indirect As A Percent of Direct

10.0%



## Exhibit B-10 Amendment #4 SOR II Budget

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

Contractor Name: Concord Hospital, Inc.

Project Title: Access and Delivery Hub for Opioid Use Disorder Services

Budget Period: SFY23 07/01/2022-09/30/2022

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 72,529.00	\$ 7,252.90	\$ 79,781.90	\$ -	\$ -	\$ -	\$ 72,529.00	\$ 7,252.90	\$ 79,781.90
2. Employee Benefits	\$ 32,494.00	\$ 3,249.40	\$ 35,743.40	\$ -	\$ -	\$ -	\$ 32,494.00	\$ 3,249.40	\$ 35,743.40
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ 500.00	\$ 50.00	\$ 550.00	\$ -	\$ -	\$ -	\$ 500.00	\$ 50.00	\$ 550.00
Purchase/Depreciation	\$ 223.00	\$ 22.30	\$ 245.30	\$ -	\$ -	\$ -	\$ 223.00	\$ 22.30	\$ 245.30
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ 22.00	\$ 2.20	\$ 24.20	\$ -	\$ -	\$ -	\$ 22.00	\$ 2.20	\$ 24.20
Office	\$ 500.00	\$ 50.00	\$ 550.00	\$ -	\$ -	\$ -	\$ 500.00	\$ 50.00	\$ 550.00
6. Travel	\$ 100.00	\$ 10.00	\$ 110.00	\$ -	\$ -	\$ -	\$ 100.00	\$ 10.00	\$ 110.00
7. Occupancy	\$ 9,032.00	\$ 903.20	\$ 9,935.20	\$ -	\$ -	\$ -	\$ 9,032.00	\$ 903.20	\$ 9,935.20
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 1,780.00	\$ 178.00	\$ 1,958.00	\$ -	\$ -	\$ -	\$ 1,780.00	\$ 178.00	\$ 1,958.00
Postage	\$ 200.00	\$ 20.00	\$ 220.00	\$ -	\$ -	\$ -	\$ 200.00	\$ 20.00	\$ 220.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ 720.00	\$ 72.00	\$ 792.00	\$ -	\$ -	\$ -	\$ 720.00	\$ 72.00	\$ 792.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 1,035.00	\$ 103.50	\$ 1,138.50	\$ -	\$ -	\$ -	\$ 1,035.00	\$ 103.50	\$ 1,138.50
10. Marketing/Communications	\$ 275.00	\$ 27.50	\$ 302.50	\$ -	\$ -	\$ -	\$ 275.00	\$ 27.50	\$ 302.50
11. Staff Education and Training	\$ 50.00	\$ 5.00	\$ 55.00	\$ -	\$ -	\$ -	\$ 50.00	\$ 5.00	\$ 55.00
12. Subcontracts/Agreements	\$ 303.00	\$ 30.30	\$ 333.30	\$ -	\$ -	\$ -	\$ 303.00	\$ 30.30	\$ 333.30
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Nalaxone	\$ 27,000.00	\$ 2,700.00	\$ 29,700.00	\$ -	\$ -	\$ -	\$ 27,000.00	\$ 2,700.00	\$ 29,700.00
Flex funds	\$ 12,557.00	\$ 1,255.70	\$ 13,812.70	\$ -	\$ -	\$ -	\$ 12,557.00	\$ 1,255.70	\$ 13,812.70
Shelter respite vouchers	\$ 4,000.00	\$ 400.00	\$ 4,400.00	\$ -	\$ -	\$ -	\$ 4,000.00	\$ 400.00	\$ 4,400.00
<b>TOTAL</b>	<b>\$ 163,320.00</b>	<b>\$ 16,332.00</b>	<b>\$ 179,652.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 163,320.00</b>	<b>\$ 16,332.00</b>	<b>\$ 179,652.00</b>

Indirect As A Percent of Direct

10.0%



# State of New Hampshire

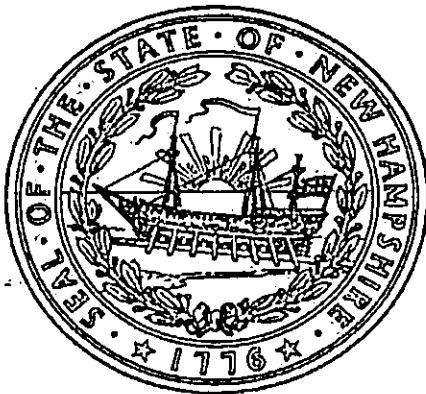
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CONCORD HOSPITAL, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on January 29, 1985. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 74948

Certificate Number : 0005348709



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 1st day of April A.D. 2021.

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

William M. Gardner  
Secretary of State



**CERTIFICATE**

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

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

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

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

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

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Corporation this 20<sup>th</sup> day of August, 2021.

William Chapman  
Secretary





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/30/2020

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

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

<b>PRODUCER</b> MARSH USA, INC. 99 HIGH STREET BOSTON, MA 02110 Attn: Boston.certrequest@Marsh.com  CN107277064-CHS-gener-21-22	<b>CONTACT NAME:</b> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">PHONE (A/C, No, Ext):</td> <td style="width: 50%;">FAX (A/C, No):</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS:</td> </tr> </table>	PHONE (A/C, No, Ext):	FAX (A/C, No):	E-MAIL ADDRESS:											
PHONE (A/C, No, Ext):	FAX (A/C, No):														
E-MAIL ADDRESS:															
<b>INSURED</b> CAPITAL REGION HEALTHCARE CORPORATION & CONCORD HOSPITAL, INC. ATTN: KATHY LAMONTAGNE, ADMINISTRATION 250 PLEASANT STREET CONCORD, NH 03301	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Granite Shield Insurance Exchange</td> <td></td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Granite Shield Insurance Exchange		INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

**COVERAGES**      **CERTIFICATE NUMBER:** NYC-010660600-04      **REVISION NUMBER:** 3

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			GSIE-PRIM-2021-101	01/01/2021	01/01/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 12,000,000 PRODUCTS - COMP/OP AGG \$ OTHER: \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER: \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ OTHER: \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			GSIE-PRIM-2021-101	01/01/2021	01/01/2022	SEE ABOVE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Evidence of coverage for Concord Regional Visiting Nurse Association (CRVNA)

GENERAL LIABILITY AND PROFESSIONAL LIABILITY SHARE A COMBINED LIMIT OF 2,000,000/12,000,000. HOSPITAL PROFESSIONAL LIABILITY RETRO ACTIVE DATE 1/1/2005 EACH OCCURRENCE AND AGGREGATE LIMITS ARE SHARED AMONGST THE GRANITE SHIELD EXCHANGE HOSPITALS.

## CERTIFICATE HOLDER

State of New Hampshire  
 Dept. of Health & Human Services  
 129 Pleasant Street  
 Concord, NH 03301

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE  
 of Marsh USA Inc.

Elizabeth Stapleton

*Elizabeth Stapleton*

© 1988-2016 ACORD CORPORATION. All rights reserved.





CAPIREG-01

AZIDOW

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/8/2020

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

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<b>PRODUCER</b> License # 1780862 HUB International New England 275 US Route 1 Cumberland Foreside, ME 04110	<b>CONTACT</b> NAME: PHONE (A/C, No, Ext): (207) 829-3450 FAX (A/C, No): (207) 829-6350 E-MAIL: ADDRESS: <table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> <tr> <td>INSURER A:</td><td>Hanover Insurance Company</td><td>22292</td></tr> <tr> <td>INSURER B:</td><td>Safety National Casualty Corporation</td><td>15105</td></tr> <tr> <td>INSURER C:</td><td></td><td></td></tr> <tr> <td>INSURER D:</td><td></td><td></td></tr> <tr> <td>INSURER E:</td><td></td><td></td></tr> <tr> <td>INSURER F:</td><td></td><td></td></tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Hanover Insurance Company	22292	INSURER B:	Safety National Casualty Corporation	15105	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
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INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						
<b>INSURED</b>  Capital Region Healthcare Corporation 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			AWPH38382700	10/1/2020	10/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> Y/N <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Excess Worker's Comp			SP4063844	10/1/2020	10/1/2021	\$500,000 retention 1,000,000

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

## CERTIFICATE HOLDER

## CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE

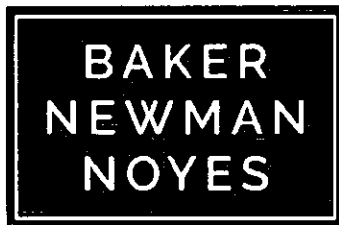


# Concord Hospital Mission Statement

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

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





# **Concord Hospital, Inc. and Subsidiaries**

**Audited Consolidated Financial Statements**

*Years Ended September 30, 2020 and 2019  
With Independent Auditors' Report*



## **CONCORD HOSPITAL, INC. AND SUBSIDIARIES**

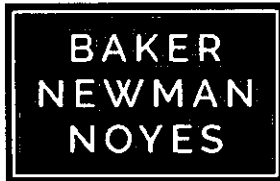
### **Audited Consolidated Financial Statements**

**Years Ended September 30, 2020 and 2019**

## **CONTENTS**

<b>Independent Auditors' Report</b>	<b>1</b>
<b>Audited Consolidated Financial Statements:</b>	
Consolidated Balance Sheets	2
Consolidated Statements of Operations	4
Consolidated Statements of Changes in Net Assets	5
Consolidated Statements of Cash Flows	6
Notes to Consolidated Financial Statements	7





Baker Newman & Noyes LLC  
MAINE | MASSACHUSETTS | NEW HAMPSHIRE  
800.244.7444 | www.bnnn CPA.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, 2020 and 2019, 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, 2020 and 2019, and the results of its operations, changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

*Baker Newman & Noyes LLC*

Manchester, New Hampshire  
December 11, 2020



## CONCORD HOSPITAL, INC. AND SUBSIDIARIES

## CONSOLIDATED BALANCE SHEETS

September 30, 2020 and 2019

ASSETS  
(In thousands)

	<u>2020</u>	<u>2019</u>
Current assets:		
Cash and cash equivalents	\$ 29,342	\$ 6,404
Short-term investments	73,907	23,228
Accounts receivable	66,175	68,614
Due from affiliates	90	492
Supplies	2,871	2,396
Prepaid expenses and other current assets	<u>6,923</u>	<u>6,662</u>
Total current assets	179,308	107,796
Assets whose use is limited or restricted:		
Board designated	296,887	284,668
Funds held by trustee for workers' compensation reserves, self-insurance escrows and construction funds	18,000	38,141
Donor-restricted funds and restricted grants	<u>39,462</u>	<u>39,656</u>
Total assets whose use is limited or restricted	354,349	362,465
Other noncurrent assets:		
Due from affiliates, net of current portion	654	708
Other assets	<u>13,567</u>	<u>18,340</u>
Total other noncurrent assets	14,221	19,048
Property and equipment:		
Land and land improvements	6,332	6,338
Buildings	239,545	194,301
Equipment	255,660	244,834
Construction in progress	<u>12,075</u>	<u>38,734</u>
	513,612	484,207
Less accumulated depreciation	<u>(309,639)</u>	<u>(302,519)</u>
Net property and equipment	<u>203,973</u>	<u>181,688</u>
	<u>\$ 751,851</u>	<u>\$ 670,997</u>



**LIABILITIES AND NET ASSETS**

(In thousands)

	<u>2020</u>	<u>2019</u>
Current liabilities:		
Accounts payable and accrued expenses	\$ 34,569	\$ 34,354
Accrued compensation and related expenses	30,543	28,174
Accrual for estimated third-party payor settlements	48,392	34,569
Current portion of long-term debt	<u>5,186</u>	<u>7,385</u>
Total current liabilities	118,690	104,482
Long-term debt, net of current portion	116,555	120,713
Accrued pension and other long-term liabilities	<u>146,652</u>	<u>74,718</u>
Total liabilities	381,897	299,913
Net assets:		
Without donor restrictions	331,060	333,022
With donor restrictions	<u>38,894</u>	<u>38,062</u>
Total net assets	369,954	371,084

<u>\$ 751,851</u>	<u>\$ 670,997</u>
-------------------	-------------------

See accompanying notes.



## CONCORD HOSPITAL, INC. AND SUBSIDIARIES

## CONSOLIDATED STATEMENTS OF OPERATIONS

Years Ended September 30, 2020 and 2019

(In thousands)

	<u>2020</u>	<u>2019</u>
Revenue and other support without donor restrictions:		
Patient service revenue	\$455,512	\$486,272
Other revenue	48,612	21,887
Disproportionate share revenue	18,202	19,215
Net assets released from restrictions for operations	<u>1,983</u>	<u>1,453</u>
Total revenue and other support without donor restrictions	524,309	528,827
Operating expenses:		
Salaries and wages	245,681	250,359
Employee benefits	68,329	61,887
Supplies and other	109,783	106,095
Purchased services	34,943	32,865
Professional fees	7,722	7,681
Depreciation and amortization	24,355	26,150
Medicaid enhancement tax	22,572	22,442
Interest expense	<u>2,595</u>	<u>4,729</u>
Total operating expenses	<u>515,980</u>	<u>512,208</u>
Income from operations	8,329	16,619
Nonoperating income (loss):		
Gifts and bequests without donor restrictions	411	304
Investment income (loss) and other	10,056	(4,906)
Loss on extinguishment of long-term debt	(1,231)	-
Net periodic benefits cost, other than service cost	<u>(2,931)</u>	<u>(2,626)</u>
Total nonoperating income (loss)	<u>6,305</u>	<u>(7,228)</u>
Excess of revenues and nonoperating income (loss) over expenses	<u>\$ 14,634</u>	<u>\$ 9,391</u>

See accompanying notes.



**CONCORD HOSPITAL, INC. AND SUBSIDIARIES****CONSOLIDATED STATEMENTS OF CHANGES IN NET ASSETS**

Years Ended September 30, 2020 and 2019

(In thousands)

	<u>2020</u>	<u>2019</u>
Net assets without donor restrictions:		
Excess of revenues and nonoperating income (loss) over expenses	\$ 14,634	\$ 9,391
Net unrealized gains on investments	—	4,979
Net transfers from affiliates	(145)	388
Net assets released from restrictions used for purchases of property and equipment	61	188
Pension adjustment	<u>(16,512)</u>	<u>(49,984)</u>
Decrease in net assets without donor restrictions	(1,962)	(35,038)
Net assets with donor restrictions:		
Contributions and pledges with donor restrictions	2,079	1,912
Net investment gain (loss)	945	(103)
Contributions to affiliates and other community organizations	(210)	(186)
Unrealized gains (losses) on trusts administered by others	62	(147)
Net assets released from restrictions for operations	(1,983)	(1,453)
Net assets released from restrictions used for purchases of property and equipment	<u>(61)</u>	<u>(188)</u>
Increase (decrease) in net assets with donor restrictions	<u>832</u>	<u>(165)</u>
Decrease in net assets	(1,130)	(35,203)
Net assets, beginning of year	<u>371,084</u>	<u>406,287</u>
Net assets, end of year	<u>\$369,954</u>	<u>\$371,084</u>

See accompanying notes.



**CONCORD HOSPITAL, INC. AND SUBSIDIARIES****CONSOLIDATED STATEMENTS OF CASH FLOWS**

Years Ended September 30, 2020 and 2019  
(In thousands)

	<u>2020</u>	<u>2019</u>
Cash flows from operating activities:		
Decrease in net assets	\$ (1,130)	\$ (35,203)
Adjustments to reconcile decrease in net assets to net cash provided by operating activities:		
Contributions and pledges with donor restrictions	(2,079)	(1,912)
Depreciation and amortization	24,355	26,150
Net realized and unrealized (gains) losses on investments	(7,469)	5,483
Bond premium and issuance cost amortization	(356)	(368)
Equity in earnings of affiliates, net	(4,865)	(7,345)
Loss on disposal of property and equipment	33	35
Loss on extinguishment of long-term debt	1,231	-
Pension adjustment	16,512	49,984
Changes in operating assets and liabilities:		
Accounts receivable	2,439	1,647
Supplies, prepaid expenses and other current assets	(736)	(1,717)
Other assets	5,758	(4,087)
Due from affiliates	456	227
Accounts payable and accrued expenses	6,228	(8,826)
Accrued compensation and related expenses	2,369	1,528
Accrual for estimated third-party payor settlements	13,823	(809)
Accrued pension and other long-term liabilities	<u>55,422</u>	<u>(23,568)</u>
Net cash provided by operating activities	111,991	1,219
Cash flows from investing activities:		
Increase in property and equipment, net	(53,596)	(31,698)
Purchases of investments	(132,901)	(43,333)
Proceeds from sales of investments	95,541	76,304
Equity distributions from affiliates	<u>3,813</u>	<u>6,309</u>
Net cash (used) provided by investing activities	(87,143)	7,582
Cash flows from financing activities:		
Payments on long-term debt	(52,800)	(9,058)
Proceeds from issuance of long-term debt	49,102	-
Bond issuance costs	(256)	-
Contributions and pledges with donor restrictions	<u>2,044</u>	<u>1,970</u>
Net cash used by financing activities	<u>(1,910)</u>	<u>(7,088)</u>
Net increase in cash and cash equivalents	22,938	1,713
Cash and cash equivalents at beginning of year	<u>6,404</u>	<u>4,691</u>
Cash and cash equivalents at end of year	<u>\$ 29,342</u>	<u>\$ 6,404</u>

## Supplemental disclosure:

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

See accompanying notes.



## CONCORD HOSPITAL, INC. AND SUBSIDIARIES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2020 and 2019

(In thousands)

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

##### Organization

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

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

In March 2009, the Hospital created The Concord Hospital Trust (the Trust), a separately incorporated, not-for-profit organization to serve as the Hospital's philanthropic arm. In establishing the Trust, the Hospital transferred philanthropic funds with donor restrictions, including board designated funds, endowments, indigent care funds and specific purpose funds, to the newly formed organization together with the stewardship responsibility to direct monies available to support the Hospital's charitable mission and reflect the specific intentions of the donors who made these gifts. Concord Hospital and the Trust constitute the Obligated Group at September 30, 2020 and 2019 to certain debt described in Note 6.

Subsidiaries of the Hospital include:

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

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

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

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

##### Use of Estimates

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



**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

September 30, 2020 and 2019

(In thousands)

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

**Concentration of Credit Risk**

Financial instruments which subject the Hospital to credit risk consist primarily of cash equivalents, accounts receivable and investments. The risk with respect to cash equivalents is minimized by the Hospital's policy of investing in financial instruments with short-term maturities issued by highly rated financial institutions. The Hospital's accounts receivable are primarily due from third-party payors and amounts are presented net of expected explicit and implicit price concessions, including estimated implicit price concessions from uninsured patients. The Hospital's investment portfolio consists of diversified investments, which are subject to market risk. The Hospital's investment in one fund, the Vanguard Institutional Index Fund, exceeded 10% of total Hospital investments as of September 30, 2020 and 2019.

**Cash and Cash Equivalents**

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

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

**Supplies**

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

**Assets Whose Use is Limited or Restricted**

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

**Investments and Investment Income**

Investments are carried at fair value in the accompanying consolidated balance sheets. For 2020, investment income (including realized gains and losses on investments, interest and dividends) and the net change in unrealized gains and losses on investments are included in the excess of revenues and nonoperating income over expenses in the accompanying consolidated statements of operations, unless the income or loss is restricted by donor or law. The change in net unrealized gains and losses on investments in 2019 (prior to the effective date of Accounting Standards Update (ASU) 2016-01 as discussed within the "Recent Accounting Pronouncements" section of Note 1) is reported as a separate component of the change in net assets without donor restrictions, except declines that are determined by management to be other than temporary, which are reported as an impairment charge (included in the excess of revenues and nonoperating income over expenses). No such losses were recorded in 2019.



**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

September 30, 2020 and 2019  
(In thousands)

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

**Beneficial Interest in Perpetual Trusts**

The System has an irrevocable right to receive income earned on certain trust assets established for its benefit. Distributions received by the System are without donor restrictions. The System's interest in the fair value of the trust assets is included in assets whose use is limited or restricted and as net assets with donor restrictions. Changes in the fair value of beneficial trust assets are reported as increases or decreases to net assets with donor restrictions.

**Investment Policies**

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

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

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

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

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

**Spending Policy for Appropriation of Assets for Expenditure**

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

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



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

September 30, 2020 and 2019  
(In thousands)

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

**Accounts Receivable**

For accounts receivable resulting from revenue recognized prior to October 1, 2019, an allowance for doubtful accounts was established to reduce the carrying value of such receivables to their estimated net realizable value. Generally, this allowance was estimated based on the aging of accounts receivable, historical collection experience and other factors. Under the provisions of Financial Accounting Standards Board (FASB) ASU No. 2014-09, *Revenue from Contracts with Customers*, which the System adopted effective October 1, 2019 using the full retrospective method, when an unconditional right to payment exists, subject only to the passage of time, the right is treated as a receivable. Patient accounts receivable for which the unconditional right to payment exists are receivables if the right to consideration is unconditional and only the passage of time is required before payment of that consideration is due. As a result of the full retrospective method adoption of ASU No. 2014-09, accounts receivable at September 30, 2020 and 2019 reflect the fact that any estimated uncollectible amounts are generally considered implicit price concessions that are a direct reduction to accounts receivable rather than allowance for doubtful accounts. At September 30, 2020 and 2019, estimated implicit price concessions of \$14,072 and \$14,635, respectively, had been recorded as reductions to accounts receivable balances to enable the System to record revenues and accounts receivable at the estimated amounts expected to collected.

**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, 2020 and 2019, depreciation expense was \$24,355 and \$26,150, respectively.

The System has also capitalized certain costs associated with property and equipment not yet in service. Construction in progress includes amounts incurred related to major construction projects, other renovations, and other capital equipment purchased but not yet placed in service. During 2020 and 2019, the Hospital capitalized \$1,953 and \$652, respectively, of interest expense relating to various construction projects.

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



## CONCORD HOSPITAL, INC. AND SUBSIDIARIES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2020 and 2019

(In thousands)

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

##### Federal Grant Revenue and Expenditures

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

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

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

##### Charity Care

The System provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates (Note 11). Because the System does not pursue collection of amounts determined to qualify as charity care, they are not reported as revenue. The System uses an industry standard approach in calculating the costs associated with providing charity care. Funds received from gifts and grants to subsidize charity services provided for the years ended September 30, 2020 and 2019 were approximately \$206 and \$88, respectively.

##### Net Assets With Donor Restrictions

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

##### Patient Service Revenue

Prior to the adoption of ASU 2014-09 by the System on October 1, 2019, the System recognized patient service revenue as services were rendered and reported revenue at the estimated net realizable amounts from patients, third-party payors and others for services rendered. On the basis of historical experience, a portion of the System's uninsured patients were unable or unwilling to pay for services provided. Thus, the System recorded a provision for doubtful accounts related to uninsured patients in the period the services were provided. The System adopted the new standard effective October 1, 2019, using the full retrospective method and updated its accounting policies related to revenues, as discussed below. The adoption of the new standard did not have an impact on the recognition of revenues for any periods prior to adoption.



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

September 30, 2020 and 2019  
(In thousands)

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

Revenues generally relate to contracts with patients in which the System's performance obligations are to provide health care services to patients. Revenues are recorded during the period obligations to provide health care services are satisfied. Performance obligations for inpatient services are generally satisfied over a period of days. Performance obligations for outpatient services are generally satisfied over a period of less than one day. The contractual relationships with patients, in most cases, also involve a third-party payor (Medicare, Medicaid, managed care health plans and commercial insurance companies, including plans offered through the health insurance exchanges) and the transaction prices for the services provided are dependent upon the terms provided by Medicare and Medicaid or negotiated with managed care health plans and commercial insurance companies, the third-party payors. The payment arrangements with third-party payors for the services provided to related patients typically specify payments at amounts less than standard charges. Medicare generally pays for inpatient and outpatient services at prospectively determined rates based on clinical, diagnostic and other factors. Services provided to patients having Medicaid coverage are generally paid at prospectively determined rates per discharge, per identified service or per covered member. Agreements with commercial insurance carriers, managed care and preferred provider organizations generally provide for payments based upon predetermined rates per diagnosis, per diem rates or discounted fee-for-service rates. Management continually reviews the revenue recognition process to consider and incorporate updates to laws and regulations and the frequent changes in managed care contractual terms resulting from contract renegotiations and renewals.

The collection of outstanding receivables for Medicare, Medicaid, managed care payers, other third-party payors and patients is the System's primary source of cash and is critical to its operating performance. The primary collection risks relate to uninsured patient accounts, including patient accounts for which the primary insurance carrier has paid the amounts covered by the applicable agreement, but patient responsibility amounts (deductibles and copayments) remain outstanding. Implicit price concessions relate primarily to amounts due directly from patients. Estimated implicit price concessions are recorded for all uninsured accounts, regardless of the aging of those accounts. Accounts are written off when all reasonable internal and external collection efforts have been performed. The estimates for implicit price concessions are based upon management's assessment of historical write-offs and expected net collections, business and economic conditions, trends in federal, state and private employer health care coverage and other collection indicators. Management relies on the results of detailed reviews of historical write-offs and collections at facilities that represent a majority of hospital revenues and accounts receivable (the "hindsight analysis") as a primary source of information in estimating the collectability of accounts receivable. Management performs the hindsight analysis regularly, utilizing rolling twelve-months accounts receivable collection and write-off data. Management believes its regular updates to the estimated implicit price concession amounts provides reasonable estimates of revenues and valuations of accounts receivable. These routine, regular changes in estimates have not resulted in material adjustments to the valuations of accounts receivable or period-to-period comparisons of operations.

The System receives payment for other Medicaid outpatient services on a reasonable cost basis which are settled with retroactive adjustments upon completion and audit of related cost finding reports. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in patient service revenues in the year that such amounts become known. For the years ended September 30, 2020 and 2019, patient service revenue in the accompanying consolidated statements of operations increased by approximately \$3,400 and \$5,600, respectively, due to actual settlements and changes in assumptions underlying estimated future third-party settlements.



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

September 30, 2020 and 2019  
(In thousands)

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

Revenues from the Medicare and Medicaid programs accounted for approximately 35% and 4% and 34% and 4% of the Hospital's patient service revenue for the years ended September 30, 2020 and 2019, respectively. Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation.

**Excess of Revenues and Nonoperating Income (Loss) Over Expenses**

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

The consolidated statements of operations also include excess of revenues and nonoperating income (loss) over expenses. Changes in net assets without donor restrictions which are excluded from excess of revenues and nonoperating income over expenses, consistent with industry practice, include the 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). Prior to the adoption of ASU 2016-01 on October 1, 2019, unrealized gains and losses on equity securities other than trading securities or losses considered other than temporary were excluded from the performance indicator. Effective October 1, 2019, unrealized gains and losses on equity securities are recorded within the performance indicator in order to conform to ASU 2016-01.

**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.

**Functional Expense Allocation**

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

**Income Taxes**

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



## CONCORD HOSPITAL, INC. AND SUBSIDIARIES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2020 and 2019  
(In thousands)

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

##### Advertising Costs

The System expenses advertising costs as incurred, and such costs totaled approximately \$181 and \$251 for the years ended September 30, 2020 and 2019, respectively.

##### Recent Accounting Pronouncements

In May 2014, the FASB issued ASU 2014-09, *Revenue from Contracts with Customers (Topic 606)*. The ASU supersedes the revenue recognition requirements in Topic 605 (Revenue Recognition) and most industry-specific guidance throughout the Industry Topics of Codification. The core principal of ASU 2014-09 is that an entity should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. The System adopted the new standard effective October 1, 2019, using the full retrospective method. The adoption of the new standard did not have an impact on the recognition of revenues for any periods prior to adoption. The most significant impact of adopting the new standard is the presentation of the consolidated statements of operations, where "patient service revenues" is presented net of estimated implicit price concession revenue deductions. The related presentation of "allowances for doubtful accounts" has also been eliminated from the consolidated balance sheets as a result of the adoption of the new standard.

In January 2016, the FASB issued ASU No. 2016-01, *Financial Instruments – Overall (Subtopic 825-10): Recognition and Measurement of Financial Assets and Financial Liabilities* (ASU 2016-01). ASU 2016-01 requires equity securities to be measured at fair value with changes in fair value recognized through the excess of revenues and nonoperating income (loss) over expenses unless restricted by law or donors. ASU 2016-01 was effective for the System on October 1, 2019 and has been applied on a prospective basis. As a result of adopting ASU 2016-01, unrealized gains and losses on equity securities have been included in investment income (loss) and other in the 2020 consolidated statement of operations. ASU 2016-01 did not impact the accounting for investments in debt securities. As such, unrealized gains and losses on debt securities, if applicable, continue to be excluded from the excess of revenues and nonoperating income (loss) over expenses, and instead are reflected within the change in net assets.

In June 2018, the FASB issued ASU No. 2018-08, *Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made* (ASU 2018-08). Due to diversity in practice, ASU 2018-08 clarifies the definition of an exchange transaction as well as the criteria for evaluating whether contributions are unconditional or conditional. ASU 2018-08 was effective for the System on October 1, 2019 and has been applied retrospectively to all periods presented. The adoption of ASU 2018-08 did not have a material impact on these consolidated financial statements.



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

September 30, 2020 and 2019  
(In thousands)

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

In February 2016, the FASB issued ASU No. 2016-02, *Leases (Topic 842)* (ASU 2016-02). Under ASU 2016-02, at the commencement of a long-term lease, lessees will recognize a liability equivalent to the discounted payments due under the lease agreement, as well as an offsetting right-of-use asset. ASU 2016-02 is effective for the System on October 1, 2022. Lessees (for capital and operating leases) must apply a modified retrospective transition approach for leases existing at, or entered into after, the beginning of the earliest comparative period presented in the financial statements. The modified retrospective approach would not require any transition accounting for leases that expired before the earliest comparative period presented. Lessees may not apply a full retrospective transition approach. The System is currently evaluating the impact of the pending adoption of ASU 2016-02 on the System's consolidated financial statements.

In August 2018, the FASB issued ASU 2018-13, *Fair Value Measurement (Topic 820): Disclosure Framework – Changes to the Disclosure Requirements for Fair Value Measurement* (ASU 2018-13). The amendments in this ASU modify the disclosure requirements for fair value measurements for Level 3 assets and liabilities, and eliminate the requirement to disclose transfers between Levels 1 and 2 of the fair value hierarchy, among other modifications. ASU 2018-13 is effective for the System on October 1, 2020, with early adoption permitted. The System is currently evaluating the impact that ASU 2018-13 will have on its consolidated financial statements.

In September 2020, the FASB issued ASU No. 2020-07, *Not-for-Profit Entities (Topic 958): Presentation and Disclosures by Not-for-Profit Entities for Contributed Nonfinancial Assets*. ASU 2020-07 enhances the presentation of disclosure requirements for contributed nonfinancial assets. ASU 2020-07 requires entities to present contributed nonfinancial assets as a separate line item in the statement of operations and disclose the amount of contributed nonfinancial assets recognized within the statement of operations by category that depicts the type of contributed nonfinancial assets, as well as a description of any donor-imposed restrictions associated with the contributed nonfinancial assets and the valuation techniques used to arrive at a fair value measure at initial recognition. ASU 2020-07 is effective for the System for transactions in which they serve as the resource recipient beginning October 1, 2021, with early adoption permitted. The System is currently evaluating the impact of the pending adoption of ASU 2020-07 on its financial statements.

**Risks and Uncertainties**

On March 11, 2020, the World Health Organization declared the outbreak of coronavirus (COVID-19) a pandemic. Patient volumes and the related revenues for most services were significantly impacted in the last two weeks of March 2020 and continued to be impacted in the third and fourth quarters of fiscal 2020 as various policies were implemented by federal, state and local governments in response to the COVID-19 pandemic that have caused many people to remain at home and forced the closure of or limitations on certain businesses, as well as suspended elective procedures by health care facilities.



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

September 30, 2020 and 2019

(In thousands)

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

While some of these restrictions have been eased across the U.S. and the State of New Hampshire has lifted limitations on nonemergent procedures, some restrictions remain in place. While consolidated patient volumes and revenues experienced gradual improvement beginning in the latter part of April and continuing through the end of the fourth fiscal quarter, uncertainty still exists as the future is unpredictable. The System's pandemic response plan has multiple facets and continues to evolve as the pandemic unfolds. The System has taken precautionary steps to enhance its operational and financial flexibility, and react to the risks the COVID-19 pandemic presents in its operations, including the following:

- Implemented certain cost reduction initiatives;
- Increased the availability on its revolving line of credit from \$10,000 to \$40,000;
- Elected to defer payments on employer payroll tax incurred through December 31, 2020 as provided for under the Coronavirus Aid, Relief, and Economic Security ("CARES") Act;
- Since the declaration of the pandemic, the System received \$57,885 of accelerated Medicare payments (Note 5) and \$29,468 in general and targeted Provider Relief Fund distributions, both as provided for under the CARES Act.

The System believes the extent of the COVID-19 pandemic's adverse impact on operating results and financial condition has been and will continue to be driven by many factors, most of which are beyond control and ability to forecast. Such factors include, but are not limited to, the scope and duration of stay-at-home practices and business closures and restrictions, government-imposed or recommended suspensions of elective procedures, continued declines in patient volumes for an indeterminable length of time, increases in the number of uninsured and underinsured patients as a result of higher sustained rates of unemployment, incremental expenses required for supplies and personal protective equipment, and changes in professional and general liability exposure. Because of these and other uncertainties, the System cannot estimate the length or severity of the impact of the pandemic on its operations. Decreases in cash flows and results of operations may have an impact on the inputs and assumptions used in significant accounting estimates, including estimated implicit price concessions related to uninsured patient accounts, and professional and general liability reserves.

During the third quarter of fiscal 2020, the System was awarded \$9,539 from the \$50 billion general distribution fund and \$19,929 of targeted distributions from the CARES Act Provider Relief Fund. These distributions from the Provider Relief Fund are not subject to repayment, provided the System is able to attest to and comply with the terms and conditions of the funding, including demonstrating that the distributions received have been used for healthcare-related expenses or lost revenue attributable to COVID-19. Such payments are accounted for as government grants, and are recognized on a systematic and rational basis as other income once there is reasonable assurance that the applicable terms and conditions required to retain the funds will be met. Based on an analysis of the compliance and reporting requirements of the Provider Relief Fund and the impact of the pandemic on operating results through September 30, 2020, the System recognized \$29,468 related to these general distribution funds, and these payments are recorded within other revenue in the consolidated statements of operations for the year ended September 30, 2020.



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

September 30, 2020 and 2019  
(In thousands)

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

The CARES Act also provides for a deferral of payments of the employer portion of payroll tax incurred during the pandemic, allowing half of such payroll taxes to be deferred until December 2021 and the remaining half until December 2022. At September 30, 2020, the System had deferred \$6,051 of payroll taxes recorded within accrued pension and other long-term liabilities in the accompanying consolidated balance sheet.

The System will continue to monitor compliance with the terms and conditions of the Provider Relief Fund and other potential assistance programs and available grants, and the impact of the pandemic on revenues and expenses. If the System is unable to attest to or comply with current or future terms and conditions, the System's ability to retain some or all of the distributions received may be impacted.

**Subsequent Events**

Management of the System evaluated events occurring between the end of the System's fiscal year and December 11, 2020, the date the consolidated financial statements were available to be issued.

On October 19, 2020, the Hospital entered into a proposed asset purchase agreement (the Agreement) with LRGHealthcare (the Seller) to acquire certain assets of Lakes Region General Hospital in Laconia, New Hampshire, and Franklin Regional Hospital in Franklin, New Hampshire. Upon execution of the Agreement, the Seller filed a voluntary case under Chapter 11 of the United States bankruptcy code. As a result, the Agreement is subject to bankruptcy proceedings, including a formal bid process and auction as well as subsequent regulatory approvals should the Hospital's bid be accepted. The outcome of these events is unknown as of the date of these consolidated financial statements, and therefore no amounts have been reflected within these consolidated financial statements related to the above.

**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, 2020 and 2019, transfers made to CRHC were \$(457) and \$(214), respectively, and transfers received from Capital Region Health Services Corporation (CRHSC) were \$312 and \$602, 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.



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

September 30, 2020 and 2019

(In thousands)

**2. Transactions With Affiliates (Continued)**

Amounts due the System, primarily from joint ventures, totaled \$744 and \$1,200 at September 30, 2020 and 2019, 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 (\$654 and \$708 at September 30, 2020 and 2019, respectively) with principal and interest (6.75% at September 30, 2020) payments due monthly. Interest income amounted to \$46 and \$50 for the years ended September 30, 2020 and 2019, respectively.

Contributions to affiliates and other community organizations from net assets with donor restrictions were \$210 and \$186 in 2020 and 2019, respectively.

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

Short-term investments totaling \$73,907 and \$23,228 at September 30, 2020 and 2019, respectively, are comprised primarily of cash and cash equivalents. Assets whose use is limited or restricted are carried at fair value and consist of the following at September 30:

	<u>2020</u>	<u>2019</u>
Board designated funds:		
Cash and cash equivalents	\$ 961	\$ 7,762
Fixed income securities	25,457	23,592
Marketable equity and other securities	258,108	242,088
Inflation-protected securities	<u>12,361</u>	<u>11,226</u>
	296,887	284,668
Held by trustee for workers' compensation reserves:		
Fixed income securities	2,974	3,140
Self-insurance escrows and construction funds:		
Cash and cash equivalents	1,242	10,568
Fixed income securities	3,176	14,816
Marketable equity securities	<u>10,608</u>	<u>9,617</u>
	15,026	35,001
Donor-restricted funds and restricted grants:		
Cash and cash equivalents	4,027	5,930
Fixed income securities	1,850	1,771
Marketable equity securities	21,299	19,865
Inflation-protected securities	1,020	921
Trust funds administered by others	10,965	10,903
Other	<u>301</u>	<u>266</u>
	<u>39,462</u>	<u>39,656</u>
	<u>\$354,349</u>	<u>\$362,465</u>



## CONCORD HOSPITAL, INC. AND SUBSIDIARIES

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2020 and 2019  
(In thousands)

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

Included in marketable equity and other securities above are \$188,376 and \$175,251 at September 30, 2020 and 2019, respectively, in so called alternative investments and collective trust funds. 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:

	<u>2020</u>	<u>2019</u>
Net assets without donor restrictions:		
Interest and dividends	\$ 4,894	\$ 5,606
Investment income from trust funds administered by others	539	530
Net realized gains (losses) on sales of investments	9,312	(9,863)
Net unrealized (losses) gains on investments	<u>(2,448)</u>	<u>4,979</u>
	12,297	1,252
Net assets with donor restrictions:		
Interest and dividends	402	349
Net realized gains (losses) on sales of investments	768	(779)
Net unrealized (losses) gains on investments	<u>(163)</u>	<u>180</u>
	<u>1,007</u>	<u>(250)</u>
	<u>\$13,304</u>	<u>\$ 1,002</u>

In compliance with the System's spending policy, portions of investment income and related fees are recognized in other operating revenue on the accompanying consolidated statements of operations. Investment income reflected in other operating revenue was \$2,024 and \$1,710 in 2020 and 2019, respectively.

Investment management fees expensed and reflected in nonoperating income were \$849 and \$863 for the years ended September 30, 2020 and 2019, respectively.

In accordance with ASU 2016-01, which the System adopted prospectively on October 1, 2019, no impairment analysis is required as of September 30, 2020 for equity securities. There were no unrealized losses in securities other than equity securities at September 30, 2020. The following summarizes the Hospital's gross unrealized losses and fair values, aggregated by investment category and length of time that individual securities have been in a continuous unrealized loss position at September 30, 2019:

	<u>Less Than 12 Months</u>		<u>12 Months or Longer</u>		<u>Total</u>	
	<u>Fair Value</u>	<u>Unrealized Losses</u>	<u>Fair Value</u>	<u>Unrealized Losses</u>	<u>Fair Value</u>	<u>Unrealized Losses</u>
Marketable equity securities	\$ 1,173	\$ (432)	\$ 13,650	\$ (1,029)	\$ 14,823	\$ (1,461)
Fund-of-funds	10,322	(747)	—	—	10,322	(747)
Collective trust funds	<u>13,226</u>	<u>(490)</u>	<u>30,814</u>	<u>(2,497)</u>	<u>44,040</u>	<u>(2,987)</u>
	<u>\$24,721</u>	<u>\$ (1,669)</u>	<u>\$44,464</u>	<u>\$ (3,526)</u>	<u>\$69,185</u>	<u>\$ (5,195)</u>



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

September 30, 2020 and 2019  
(In thousands)

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

In evaluating whether investments have suffered an other-than-temporary decline, based on input from outside investment advisors, management evaluated the amount of the decline compared to cost, the length of time and extent to which fair value has been less than cost, the underlying creditworthiness of the issuer, the fair values exhibited during the year, estimated future fair values and the System's intent and ability to hold the security until a recovery in fair value or maturity. Based on evaluations of the underlying issuers' financial condition, current trends and economic conditions, management believes there are no securities that have suffered an other-than-temporary decline in value at September 30, 2019.

**4. Defined Benefit Pension Plan**

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

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

The following table summarizes the Plan's funded status at September 30, 2020 and 2019:

	<u>2020</u>	<u>2019</u>
Funded status:		
Fair value of plan assets	\$ 258,752	\$ 251,574
Projected benefit obligation	<u>(327,793)</u>	<u>(304,836)</u>
	<u>\$ (69,041)</u>	<u>\$ (53,262)</u>
Activities for the year consist of:		
Benefit payments and administrative expenses paid	\$ 21,516	\$ 26,475
Net periodic benefit cost	15,267	12,958



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

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

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

	<u>2020</u>	<u>2019</u>
Change in benefit obligation:		
Projected benefit obligation at beginning of year	\$304,836	\$267,072
Service cost	12,336	10,332
Interest cost	11,102	12,096
Actuarial loss	19,835	40,111
Benefit payments and administrative expenses paid	(21,516)	(26,475)
Other adjustments to benefit cost	<u>1,200</u>	<u>1,700</u>
Projected benefit obligation at end of year	<u>\$327,793</u>	<u>\$304,836</u>
Change in plan assets:		
Fair value of plan assets at beginning of year	\$251,574	\$235,752
Actual return on plan assets	12,694	1,297
Employer contributions	16,000	41,000
Benefit payments and administrative expenses	<u>(21,516)</u>	<u>(26,475)</u>
Fair value of plan assets at end of year	<u>\$258,752</u>	<u>\$251,574</u>
Funded status and amount recognized in noncurrent liabilities at September 30	<u>\$(69,041)</u>	<u>\$(53,262)</u>

Amounts recognized as a change in net assets without donor restrictions during the years ended September 30, 2020 and 2019 consist of:

	<u>2020</u>	<u>2019</u>
Net actuarial loss	\$ 27,689	\$56,890
Net amortized loss	(11,420)	(7,153)
Prior service credit amortization	<u>243</u>	<u>247</u>
Total amount recognized	<u>\$ 16,512</u>	<u>\$49,984</u>



## CONCORD HOSPITAL, INC. AND SUBSIDIARIES

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2020 and 2019

(In thousands)

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

The fair values of the System's pension plan assets as of September 30, 2020 and 2019, by asset category are as follows (see Note 14 for level definitions). In accordance with ASU 2015-07, certain investments that are measured using the net value per share practical expedient have not been classified in the fair value hierarchy.

	<u>2020</u> <u>Level 1</u>	<u>2019</u> <u>Level 1</u>
Short-term investments:		
Money market funds	\$ 1,189	\$ 5,111
Equity securities:		
Common stocks	7,862	9,356
Mutual funds – international	–	9,835
Mutual funds – domestic	72,339	64,805
Mutual funds – inflation hedge	7,685	8,919
Fixed income securities:		
Mutual funds – REIT	525	986
Mutual funds – fixed income	<u>19,628</u>	<u>22,944</u>
	109,228	121,956
Funds measured at net asset value:		
Equity securities:		
Funds-of-funds	87,887	77,700
Collective trust funds:		
Equities	51,545	42,325
Fixed income	<u>10,092</u>	<u>9,593</u>
	<u>149,524</u>	<u>129,618</u>
Total investments at fair value	<u>\$258,752</u>	<u>\$251,574</u>

The target allocation for the System's pension plan assets as of September 30, 2020 and 2019, by asset category are as follows:

	<u>2020</u>		<u>2019</u>	
	<u>Target</u> <u>Allocation</u>	<u>Percentage</u> <u>of Plan</u> <u>Assets</u>	<u>Target</u> <u>Allocation</u>	<u>Percentage</u> <u>of Plan</u> <u>Assets</u>
Short-term investments	0-20%	0%	0-20%	2%
Equity securities	40-80%	68	40-80%	68
Fixed income securities	5-80%	12	5-80%	13
Other	0-30%	20	0-30%	17



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

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

The funds-of-funds are invested with thirteen investment managers and have various restrictions on redemptions. One manager holding amounts totaling approximately \$15 million at September 30, 2020 allows for semi-monthly redemptions, with 5 days' notice. One manager holding approximately \$7 million at September 30, 2020 allows for monthly redemptions, with 15 days' notice. Six managers holding amounts totaling approximately \$38 million at September 30, 2020 allow for quarterly redemptions, with notices ranging from 45 to 65 days. Three of the managers holding amounts of approximately \$15 million at September 30, 2020 allow for annual redemptions, with notice ranging from 60 to 90 days. Two of the managers holding amounts of approximately \$13 million at September 30, 2020 allows for redemptions on a semi-annual basis, with a notice of 60 days. The collective trust funds allow for daily or monthly redemptions, with notices ranging from 6 to 10 days. Certain funds also may include a fee estimated to be equal to the cost the fund incurs in converting investments to cash (ranging from 0.5% to 1.5%), limit the percent of the investment that can be redeemed each redemption period, or are subject to certain lock periods.

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

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

Amounts included in expense during fiscal 2020 and 2019 consist of:

	<u>2020</u>	<u>2019</u>
Components of net periodic benefit cost:		
Service cost	\$ 12,336	\$ 10,332
Interest cost	11,102	12,096
Expected return on plan assets	(20,548)	(18,076)
Amortization of prior service credit and loss	11,177	6,906
Other adjustments to benefits cost	<u>1,200</u>	<u>1,700</u>
Net periodic benefit cost	<u>\$ 15,267</u>	<u>\$ 12,958</u>



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

September 30, 2020 and 2019  
(In thousands)

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

The accumulated benefit obligations for the plan at September 30, 2020 and 2019 were \$310,208 and \$288,126, respectively.

	<u>2020</u>	<u>2019</u>
Weighted average assumptions to determine benefit obligation:		
Discount rate	3.11%	3.59%
Rate of compensation increase	2.50% for the next two years; 3.00% thereafter	2.50% for the next three years; 3.00% thereafter
Weighted average assumptions to determine net periodic benefit cost:		
Discount rate	3.59%	4.63%
Expected return on plan assets	7.75	7.75
Cash balance credit rate	5.00	5.00
Rate of compensation increase	2.50/3.00	3.00

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

The loss and prior service credit amount expected to be recognized in net periodic benefit cost in 2021 are as follows:

Actuarial loss	\$ 12,623
Prior service credit	<u>(243)</u>
	<u>\$ 12,380</u>

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

Cash contributions in subsequent years will depend on a number of factors including performance of plan assets. However, the System expects to fund \$16,000 in cash contributions to the plan for the 2021 plan year.



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

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(In thousands)

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

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

<u>Year Ended September 30</u>	<u>Pension Benefits</u>
2021	\$ 18,023
2022	17,861
2023	18,581
2024	19,090
2025	19,140
2026 – 2030	109,179

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

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

**Medicare**

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

The physician practices are reimbursed on a fee schedule basis.

**Medicaid Enhancement Tax and Disproportionate Share Payment**

Under the State of New Hampshire's (the State) tax code, the State imposes a Medicaid Enhancement Tax (MET) equal to 5.40% of net patient service revenues in State fiscal years 2020 and 2019. The amount of tax incurred by the System for 2020 and 2019 was \$22,572 and \$22,442, respectively.

In the fall of 2010, in order to remain in compliance with stated federal regulations, the State of New Hampshire adopted a new approach related to Medicaid disproportionate share funding (DSH) retroactive to July 1, 2010. Unlike the former funding method, the State's approach led to a payment that was not directly based on, and did not equate to, the level of tax imposed. As a result, the legislation created some level of losses at certain New Hampshire hospitals, while other hospitals realized gains. DSH payments from the State are recorded within revenue without donor restrictions and other support and amounted to \$18,202 in 2020 and \$19,215 in 2019, net of reserves referenced below.



**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**  
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**5. Estimated Third-Party Payor Settlements (Continued)**

The Centers for Medicare and Medicaid Services (CMS) has completed audits of the State's program and the disproportionate share payments made by the State from 2011 to 2016, the first years that those payments reflected the amount of uncompensated care provided by New Hampshire hospitals. It is possible that subsequent years will also be audited by CMS. The System has recorded reserves to address its potential exposure based on the audit results to date or any future redistributions.

**Medicaid**

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

The physician practices are reimbursed on a fee schedule basis.

**Other**

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

The accrual for estimated third-party payor settlements reflected on the accompanying consolidated balance sheets represents the estimated net amounts to be paid under reimbursement contracts with the Centers for Medicare and Medicaid Services (Medicare), the New Hampshire Department of Welfare (Medicaid) and any commercial payors with settlement provision. Settlements for the Hospital have been finalized through 2016 for Medicare and 2015 for Medicaid.

During fiscal year 2020, the System requested accelerated Medicare payments as provided for in the CARES Act, which allows for eligible health care facilities to request up to six months of advance Medicare payments for acute care hospitals or up to three months of advance Medicare payments for other health care providers. One year from the date of receipt of the advance payments (beginning April 2021) 25% of the advances will be recouped in the first eleven months. An additional 25% of the advances will be recouped in the next six months, with the entire amount repayable in 29 months. Any outstanding balance after 29 months is repayable at a 4% interest rate. During the third quarter of fiscal 2020, the System received \$57,885 from these accelerated Medicare payment requests, of which the current portion due within a year, totaling \$7,893, is recorded under the caption "accrual for estimated third-party payors" and the long-term portion, totaling \$49,992, in the caption "accrued pension and other long-term liabilities" in the accompanying consolidated balance sheet for the year ended September 30, 2020.



## CONCORD HOSPITAL, INC. AND SUBSIDIARIES

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2020 and 2019  
(In thousands)

6. Long-Term Debt and Revolving Line of Credit

Revolving Line of Credit

In November 2019, the Hospital entered into a \$10,000 revolving line of credit agreement with a bank. In June 2020, the Hospital increased the availability on the line of credit to \$40,000. Any amounts outstanding under the agreement bear interest at the per annum London Interbank Offered Rate (LIBOR) plus 1.85% (2.24% at September 30, 2020). In the event LIBOR is discontinued while the agreement remains in place, a replacement rate will be assigned, as determined by the bank. The agreement is set to expire on May 30, 2021. The line of credit is secured by substantially all business assets. No amounts were outstanding under this revolving line of credit at September 30, 2020.

Long-term debt consists of the following at September 30, 2020 and 2019:

	<u>2020</u>	<u>2019</u>
2020A note payable to a bank, due October 1, 2026, interest at 1.93% per annum, payable in monthly and annual principal payments ranging from \$2,427 to \$2,580 beginning October 2022	\$ 12,520	\$ —
2020B note payable to a bank, due October 1, 2035 (lender has the option to extend the maturity date through October 1, 2043), interest at 2.26% per annum, payable in monthly and annual principal payments ranging from \$991 to \$2,942 beginning October 2023. Final balloon payment of \$10,157 due October 1, 2035, if the maturity date is not extended by the lender	36,582	—
New Hampshire Health and Education Facilities Authority (NHHEFA) Revenue Bonds, Concord Hospital Issue, Series 2017; interest of 5.0% per year and principal payable in annual installments. Installments ranging from \$2,010 to \$5,965 beginning October 2032, including unamortized original issue premium of \$6,901 in 2020 and \$7,215 in 2019	61,111	61,425
3.38% to 5.0% NHHEFA Revenue Bonds, Concord Hospital Issue, Series 2013A; due in annual installments, including principal and interest ranging from \$1,543 to \$3,555 through 2043, including unamortized original issue premium of \$242 in 2020 and \$2,824 in 2019. Series 2013A revenue bonds totaling \$33,785 were refunded in 2020 through issuance of the 2020B note payable described below	2,867	40,469
1.71% fixed rate NHHEFA Revenue Bonds, Concord Hospital Issue, Series 2013B; due in annual installments, including principal and interest ranging from \$1,860 to \$2,038 through 2024	7,601	9,341
4.25% to 5.5% NHHEFA Revenue Bonds, Concord Hospital Issue, Series 2011; due in annual installments, including principal and interest ranging from \$2,737 to \$5,192 through 2026, including unamortized original issue premium of \$19 in 2020 and \$136 in 2019. Series 2011 revenue bonds totaling \$11,780 were refunded in 2020 through issuance of the 2020A note payable described below	2,044	18,201
	122,725	129,436
Less unamortized bond issuance costs	(984)	(1,338)
Less current portion	(5,186)	(7,385)
	<u>\$116,555</u>	<u>\$120,713</u>



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

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

In March 2020, the Hospital entered into a \$12,520 note payable agreement (2020A note) with a lender to advance refund \$11,780 of the Series 2011 NHHEFA Hospital Revenue Bonds. As a result of the advance refunding, the unamortized bond issuance costs and original issue discount related to the bonds refunded were included in loss on extinguishment of debt and totaled \$520 for the year ended September 30, 2020. As of September 30, 2020, \$11,780 of the Series 2011 advance refunded bonds, which are considered extinguished for purposes of these consolidated financial statements, remain outstanding. In conjunction with the issuance of the 2020A note, in order to further reduce debt service obligations, the Hospital, NHHEFA and the lender entered into a forward purchase agreement. Under the forward purchase agreement, the Hospital has the option to request NHHEFA to issue tax-exempt revenue bonds on or after July 3, 2021 to refinance the 2020A note.

In March 2020, the Hospital entered into a \$36,582 note payable agreement (2020B note) with a lender to advance refund the Series 2013A NHHEFA Hospital Revenue Bonds. As a result of the bond refinancing, the unamortized bond issuance costs and original issue premium related to the Series 2013A NHHEFA Hospital Revenue Bonds were included in loss on extinguishment of debt and totaled \$711 for the year ended September 30, 2020. As of September 30, 2020, \$33,785 of the Series 2013A advance refunded bonds, which are considered extinguished for purposes of these consolidated financial statements, remain outstanding. In conjunction with the issuance of the 2020B note, in order to further reduce debt service obligations, the Hospital, NHHEFA and the lender entered into a forward purchase agreement. Under the forward purchase agreement, the Hospital has the option to request NHHEFA to issue tax-exempt revenue bonds on or after July 3, 2022 to refinance the 2020B note.

In December 2017, \$62,004 (including an original issue premium of \$7,794) of NHHEFA Revenue Bonds, Concord Hospital Issue, Series 2017, were issued to pay for the construction of a new medical office building. In addition, the Series 2017 Bonds reimbursed the Hospital for capital expenditures incurred in association with the construction of a parking garage and the construction of a medical office building, as well as routine capital expenditures.

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

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



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

September 30, 2020 and 2019  
(In thousands)

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

Substantially all the property and equipment relating to the aforementioned construction and renovation projects, as well as subsequent property and equipment additions thereto, and a mortgage lien on the facility, are pledged as collateral for all outstanding long-term debt and the revolving line of credit. In addition, the gross receipts of the Hospital are also pledged as collateral for all outstanding long-term debt and the revolving line of credit. 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, 2020 and 2019.

The obligations of the Hospital under the 2020A and B notes, Series 2017, Series 2013A and B and Series 2011 Revenue Bond Indentures are not guaranteed by any of the subsidiaries or affiliated entities.

Interest paid on long-term debt amounted to \$4,888 (including capitalized interest of \$1,953) and \$5,697 (including capitalized interest of \$652) for the years ended September 30, 2020 and 2019, respectively.

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

2021	\$ 5,186
2022	5,636
2023	6,239
2024	6,298
2025	5,339
Thereafter	<u>86,865</u>
	<u>\$115,563</u>

**7. Commitments and Contingencies**

**Malpractice Loss Contingencies**

Effective February 1, 2011, the System insures its medical malpractice risks through a multiprovider captive insurance company under a claims-made insurance policy. Premiums paid are based upon actuarially determined amounts to adequately fund for expected losses. At September 30, 2020, there were no known malpractice claims outstanding for the System, which, in the opinion of management will be settled for amounts in excess of insurance coverage, nor were there any unasserted claims or incidents which require loss accruals. The System has established reserves for unpaid claim amounts for Hospital and Physician Professional Liability and General Liability reported claims and for unreported claims for incidents that have been incurred but not reported. The amounts of the reserves total \$4,081 and \$3,834 at September 30, 2020 and 2019, respectively and are reflected in the accompanying consolidated balance sheets within accrued pension and other long-term liabilities. The possibility exists, as a normal risk of doing business, that malpractice claims in excess of insurance coverage may be asserted against the System.



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

September 30, 2020 and 2019

(In thousands)

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

The captive retains and funds up to actuarial expected loss amounts, and obtains reinsurance at various attachment points for individual and aggregate claims in excess of funding in accordance with industry practices. At September 30, 2020, the System's interest in the captive represents approximately 80% of the captive. The System accounts for its investments in the captive under the equity method since control of the captive is shared equally between the participating hospitals. The System has recorded its interest in the captive's equity, totaling approximately \$5,509 and \$7,270 at September 30, 2020 and 2019, 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, 2020 and 2019, the Hospital recorded a liability of approximately \$3,000 and \$4,100, respectively, related to estimated professional liability losses. At September 30, 2020 and 2019, the Hospital also recorded a receivable of \$3,000 and \$4,100, respectively, related to estimated recoveries under insurance coverage for recoveries of the potential losses. These amounts are included in accrued pension and other long-term liabilities and other assets, respectively, on the consolidated balance sheets.

**Workers' Compensation**

The Hospital maintains workers' compensation insurance under a self-insurance plan. The plan offers, among other provisions, certain specific and aggregate stop-loss coverage to protect the Hospital against excessive losses. The Hospital has employed independent actuaries to estimate the ultimate costs, if any, of the settlement of such claims. Accrued workers' compensation losses of \$2,388 and \$2,797 at September 30, 2020 and 2019, respectively, are recorded within accounts payable and accrued expenses on the accompanying consolidated balance sheets and have been discounted at 3% (both years) and, in management's opinion, provide an adequate reserve for loss contingencies. A trustee held fund has been established as a reserve under the plan. Assets held in trust totaled \$2,974 and \$3,140 at September 30, 2020 and 2019, respectively, and is included in assets whose use is limited or restricted in the accompanying consolidated balance sheets.

**Litigation**

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

**Health Insurance**

The System has a self-funded health insurance plan. The plan is administered by an insurance company which assists in determining the current funding requirements of participants under the terms of the plan and the liability for claims and assessments that would be payable at any given point in time. The System recognizes revenue for services provided to employees of the System during the year. The System is insured above a stop-loss amount of \$440 on individual claims. Estimated unpaid claims, and those claims incurred but not reported at September 30, 2020 and 2019, have been recorded as a liability of \$5,709 and \$4,391, respectively, and are reflected in the accompanying consolidated balance sheets within accounts payable and accrued expenses.



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

September 30, 2020 and 2019  
(In thousands)

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

**Operating Leases**

The System has various operating leases relative to its office and offsite locations. Future annual minimum lease payments under noncancellable lease agreements as of September 30, 2020 are as follows:

Year Ending September 30:

2021	\$ 6,437
2022	6,119
2023	5,990
2024	5,273
2025	3,758
Thereafter	<u>9,651</u>
	<u>\$37,228</u>

Rent expense was \$7,125 and \$7,392 for the years ended September 30, 2020 and 2019, respectively.

**8. Net Assets With Donor Restrictions**

Net assets with donor restrictions are available for the following purposes at September 30:

	<u>2020</u>	<u>2019</u>
Purpose restriction:		
Health education and program services	\$ 14,997	\$ 14,734
Capital acquisitions	1,870	1,764
Indigent care	126	133
Pledges receivable with stipulated purpose and/or time restrictions	<u>283</u>	<u>223</u>
	17,276	16,854
Perpetual in nature:		
Health education and program services	18,744	18,319
Capital acquisitions	803	803
Indigent care	1,811	1,811
Annuities to be held in perpetuity	<u>260</u>	<u>275</u>
	21,618	21,208
Total net assets with donor restrictions	<u>\$38,894</u>	<u>\$38,062</u>



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

September 30, 2020 and 2019  
(In thousands)

**9. Patient Service Revenue**

An estimated breakdown of patient service revenues for the Hospital by major payor sources is as follows for the years ended September 30:

	<u>2020</u>	<u>2019</u>
Private payor (includes coinsurance and deductibles)	\$270,386	\$288,321
Medicare	158,386	166,737
Medicaid	18,646	21,602
Self-pay	<u>6,176</u>	<u>6,876</u>
	<u>\$453,594</u>	<u>\$483,536</u>

**10. Functional Expenses**

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

	<u>Health Services</u>	<u>General and Administrative</u>	<u>Fund- raising</u>	<u>Total</u>
<u>2020</u>				
Salaries and wages	\$203,587	\$41,594	\$ 500	\$245,681
Employee benefits	56,622	11,568	139	68,329
Supplies and other	96,353	13,346	84	109,783
Purchased services	21,062	13,753	128	34,943
Professional fees	7,722	—	—	7,722
Depreciation and amortization	16,363	7,735	257	24,355
Medicaid enhancement tax	22,572	—	—	22,572
Interest	<u>1,756</u>	<u>812</u>	<u>27</u>	<u>2,595</u>
	<u>\$426,037</u>	<u>\$88,808</u>	<u>\$1,135</u>	<u>\$515,980</u>
<u>2019</u>				
Salaries and wages	\$208,279	\$41,607	\$ 473	\$250,359
Employee benefits	51,485	10,285	117	61,887
Supplies and other	91,029	14,912	154	106,095
Purchased services	24,362	8,369	134	32,865
Professional fees	7,675	6	—	7,681
Depreciation and amortization	17,459	8,415	276	26,150
Medicaid enhancement tax	22,442	—	—	22,442
Interest	<u>3,173</u>	<u>1,506</u>	<u>50</u>	<u>4,729</u>
	<u>\$425,904</u>	<u>\$85,100</u>	<u>\$1,204</u>	<u>\$512,208</u>



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

September 30, 2020 and 2019  
(In thousands)

**10. Functional Expenses (Continued)**

The consolidated financial statements report certain expense categories that are attributable to more than one healthcare service or support function. Therefore, these expenses require an allocation on a reasonable basis that is consistently applied. Costs not directly attributable to a function, such as depreciation and interest, are allocated to a function based on square footage. Supporting activities that are not directly identifiable with one or more healthcare programs are classified as general and administrative. If it is impossible or impractical to make a direct identification, allocation of the expenses were made according to management's estimates. Employee benefits are allocated in accordance with the ratio of salaries and wages of the functional classes. Specifically identifiable costs are assigned to the function which they are identified to.

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

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

	<u>2020</u>	<u>2019</u>
Government sponsored healthcare	\$31,319	\$29,683
Community health services	1,582	2,190
Health professions education	2,304	2,874
Subsidized health services	44,867	42,431
Research	81	84
Financial contributions	829	552
Community building activities	—	40
Community benefit operations	72	70
Charity care costs (see Note 1)	<u>3,445</u>	<u>4,696</u>
	<u>\$84,499</u>	<u>\$82,620</u>

The Hospital incurred estimated costs for services to Medicare patients in excess of the payment from this program of \$71,877 and \$57,580 in 2020 and 2019, respectively.



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

September 30, 2020 and 2019

(In thousands)

**12. Concentration of Credit Risk**

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

	<u>2020</u>	<u>2019</u>
Patients	10%	12%
Medicare	37	32
Anthem Blue Cross	15	14
Cigna	4	3
Medicaid	9	11
Commercial	23	25
Workers' compensation	<u>2</u>	<u>3</u>
	<u>100%</u>	<u>100%</u>

**13. Volunteer Services (Unaudited)**

Total volunteer service hours received by the Hospital were approximately 16,290 in 2020 and 24,200 in 2019. 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.



## CONCORD HOSPITAL, INC. AND SUBSIDIARIES

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2020 and 2019

(In thousands)

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

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

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

In determining the appropriate levels, the System performs a detailed analysis of the assets and liabilities. There have been no changes in the methodologies used at September 30, 2020 and 2019. In accordance with ASU 2015-07, certain investments that are measured using the net value per share practical expedient have not been classified in the fair value hierarchy.

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

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
<u>2020</u>				
Cash and cash equivalents	\$ 80,137	\$ –	\$ –	\$ 80,137
Fixed income securities	30,415	–	–	30,415
Marketable equity and other securities	101,639	–	–	101,639
Inflation-protected securities and other	13,682	–	–	13,682
Trust funds administered by others	<u>–</u>	<u>–</u>	<u>10,965</u>	<u>10,965</u>
	<u>\$225,873</u>	<u>\$ –</u>	<u>\$10,965</u>	236,838
Funds measured at net asset value:				
Marketable equity and other securities				<u>188,376</u>
				<u>\$425,214</u>
<u>2019</u>				
Cash and cash equivalents	\$ 47,488	\$ –	\$ –	\$ 47,488
Fixed income securities	41,310	–	–	41,310
Marketable equity and other securities	96,319	–	–	96,319
Inflation-protected securities and other	12,413	–	–	12,413
Trust funds administered by others	<u>–</u>	<u>–</u>	<u>10,903</u>	<u>10,903</u>
	<u>\$197,530</u>	<u>\$ –</u>	<u>\$10,903</u>	208,433
Funds measured at net asset value:				
Marketable equity and other securities				<u>175,251</u>
				<u>\$383,684</u>



## CONCORD HOSPITAL, INC. AND SUBSIDIARIES

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2020 and 2019

(In thousands)

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

In addition, for the years ended September 30, 2020 and 2019, there are certain investments totaling \$3,042 and \$2,009, respectively, which are appropriately being carried at cost.

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

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

A reconciliation of the fair value measurements using significant unobservable inputs (Level 3) is as follows for 2020 and 2019:

	<u>Trust Funds Administered by Others</u>
Balance at September 30, 2018	\$ 11,051
Net realized and unrealized losses	<u>(148)</u>
Balance at September 30, 2019	10,903
Net realized and unrealized gains	<u>62</u>
Balance at September 30, 2020	<u>\$ 10,965</u>

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

	<u>Fair Value</u>	<u>Unfunded Commit- ments</u>	<u>Redemption Frequency</u>	<u>Redemption Notice Period</u>
September 30, 2020:				
Funds-of-funds	\$ 17,543	\$ —	Semi-monthly	5 days
Funds-of-funds	9,468	—	Monthly	15 days
Funds-of-funds	48,190	—	Quarterly	45 – 65 days**
Funds-of-funds	23,631	—	Annual	60 - 90 days
Funds-of-funds	9,631	—	Semi-annual	60 days*
Funds-of-funds	9,717	20,156	Illiquid	N/A
Collective trust funds	15,326	—	Daily	10 days
Collective trust funds	4,980	—	Weekly	10 days
Collective trust funds	49,890	—	Monthly	6 – 10 days



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

September 30, 2020 and 2019  
(In thousands)

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

	<u>Fair Value</u>	<u>Unfunded Commit- ments</u>	<u>Redemption Frequency</u>	<u>Redemption Notice Period</u>
September 30, 2019:				
Funds-of-funds	\$ 15,855	\$ —	Semi-monthly	5 days
Funds-of-funds	10,123	—	Monthly	15 days
Funds-of-funds	57,755	—	Quarterly	45 – 65 days
Funds-of-funds	14,807	—	Annual	60 - 90 days
Funds-of-funds	8,912	—	Semi-annual	60 days*
Funds-of-funds	4,979	15,283	Illiquid	N/A
Collective trust funds	14,569	—	Daily	10 days
Collective trust funds	48,251	—	Monthly	6 – 10 days

\* Limited to 25% of the investment balance at each redemption.

\*\* One investment has a one-year lock period and redemption of one investment is limited to 12.5% of the investment balance at each redemption.

**Investment Strategies**

**Fixed Income Securities**

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

**Marketable Equity and Other Securities**

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

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



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

September 30, 2020 and 2019  
(In thousands)

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

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

The Hospital has committed to invest up to \$28,683 with various investment managers, and had funded \$8,527 of that commitment as of September 30, 2020. As these investments are made, the Hospital reallocates resources from its current investments resulting in an asset allocation shift within the investment pool.

**Inflation-Protected Securities**

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

**Fair Value of Other Financial Instruments**

Other financial instruments consist of accounts and pledges receivable, accounts payable and accrued expenses, estimated third-party payor settlements, and long-term debt and notes payable. The fair value of all financial instruments other than long-term debt and notes payable approximates their relative book values as these financial instruments have short-term maturities or are recorded at amounts that approximate fair value. The fair value of the System's long-term debt and notes payable is estimated using discounted cash flow analyses, based on the System's current incremental borrowing rates for similar types of borrowing arrangements. The carrying value and fair value of the System's long-term debt and notes payable amounted to \$122,725 and \$135,943, respectively, at September 30, 2020, and \$129,436 and \$148,672, respectively, at September 30, 2019.

**15. Financial Assets and Liquidity Resources**

Financial assets and liquidity resources available within one year for general expenditure, such as operating expenses, scheduled principal payments on debt, and capital construction costs, consisted of the following at September 30, 2020:

Cash and cash equivalents	\$ 29,342
Short-term investments	73,907
Accounts receivable	66,175
Funds held by trustee for workers' compensation reserves, self-insurance escrows and construction costs	<u>18,000</u>
	<b><u>\$187,424</u></b>



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

September 30, 2020 and 2019  
(In thousands)

**15. Financial Assets and Liquidity Resources**

To manage liquidity, the System maintains sufficient cash and cash equivalent balances to support daily operations throughout the year. Cash and cash equivalents and short-term investments include bank deposits, money market funds, and other similar vehicles that generate a return on cash and provide daily liquidity to the System. In addition, the System has board-designated assets without donor restrictions that can be utilized at the discretion of management to help fund both operational needs and/or capital projects. As of September 30, 2020, the balance of liquid investments in board-designated assets was \$287,980.



CONCORD HOSPITAL  
BOARD OF TRUSTEES  
2021

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**Treasurer** (not Member of the Board):  
Scott W. Sloane

7/2021



**LISA K. MADDEN, MSW, LICSW**

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## **PROFESSIONAL EXPERIENCE**

***Riverbend Community Mental Health Center, Inc., Concord, NH, 5/2020 – present***  
***President and Chief Executive Officer***

***Concord Hospital, Concord, NH, 5/2020 – present***  
***Vice President of Behavioral Health***

Chief executive for a full service community mental health center serving the greater Concord community. This position is responsible for the oversight of all clinical, financial, human resource, community advocacy and fundraising operations. Riverbend is a member of the Capital Region Health Care system and the President & CEO sits on the Board of Directors. This Vice President of Behavioral Health at Concord Hospital is a member of the senior leadership team. This position works collaboratively with medical and administrative leadership to advance services for those dealing with mental illness and addiction issues. This position is responsible for the oversight of all professional psychiatric services in the facility. The VP works closely with the nursing leadership to manage the inpatient psychiatric treatment services as well.

***Southern New Hampshire Health, Nashua, NH, 7/15 – 5/2020***  
***Associate Vice President of Behavioral Health***

***Executive Director of Region 3 Integrated Delivery Network***

Responsible for the oversight of all behavioral health services within Southern New Hampshire Health system, this includes services at Southern New Hampshire Medical Center (SNHMC) and Foundation Medical Partners (FMP). In addition, serve as the Executive Director of the 1115 DSRIP Integrated Delivery Network (ION) for the Greater Nashua region. Duties for both positions include:

- Member of the Executive Leadership Team for both SNHMC and FMP.
- Oversee the program development, implementation and clinical services in the following departments:
  - o Emergency Department
  - o Partial Hospital Program (PHP)
  - o Intensive Outpatient Program for Substance Use Disorders (IOP)
  - o 18 bed inpatient behavioral health unit (BHU)
  - o Foundation Counseling and Wellness -outpatient clinical services
  - o Foundation Collaborative Care- outpatient psychiatric evaluation and medication management
  - o Center for Recovery Management - medication for addiction treatment (MAT)
  - o Integrated Behavioral Health in Primary Care Practices
- Responsible for the fiscal management of the above.
- Work closely with medical providers, practice managers and staff to address the needs of people living with mental illness and addictions. Addressing issues related to stigma and supporting their efforts to treat everyone with dignity and respect.
- Represent SNHH in community forums including:
  - o New Hampshire Hospital Association Behavioral Health Peer Group



- o New Hampshire Hospital Association Behavioral Health Learning Collaborative
  - o Mayor's Suicide Prevention Task Force
- Seek funding for programs from various foundations and organizations.
- Participate in quality reviews and discussions with private insurance companies and state managed care organizations. Discussions include incentive options and program development opportunities for their members.
- Work closely with DHHS leadership to advance clinical treatment options in the community.
- Responsible for the implementation of the 1115 DSRIP waiver in Greater Nashua
  - o SNHMC is the fiscal agent for the demonstration.
  - o Work closely with 30 community partners to achieve the goals of the waiver.
  - o Member of the Workforce Development Policy Subcommittee, focus on legislative opportunities that will assist with addressing the workforce shortage in NH.
  - o Participate in extensive governance process that assures transparency in the distribution of funds to community partners.
  - o Assure the special terms and conditions established by the state are implemented.

***Center for Life Management, Derry, NH***

***Vice President and Chief Operating Officer, 6/05 - 6/15***

Responsible for the oversight of efficient operations of outpatient clinical systems of care in accordance with all federal and state requirements.

- Oversee all clinical services for the Community Mental Health Center for Region 10 in New Hampshire. Services include various therapeutic interventions, targeted case management, supported housing, wellness services, integrated care and community support services.
- Increased revenue by over 100% and increased staff by 41%. Responsible for the management of approximately 200 employees under operations.
- Established and maintain clinical service goals and incentive pay for performance system within a financially self-sustaining model of care.
- Provide leadership for extensive program development. Responsible for the implementation and expansion of new or existing programs in response to community needs.
- Responsible for monitoring clinical and administrative costs and revenue generation as well as the submission of the annual program budgets to the President and CEO.
- Collaborate with the Vice President of Quality and Compliance to determine the training needs for clinical and administrative staff.
- Assist the President and CEO in developing short and long range strategic plan including program expansions, business development, facilities and capital usage and/or improvements.
- Responsible for the establishment and maintenance of an integrated care model which allows for seamless access to services within the agency, coordination of services with area healthcare providers, as well as provision of behavioral healthcare consultation services at the physicians offices.
- Assisted in the process of consolidating three sites into one new facility in July 2007. Primary responsibility for the expansion of services in Salem in September 2014.
- Worked closely with the COO of a local hospital to develop and expand a long term contract to provide emergency evaluation services at the hospital and to assist



with disposition to appropriate level of care.

- Worked extensively with Senior Management to prepare for Medicaid Care Management in New Hampshire. Part of the team that established the first in the state per member per month contract with the MCO's inclusive of incentive metrics.

***Lisa K Madden, LICSW, LLC***

***Consultant, 6/04 - 6/05***

Independent contractor providing consultation services to a community counseling center and a specialized foster care organization.

***Interim Clinic Director, 8/04 - 5/05***

***Wayside Youth and Family Support, Framingham, MA***

Responsible for the turnaround management of a large community counseling center in Framingham. Accomplishments include:

- Reorganized clinical team, supervisory structure and support staff functions
- Implemented necessary performance improvement plans
- Hired staff with significantly increased productivity expectations
- Assisted in the implementation of a new Performance Management and Billing System
- Worked diligently to foster a positive work environment through extensive verbal and written communication; staff involvement in decisions when appropriate; providing direct feedback when necessary; and by providing support. The goal was to foster a positive and cooperative "culture" in the clinic.
- Assisted senior management with budget development.

***Clinical Supervisor, 7/04 - 6/05***

***The Mentor Network, Lawrence MA***

- Provide clinical supervision to MSW's seeking independent licensure.
- Provide training and consultation to the staff on such topics as diagnostic evaluations, treatment plans and case presentations.
- Provide group support and trauma debriefing after a critical incident.

***The Massachusetts Society for the Prevention of Cruelty to Children (MSPCC)***

***The Family Counseling Center***

***Northeast Regional Clinic Director, Lawrence, MA 12/99 - 9/03***

Responsible for turnaround management of the clinics in the Northeast Region of MSPCC, specifically the cities of Lawrence, Lynn and Lowell. The clinics had been struggling with staff recruitment and retention, reduced revenue, poor management of contracts, as well as significant problems in the medical records department. Responsibilities included budget development, implementation and accountability. Accomplishments include:

- Grew clinical team from 15 to 32 clinicians in three years.
- Developed Multi-Cultural Treatment Team.
- Increased annual third party revenue by 70%; increased annual contract revenue by 65%.
- Contracts with the Department of Social Services; the Department of Mental Health in conjunction with the Professional Parent Advocacy League; the Department of Education and the Community Partnerships for Children and HeadStart.
- Organized a successful site visit for re-licensure from the Department of Public Health (DPH) as well as the Council on Accreditation (COA).
- Reorganized Medical Records to meet DPH and COA standards; reorganize claims support resulting in increased revenue received for services rendered and significantly reduced write-offs.
- Participated on the HIPAA Task force-assisted in the development and implementation of the federally mandated Health Information Portability and Accountability Act policies and procedures for MSPCC.



***Clinic Director, Hyannis, MA 9/95-12/99***

Responsible for the turnaround management of a regional clinic serving children and families on Cape Cod. The clinic had experienced over 70% turnover, significant reduction in revenue, and a series of very negative stories in the local media because of the agency's response to the implementation of managed care. Responsible for marketing and public relations; redevelopment of a high quality clinical treatment team; as well as, increasing revenue and program development. Accomplishments include:

- Grew clinical team from 12 to 37 in three years.
- Streamlined intake procedures to increase access to services and reduce wait times.
- Increased annual third party revenue by 80%.
- Developed consultative relationships with two of Cape Cod's most well respected children's services providers.
- Developed first private/public partnership between MSPCC and a private practice to increase the availability of specialty clinical services.
- Developed internship program for Master's level clinician candidates.

***North Essex Community Mental Health Center, (NECMHC, Inc.),  
Newburyport/Haverhill, MA***

***Employee Assistance Professional, Clinical Social Worker, 9/93-7/95***

***NECMHC, Inc., Newburyport/Haverhill, MA***

***Clinical Social Worker - Intern, 5/93-9/93***

***Worcester Children's Friend Society, Worcester, MA***

***Clinical Social Worker - Intern, 9/92-4/93***

***The Jernberg Corporation, Worcester, MA***

***EAP Case Management Supervisor, 4/90-4/93***

***EAP Case Manager, 2/89-4/90***

***The Carol Schmidt Diagnostic Center and Emergency Shelter, YOU, Inc., Worcester,  
MA, 10/85-2/89***

***Clinical Counselor I & II***

**EDUCATION**

University of Connecticut, School of Social Work, West Hartford, CT  
Masters in Social Work, Casework/Administration, August 1993

Clark University, Worcester, MA

Bachelor of Arts, Government/Human Services, May 1985

**PROFESSIONAL LICENSE**

Licensed Independent Clinical Social Worker, MA # 1026094

**TEACHING and PUBLICATION**

Mental Health Management, New England College, Graduate School  
Summer 2007

Madden, Lisa K., 2009. Targeted Case Management Implementation at the Center for Life Management, Compliance Watch, volume 2, issue 3, p. 8-10.

***References available upon request***



**Monica L. Percu Edgar**

**Education/Professional Certificates**

**1994 - 1998**

**Masters in Psychiatric Nursing - Rivier College, Nashua, NH.**

**Focus of practicum sites:**

**Hospital Consultation - Dartmouth Hitchcock Medical Center, Lebanon NH**

**Assessment and Individual/Group therapy with co-occurring-**

**Substance Use Services (SUS), Concord Hospital, Concord, NH.**

**Psychiatric Assessment/ Psychopharmacotherapy - Concord Psychiatric Association, Concord, NH.**

**1985 - 1987**

**B. S. in Nursing, Castleton State College, Castleton, VT.**

**1981 - 1984**

**A. D. in Nursing, Castleton State College, Castleton, VT**

**Certified Adult Psychiatric and Mental Health Clinical Specialist, American Nurse Credentialing Co**

**Drug Enforcement Administration (DEA) License with X waiver**

**Licensed Advanced Practice Registered Nurse, New Hampshire**

**Licensed Registered Nurse, New Hampshire**

**Master Licensed Alcohol and Drug Counselor**

**Professional Experience**

**2010 to Present**

**Director, Concord Hospital Substance Use Services; Provide both Administrative and Clinical responsibilities.**

**2017 to Present**

**Medication Assisted Therapy (MAT) Provider, Riverbend Community Mental Health Ctr. Choices, Provide assessment and MAT for substance use disorders.**

**1998 to 2012**

**Psychiatric Nurse Practitioner, Riverbend Counseling Associates, Concord, NH.**

**Psychiatric evaluation and psychopharmacotherapy.**

**1999 to 2010**

**Psychiatric Nurse Practitioner, Substance Use Services, Concord Hospital, Concord, NH.**

**Co-occurring diagnosis evaluations, psychopharmacotherapy, facilitator of individual and group therapy, provide insurance utilization review, implementation of evidence based practices, consultation for colleagues, and patient advocacy.**

**1996 to 1998**

**Care Manager for Psychiatric Partial Hospitalization Program and Outpatient Electro-convulsive Therapy (ECT) program, Concord Hospital, Concord, NH.**

**Developed and implemented outpatient ECT program, and provided case management services.**



1995-1998

Staff Nurse for Fresh Start, Concord Hospital, Concord, NH.  
Substance use disorders assessment, case management, and facilitator of psycho-educational groups in the intensive outpatient program (IOP).

1991-1996

Staff Nurse, Adult Adult Psychiatric Unit, Concord Hospital, Concord, NH.  
Psychiatric nursing assessment and treatment, planned and implemented therapeutic group, Clinical II RN, Evening Senior Resource Person (RP), and coordinated unit staffing schedule.

1990 to 1991

Medical-Surgical Staff Nurse, Medical-Surgical Unit, Copley Hospital, Montpelier, VT.  
Provided medical-surgical nursing care to all ages.

1989 to 1990

Charge Nurse, Long-term Geriatric Facility, McKerley Health Care Center, Lebanon, NH.  
Supervised and provided geriatric nursing care.

1985 to 1989

Charge Nurse, Chemical Dependency Rehabilitation, Seaside Point Hospital, Seaside, NH.  
Assessment and treatment of adult substance use disorder withdrawal management.

#### **Honors and Professional Memberships**

Member of NH Governor's Commission, Treatment and Recovery Task Force

2009 Addiction Health Services Research Award, Center Substance Abuse Treatment (CSAT)

2008 New England Addiction Leadership Institute, New Hampshire Representative

Member of American Society of Addiction Medicine

Member, New Hampshire Nurse Practitioners Association

Member, New Hampshire Alcohol and Drug Association

Member, Sigma Theta Tau, National Honor Society, Graduate Level

Seminars and in-service trainings throughout career



## RESUME

### ROBERT P. STEIGMEYER

#### Career History:

1/2014 – Present	Capital Region Health Care and Concord Hospital Concord, NH	President and CEO
2012 – 12/2013	Geisinger Community Medical Center Scranton, PA	CEO
2010 – 2012	Community Medical Center Healthcare System Scranton, PA	President and CEO
2005 – 2010	Northwest Hospital & Medical Center Seattle, WA	Senior Vice President- Operations & Finance
1993 – 2005	ECG Management Consultants Seattle, WA	Principal/Shareholder Senior Manager Manager
1989 – 1993	Ernst & Young St. Louis, MO	Manager Senior Consultant Consultant

#### Educational Background:

1989	Master of Health Administration Master of Business Administration St. Louis University
1985	Bachelor of Arts Wabash College



**CONTRACTOR NAME**

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Lisa K. Madden	VP, Behavioral Health		0%	0
Monica Edgar	Director, Substance Use Services		0%	0
Robert Steigmeyer	President & CEO		0%	0





Lori A. Shiblinette  
Commissioner

Katja S. Fox  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES

*DIVISION FOR BEHAVIORAL HEALTH*

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

January 19, 2021

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division for Behavioral Health, to **Retroactively** amend existing **Sole Source** contracts with the vendors listed in **bold** below to continue a statewide system of Doorways that provide access to substance use disorder treatment and recovery services and supports, by exercising renewal options by increasing the total price limitation by \$6,898,532 from \$27,125,987 to \$34,024,519 and by extending the completion dates from September 29, 2020 to September 29, 2021 effective retroactive to September 29, 2020 upon Governor and Council approval. 97.28% Federal and 2.72% Other Funds.

The individual contracts were approved by Governor and Council as specified in the table below.

Vendor Name	Vendor Code	Area Served	Current Amount	Increase/ (Decrease)	New Amount	G&C Approval
<b>Androscoggin Valley Hospital, Inc., Berlin, NH</b>	<b>177220-B002</b>	Berlin	\$1,670,051	\$279,466	\$1,949,517	O: 10/31/18 Item #17A A1: 8/28/19 (Item #10) A2: 6/24/20 (Item #31)
<b>Concord Hospital, Inc., Concord, NH</b>	<b>177653-B003</b>	Concord	\$2,272,793	\$416,001	\$2,688,794	O: 10/31/18 Item #17A A1: 8/28/19 (Item #10) A2: 6/24/20 (Item #31)
<b>Granite Pathways, Concord, NH</b>	<b>228900-B001</b>	Concord	\$6,895,879	\$0	\$6,895,879	O: 10/31/18 (Item #17A) A1: 9/18/19 (Item #20)
<b>Littleton Regional Hospital, Littleton, NH</b>	<b>177162-B011</b>	Littleton	\$1,713,805	\$446,884	\$2,160,689	O: 10/31/18 (Item #17A) A1: 9/18/19 (Item #20) A2: 6/24/20 (Item #31)



LRGHealthcare, Laconia, NH	177161 -B006	Laconia	\$1,987,673	\$329,403	\$2,317,076	O: 10/31/18 (Item #17A) A1: 9/18/19, (Item #20) A2: 6/24/20 (Item #31)
Mary Hitchcock Memorial Hospital, Lebanon, NH	177651 -B001	Lebanon	\$4,349,314	\$0	\$4,349,314	O: 10/31/18 Item #17A A1: 11/14/19 (Item #11) A2: 9/18/19, (Item #20) A3: 6/24/20 (Item #31)
The Cheshire Medical Center, Keene, NH	155405 -B001	Keene	\$1,947,690	\$1,116,050	\$3,063,740	O: 10/31/18 (Item #17A) A1: 9/18/19, (Item #20) A2: 6/24/20 (Item #31)
Wentworth- Douglass, Hospital, Dover, NH	177187 -B001	Dover	\$2,769,452	\$1,339,947	\$4,109,399	O: 10/31/18 (Item #17A) A1: 9/18/19, (Item #20) A2: 6/24/20 (Item #31)
Catholic Medical Center, Manchester, NH	177240 -B003	Greater Manchester	\$1,948,342	\$2,970,781	\$4,919,123	O: 3/11/20 (Item #9A)
Southern New Hampshire Health System, Inc., Nashua, NH	177321 -R004	Greater Nashua	\$1,570,988	\$0	\$1,570,988	O: 3/11/20 (Item #9A)
		Total	\$27,125,987	\$6,898,532	\$34,024,519	

Funds are available in the following accounts for State Fiscal Year 2021, and are anticipated to be available in State Fiscal Years 2022, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

#### EXPLANATION

This request is **Retroactive** because sufficient funds in State Fiscal Year 2021 were not available in the operating budget considering the grant amount awarded, and due to delay by the Substance Abuse and Mental Health Services Administration in approving New Hampshire's requests for continued State Opioid Response Grant funding the efforts to add the state appropriations were deferred. This request is **Sole Source** because the contracts were originally approved as sole source and MOP 150 requires any subsequent amendments to be labelled as sole source.



The purpose of this request is to continue providing services through the Doorways by utilizing unexpended funds from the first round of State Opioid Response funding, adding funding from the second round of State Opioid Response, and adding funding to address the needs of individuals with substance use disorders not covered under State Opioid Response.

Approximately 2,000 individuals will be served from September 30, 2020 to September 29, 2021.

The contractors will continue providing a network of Doorways to ensure every resident in New Hampshire has access to substance use disorder treatment and recovery services in person during typical business hours. Additionally, telephonic services for screening, assessment, and evaluations for substance use disorders are available through the Doorways 24 hours, seven (7) days a week, to ensure no one in New Hampshire has to travel more than 60 minutes to access services.

The Doorways' services provide resources to strengthen existing prevention, treatment, and recovery programs; ensure access to critical services to decrease the number of opioid-related deaths in New Hampshire; and promote engagement in the recovery process. Individuals with substance use disorders other than opioids or stimulants are also being seen and referred to the appropriate services by the Doorways.

The Department will monitor contracted services using the following methods:

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

As referenced in Exhibit C-1, Revisions to Standard Contract Language, Paragraph 3. Renewals, or Exhibit A, Revisions to Standard Contract Provisions, Subsection 1 – Revisions to Form P-37, General Provisions, in the case of Catholic Medical Center and Southern New Hampshire Health System, Inc., of the original contracts the parties have the option to extend the agreements for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for one (1) of the two (2) years available.

Should the Governor and Council not authorize this request, individuals seeking treatment for opioid use disorder may experience difficulty navigating a complex system; may not receive the supports and clinical services they need; and may experience delays in receiving care that negatively impact recovery and increase the risk of relapse.

Areas served: Statewide.

Source of Funds: CFDA #93.788, FAIN #H79TI081685 and H79TI083326.

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

Respectfully submitted,



Lori A. Weaver  
Deputy Commissioner



DEPARTMENT OF HEALTH AND HUMAN SERVICES  
COMMUNITY MENTAL HEALTH CENTER CONTRACT AMENDMENTS  
SFY 2016 FINANCIAL DETAIL

05-95-92-920510-70400000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF HHS: BEHAVIORAL HEALTH DIV OF BUREAU OF DRUG & ALCOHOL SERVICES, STATE OPIOID RESPONSE GRANT 100% Federal Funds CFOA #93.788 FAIN H79T081885 and H79T083326

Androscoogin Valley

Vendor # 177220

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	\$ 619,850.00	\$ (355,600.00)	\$ 234,250.00
2020	102/500731	Contracts for Program Services	92057040	\$ 848,918.00	\$ (195,933.00)	\$ 652,985.00
2021	102/500731	Contracts for Program Services	92057040	\$ 201,283.00	\$ -	\$ 201,283.00
2021	102/500731	Contracts for Program Services	92057047	\$ -	\$ 181,000.00	\$ 181,000.00
2021	102/500731	Contracts for Program Services	92057048	\$ -	\$ 436,666.00	\$ 436,666.00
2022	102/500731	Contracts for Program Services	92057048	\$ -	\$ 218,333.00	\$ 218,333.00
		Sub Total		\$ 1,670,051.00	\$ 254,466.00	\$ 1,924,517.00

Concord

Vendor # 177653

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	\$ 710,746.00	\$ (447,973.00)	\$ 262,773.00
2020	102/500731	Contracts for Program Services	92057040	\$ 1,325,131.00	\$ -	\$ 1,325,131.00
2021	102/500731	Contracts for Program Services	92057040	\$ 236,916.00	\$ -	\$ 236,916.00
2021	102/500731	Contracts for Program Services	92057047	\$ -	\$ 166,000.00	\$ 166,000.00
2021	102/500731	Contracts for Program Services	92057048	\$ -	\$ 400,000.00	\$ 400,000.00
2022	102/500731	Contracts for Program Services	92057048	\$ -	\$ 200,000.00	\$ 200,000.00
		Sub Total		\$ 2,272,793.00	\$ 318,027.00	\$ 2,590,820.00

Cheshire

Vendor # 155405

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	\$ 615,100.00	\$ (3,813.00)	\$ 611,287.00
2020	102/500731	Contracts for Program Services	92057040	\$ 1,127,557.00	\$ -	\$ 1,127,557.00
2021	102/500731	Contracts for Program Services	92057040	\$ 205,033.00	\$ -	\$ 205,033.00
2021	102/500731	Contracts for Program Services	92057047	\$ -	\$ 229,925.00	\$ 229,925.00
2021	102/500731	Contracts for Program Services	92057048	\$ -	\$ 532,304.00	\$ 532,304.00
2022	102/500731	Contracts for Program Services	92057048	\$ -	\$ 266,152.00	\$ 266,152.00
		Sub Total		\$ 1,947,690.00	\$ 1,024,568.00	\$ 2,972,258.00



DEPARTMENT OF HEALTH AND HUMAN SERVICES  
COMMUNITY MENTAL HEALTH CENTER CONTRACT AMENDMENTS  
SFY 2018 FINANCIAL DETAIL

Granite Pathways Manchester

Vendor #228900

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	\$ 1,331,471.00	\$ -	\$ 1,331,471.00
2020	102/500731	Contracts for Program Services	92057040	\$ 2,349,699.00	\$ -	\$ 2,349,699.00
2021	102/500731	Contracts for Program Services	92057040	\$ -	\$ -	\$ -
2021	102/500731	Contracts for Program Services	92057040	\$ -	\$ -	\$ -
2021	102/500731	Contracts for Program Services	92057040	\$ -	\$ -	\$ -
2022	102/500731	Contracts for Program Services	92057048	\$ -	\$ -	\$ -
		Sub Total		\$ 3,681,170.00	\$ -	\$ 3,681,170.00

Granite Pathways Nashua

Vendor # 228900

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	\$ 1,348,973.00	\$ -	\$ 1,348,973.00
2020	102/500731	Contracts for Program Services	92057040	\$ 1,865,736.00	\$ -	\$ 1,865,736.00
2021	102/500731	Contracts for Program Services	92057040	\$ -	\$ -	\$ -
2021	102/500731	Contracts for Program Services	92057040	\$ -	\$ -	\$ -
2021	102/500731	Contracts for Program Services	92057040	\$ -	\$ -	\$ -
2022	102/500731	Contracts for Program Services	92057048	\$ -	\$ -	\$ -
		Sub Total		\$ 3,214,709.00	\$ -	\$ 3,214,709.00

Littleton Regional

Vendor # 177162

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	\$ 627,250.00	\$ (388,115.00)	\$ 239,135.00
2020	102/500731	Contracts for Program Services	92057040	\$ 882,805.00	\$ -	\$ 882,805.00
2021	102/500731	Contracts for Program Services	92057040	\$ 203,750.00	\$ -	\$ 203,750.00
2021	102/500731	Contracts for Program Services	92057047	\$ -	\$ 175,000.00	\$ 175,000.00
2021	102/500731	Contracts for Program Services	92057048	\$ -	\$ 423,333.00	\$ 423,333.00
2022	102/500731	Contracts for Program Services	92057048	\$ -	\$ 211,666.00	\$ 211,666.00
		Sub Total		\$ 1,713,805.00	\$ 421,884.00	\$ 2,135,689.00

LRGHealthcare

Vendor # 177161

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	\$ 615,000.00	\$ (115,000.00)	\$ 500,000.00
2020	102/500731	Contracts for Program Services	92057040	\$ 1,167,673.00	\$ (525,559.00)	\$ 642,114.00
2021	102/500731	Contracts for Program Services	92057040	\$ 205,000.00	\$ -	\$ 205,000.00
2021	102/500731	Contracts for Program Services	92057047	\$ -	\$ 178,000.00	\$ 178,000.00
2021	102/500731	Contracts for Program Services	92057048	\$ -	\$ 430,000.00	\$ 430,000.00
2022	102/500731	Contracts for Program Services	92057048	\$ -	\$ 215,000.00	\$ 215,000.00
		Sub Total		\$ 1,987,673.00	\$ 182,441.00	\$ 2,170,114.00



DEPARTMENT OF HEALTH AND HUMAN SERVICES  
COMMUNITY MENTAL HEALTH CENTER CONTRACT AMENDMENTS  
SFY 2016 FINANCIAL DETAIL

Mary Hitchcock

Vendor # 177160

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	\$ 1,390,247.00		\$ 1,390,247.00
2020	102/500731	Contracts for Program Services	92057040	\$ 2,575,109.00		\$ 2,575,109.00
2021	102/500731	Contracts for Program Services	92057040	\$ 383,958.00		\$ 383,958.00
2021	102/500731	Contracts for Program Services	92057047	\$ -		\$ -
2021	102/500731	Contracts for Program Services	92057048	\$ -		\$ -
2022	102/500731	Contracts for Program Services	92057048	\$ -		\$ -
		Sub Total		\$ 4,349,314.00	\$ -	\$ 4,349,314.00

Wentworth Douglass

Vendor # 177187

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	\$ 722,025.00	\$ (184,962.00)	\$ 537,063.00
2020	102/500731	Contracts for Program Services	92057040	\$ 1,806,752.00		\$ 1,806,752.00
2021	102/500731	Contracts for Program Services	92057040	\$ 240,675.00		\$ 240,675.00
2021	102/500731	Contracts for Program Services	92057047		\$ 299,000.00	\$ 299,000.00
2021	102/500731	Contracts for Program Services	92057048		\$ 691,360.00	\$ 691,360.00
2022	102/500731	Contracts for Program Services	92057048		\$ 345,680.00	\$ 345,680.00
		Sub Total		\$ 2,769,452.00	\$ 1,151,078.00	\$ 3,920,530.00

Catholic Medical Center

Vendor # 177240

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	\$ -	\$ -	\$ -
2020	102/500731	Contracts for Program Services	92057040	\$ 1,223,728.00	\$ (878,709.00)	\$ 345,019.00
2021	102/500731	Contracts for Program Services	92057040	\$ 724,614.00		\$ 724,614.00
2021	102/500731	Contracts for Program Services	92057047	\$ -	\$ 802,501.00	\$ 802,501.00
2021	102/500731	Contracts for Program Services	92057048	\$ -	\$ 1,846,000.00	\$ 1,846,000.00
2022	102/500731	Contracts for Program Services	92057048	\$ -	\$ 923,000.00	\$ 923,000.00
		Sub Total		\$ 1,948,342.00	\$ 2,692,792.00	\$ 4,641,134.00

Southern New Hampshire Health Systems, Inc.

Vendor # 177321

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	\$ -		\$ -
2020	102/500731	Contracts for Program Services	92057040	\$ 1,048,716.00		\$ 1,048,716.00
2021	102/500731	Contracts for Program Services	92057040	\$ 522,272.00		\$ 522,272.00
2021	102/500731	Contracts for Program Services	92057047	\$ -		\$ -
2021	102/500731	Contracts for Program Services	92057048	\$ -		\$ -
2022	102/500731	Contracts for Program Services	92057048	\$ -		\$ -
		Sub Total		\$ 1,570,988.00	\$ -	\$ 1,570,988.00
		Total SOR		\$ 27,125,887.00	\$ 6,045,256.00	\$ 33,171,143.00



DEPARTMENT OF HEALTH AND HUMAN SERVICES  
COMMUNITY MENTAL HEALTH CENTER CONTRACT AMENDMENTS  
SFY 2016 FINANCIAL DETAIL

05-85-92-920510-33820000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)

Vendor # 177220

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2021	102/500731	Contracts for Program Services	92058501	\$ -	\$ 18,750.00	\$ 18,750.00
2022	102/500731	Contracts for Program Services	92058501	\$ -	\$ 6,250.00	\$ 6,250.00
		Sub Total		\$ -	\$ 25,000.00	\$ 25,000.00

Vendor # 177853

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2021	102/500731	Contracts for Program Services	92058501	\$ -	\$ 73,481.00	\$ 73,481.00
2022	102/500731	Contracts for Program Services	92058501	\$ -	\$ 24,493.00	\$ 24,493.00
		Sub Total		\$ -	\$ 97,974.00	\$ 97,974.00

Vendor # 155405

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2021	102/500731	Contracts for Program Services	92058501	\$ -	\$ 68,612.00	\$ 68,612.00
2022	102/500731	Contracts for Program Services	92058501	\$ -	\$ 22,870.00	\$ 22,870.00
		Sub Total		\$ -	\$ 91,482.00	\$ 91,482.00

Vendor # 177162

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2021	102/500731	Contracts for Program Services	92058501	\$ -	\$ 18,750.00	\$ 18,750.00
2022	102/500731	Contracts for Program Services	92058501	\$ -	\$ 6,250.00	\$ 6,250.00
		Sub Total		\$ -	\$ 25,000.00	\$ 25,000.00

Vendor # 177181

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2021	102/500731	Contracts for Program Services	92058501	\$ -	\$ 110,222.00	\$ 110,222.00
2022	102/500731	Contracts for Program Services	92058501	\$ -	\$ 36,740.00	\$ 36,740.00
		Sub Total		\$ -	\$ 146,962.00	\$ 146,962.00

Vendor # 177180

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2021	102/500731	Contracts for Program Services	92058501	\$ -	\$ -	\$ -
2022	102/500731	Contracts for Program Services	92058501	\$ -	\$ -	\$ -
		Sub Total		\$ -	\$ -	\$ -

Vendor # 177187

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2021	102/500731	Contracts for Program Services	92058501	\$ -	\$ 141,652.00	\$ 141,652.00
2022	102/500731	Contracts for Program Services	92058501	\$ -	\$ 47,217.00	\$ 47,217.00
		Sub Total		\$ -	\$ 188,869.00	\$ 188,869.00



DEPARTMENT OF HEALTH AND HUMAN SERVICES  
COMMUNITY MENTAL HEALTH CENTER CONTRACT AMENDMENTS  
SFY 2016 FINANCIAL DETAIL

Catholic Medical Center

Vendor # 177240

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2021	102/500731	Contracts for Program Services	92058501	\$ -	\$ 208,492.00	\$ 208,492.00
2022	102/500731	Contracts for Program Services	92058501	\$ -	\$ 69,497.00	\$ 69,497.00
		Sub Total		\$ -	\$ 277,989.00	\$ 277,989.00

Southern New Hampshire Health Systems, Inc.

Vendor # 177321

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2021	102/500731	Contracts for Program Services	92058501	\$ -	\$ -	\$ -
2022	102/500731	Contracts for Program Services	92058501	\$ -	\$ -	\$ -
		Sub Total		\$ -	\$ -	\$ -
		Total Gov Commitment		\$ -	\$ 853,276.00	\$ 853,276.00
		Total All		\$ 27,123,987.00	\$ 6,898,532.00	\$ 34,024,519.00





**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**

**State of New Hampshire  
Department of Health and Human Services  
Amendment #3 to the Access and Delivery Hub for Opioid Use Disorder Services Contract**

This 3<sup>rd</sup> Amendment to the Access and Delivery Hub for Opioid Use Disorder Services contract (hereinafter referred to as "Amendment #3") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Concord Hospital, Inc., (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 250 Pleasant Street, Concord, NH 03301.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on October 31, 2018 (Item #17A), as amended on August 28, 2019, (Item #10), and on June 24, 2020, (Item #31) the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Paragraph 3. Renewal, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:  
September 29, 2021.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$2,688,794.
3. Modify Exhibit A Amendment #2, Scope of Services, by replacing in its entirety with Exhibit A Amendment #3, Scope of Services, in order to update all references to current funding sources and related requirements, which is attached hereto and incorporated by reference herein.
4. Modify Exhibit B Amendment #2, Methods and Conditions Precedent to Payment, by replacing in its entirety with Exhibit B Amendment #4, Methods and Conditions Precedent to Payment, in order to bring payment terms into compliance with current Department of Administrative Services Manual of Procedures standards, which is attached hereto and incorporated by reference herein.
5. Modify Exhibit B-1, Budget by reducing the total budget amount by \$447,973, which is identified as unspent funding of which \$166,000 is being carried forward to fund the activities in this Agreement for SFY 21 (September 30, 2020 through December 31, 2020) of which specified in Exhibit B-4 Amendment #3 NCE; and of which \$281,973 is being carried forward to fund the activities in this Agreement for SFY 21 (January 1, 2021 through June 30, 2021) as specified, in part, in Exhibit B-6 Amendment #3 SOR II.
6. Add Exhibit B-4 Amendment #3 NCE, which is attached hereto and incorporated by reference herein.
7. Add Exhibit B-5 Amendment #3 GovComm, which is attached hereto and incorporated by reference herein.
8. Add Exhibit B-6 Amendment #3 SOR II, which is attached hereto and incorporated by reference herein.
9. Add Exhibit B-7 Amendment #3 GovComm, which is attached hereto and incorporated by

Concord Hospital, Inc.

Amendment #3

Contractor Initials

RPS





**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**

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reference herein.

10. Add Exhibit B-8 Amendment #3 SOR II, which is attached hereto and incorporated by reference herein.





**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**

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All terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #3 remain in full force and effect. This amendment shall be effective retroactive to September 29, 2020, upon Governor and Executive Council approval.

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

State of New Hampshire  
Department of Health and Human Services

12/29/2020

Date

DocuSigned by:

*Katja Fox*

CO0000001C93440

Name: Katja Fox

Title: Director

Concord Hospital, Inc.

12/28/2020

Date

DocuSigned by:

*Robert P. Steigmeyer*

800608FF8EAB436

Name: Robert P. Steigmeyer

Title: President & CEO





**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**

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

**OFFICE OF THE ATTORNEY GENERAL**

12/30/2020

Date

DocuSigned by:  
A handwritten signature in black ink, appearing to read "Catherine Pinos".

D9CA9202E32C4AE...

Name: Catherine Pinos

Title: Attorney

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

**OFFICE OF THE SECRETARY OF STATE**

Date

Name:

Title:



**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**



**EXHIBIT A – Amendment #3**

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**Scope of Services**

**1. Provisions Applicable to All Services**

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. All Exhibits B Amendment #3 through K are attached hereto and incorporated by reference herein.

**2. Statement of Work**

- 2.1. The Contractor shall develop, implement and operationalize a regional Access and Delivery Hub for Opioid Use Disorder (from herein referred to as the "Doorway") for substance use disorder (SUD) treatment and recovery support service access in accordance with the terms and conditions approved by Substance Abuse and Mental Health Services Administration (SAMHSA) for the State Opioid Response (SOR) grant.
- 2.2. The Contractor shall provide residents in the Concord Region with access to referrals to SUD treatment and recovery support services and other health and social services.
- 2.3. The Contractor shall participate in technical assistance, guidance, and oversight activities, as directed by the Department, for continued development and enhancement of Doorway services.
- 2.4. The Contractor shall collaborate with the Department to assess capacity and resource needs, as evidenced by a feasibility and sustainability plan, to provide services either directly, or indirectly through a professional services agreement approved by the Department, that include, but are not limited to:
  - 2.4.1. Care coordination to support evidence-based medication assisted treatment (MAT) induction services consistent with the principles of the Medication First model.
  - 2.4.2. Coordination of outpatient and inpatient SUD services, in accordance with the American Society of Addiction Medicine (ASAM).
  - 2.4.3. Coordination of services and support outside of Doorway operating hours specified in Paragraph 3.1.1., while awaiting intake with the Doorway.



New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services



**EXHIBIT A – Amendment #3**

- 2.4.4. Expanding provisions for Core Doorway services to additional eligible SOR populations, as defined in Paragraph 4.2.1.
- 2.5. The Contractor shall collaborate with the Department, throughout the contract period, to identify gaps in financial and staffing resources required in Section 5. Staffing.
- 2.6. The Contractor shall ensure formalized coordination with 2-1-1 NH and other agencies and community-based programs that make up the components of the Doorway System to ensure services and supports are available to individuals after Doorway operating hours. The Contractor shall ensure coordination includes, but is not limited to:
- 2.6.1. Establishing a Qualified Services Arrangement (QSA) or Memorandum of Understanding (MOU) for after-hour services and supports, which includes but are not limited to:
- 2.6.1.1. A process that ensures a client's preferred Doorway receives information on the client, outcomes, and events for continued follow-up.
- 2.6.1.2. A process for sharing information about each client to allow for prompt follow-up care and supports, in accordance with applicable state and federal requirements, that includes but is not limited to:
- 2.6.1.2.1. Any locations to which the client was referred for respite care or housing.
- 2.6.1.2.2. Other services offered or provided to the client.
- 2.6.2. Collaborating with the Department to:
- 2.6.2.1. Implement a centralized closed loop referral system, utilizing the technology solution procured by the Department in order to improve care coordination and client outcomes.
- 2.6.2.2. Develop a plan no later than December 2020 identifying timelines and requirements for implementing the closed loop referral system.
- 2.6.3. Enabling the sharing of information and resources, which include, but are not limited to:
- 2.6.3.1. Patient demographics.
- 2.6.3.2. Referrals made, accepted, and outstanding.
- 2.6.3.3. Services rendered.



**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**



**EXHIBIT A – Amendment #3**

- 2.6.3.4. Identification of resource providers involved in each client's care.
- 2.7. The Contractor, with the assistance of the Department, shall establish formalized agreements to enroll and contract with:
- 2.7.1. Medicaid Managed Care Organizations (MCO) to coordinate case management efforts on behalf of the client.
  - 2.7.2. Private insurance carriers to coordinate case management efforts on behalf of the client.
- 2.8. The Contractor shall create policies relative to obtaining patient consent for disclosure of protected health information, as required by state administrative rules and federal and state laws, for agreements reached with MCOs and private insurance carriers as outlined in Subsection 2.7.
- 2.9. The Contractor shall develop a Department-approved conflict of interest policy related to Doorway services and referrals to SUD treatment and recovery supports and services programs funded outside of this contract that maintains the integrity of the referral process and client choice in determining placement in care.
- 2.10. The Contractor shall participate in regularly scheduled learning and educational sessions with other Doorways that are hosted, and/or recommended, by the Department.
- 2.11. The Contractor shall convene or participate in regional community partner meetings to provide information and receive feedback regarding the Doorway services. The Contractor shall:
- 2.11.1. Ensure regional community partners include, but are not limited to:
    - 2.11.1.1. Municipal leaders.
    - 2.11.1.2. Regional Public Health Networks.
    - 2.11.1.3. Continuum of Care Facilitators.
    - 2.11.1.4. Health care providers.
    - 2.11.1.5. Social services providers.
    - 2.11.1.6. Other stakeholders, as appropriate.
  - 2.11.2. Ensure meeting agendas include, but are not limited to:
    - 2.11.2.1. Receiving input on successes of services.



**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**



**EXHIBIT A – Amendment #3**

- 2.11.2.2. Sharing challenges experienced since the last regional community partner meeting.
- 2.11.2.3. Sharing methods and actions that can be taken to improve transitions and process flows.
- 2.11.3. Provide meeting minutes to partners and the Department no later than ten (10) days following each community partners meetings.
- 2.12. The Contractor shall inform the Department of the regional goals to be included in the future development of needs assessments the Contractor and its regional partners have during the contract period, including, but not limited to, goals pertaining to:
  - 2.12.1. Naloxone use.
  - 2.12.2. Enhanced coverage and services to enable reduced Emergency Room use.
  - 2.12.3. Reducing overdose related fatalities.

**3. Scope of Work for Doorway Activities**

- 3.1. The Contractor shall ensure that, unless an alternative schedule for the Doorway to meet the needs of the community is proposed and approved by the Department, the Doorway provides, in one (1) location, at a minimum:
  - 3.1.1. Hours of operation that includes:
    - 3.1.1.1. 8:00 am to 5:00 pm Monday through Friday.
    - 3.1.1.2. Expanded hours as agreed to by the Department.
  - 3.1.2. A physical location for clients to receive face-to-face services, ensuring any request for a change in location is submitted to the Department no later than thirty (30) days prior to the requested move for Department approval.
  - 3.1.3. Telehealth services consistent with guidelines set forth by the Department.
  - 3.1.4. Telephonic services for calls referred to the Doorway by 2-1-1 NH.
  - 3.1.5. Initial intake and screening to assess an individual's potential need for Doorway services.
  - 3.1.6. Crisis intervention and stabilization counseling services provided by a licensed clinician for any individual in an acute Opioid Use Disorder (OUD)-related crisis who requires immediate non-emergency intervention. If the individual is calling rather than physically presenting at the Doorway, the Contractor shall ensure services include, but are not limited to:



New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services



**EXHIBIT A – Amendment #3**

- 3.1.6.1. Directing callers to dial 911 if a client is in imminent danger or there is an emergency.
- 3.1.6.2. If the client is unable or unwilling to call 911, the Doorway shall immediately contact emergency or mobile crisis services.
- 3.1.7. Clinical evaluations that include:
  - 3.1.7.1. Evaluations of all ASAM Criteria (ASAM, October 2013), domains.
  - 3.1.7.2. A level of care recommendation based on ASAM Criteria (October 2013).
  - 3.1.7.3. Identification of client strengths and resources that can be used to support treatment and recovery.
- 3.1.8. Development of a clinical service plan in collaboration with the client based on the clinical evaluation referenced in Subsection 3.1.8. The Contractor shall ensure the clinical service plan includes, but is not limited to:
  - 3.1.8.1. Determination of an initial ASAM level of care.
  - 3.1.8.2. Identification of any needs the client may have relative to supportive services including, but not limited to:
    - 3.1.8.2.1. Physical health needs.
    - 3.1.8.2.2. Mental health and other behavioral health needs.
    - 3.1.8.2.3. Peer recovery support services needs.
    - 3.1.8.2.4. Social services needs.
    - 3.1.8.2.5. Criminal justice needs that include Corrections, Drug Court, and Division for Children, Youth, and Families (DCYF) matters.
  - 3.1.8.3. A plan for addressing all areas of need identified in Paragraph 3.1.8. by determining goals that are patient-centered, specific, measurable, attainable, realistic, and timely (SMART goals).
  - 3.1.8.4. Plans for referrals to external providers to offer interim services, when the level of care identified in Paragraph 3.1.8. is not available to the client within forty-eight (48) hours of service plan development, which are defined as:
    - 3.1.8.4.1. A minimum of one (1) sixty (60) minute individual or group outpatient session per week; and/or



New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services



**EXHIBIT A – Amendment #3**

- 3.1.8.4.2. Recovery support services, as needed by the client; and/or
- 3.1.8.4.3. Daily calls to the client to assess and respond to any emergent needs; and/or
- 3.1.8.4.4. Respite shelter while awaiting treatment and recovery services.
- 3.1.9. A staff person, which can be a licensed clinician, Certified Recovery Support Worker (CRSW), or other non-clinical support staff, capable of assisting specialty populations with accessing services that may have additional entry points to services or specific eligibility criteria. Specialty populations include, but are not limited to:
  - 3.1.9.1. Veterans and service members.
  - 3.1.9.2. Pregnant, postpartum, and parenting women.
  - 3.1.9.3. DCYF involved families.
  - 3.1.9.4. Individuals at-risk of or with HIV/AIDS.
  - 3.1.9.5. Adolescents.
- 3.1.10. Facilitated referrals to SUD treatment and recovery support and other health and social services, which shall include, but not be limited to:
  - 3.1.10.1. Developing and implementing adequate consent policies and procedures for client-level data sharing and shared care planning with external providers, in accordance with HIPAA and 42 CFR Part 2.
  - 3.1.10.2. Determining referrals based on the service plan developed in Paragraph 3.1.8.
  - 3.1.10.3. Assisting clients with obtaining services with the provider agency, as appropriate.
  - 3.1.10.4. Contacting the provider agency on behalf of the client, as appropriate.
  - 3.1.10.5. Assisting clients with meeting the financial requirements for accessing services including, but not limited to:
    - 3.1.10.5.1. Identifying sources of financial assistance for accessing services and supports.



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Access and Delivery Hub for Opioid Use Disorder Services



**EXHIBIT A – Amendment #3**

3.1.10.5.2. Providing assistance with accessing financial assistance including, but not limited to:

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

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

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

3.1.10.5.3. When no other payer is available, assisting clients with accessing services by maintaining a flexible needs fund specific to the Doorway region that supports clients who meet the eligibility criteria for assistance under a Department-approved Flexible Needs Fund Policy with their financial needs, which may include, but are not limited to:

3.1.10.5.3.1. Transportation for eligible clients to and from recovery-related medical appointments, treatment programs, and other locations;

3.1.10.5.3.2. Childcare to permit an eligible client who is a parent or caregiver to attend recovery-related medical appointments, treatment programs, and other appointments;

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

3.1.10.5.3.4. Provision of light snacks not to exceed three dollars (\$3.00) per eligible client;

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



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Access and Delivery Hub for Opioid Use Disorder Services



**EXHIBIT A – Amendment #3**

3.1.10.5.3.6. Other uses preapproved in writing by the Department.

3.1.10.5.4. Assisting individuals in need of respite shelter resources while awaiting treatment and recovery services using available resources consistent with the Department's guidance. The Contractor shall:

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

3.1.10.5.4.1.1. A Doorway client;

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

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

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

3.1.11.1. Ongoing assessment of the clinical evaluation in Paragraph 3.1.8. for individuals to ensure the appropriate levels of care and supports identified are appropriate and revising the levels of care based on response to receiving interim services and supports.

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

3.1.11.3. Supporting clients with meeting the admission, entrance, and intake requirements of the provider agency.

3.1.11.4. Ongoing follow-up and support of clients engaged in services in collaboration or consultation with the client's external service



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**EXHIBIT A – Amendment #3**

provider(s) until a discharge Government Performance and Results Act (GPRA) interview is completed. The Contractor shall ensure follow-up and support includes, but is not limited to:

3.1.11.4.1. Attempting to contact each client at a minimum, once per week until the discharge GPRA interview is completed, according to the following guidelines:

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

3.1.11.4.1.2. If the attempt in Unit 3.1.12.4.1. is not successful, attempt a second contact, as necessary, by telephone, in person or by an alternative method approved by the Department at such a time when the client would normally be available no sooner than two (2) business days and no later than three (3) business days after the first attempt.

3.1.11.4.1.3. If the attempt in Subunit 3.1.12.4.1.2. is not successful, attempt a third contact, as necessary, by telephone, in person or by an alternative method approved by the Department at such a time when the client would normally be available, no sooner than two (2) business days and no later than three (3) business days after the second attempt.

3.1.11.4.1.4. Documenting all efforts of contact in a manner approved by the Department.

3.1.11.5. When the follow-up in Subparagraph 3.1.12.4. results in a determination that the individual is at risk of self-harm, the Contractor shall proceed in alignment with best practices for the prevention of suicide.



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**EXHIBIT A – Amendment #3**

- 3.1.11.6. When possible, client contact and outreach shall be conducted in coordination and consultation with the client's external service provider to ensure continuous communication and collaboration between the Doorway and service provider.
- 3.1.11.7. Each successful contact shall include, but not be limited to:
  - 3.1.11.7.1.1. Inquiring on the status of each client's recovery and experience with their external service provider.
  - 3.1.11.7.1.2. Identifying client needs.
  - 3.1.11.7.1.3. Assisting the client with addressing needs, as identified in Part 3.1.11.5.3.
  - 3.1.11.7.1.4. Providing early intervention to clients who have relapsed or whose recovery is at risk.
- 3.1.11.8. Collecting and documenting attempts to collect client-level data at multiple intervals including, but not limited to ensuring the GPRA Interview tool is completed and entered into the SAMHSA's Performance Accountability and Reporting System (SPARS), at a minimum:
  - 3.1.11.8.1. At intake or no later than seven (7) calendar days after the GPRA interview is conducted.
  - 3.1.11.8.2. Six (6) months post intake into Doorway services.
  - 3.1.11.8.3. Upon discharge from the initially referred service.
- 3.1.11.9. Documenting any loss of contact in the SPARS system using the appropriate process and protocols as defined by SAMHSA through technical assistance provided under the SOR grant.
- 3.1.11.10. Ensuring contingency management strategies are utilized to increase client engagement in follow-up GPRA interviews, which may include, but are not limited to gift cards provided to clients for follow-up participation at each follow-up interview, which shall not exceed thirty dollars (\$30) in value, ensuring payments are not used to incentivize participation in treatment.
- 3.1.11.11. Assisting individuals who are unable to secure financial resources, with enrollment in public or private insurance programs including but not limited to New Hampshire Medicaid, Medicare,



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and or waiver programs within fourteen (14) calendar days after intake.

- 3.1.11.12. Providing Naloxone purchase, distribution, information, and training to individuals and organizations who meet the eligibility criteria for receiving kits under the Department's Naloxone Distribution Policy.
- 3.2. The Contractor shall obtain consent forms from all clients served, either in-person, telehealth or other electronic means, to ensure compliance with all applicable state and federal confidentiality laws.
- 3.3. The Contractor shall provide services in accordance with:
  - 3.3.1. The twelve (12) Core Functions of the Alcohol and Other Drug Counselor.
  - 3.3.2. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice.
  - 3.3.3. The four (4) recovery domains, as described by the International Credentialing and Reciprocity Consortium.
  - 3.3.4. TIP 27: Comprehensive Case Management for Substance Abuse Treatment.
- 3.4. The Contractor shall have policies and procedures that allow them to accept referrals and evaluations from SUD treatment and other service providers that include the utilization of the closed loop referral system procured by the Department.
- 3.5. The Contractor shall provide information to all individuals seeking services on how to file a grievance in the event of dissatisfaction with services provided. The Contractor shall ensure each individual seeking services receives information on:
  - 3.5.1. The steps to filing an informal complaint with the Contractor, including the specific contact person to whom the complaint should be sent.
  - 3.5.2. The steps to filing an official grievance with the Contractor and the Department with specific instructions on where and to whom the official grievance should be addressed.
- 3.6. The Contractor shall provide written policies and the formalized agreements to the Department for review and approval within twenty (20) business days of the contract effective date and thereafter when new agreements are entered into, policies are adopted, or when information is requested by the Department that include, but not limited to:
  - 3.6.1. Privacy notices and consent forms.
  - 3.6.2. Conflict of interest and financial assistance documentation.



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- 3.6.3. Shelter vouchers.
- 3.6.4. Referrals and evaluation from other providers.
- 3.6.5. Complaints.
- 3.6.6. Grievances.
- 3.6.7. Formalized agreements with community partners and other agencies that include, but are not limited to:
  - 3.6.7.1. 2-1-1 NH.
  - 3.6.7.2. Other Doorway partners.
  - 3.6.7.3. Providers and supports available after normal Doorway operating hours.

**4. Subcontracting for the Doorways**

- 4.1. The Doorway shall submit all subcontracts the Doorway proposes to enter into for services funded through this contract to the Department for approval prior to execution.
- 4.2. The Doorway may subcontract, with prior approval of the Department, for support and assistance in providing core Doorway services, which include:
  - 4.2.1. Screening;
  - 4.2.2. Assessment;
  - 4.2.3. Evaluation;
  - 4.2.4. Referral;
  - 4.2.5. Continuous case management;
  - 4.2.6. GPRA data completion; and
  - 4.2.7. Naloxone distribution.
- 4.3. The Doorway shall at all times be responsible for continuous oversight of, and compliance with, all Core Doorway services and shall be the single point of contact with the Department for those Core services.
- 4.4. Any subcontract for support and assistance in providing Core Doorway services shall ensure that the patient experience is consistent across the continuum of Core Doorway services and the subcontracted entities and personnel are at all times acting, in name and in fact, as agents of the Doorway. The Doorway shall consolidate Core Doorway services, to the greatest extent practicable, in a single location.



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- 4.5. The Doorway may collaborate with the Department to identify and obtain the services of an agent to handle the fiscal and administrative processes for payment of flexible needs funds, ensuring all uses of flexible needs funds are approved by the Doorway, in accordance with approved policies.

**5. Staffing**

- 5.1. The Contractor shall ensure staff during regular hours of operation includes, at a minimum:
- 5.1.1. One (1) clinician with the ability to provide clinical evaluations for ASAM level of care placement, in-person or telephonically.
  - 5.1.2. One (1) CRSW with the ability to fulfill recovery support and care coordination functions.
  - 5.1.3. One (1) staff person, who can be a licensed clinician, CRSW, or other non-clinical support staff, capable of aiding specialty populations as outlined in Paragraph 3.1.7.
- 5.2. The Contractor shall ensure sufficient staffing levels appropriate for the services provided and the number of clients served based on available staffing and the budget established for the Doorway.
- 5.3. The Contractor may provide alternative staffing, either temporary or long-term, for Department approval, thirty (30) calendar days before making the change to staffing.
- 5.4. The Contractor shall ensure all unlicensed staff providing treatment, education or recovery support services are directly supervised by a licensed supervisor.
- 5.5. The Contractor shall ensure no licensed supervisor supervises more than twelve (12) unlicensed staff unless the Department has approved an alternative supervision plan.
- 5.6. The Contractor shall ensure peer clinical supervision is provided for all clinicians including, but not limited to:
- 5.6.1. Weekly discussion of cases with suggestions for resources or alternative approaches.
  - 5.6.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision.
- 5.7. The Contractor shall ensure staff meet all training requirements, which may be satisfied through existing licensure requirements and/or Department-approved alternative training curriculums or certifications and include, but are not limited to:
- 5.7.1. For all clinical staff:



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- 5.7.1.1. Suicide prevention and early warning signs.
- 5.7.1.2. The 12 Core Functions of the Alcohol and Other Drug Counselor.
- 5.7.1.3. The standards of practice and ethical conduct, with particular emphasis given to the individual's role and appropriate responsibilities, professional boundaries, and power dynamics.
- 5.7.1.4. An approved course on the twelve (12) core functions and The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice within twelve (12) months of hire.
- 5.7.1.5. A Department-approved ethics course within twelve (12) months of hire.
- 5.7.2. For recovery support staff and other non-clinical staff working directly with clients:
  - 5.7.2.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee.
  - 5.7.2.2. The standards of practice and ethical conduct, with particular emphasis given to the individual's role and appropriate responsibilities, professional boundaries, and power dynamics, and confidentiality safeguards in accordance with HIPAA and 42 CFR Part 2, and state rules and laws.
  - 5.7.2.3. The four (4) recovery domains as described by the International Credentialing and Reciprocity Consortium
  - 5.7.2.4. An approved ethics course within twelve (12) months of hire.
- 5.7.3. Ensuring all recovery support staff and clinical staff receive annual continuous education regarding SUD.
- 5.7.4. Providing in-service training to all staff involved in client care within fifteen (15) business days of the contract effective date, or the staff person's start date, on the following:
  - 5.7.4.1. The contract requirements.
  - 5.7.4.2. All other relevant policies and procedures provided by the Department.
- 5.8. The Contractor shall provide staff, subcontractors, or end users as defined in Exhibit K with periodic training in practices and procedures to ensure compliance with information



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security, privacy or confidentiality in accordance with state administrative rules and state and federal laws.

**5.9. The Contractor shall notify the Department in writing:**

5.9.1. Within one (1) week of hire of a new administrator, coordinator or any staff person essential to meeting the terms and conditions of this contract.

5.9.2. Within seven (7) calendar days when there is not sufficient staffing to perform all required services for more than one (1) month.

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

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

**6. Records.**

**6.1. The Contractor shall maintain the following records, to be provided to the Department upon request:**

6.1.1. Books, records, documents and other electronic or physical data evident of all expenses incurred, and all income received by the Contractor related to Exhibit A, Scope of Services.

6.1.2. All records shall be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all costs and expenses, and are acceptable to the Department, 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.

6.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, 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.

6.1.4. Medical records on each patient/recipient of services.



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**7. Health Insurance Portability and Accountability Act and Confidentiality:**

- 7.1. The Contractor is a covered entity as defined under the Health Insurance Portability and Accountability Act (HIPAA), 45 CFR 160, 162 and 164, and shall comply with all confidentiality requirements and safeguards set forth in state and federal law and rules. The Contractor is also a SUD provider as defined under 42 CFR Part 2 and shall safeguard confidential information as required. The Contractor shall ensure compliance with all consent and notice requirements prohibiting the redisclosure of confidential information in accordance with 42 CFR Part 2.
- 7.2. All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the disclosure of any protected health information shall be in accordance with the regulatory provisions of HIPAA, 42 CFR Part 2, and applicable state and federal laws and rules. Further, the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, their attorney or guardian. Notwithstanding anything to the contrary contained herein, the covenants and conditions contained in this Section 7. of Exhibit A, Scope of Services shall survive the termination of the Contract for any reason whatsoever.

**8. Reporting Requirements.**

- 8.1. The Contractor shall comply with all aspects of the Department of Health and Human Services Bureau of Quality Assurance and Improvement Sentinel Event Reporting and Review Policy PO.1003 (referred to as PO. 1003), effective April 24, 2019, and any subsequent versions and/or amendments.
- 8.2. The Contractor shall report to the Department of Health and Human Services Bureau of Drug and Alcohol Services within twenty-four (24) hours and follow up with written documentation submitted to the Bureau of Quality Assurance and Improvement within seventy-two (72) hours, as specified in PO.1003, any sentinel event that occurs with any individual who is receiving services under this contract. This does not replace the responsibility of the Contractor's responsibility to notify the appropriate authority if the Contractor suspects a crime has occurred.



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- 8.3. The Contractor shall provide any information requested by the Department as follow up to a sentinel event report, or to complete a sentinel event review, with or without involvement in a requested sentinel event review.
- 8.4. The Contractor shall submit monthly activity reports on templates provided by the Department with data elements that include, but may not be limited to:
  - 8.4.1. Call counts.
  - 8.4.2. Counts of clients seen, separately identifying new clients and clients who revisit the Doorway after being administratively discharged.
  - 8.4.3. Reason types.
  - 8.4.4. Count of clinical evaluations.
  - 8.4.5. Count of referrals made and type.
  - 8.4.6. Naloxone distribution.
  - 8.4.7. Referral statuses.
  - 8.4.8. Recovery monitoring contacts.
  - 8.4.9. Service wait times, flex fund utilization.
  - 8.4.10. Respite shelter utilization.
- 8.5. The Contractor shall submit reports on naloxone kits distributed, utilizing a template provided by the Department.
- 8.6. The Contractor shall report on required data points specific to this SOR grant as identified by SAMHSA over the grant period.
- 8.7. The Contractor shall be required to prepare and submit ad hoc data reports, respond to periodic surveys, and other data collection requests as deemed necessary by the Department or SAMHSA.

**9. Performance Measures**

- 9.1. The Department seeks to actively and regularly collaborate with providers to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- 9.2. The Department may collect other key data and metrics from Contractor(s), including client-level demographic, performance, and service data.
- 9.3. The Department may identify expectations for active and regular collaboration, including key performance measures, in the resulting contract. Where applicable, Contractor(s)



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must collect and share data with the Department in a format specified by the Department.

**10. Contract Management**

- 10.1. The Contractor shall participate in periodic meetings with the Department to review the operational status of the Doorway, for the duration of the contract.
- 10.2. The Contractor shall participate in operational site reviews on a schedule provided by the Department. All contract deliverables, programs, and activities shall be subject to review during this time. The Contractor shall:
  - 10.2.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements.
  - 10.2.2. Ensure the Department is provided with access that includes but is not limited to:
    - 10.2.2.1. Data.
    - 10.2.2.2. Financial records.
    - 10.2.2.3. Scheduled access to Contractor work sites, locations, work spaces and associated facilities.
    - 10.2.2.4. Unannounced access to Contractor work sites, locations, work spaces and associated facilities.
    - 10.2.2.5. Scheduled access to Contractor principals and staff.
- 10.3. The Contractor shall provide a Doorway information sheet and work plan regarding the Doorway's operations to the Department, annually, for review in the format prescribed by the Department.

**11. SOR Grant Standards**

- 11.1. The Contractor shall provide the Department with a budget narrative within thirty (30) days of the contract effective date.
- 11.2. The Contractor shall meet with the Department within sixty (60) days of the contract effective date to review the proposed plan for contract implementation.
- 11.3. The Contractor and/or referred providers shall ensure that only Food and Drug Administration approved MAT for OUD is utilized.
- 11.4. The Contractor and referred providers shall only provide medical withdrawal management services to any individual supported by SOR Grant Funds if the withdrawal



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management service is accompanied by the use of injectable extended-release naltrexone, as clinically appropriate.

- 11.5. The Contractor and referred providers shall ensure that all uses of flexible needs funds and respite shelter funds are in compliance with the Department and SAMHSA requirements, which includes, but is not limited to ensuring recovery housing facilities utilized by clients are certified based on national standards aligned with the National Alliance for Recovery Residences standards and registered with the State of New Hampshire, Bureau of Drug and Alcohol Services in accordance with current NH Administrative Rules.
- 11.6. The Contractor and referred providers shall ensure staff who are trained in Presumptive Eligibility for Medicaid are available to assist clients with enrolling in public or private health insurance.
- 11.7. The Contractor and referred providers shall accept clients on MAT and facilitate access to MAT on-site or through referral for all clients supported with SOR Grant funds, as clinically appropriate.
- 11.8. The Contractor and referred providers shall coordinate with the NH Ryan White HIV/AIDS program for clients identified as at risk of, or with, HIV/AIDS.
- 11.9. The Contractor and referred providers shall ensure that all clients are regularly screened for tobacco use, treatment needs and referral to the QuitLine as part of treatment planning.
- 11.10. The Contractor shall collaborate with the Department to ensure compliance with all appropriate Department, State of NH, SAMHSA, and other Federal terms, conditions, and requirements.
- 11.11. The Contractor shall attest the understanding that SOR grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. The Contractor agrees that:
  - 11.11.1. Treatment in this context includes the treatment of opioid use disorder (OUD).
  - 11.11.2. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders.
  - 11.11.3. This marijuana restriction applies to all subcontracts and MOUs that receive SOR funding.
  - 11.11.4. Attestations will be provided to the Contractor by the Department.



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- 11.11.5. The Contractor shall complete and submit all attestations to the Department within thirty (30) days of contract approval.
- 11.12. The Contractor shall refer to Exhibit B for grant terms and conditions including, but not limited to:
  - 11.12.1. Invoicing.
  - 11.12.2. Funding restrictions.
  - 11.12.3. Billing.

**12. Data Management Requirements**

- 12.1. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements, which is attached hereto and incorporated by reference herein.

**13. Termination Report/Transition Plan**

- 13.1. In the event of early termination of the Agreement, the Contractor shall, within fifteen (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.
- 13.2. 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.
- 13.3. 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.
- 13.4. 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.
- 13.5. 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



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transcripts. 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.

**14. Credits and Copyright Ownership**

- 14.1. 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, "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."
- 14.2. All materials produced or purchased under the contract shall have prior approval from the Department before printing, production, distribution or use. The Department 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. The Contractor shall not reproduce any materials produced under the contract without prior written approval from the Department.

**15. Operation of Facilities: Compliance with Laws and Regulations**

- 15.1. 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.



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**16. Equal Employment Opportunity Plan (EEOP)**

- 16.1. 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. Equipment Purchases**

- 17.1. The Contractor shall submit to the Department's Contract Unit a list of the purchased office equipment (with funding from this Contract). The list shall include office equipment such as, but not limited to, laptop computers, printers/scanners, and phones with the make, model, and serial number of each piece of office equipment.
- 17.2. The Contractor shall return said office equipment in Subsection 17.1, to the Department's Contract Unit within thirty (30) days from the completion date of the Contract.

**18. Compliance with Federal and State Laws**

- 18.1. 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.
- 18.2. Time and Manner of Determination.
- 18.2.1. 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.
- 18.3. Documentation
- 18.3.1. 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



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Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

**18.4. Fair Hearings**

- 18.4.1. 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.



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**EXHIBIT B Amendment #3**

**Methods and Conditions Precedent to Payment**

1. This Agreement is funded by:
  - 1.1. 97.28% Federal funds from the State Opioid Response Grant, as awarded on 09/30/2018, by the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, CFDA #93.788, FAIN TI081685, and as awarded on 09/30/2020, by the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, CFDA #93.788, FAIN TI083326.
  - 1.2. 2.72% Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment, and Recovery Funds.
2. Governor Commission Funds
  - 2.1. The Contractor shall utilize funds in Exhibit B-5 Amendment #3 GovComm and Exhibit B-7 Amendment #3 GovComm for the purpose of providing services and supports to clients whose needs to not make them eligible to receive SOR-funded services and supports.
  - 2.2. The Contractor shall collaborate with the Department to determine appropriate services and supports along with developing and submitting reports and invoices that are separate from reports and invoices submitted for SOR grant funds.
3. For the purposes of this Agreement:
  - 3.1. The Department has identified the Contractor as a Contractor, in accordance with 2 CFR 200.330.
  - 3.2. The Department has identified this Contract as NON-R&D, in accordance with 2 CFR §200.87.
  - 3.3. The de minimis Indirect Cost Rate of 10% applies in accordance with 2 CFR §200.414.
4. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibit B-1, Budget through Exhibit B-8 Amendment #3 SOR II.
5. The Contractor shall seek payment for services, as follows:
  - 5.1. First, the Contractor shall charge the client's private insurance or other payor sources.
  - 5.2. Second, the Contractor shall charge Medicare.
  - 5.3. Third, the Contractor shall charge Medicaid enrolled individuals, as follows:
    - 5.3.1. Medicaid Care Management: If enrolled with a Managed Care Organization (MCO), the Contractor shall be paid in accordance with its contract with the MCO.
    - 5.3.2. Medicaid Fee for Service: The Contractor shall bill Medicaid for services on the Fee for Service (FFS) schedule.



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- 5.4. Fourth, the Contractor shall charge the client in accordance with the Sliding Fee Scale Program.
- 5.5. Lastly, if any portion of the amount specified in the Sliding Fee Scale remains unpaid, charge the Department for the unpaid balance.
6. The Contractor shall submit an invoice in a form satisfactory to the State by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment. Invoices shall be net any other revenue received towards the services billed in fulfillment of this agreement. The Contractor shall ensure:
  - 6.1. Backup documentation includes, but is not limited to:
    - 6.1.1. General Ledger showing revenue and expenses for the contract.
    - 6.1.2. Timesheets and/or time cards that support the hours employees worked for wages reported under this contract.
      - 6.1.2.1. Per 45 CFR Part 75.430(i)(1) Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed.
      - 6.1.2.2. Attestation and time tracking templates, which are available to the Department upon request.
    - 6.1.3. Invoices supporting expenses reported:
      - 6.1.3.1. Unallowable expenses include, but are not limited to:
        - 6.1.3.1.1. Amounts belonging to other programs.
        - 6.1.3.1.2. Amounts prior to effective date of contract.
        - 6.1.3.1.3. Construction or renovation expenses.
        - 6.1.3.1.4. Food or water for employees.
        - 6.1.3.1.5. Directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana.
        - 6.1.3.1.6. Fines, fees, or penalties.
        - 6.1.3.1.7. Per SAMSHA requirements, meals are generally unallowable unless they are an integral part of a conference grant or specifically stated as an allowable expense in the FOA. Grant funds may be used for light snacks, not to



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exceed three dollars (\$3.00) per person for clients.

6.1.3.1.8. Cell phones and cell phone minutes for clients.

6.1.4. Receipts for expenses within the applicable state fiscal year.

6.1.5. Cost center reports.

6.1.6. Profit and loss report.

6.1.7. Remittance Advices from the insurances billed. Remittance Advices do not need to be supplied with the invoice, but should be retained to be available upon request.

6.1.8. Information requested by the Department verifying allocation or offset based on third party revenue received.

6.1.9. Summaries of patient services revenue and operating revenue and other financial information as requested by the Department.

7. The Contractor is responsible for reviewing, understanding, and complying with further restrictions included in the Funding Opportunity Announcement (FOA).

8. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to melissa.girard@dhhs.nh.gov, or invoices may be mailed to:

SOR Financial Manager  
Department of Health and Human Services  
105 Pleasant Street  
Concord, NH 03301

9. The Contractor agrees that billing submitted for review after twenty (20) business days of the last day of the billing month may be subject to non-payment.

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

11. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

12. The Contractor must provide the services in Exhibit A – Amendment #3, Scope of Services, in compliance with funding requirements.

13. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit A, Amendment #3, Scope of Services, including failure to submit required monthly and/or quarterly reports.

14. Notwithstanding Paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years



**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**



**EXHIBIT B Amendment #3**

and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

**15. Audits**

15.1. The Contractor is required to submit an annual audit to the Department if any of the following conditions exist:

15.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

15.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.

15.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

15.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

15.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

15.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.

15.5. 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.



Exhibit B-4 Amendment #3 NCE

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

Contractor Name: Concord Hospital, Inc.

Budget Request for: Access and Delivery Hub for Opioid Use Disorder Services  
SS-2018-BDAS-05-ACCES-03

Budget Period: SFY21 09/01/20-12/31/20 (NCE)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	88,823	8,882	97,705				88,823	8,882	97,705
2. Employee Benefits	79,879	2,988	82,867				79,879	2,988	82,867
3. Consultants									
4. Equipment	1,188	120	1,318				1,188	120	1,318
5. Supplies	777	78	855				777	78	855
6. Travel	438	44	479				438	44	479
7. Occupancy	14,161	1,416	15,577				14,161	1,416	15,577
8. Current Expenses	9,851	885	10,736				9,851	885	10,736
9. Software	543	54	597				543	54	597
10. Marketing/Communications	1,088	100	1,188				1,088	100	1,188
11. Staff Education and Training	361	36	397				361	36	397
12. Subcontract/Agreements	438	44	479				438	44	479
13. Other (specific details mandatory)									
Malpractice	100	10	110				100	10	110
Firm funds	2,284	228	2,512				2,284	228	2,512
Shelter Receipt Vouchers	3,050	305	3,355				3,050	305	3,355
<b>TOTAL</b>	<b>\$ 150,989</b>	<b>\$ 15,891</b>	<b>\$ 166,880</b>				<b>\$ 150,989</b>	<b>\$ 15,891</b>	<b>\$ 166,880</b>

Indirect As A Percent of Direct

10.0%



Exhibit B-5 Amendment #3 GovComms

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

Contractor Name: Concord Hospital, Inc.

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

SS-2019-8045-05-ACCES-03

Budget Period: SFY21 08/30/20-08/30/21 (GovComms)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHH's contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	34,582	3,458	38,041				34,582	3,458	38,041
2. Employee Benefits	11,081	1,108	12,080				11,081	1,108	12,080
3. Consultants									
4. Equipment	477	48	525				477	48	525
5. Supplies	309	31	340				309	31	340
6. Travel	173	17	191				173	17	191
7. Occupancy	5,835	584	6,199				5,835	584	6,199
8. Current Expenses	2,728	273	3,001				2,728	273	3,001
9. Software	217	22	238				217	22	238
10. Marketing/Communications	433	43	477				433	43	477
11. Staff Education and Training	132	13	145				132	13	145
12. Subcontract/Agreements	173	17	191				173	17	191
13. Other (specific details mandatory):									
Relocation									
Flex funds	8,808	881	9,689				8,808	881	9,689
Shelter Respite Vouchers	1,214	121	1,335				1,214	121	1,335
TOTAL	\$ 64,881	\$ 6,489	\$ 71,411				\$ 64,881	\$ 6,489	\$ 71,411

Indirect As A Percent of Direct

10.0%



Exhibit B-6 Amendment #3 SOR #

New Hampshire Department of Health and Human Services COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD									
Contractor Name: Concord Hospital, Inc.									
Budget Request for: Access and Delivery Hub for Opioid Use Disorder Services									
23-2019-BDAS-05-ACCES-03-403									
Budget Period: SFY21 01/01-06/30/21 (60R3)									
Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	177,730	17,773	195,503				177,730.18	17,773	195,503
2. Employee Benefits	61,023	6,108	67,202				61,082.73	6,108	67,202
3. Consultants									
4. Equipment	2,450	245	2,695				2,449.08	245	2,695
5. Supplies	1,589	159	1,748				1,588.32	158	1,748
6. Travel	801	80	900				800.88	80	900
7. Occupancy	28,954	2,895	31,849				28,954.05	2,895	31,849
8. Current Expenses	10,848	1,085	11,711				10,846.18	1,085	11,711
9. Software	1,114	111	1,225				1,113.62	111	1,225
10. Marketing/Communications	2,227	223	2,450				2,227.53	223	2,450
11. Staff Education and Training	780	78	857				779.53	78	857
12. Subcontracts/Agreements	891	89	900				890.89	89	900
13. Other (specific details mandatory)									
Materials	55,598	5,560	61,158				55,598.04	5,560	61,158
Flat funds	13,437	1,344	14,781				13,437.49	1,344	14,781
Shelter/Respite Vouchers	8,236	824	9,060				8,236.26	824	9,060
TOTAL	\$ 363,636	\$ 36,364	\$ 400,000				\$ 363,636	\$ 36,364	\$ 400,000
Indirect As A Percent of Direct 10.0%									



Exhibit B-7 Amendment #3 SOR #

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

Contractor Name: Concord Hospital, Inc.

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

SS-2019-BDAS-05-ACCE3-03

Budget Period: SFY22 07/01/21-09/29/21 (GovComm)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DRHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	11,530	1,153	12,684				11,530	1,153	12,684
2. Employee Benefits	3,064	306	4,360				3,064	306	4,360
3. Consultants									
4. Equipment	150	10	175				150	10	175
5. Supplies	103	10	113				103	10	113
6. Travel	50	0	50				50	0	50
7. Occupancy	1,878	188	2,066				1,878	188	2,066
8. Current Expenses	900	91	1,000				900	91	1,000
9. Software	72	7	79				72	7	79
10. Marketing/Communications	144	14	158				144	14	158
11. Staff Education and Training	51	5	56				51	5	56
12. Subcontractor/Agreements	58	0	58				58	0	58
13. Other (specify details mandatory):									
Malware									
Flex funds	2,935	294	3,229				2,935	294	3,229
Shelter Receipt Vouchers	405	40	445				405	40	445
TOTAL	22,244	2,227	24,471				22,244	2,227	24,471

Indirect As A Percent of Direct:

10.0%



Exhibit B-4 Amendment #3 SOR II

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

Contractor Name: Concord Hospital, Inc.

Budget Request for: Access and Delivery Hub for Opioid Use Disorder Services  
SS-2019-BDAS-05-ACCES-03-03

Budget Period: SFY22 07/01/21-06/30/21 (SOR II)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	88,865	8,887	97,752				88,865	8,887	97,752
2. Employee Benefits	30,548	3,055	33,601				30,548	3,055	33,601
3. Consultants									
4. Equipment	1,225	122	1,347				1,225	122	1,347
5. Supplies	785	78	864				785	78	864
6. Travel	445	45	490				445	45	490
7. Occupancy	14,477	1,448	15,925				14,477	1,448	15,925
8. Current Expenses	5,323	532	5,855				5,323	532	5,855
9. Software	557	56	612				557	56	612
10. Marketing/Communications	1,114	111	1,225				1,114	111	1,225
11. Staff Education and Training	380	38	429				380	38	429
12. Subcontract/Agreements	445	45	490				445	45	490
13. Other (specific details mandatory):									
Materials	28,200	2,830	28,929				28,200	2,830	28,929
Flax funds	8,219	822	9,041				8,219	822	9,041
Shelter Receipt Vouchers	3,118	312	3,430				3,118	312	3,430
<b>TOTAL</b>	<b>\$ 181,818</b>	<b>\$ 18,182</b>	<b>\$ 200,000</b>				<b>\$ 181,818</b>	<b>\$ 18,182</b>	<b>\$ 200,000</b>

Indirect As A Percent of Direct 10.0%





Lori A. Shibamoto  
Commissioner

Katja S. Fox  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION FOR BEHAVIORAL HEALTH

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

June 2, 2020

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

**REQUESTED ACTION**

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

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

Vendor Name	Vendor Code	Area Served	Current Amount	Increase/ (Decrease)	New Amount	G&C Approval
Androscoggin Valley Hospital, Inc., Berlin, NH	TBD	Berlin	\$1,670,051	\$0	\$1,670,051	O: 10/31/18 Item #17A A1: 8/28/19 (Item #10)
Concord Hospital, Inc., Concord, NH	177653-B003	Concord	\$2,272,793	\$0	\$2,272,793	O: 10/31/18 Item #17A A1: 8/28/19 (Item #10)
Granite Pathways, Concord, NH	228900-B001	N/A	\$6,895,879	\$0	\$6,895,879	O: 10/31/18 (Item #17A) A1: 9/18/19, (Item #20)
Littleton Regional Hospital, Littleton, NH	TBD	Littleton	\$1,713,805	\$0	\$1,713,805	O: 10/31/18 (Item #17A) A1: 9/18/19, (Item #20)
LRGHealthcare, Laconia, NH	TBD	Laconia	\$1,987,873	\$0	\$1,987,873	O: 10/31/18 (Item #17A) A1: 9/18/19, (Item #20)



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

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

See attached fiscal details

#### EXPLANATION

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

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



His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 3 of 3

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

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

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

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

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

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

Area served: Statewide

Respectfully submitted,

  
Lori A. Shibillette  
Commissioner



## Financial Detail

05-95-92-920510-7040 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV OF, BUREAU OF DRUG & ALCOHOL SERVICES, STATE OPIOID RESPONSE GRANT					
100% Federal Funds CFDA #93.788 FAIN T1081685					
Activity Code: 92057040					
Androscoggin Valley					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	\$ 821,133.00	\$ (201,283.00)	\$ 619,850.00
2020	Contracts for Prog Svs	102-500731	\$ 848,918.00		\$ 848,918.00
2021	Contracts for Prog Svs	102-500731		\$ 201,283.00	\$ 201,283.00
Subtotal			\$ 1,670,051.00	\$	\$ 1,670,051.00
Concord					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	\$ 947,682.00	\$ (236,916.00)	\$ 710,746.00
2020	Contracts for Prog Svs	102-500731	\$ 1,325,131.00		\$ 1,325,131.00
2021	Contracts for Prog Svs	102-500731		\$ 236,916.00	\$ 236,916.00
Subtotal			\$ 2,272,793.00	\$	\$ 2,272,793.00
Cheshire					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	\$ 820,133.00	\$ (205,033.00)	\$ 615,100.00
2020	Contracts for Prog Svs	102-500731	\$ 1,127,557.00		\$ 1,127,557.00
2021	Contracts for Prog Svs	102-500731		\$ 205,033.00	\$ 205,033.00
Subtotal			\$ 1,947,690.00	\$	\$ 1,947,690.00
Mary Hitchcock					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	\$ 1,774,205.00	\$ (383,958.00)	\$ 1,390,247.00
2020	Contracts for Prog Svs	102-500731	\$ 2,575,109.00		\$ 2,575,109.00
2021	Contracts for Prog Svs	102-500731		\$ 383,958.00	\$ 383,958.00
Subtotal			\$ 4,349,314.00	\$	\$ 4,349,314.00
LRGHealthcare					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	\$ 820,000.00	\$ (205,000.00)	\$ 615,000.00
2020	Contracts for Prog Svs	102-500731	\$ 1,167,673.00		\$ 1,167,673.00
2021	Contracts for Prog Svs	102-500731		\$ 205,000.00	\$ 205,000.00
Subtotal			\$ 1,987,673.00	\$	\$ 1,987,673.00



## Financial Detail

Granite Pathways Manchester					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	\$ 1,331,471.00		\$ 1,331,471.00
2020	Contracts for Prog Svs	102-500731	\$ 2,349,699.00		\$ 2,349,699.00
2021	Contracts for Prog Svs	102-500731			\$ -
Subtotal			\$ 3,681,170.00	\$ -	\$ 3,681,170.00
Granite Pathways Nashua					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	\$ 1,348,973.00		\$ 1,348,973.00
2020	Contracts for Prog Svs	102-500731	\$ 1,865,736.00		\$ 1,865,736.00
2021	Contracts for Prog Svs	102-500731			\$ -
Subtotal			\$ 3,214,709.00	\$ -	\$ 3,214,709.00
Provider name here					
Littleton Regional					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	\$ 831,000.00	\$ (203,750.00)	\$ 627,250.00
2020	Contracts for Prog Svs	102-500731	\$ 882,805.00		\$ 882,805.00
2021	Contracts for Prog Svs	102-500731		\$ 203,750.00	\$ 203,750.00
Subtotal			\$ 1,713,805.00	\$ -	\$ 1,713,805.00
Wentworth Douglass					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	\$ 962,700.00	\$ (240,675.00)	\$ 722,025.00
2020	Contracts for Prog Svs	102-500731	\$ 1,806,752.00		\$ 1,806,752.00
2021	Contracts for Prog Svs	102-500731		\$ 240,675.00	\$ 240,675.00
Subtotal			\$ 2,769,452.00	\$ -	\$ 2,769,452.00
Subtotal			\$ 23,606,657.00	\$ -	\$ 23,606,657.00





Jeffrey A. Meyers  
Commissioner

Kelja S. Fox  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION FOR BEHAVIORAL HEALTH  
BUREAU OF DRUG AND ALCOHOL SERVICES

105 PLEASANT STREET, CONCORD, NH 03301  
603-271-6110 1-800-852-3345 Ext. 6738  
Fax: 603-271-6105 TDD Access: 1-800-735-2964  
www.dhhs.nh.gov

August 13, 2019

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

**REQUESTED ACTION**

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

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

Vendor Name	Vendor ID	Vendor Address	Current Budget	Increase/ (Decrease)	Updated Budget
Androscoggin Valley Hospital, Inc.	TBD	59 Page Hill Rd. Berlin, NH 03570	\$1,559,611	\$110,440	\$1,670,051
Concord Hospital, Inc.	177653-B003	250 Pleasant St. Concord, NH, 03301	\$1,845,257	\$427,536	\$2,272,793
Granite Pathways	228900-B001	10 Ferry St. Ste. 308, Concord, NH, 03301	\$5,008,703	\$0	\$5,008,703
Littleton Regional Hospital	TBD	600 St. Johnsbury Road, Littleton, NH 03561	\$1,572,101	\$0	\$1,572,101
LRGHealthcare	TBD	80 Highland St. Laconia, NH 03246	\$1,593,000	\$0	\$1,593,000
Mary Hitchcock Memorial Hospital	177651-B001	One Medical Center Drive Lebanon, NH 03756	\$4,043,958	\$0	\$4,043,958
The Cheshire Medical Center	155405-B001	580 Court St. Keene, NH 03431	\$1,593,611	\$0	\$1,593,611
Wentworth-Douglass Hospital	TBD	789 Central Ave. Dover, NH 03820	\$1,890,416	\$0	\$1,890,416
		Total	\$19,106,657	\$537,976	\$19,644,633

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



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

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

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

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

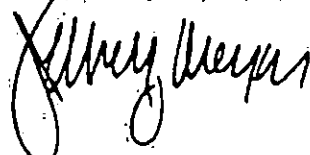
- Monthly de-identified, aggregate data reports
- Weekly and biweekly Doorway program calls
- Monthly Community of Practice meetings
- Regular review and monitoring of Government Performance and Results Act (GPRA) interviews and follow ups through the Web Information Technology System (WITS) database.

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

Area served: Statewide

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

Respectfully submitted,



Jeffrey A. Meyers  
Commissioner



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

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

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

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

**EXPLANATION**

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

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



OCT 23 '18 11.10 DAS



Jeffrey A. Noyes  
Commissioner

Katja S. Fox  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION FOR BEHAVIORAL HEALTH  
BUREAU OF DRUG AND ALCOHOL SERVICES

105 PLEASANT STREET, CONCORD, NH 03301  
603-271-6110 1-800-852-3345 Ext. 6738  
Fax: 603-271-6105 TDD Access: 1-800-735-2964  
www.dhhs.nh.gov

October 17, 2018

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division for Behavioral Health, Bureau of Drug and Alcohol Services, to enter into sole source agreements with the eight (8) vendors listed below, in an amount not to exceed \$16,606,487, to develop, implement and operationalize a statewide network of Regional Hubs for opioid use disorder treatment and recovery support services, effective upon date of Governor and Council approval, through September 29, 2020. Federal Funds 100%.

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



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

**06-95-92-920510-7040 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG & ALCOHOL SERVICES, STATE OPIOID RESPONSE GRANT**

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

**06-95-92-920510-2659 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG & ALCOHOL SERVICES, OPIOID STR GRANT**

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

**EXPLANATION**

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

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



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

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

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

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

Unique to this service redesign is a robust level of client-specific data that will be available. The SOR grant requires that all individual served receive a comprehensive assessment at several time intervals, specifically at intake, three (3) months, six (6) months and upon discharge. Through care coordination efforts, the Regional Hubs will be responsible for gathering data on items including, but not limited to recovery status, criminal justice involvement, employment, and housing needs at the time intervals listed above. This data will enable the Department to measure short and long-term outcomes associated with SOR-funded initiatives and to determine which programs are generating the best results for the clients served.

As referenced in Exhibit C-1 of this contract, the Department has the option to extend contracted services for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

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

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

Area served: Statewide

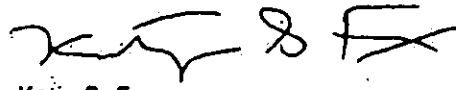
Source of Funds: 100% Federal Funds from the Substance Abuse and Mental Health Services Administration: CFDA #93.788, FAIN #H79TI081685 and FAIN #TI080246.



His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 4 of 4

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

Respectfully submitted,



Katja S. Fox  
Director

Approved by:



Jeffrey A. Meyers  
Commissioner



Financial Detail

05-95-92-920510-7040 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV OF, BUREAU OF DRUG & ALCOHOL SERVICES, STATE OPIOID RESPONSE GRANT			
100% Federal Funds			
Activity Code: 92057040			
<b>Androscoggin Valley Hospital, Inc</b>			
Vendor # TBD			
State Fiscal Year	Class Title	Class Account	Current Budget
2019	Contracts for Prog Svs	102-500731	\$ 805,133.00
2020	Contracts for Prog Svs	102-500731	\$ 738,478.00
2021	Contracts for Prog Svs	102-500731	\$
Subtotal			\$ 1,643,611.00
<b>Concord Hospital, Inc</b>			
Vendor # 177653-B003			
State Fiscal Year	Class Title	Class Account	Current Budget
2019	Contracts for Prog Svs	102-500731	\$ 947,662.00
2020	Contracts for Prog Svs	102-500731	\$ 897,595.00
2021	Contracts for Prog Svs	102-500731	\$
Subtotal			\$ 1,845,257.00
<b>Granite Pathways</b>			
Vendor # 228900-B001			
State Fiscal Year	Class Title	Class Account	Current Budget
2019	Contracts for Prog Svs	102-500731	\$ 2,380,444.00
2020	Contracts for Prog Svs	102-500731	\$ 2,328,259.00
2021	Contracts for Prog Svs	102-500731	\$
Subtotal			\$ 4,708,703.00
<b>Littleton Regional Hospital</b>			
Vendor # TBD			
State Fiscal Year	Class Title	Class Account	Current Budget
2019	Contracts for Prog Svs	102-500731	\$ 815,000.00
2020	Contracts for Prog Svs	102-500731	\$ 741,101.00
2021	Contracts for Prog Svs	102-500731	\$
Subtotal			\$ 1,556,101.00
<b>LRGHealthcare</b>			
Vendor # TBD			
State Fiscal Year	Class Title	Class Account	Current Budget
2019	Contracts for Prog Svs	102-500731	\$ 820,000.00
2020	Contracts for Prog Svs	102-500731	\$ 773,000.00
2021	Contracts for Prog Svs	102-500731	\$
Subtotal			\$ 1,593,000.00



## Financial Detail

<b>Mary Hitchcock Memorial Hospital</b>			
Vendor # 177651-B001			
State Fiscal Year	Class Title	Class Account	Current Budget
2019	Contracts for Prog Svs	102-500731	\$ 730,632.00
2020	Contracts for Prog Svs	102-500731	\$ 813,156.00
2021	Contracts for Prog Svs	102-500731	\$ -
Subtotal			\$ 1,543,788.00
<b>The Cheshire Medical Center</b>			
Vendor # 155405-B001			
State Fiscal Year	Class Title	Class Account	Current Budget
2019	Contracts for Prog Svs	102-500731	\$ 820,133.00
2020	Contracts for Prog Svs	102-500731	\$ 773,478.00
2021	Contracts for Prog Svs	102-500731	\$ -
Subtotal			\$ 1,593,611.00
<b>Wentworth-Douglas Hospital</b>			
Vendor # 157797			
State Fiscal Year	Class Title	Class Account	Current Budget
2019	Contracts for Prog Svs	102-500731	\$ 962,700.00
2020	Contracts for Prog Svs	102-500731	\$ 927,716.00
2021	Contracts for Prog Svs	102-500731	\$ -
Subtotal			\$ 1,890,416.00
<b>SUB TOTAL</b>			<b>\$ 16,274,487.00</b>

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



## Financial Detail

<b>Granite Pathways</b>			
<b>Vendor # 228900-B001</b>			
<b>State Fiscal Year</b>	<b>Class Title</b>	<b>Class Account</b>	<b>Current Budget</b>
2019	Contracts for Prog Svs	102-500731	\$ 300,000.00
2020	Contracts for Prog Svs	102-500731	\$
2021	Contracts for Prog Svs	102-500731	\$
<b>Subtotal</b>			<b>\$ 300,000.00</b>
<b>Littleton Regional Hospital</b>			
<b>Vendor # TBD</b>			
<b>State Fiscal Year</b>	<b>Class Title</b>	<b>Class Account</b>	<b>Current Budget</b>
2019	Contracts for Prog Svs	102-500731	\$ 16,000.00
2020	Contracts for Prog Svs	102-500731	\$
2021	Contracts for Prog Svs	102-500731	\$
<b>Subtotal</b>			<b>\$ 16,000.00</b>
<b>LRGHealthcare</b>			
<b>Vendor # TBD</b>			
<b>State Fiscal Year</b>	<b>Class Title</b>	<b>Class Account</b>	<b>Current Budget</b>
2019	Contracts for Prog Svs	102-500731	\$
2020	Contracts for Prog Svs	102-500731	\$
2021	Contracts for Prog Svs	102-500731	\$
<b>Subtotal</b>			<b>\$</b>
<b>Mary Hitchcock Memorial Hospital</b>			
<b>Vendor # 177651-B001</b>			
<b>State Fiscal Year</b>	<b>Class Title</b>	<b>Class Account</b>	<b>Current Budget</b>
2019	Contracts for Prog Svs	102-500731	\$
2020	Contracts for Prog Svs	102-500731	\$
2021	Contracts for Prog Svs	102-500731	\$
<b>Subtotal</b>			<b>\$</b>
<b>The Cheshire Medical Center</b>			
<b>Vendor # 155405-B001</b>			
<b>State Fiscal Year</b>	<b>Class Title</b>	<b>Class Account</b>	<b>Current Budget</b>
2019	Contracts for Prog Svs	102-500731	\$
2020	Contracts for Prog Svs	102-500731	\$
2021	Contracts for Prog Svs	102-500731	\$
<b>Subtotal</b>			<b>\$</b>
<b>Wentworth-Douglas Hospital</b>			
<b>Vendor # 157797</b>			
<b>State Fiscal Year</b>	<b>Class Title</b>	<b>Class Account</b>	<b>Current Budget</b>
2019	Contracts for Prog Svs	102-500731	\$
2020	Contracts for Prog Svs	102-500731	\$
2021	Contracts for Prog Svs	102-500731	\$
<b>Subtotal</b>			<b>\$</b>
<b>SUB TOTAL</b>			<b>\$ 332,000.00</b>
<b>TOTAL</b>			<b>\$ 16,606,487.00</b>



**State of New Hampshire  
Department of Health and Human Services  
Amendment #5**

This Amendment to the Access and Delivery Hub for Opioid Use Disorder Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Mary Hitchcock Memorial Hospital ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on October 31, 2018 (Item #17A), as amended November 14, 2018 (Item #11), as amended on September 18, 2019 (Item #20), as amended June 24, 2020 (Item #31), as amended February 17, 2021, (Item #18), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Section 3, Renewal, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:  
September 29, 2022.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$6,817,031.
3. Modify Exhibit A – Amendment #4, Scope of Services, Section 12, SOR Grant Standards, Subsection 12.1., to read:  
12.1. Reserved
4. Modify Exhibit A – Amendment #4, Scope of Services, Section 12, SOR Grant Standards, Subsection 12.11., to read:  
  - 12.11. The Contractor shall ensure that SOR grant funds are not used to purchase, prescribe, or provide marijuana or provide treatment using marijuana. The Contractor shall ensure:
    - 12.11.1. Treatment in this context includes the treatment of opioid use disorder (OUD).
    - 12.11.2. Grant funds are not provided to any individual who, or organization that, provides or permits marijuana use for the purposes of treating substance use or mental health disorders.
    - 12.11.3. This marijuana restriction applies to all subcontracts and memorandums of understanding (MOU) that receive SOR funding.
5. Modify Exhibit A – Amendment #4, Scope of Services, Section 12, SOR Grant Standards, 12.12., to read:  
  - 12.12. The Contractor shall provide a Fentanyl test strip utilization plan to the Department for approval prior to implementation. The Contractor shall ensure the utilization plan includes:
    - 12.12.1. Internal policies for the distribution of Fentanyl strips;
    - 12.12.2. Distribution methods and frequency; and
    - 12.12.3. Other key data as requested by the Department.





6. Modify Exhibit A – Amendment #4, Scope of Services, Section 12, SOR Grant Standards, by adding Subsection 12.13., to read:
  - 12.13. The Contractor shall provide a contingency management plan to the Department for approval prior to implementation of the contingency management plan. The Contractor shall ensure the contingency management plan includes:
    - 12.13.1. Contingency management strategies to reward and incentivize individual treatment compliance;
    - 12.13.2. Identified allowable contingency rewards, as approved by the Department, ensuring:
      - 12.13.2.1. The maximum value per contingency does not exceed \$15; and
      - 12.13.2.2. The maximum number of contingencies per year per individual does not exceed five (5); and
      - 12.13.2.3. The maximum dollar value of all contingencies per individuals does not exceed \$75 per year; and
    - 12.13.3. Other key data as requested by the Department.
7. Modify Exhibit A – Amendment #4, Scope of Services, Section 12, SOR Grant Standards, by adding Subsection 12.14., to read:
  - 12.14. The Contractor shall refer to Exhibit B – Amendment #5 for grant terms and conditions including, but not limited to:
    - 12.14.1. Invoicing.
    - 12.14.2. Funding restrictions.
    - 12.14.3. Billing
8. Modify Exhibit B, Methods and Conditions Precedent to Payment by replacing in its entirety with Exhibit B – Amendment #5, Methods and Conditions Precedent to Payment in order to update payment terms, billing standards and various references to budgets, which is attached hereto and incorporated by reference herein.
9. Add Exhibit B-13 Amendment #5, Overnight & Weekend Budget, which is attached hereto and incorporated by reference herein.
10. Add Exhibit B-14 Amendment #5, Overnight & Weekend Budget, which is attached hereto and incorporated by reference herein.
11. Add Exhibit B-15 Amendment #5, SOR II Budget, which is attached hereto and incorporated by reference herein.
12. Add Exhibit B-16 Amendment #5, SOR II Budget, which is attached hereto and incorporated by reference herein.





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

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

State of New Hampshire  
Department of Health and Human Services

9/9/2021  
\_\_\_\_\_  
Date

DocuSigned by:  
*Katja Fox*  
\_\_\_\_\_  
Name: Katja Fox  
Title: director

9/8/2021  
\_\_\_\_\_  
Date

Mary Hitchcock Memorial Hospital

*Edward J Merrens*  
\_\_\_\_\_  
Name: Edward Merrens  
Title: chief clinical officer



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

OFFICE OF THE ATTORNEY GENERAL

9/10/2021

Date

DocuSigned by:

J. Christopher Marshall

DSGD458E80D4403

Name: Christopher Marshall

Title: Assistant Attorney General

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:



New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services



**EXHIBIT B – Amendment #5**

**Methods and Conditions Precedent to Payment**

1. This Agreement is funded by:

- 1.1. 98.98% Federal funds from the State Opioid Response Grant, as awarded on 08/30/2018, by the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, CFDA #93.788, FAIN H79TI081685, and as awarded on 09/30/2020, by the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, CFDA #93.788, FAIN H79TI083326, and as awarded on 08/09/2021, by the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, CFDA #93.788, FAIN H79TI083326; and
- 1.2. 0.24% Federal funds from the Substance Abuse Prevention & Treatment Block Grant-SABG FY21 COVID Emergency Funds, as awarded on 03/11/2021, by the U.S. Department of Health and Human Services, Substance Abuse & Mental Health Services Administration, CFDA #93.959, FAIN B08TI083509.
- 1.3. 0.77% Other Funds from Governor's Commission on Alcohol and Other Drug Abuse Prevention, Intervention and Treatment Funds. (effective dates 9/30/2020-9/29/2021)

2. Governor Commission Funds

- 2.1. The Contractor shall utilize funds in Exhibit B-9 Amendment #4 GovComm and Exhibit B-11 Amendment #3 GovComm for the purpose of providing services and supports to clients whose needs do not make them eligible to receive SOR-funded services and supports.
- 2.2. The Contractor shall collaborate with the Department to determine appropriate services and supports along with developing and submitting reports and invoices that are separate from reports and invoices submitted for SOR grant funds.

3. SABG FY21 COVID Emergency Funds

- 3.1. The Contractor shall collaborate with the Department to determine appropriate services and supports along with developing and submitting reports and invoices that are separate from reports and invoices submitted for SOR grant funds.

4. For the purposes of this Agreement:

- 4.1. The Department has identified the Contractor as a Subrecipient, in accordance with 2 CFR §200.330.
- 4.2. The Department has identified this Contract as NON-R&D, in accordance with 2 CFR §200.87.

5. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibit B-1, Budget through Exhibit B-16 Amendment #5 SOR II Budget.

EM



**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**



**EXHIBIT B – Amendment #5**

6. The Contractor shall seek payment for services, as follows:
  - 6.1. First, the Contractor shall charge the client's private insurance or other payor sources.
  - 6.2. Second, the Contractor shall charge Medicare.
  - 6.3. Third, the Contractor shall charge Medicaid enrolled individuals, as follows:
    - 6.3.1. Medicaid Care Management: If enrolled with a Managed Care Organization (MCO), the Contractor shall be paid in accordance with its contract with the MCO.
    - 6.3.2. Medicaid Fee for Service: The Contractor shall bill Medicaid for services on the Fee for Service (FFS) schedule.
  - 6.4. Fourth, the Contractor shall charge the client in accordance with the Sliding Fee Scale Program.
  - 6.5. Lastly, if any portion of the amount specified in the Sliding Fee Scale remains unpaid, charge the Department for the unpaid balance.
7. The Contractor shall submit an invoice and supporting backup documentation in a form satisfactory to the State by the 25th working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment. Invoices shall be net any other revenue received towards the services billed in fulfillment of this agreement. The Contractor shall ensure:
  - 7.1. Backup documentation includes, but is not limited to:
    - 7.1.1. General Ledger showing revenue and expenses for the contract.
    - 7.1.2. Timesheets and/or time cards that support the hours employees worked for wages reported under this contract.
      - 7.1.2.1. Per 45 CFR Part 75.430(i)(1) Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed.
      - 7.1.2.2. Attestation and time tracking templates, which are available to the Department upon request.
    - 7.1.3. Invoices supporting expenses reported:
      - 7.1.3.1. Unallowable expenses include, but are not limited to:
        - 7.1.3.1.1. Amounts belonging to other programs.
        - 7.1.3.1.2. Amounts prior to effective date of contract.
        - 7.1.3.1.3. Construction or renovation expenses.
        - 7.1.3.1.4. Food or water for employees.



**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**



**EXHIBIT B – Amendment #5**

- 7.1.3.1.5. Directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana.
- 7.1.3.1.6. Fines, fees, or penalties.
- 7.1.3.1.7. Per SAMSHA requirements, meals are generally unallowable unless they are an integral part of a conference grant or specifically stated as an allowable expense in the FOA. Grant funds may be used for light snacks, not to exceed three dollars (\$3.00) per person for clients.
- 7.1.3.1.8. Cell phones and cell phone minutes for clients.
- 7.1.4. Receipts for expenses within the applicable state fiscal year.
- 7.1.5. Cost center reports.
- 7.1.6. Profit and loss report.
- 7.1.7. Remittance Advices from the insurances billed. Remittance Advices do not need to be supplied with the invoice, but should be retained to be available upon request.
- 7.1.8. Information requested by the Department verifying allocation or offset based on third party revenue received.
- 7.1.9. Summaries of patient services revenue and operating revenue and other financial information as requested by the Department.
- 8. The Contractor is responsible for reviewing, understanding, and complying with further restrictions included in the Funding Opportunity Announcement (FOA).
- 9. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to [DHHS.DBHInvoicesBDAS@dhhs.nh.gov](mailto:DHHS.DBHInvoicesBDAS@dhhs.nh.gov), or invoices may be mailed to:  

SOR Financial Manager  
Department of Health and Human Services  
105 Pleasant Street  
Concord, NH 03301
- 10. The Contractor agrees that billing submitted for review after 25 business days of the last day of the billing month may be subject to non-payment.
- 11. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
- 12. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
- 13. The Contractor must provide the services in Exhibit A – Amendment #4, Scope of Services, in compliance with funding requirements.



**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**



**EXHIBIT B – Amendment #5**

14. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit A – Amendment #4, Scope of Services, including failure to submit required monthly and/or quarterly reports.
15. Notwithstanding Paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
16. Audits
- 16.1. The Contractor is required to submit an annual audit to the Department if **any** of the following conditions exist:
- 16.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
- 16.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
- 16.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 16.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
- 16.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
- 16.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.
- 16.5. 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.

**17. Maintenance of Fiscal Integrity**

*EM*



**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**



**EXHIBIT B – Amendment #5**

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- 17.1. In order to enable the Department to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to the Department monthly, the Balance Sheet, Profit and Loss Statement (total organization and program-level), and Cash Flow Statement for the Contractor. Program-level Profit and Loss Statement shall include all revenue sources and all related expenditures for that program. The program-level Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. Outside of the program-level Profit and Loss Statement and budget to actual analysis, all other statements shall be reflective of the entire Partnership for Successful Living organization and shall be submitted on the same day the reports are submitted to the Board, but no later than the fourth Wednesday of the month. Additionally, the contractor will provide interim profit and loss statements for every program area, reported as of the 20<sup>th</sup> of the month, by the last day of every month.
- 17.2. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement.
- 17.3. The Contractor shall inform the Department by phone and by email within five business days when any Executive Management, Board Officers, or Program Managers for Department contracts submits a resignation or leaves for any other reason.



## Exhibit B-13 Amendment #5 Overnight Weekend Budget

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

Contractor Name: Mary Hitchcock Memorial Hospital

Project Title: AFTERHOURS - Access and Delivery Hub for Opioid Use Disorder Services (SS-2019-BDAS-05-ACCES-04-A05)

Budget Period: SFY22 09/30/21-06/30/22 Overnight &amp; Weekend Clinical NCE Budget

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 339,905.00	\$ 105,371.00	\$ 445,276.00	\$ -	\$ -	\$ -	\$ 339,905.00	\$ 105,371.00	\$ 445,276.00
2. Employee Benefits	\$ 105,282.00	\$ 32,638.00	\$ 137,920.00	\$ -	\$ -	\$ -	\$ 105,282.00	\$ 32,638.00	\$ 137,920.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 1,000.00	\$ 310.00	\$ 1,310.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ 310.00	\$ 1,310.00
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 378.00	\$ 117.00	\$ 495.00	\$ -	\$ -	\$ -	\$ 378.00	\$ 117.00	\$ 495.00
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 1,500.00	\$ 485.00	\$ 1,985.00	\$ -	\$ -	\$ -	\$ 1,500.00	\$ 485.00	\$ 1,985.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FlexFunds	\$ 67,500.00	\$ 20,925.00	\$ 88,425.00	\$ -	\$ -	\$ -	\$ 67,500.00	\$ 20,925.00	\$ 88,425.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 515,565.00</b>	<b>\$ 159,826.00</b>	<b>\$ 675,391.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 515,565.00</b>	<b>\$ 159,826.00</b>	<b>\$ 675,391.00</b>

Indirect As A Percent of Direct

31.0%

Contractor Initials

EAM

Date 9/8/2021



## Exhibit B-14 Amendment #5 Overnight Weekend Budget

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

Contractor Name: Mary Hitchcock Memorial Hospital

Project Title: AFTERHOURS - Access and Delivery Hub for Opioid Use Disorder Services (SS-2019-BDAS-05-ACCES-04-A05)

Budget Period: SFY23 07/01/2022-09/28/2022 Overnight &amp; Weekend Clinical Telephone Services NCE

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 113,309.00	\$ 35,128.00	\$ 148,437.00	\$ -	\$ -	\$ -	\$ 113,309.00	\$ 35,128.00	\$ 148,437.00
2. Employee Benefits	\$ 35,094.00	\$ 10,880.00	\$ 45,974.00	\$ -	\$ -	\$ -	\$ 35,094.00	\$ 10,880.00	\$ 45,974.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 300.00	\$ 93.00	\$ 393.00	\$ -	\$ -	\$ -	\$ 300.00	\$ 93.00	\$ 393.00
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 150.00	\$ 47.00	\$ 197.00	\$ -	\$ -	\$ -	\$ 150.00	\$ 47.00	\$ 197.00
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 500.00	\$ 155.00	\$ 655.00	\$ -	\$ -	\$ -	\$ 500.00	\$ 155.00	\$ 655.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FlatFunds	\$ 22,500.00	\$ 6,975.00	\$ 29,475.00	\$ -	\$ -	\$ -	\$ 22,500.00	\$ 6,975.00	\$ 29,475.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 171,853.00</b>	<b>\$ 53,278.00</b>	<b>\$ 225,131.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 171,853.00</b>	<b>\$ 53,278.00</b>	<b>\$ 225,131.00</b>

Indirect As A Percent of Direct

31.0%



## Exhibit B-15 Amendment #5 SOR II Budget

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

Contractor Name: Mary Hitchcock Memorial Hospital

Project Title: DOORWAYS - Access and Delivery Hub for Opioid Use Disorder Services (SS-2019-BDAS-05-ACCES-04-A05)

Budget Period: SFY22 09/30/21-06/30/22

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 178,886.00	\$ 55,455.00	\$ 234,341.00	\$ -	\$ -	\$ -	\$ 178,886.00	\$ 55,455.00	\$ 234,341.00
2. Employee Benefits	\$ 53,273.00	\$ 16,514.00	\$ 69,787.00	\$ -	\$ -	\$ -	\$ 53,273.00	\$ 16,514.00	\$ 69,787.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ 6,000.00	\$ 1,860.00	\$ 7,860.00	\$ -	\$ -	\$ -	\$ 6,000.00	\$ 1,860.00	\$ 7,860.00
Office	\$ 3,000.00	\$ 930.00	\$ 3,930.00	\$ -	\$ -	\$ -	\$ 3,000.00	\$ 930.00	\$ 3,930.00
6. Travel	\$ 1,000.00	\$ 310.00	\$ 1,310.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ 310.00	\$ 1,310.00
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 1,089.00	\$ 338.00	\$ 1,427.00	\$ -	\$ -	\$ -	\$ 1,089.00	\$ 338.00	\$ 1,427.00
11. Staff Education and Training	\$ 6,000.00	\$ 1,860.00	\$ 7,860.00	\$ -	\$ -	\$ -	\$ 6,000.00	\$ 1,860.00	\$ 7,860.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FlexFunds	\$ 15,000.00	\$ 4,650.00	\$ 19,650.00	\$ -	\$ -	\$ -	\$ 15,000.00	\$ 4,650.00	\$ 19,650.00
Respite Vouchers	\$ 32,000.00	\$ 9,920.00	\$ 41,920.00	\$ -	\$ -	\$ -	\$ 32,000.00	\$ 9,920.00	\$ 41,920.00
Naloxone	\$ 40,000.00	\$ 12,400.00	\$ 52,400.00	\$ -	\$ -	\$ -	\$ 40,000.00	\$ 12,400.00	\$ 52,400.00
Support Clients' Unmet Needs	\$ 12,721.00	\$ 3,944.00	\$ 16,665.00	\$ -	\$ -	\$ -	\$ 12,721.00	\$ 3,944.00	\$ 16,665.00
TOTAL	\$ 348,969.00	\$ 108,181.00	\$ 457,150.00	\$ -	\$ -	\$ -	\$ 348,969.00	\$ 108,181.00	\$ 457,150.00

Indirect As A Percent of Direct

31.0%



## Exhibit B-16 Amendment #5 SOR II Budget

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

Contractor Name: Mary Hitchcock Memorial Hospital

Project Title: DOORWAYS - Access and Delivery Hub for Opioid Use Disorder Services (SS-2019-BDAS-05-ACCES-04-A05)

Budget Period: SFY23 07/01/2023-09/29/2022

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 59,628.00	\$ 18,482.00	\$ 78,108.00	\$ -	\$ -	\$ -	\$ 59,628.00	\$ 18,482.00	\$ 78,108.00
2. Employee Benefits	\$ 17,758.00	\$ 5,505.00	\$ 23,263.00	\$ -	\$ -	\$ -	\$ 17,758.00	\$ 5,505.00	\$ 23,263.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ 2,000.00	\$ 620.00	\$ 2,620.00	\$ -	\$ -	\$ -	\$ 2,000.00	\$ 620.00	\$ 2,620.00
Office	\$ 1,000.00	\$ 310.00	\$ 1,310.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ 310.00	\$ 1,310.00
6. Travel	\$ 500.00	\$ 155.00	\$ 655.00	\$ -	\$ -	\$ -	\$ 500.00	\$ 155.00	\$ 655.00
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 300.00	\$ 93.00	\$ 393.00	\$ -	\$ -	\$ -	\$ 300.00	\$ 93.00	\$ 393.00
11. Staff Education and Training	\$ 2,000.00	\$ 620.00	\$ 2,620.00	\$ -	\$ -	\$ -	\$ 2,000.00	\$ 620.00	\$ 2,620.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FlexFunds	\$ 5,000.00	\$ 1,550.00	\$ 6,550.00	\$ -	\$ -	\$ -	\$ 5,000.00	\$ 1,550.00	\$ 6,550.00
Respite Vouchers	\$ 13,200.00	\$ 4,092.00	\$ 17,292.00	\$ -	\$ -	\$ -	\$ 13,200.00	\$ 4,092.00	\$ 17,292.00
Naloxone	\$ 10,700.00	\$ 3,317.00	\$ 14,017.00	\$ -	\$ -	\$ -	\$ 10,700.00	\$ 3,317.00	\$ 14,017.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 112,084.00</b>	<b>\$ 34,744.00</b>	<b>\$ 146,828.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 112,084.00</b>	<b>\$ 34,744.00</b>	<b>\$ 146,828.00</b>

Indirect As A Percent of Direct

31.0%



# State of New Hampshire

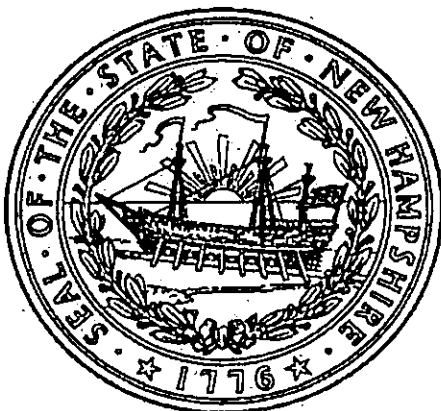
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that MARY HITCHCOCK MEMORIAL HOSPITAL is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on August 07, 1889. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 68517

Certificate Number: 0005357410



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 26th day of April A.D. 2021.

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

William M. Gardner  
Secretary of State



# State of New Hampshire

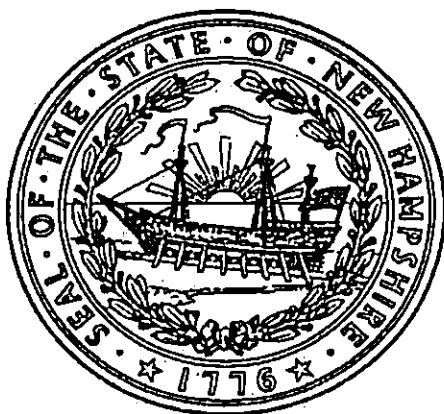
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that DARTMOUTH-HITCHCOCK CLINIC is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on March 01, 1983. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 69168

Certificate Number: 0005357409



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 26th day of April A.D. 2021.

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

William M. Gardner  
Secretary of State





Dartmouth-Hitchcock  
Dartmouth-Hitchcock Medical Center  
1 Medical Center Drive  
Lebanon, NH 03756  
Dartmouth-Hitchcock.org

**CERTIFICATE OF VOTE/AUTHORITY**

I, Edward H. Stansfield, III, of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital, do hereby certify that:

1. I am the duly elected Chair of the Board of Trustees of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital;
2. The following is a true and accurate excerpt from the December 7<sup>th</sup>, 2012 Bylaws of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital:

**ARTICLE I – Section A. Fiduciary Duty. Stewardship over Corporate Assets**

“In exercising this [fiduciary] duty, the Board may, consistent with the Corporation’s Articles of Agreement and these Bylaws, delegate authority to the Board of Governors, Board Committees and various officers the right to give input with respect to issues and strategies, incur indebtedness, make expenditures, enter into contracts and agreements and take such other binding actions on behalf of the Corporation as may be necessary or desirable.”

3. Article I – Section A, as referenced above, provides authority for the chief officers, including the Chief Executive Officer, the Chief Clinical Officer, and other officers, of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital to sign and deliver, either individually or collectively, on behalf of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital.
4. Edward J. Merrens, MD is the Chief Clinical Officer of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital and therefore has the authority to enter into contracts and agreements on behalf of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital.

IN WITNESS WHEREOF, I have hereunto set my hand as the Chair of the Board of Trustees of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital this 17 day of August, 2021

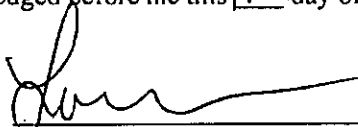
  
Edward H. Stansfield, III, Board Chair

STATE OF NH

COUNTY OF GRAFTON

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of August, 2021, by Edward Stansfield.



  
Notary Public

My Commission Expires: April 19, 2022



**CERTIFICATE OF INSURANCE****DATE:** August 30, 2021**COMPANY AFFORDING COVERAGE**

Hamden Assurance Risk Retention Group, Inc.  
P.O. Box 1687  
30 Main Street, Suite 330  
Burlington, VT 05401

**INSURED**

Mary Hitchcock Memorial Hospital  
One Medical Center Drive  
Lebanon, NH 03756  
(603)653-6850

This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.

**COVERAGES**

The Policy listed below has been issued to the Named Insured above for the Policy Period notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued. The insurance afforded by the policy is subject to all the terms, exclusions and conditions of the policy. Limits shown may have been reduced by paid claims.

TYPE OF INSURANCE		POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
GENERAL LIABILITY		0002021-A	7/1/2021	7/1/2022	EACH OCCURRENCE	\$1,000,000
					DAMAGE TO RENTED PREMISES	\$1,000,000
X	CLAIMS MADE				MEDICAL EXPENSES	N/A
					PERSONAL & ADV INJURY	\$1,000,000
	OCCURRENCE				GENERAL AGGREGATE	
OTHER					PRODUCTS-COMP/OP AGG	\$1,000,000
PROFESSIONAL LIABILITY		0002021-A	07/01/2021	07/01/2022	EACH CLAIM	\$1,000,000
X	CLAIMS MADE				ANNUAL AGGREGATE	\$3,000,000
	OCCURENCE					
OTHER						

DESCRIPTION OF OPERATIONS/ LOCATIONS/ VEHICLES/ SPECIAL ITEMS (LIMITS MAY BE SUBJECT TO RETENTIONS)

Certificate is issued as evidence of insurance.

**CERTIFICATE HOLDER**

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

**CANCELLATION**

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 DAYS written notice to the certificate holder named below, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

**AUTHORIZED REPRESENTATIVES**





DARTHT-01

ASTOBERT

# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
6/30/2021

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

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

<b>PRODUCER</b> License # 1780862 HUB International New England 275 US Route 1 Cumberland Foreside, ME 04110	<b>CONTACT</b> Angela Columbus PHONE (A/C, No. Ext): (774) 233-6204 FAX (A/C, No.): E-MAIL: Angela.Columbus@hubinternational.com														
<b>INSURED</b>  Dartmouth-Hitchcock Health 1 Medical Center Dr. Lebanon, NH 03756	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Safety National Casualty Corporation</td> <td>15105</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Safety National Casualty Corporation	15105	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:																																			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.																																					
<table border="1"> <thead> <tr> <th>USER LTR</th> <th>TYPE OF INSURANCE</th> <th>ADOL SUBR RTO WAO</th> <th>POLICY NUMBER</th> <th>POLICY EFF (MM/DD/YYYY)</th> <th>POLICY EXP (MM/DD/YYYY)</th> <th>LIMITS</th> </tr> </thead> <tbody> <tr> <td></td> <td> <b>COMMERCIAL GENERAL LIABILITY</b>  <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR    <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER:  <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC            OTHER:         </td> <td></td> <td></td> <td></td> <td></td> <td>           EACH OCCURRENCE \$            DAMAGE TO RENTED PREMISES (Ea occurrence) \$            MED EXP (Any one person) \$            PERSONAL &amp; ADV INJURY \$            GENERAL AGGREGATE \$            PRODUCTS - COMPTOP AGG \$            \$         </td> </tr> <tr> <td></td> <td> <b>AUTOMOBILE LIABILITY</b>  <input type="checkbox"/> ANY AUTO  <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS  <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY         </td> <td></td> <td></td> <td></td> <td></td> <td>           COMBINED SINGLE LIMIT (Ea accident) \$            BODILY INJURY (Per person) \$            BODILY INJURY (Per accident) \$            PROPERTY DAMAGE (Per accident) \$            \$         </td> </tr> <tr> <td></td> <td> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR  <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE            DED RETENTION \$         </td> <td></td> <td></td> <td></td> <td></td> <td>           EACH OCCURRENCE \$            AGGREGATE \$            \$         </td> </tr> <tr> <td>A</td> <td> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>            ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)            If yes, describe under DESCRIPTION OF OPERATIONS below         </td> <td>Y/N N/A</td> <td>AGC4063185</td> <td>7/1/2021</td> <td>7/1/2022</td> <td>           X PER STATUTE <input type="checkbox"/> OTH+ ER            E.L. EACH ACCIDENT \$ 1,000,000            E.L. DISEASE - EA EMPLOYEE \$ 1,000,000            E.L. DISEASE - POLICY LIMIT \$ 1,000,000         </td> </tr> </tbody> </table>	USER LTR	TYPE OF INSURANCE	ADOL SUBR RTO WAO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPTOP AGG \$ \$		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$		<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$	A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	AGC4063185	7/1/2021	7/1/2022	X PER STATUTE <input type="checkbox"/> OTH+ ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000		
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Evidence of Workers Compensation coverage for

Cheshire Medical Center  
 Dartmouth-Hitchcock Health  
 Mary Hitchcock Memorial Hospital  
 Alice Peck Day Memorial Hospital  
 New London Hospital Association  
 Mt. Ascutney Hospital and Health Center

<b>CERTIFICATE HOLDER</b>  NH DHHS 129 Pleasant Street Concord, NH 03301	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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## Dartmouth-Hitchcock

Dartmouth-Hitchcock (D-H) is comprised of the Dartmouth-Hitchcock Medical Center and several clinics throughout New Hampshire and Vermont. Our physicians and researchers collaborate with Geisel School of Medicine scientists and faculty as well as other leading health care organizations to develop new treatments at the cutting edge of medical practice bringing the latest medical discoveries to the patient.

Dartmouth-Hitchcock includes:



### Dartmouth-Hitchcock Medical Center (DHMC)

DHMC is the state's only academic medical center, and the only Level I Adult and Pediatric Trauma Center in New Hampshire. The Dartmouth-Hitchcock Advanced Response Team (DHART), based in Lebanon and Manchester, provides ground and air medical transportation to communities throughout northern New England. DHMC was named in 2020 as the #1 hospital in New Hampshire by U.S. News & World Report (<https://health.usnews.com/best-hospitals/area/nh>), and recognized for high performance in nine clinical specialties, procedures, and conditions.





### **The Dartmouth-Hitchcock Clinic**

The Dartmouth-Hitchcock Clinic is a network of primary and speciality care physicians located throughout New Hampshire and Vermont, with major community group practices in Lebanon, Concord, Manchester, Nashua, and Keene, NH, and Bennington, VT.



### **Mary Hitchcock Memorial Hospital**

Mary Hitchcock Memorial Hospital is New Hampshire's only teaching hospital, with an inpatient capacity of 396 beds.



### **Children's Hospital at Dartmouth-Hitchcock (CHaD)**

CHaD is New Hampshire's only children's hospital and a member of the Children's Hospital Association, providing advanced pediatric inpatient, outpatient and surgical services at DHMC in Lebanon as well as in Bedford, Concord, Manchester, Nashua, and Dover, NH.





## **Norris Cotton Cancer Center (NCCC)**

NCCC is a designated Comprehensive Cancer Center by the National Cancer Institute, and is one of the premier facilities for cancer treatment, research, prevention, and education. Interdisciplinary teams, devoted to the treatment of specific types of cancer, work together to care for patients of all ages in Lebanon, Manchester, Nashua, Keene, NH, and St. Johnsbury, VT.

## **Our mission, vision, and values**

### **Our mission**

We advance health through research, education, clinical practice and community partnerships, providing each person the best care, in the right place, at the right time, every time.

### **Our vision**

Achieve the healthiest population possible, leading the transformation of health care in our region and setting the standard for our nation.

### **Our values**

- Respect
- Integrity
- Commitment
- Transparency
- Trust
- Teamwork
- Stewardship
- Community



## **Learn more about us**

- **Facts and Figures**
- **Community Outreach**
- **Collaborations**
- **Population Health**
- **Awards and Honors**
- **History**



# **Dartmouth-Hitchcock Health and Subsidiaries**

**Report on Federal Awards in Accordance With the  
Uniform Guidance**

**June 30, 2019**

**EIN #02-0222140**



# **Dartmouth-Hitchcock Health and Subsidiaries**

## **Index**

### **June 30, 2019**

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**Part I**

**Financial Statements and  
Schedule of Expenditures of Federal Awards**





## **Report of Independent Auditors**

To the Board of Trustees of  
Dartmouth-Hitchcock Health and subsidiaries

### **Report on the Consolidated Financial Statements**

We have audited the accompanying consolidated financial statements of Dartmouth-Hitchcock Health and its subsidiaries (the "Health System"), which comprise the consolidated balance sheets as of June 30, 2019 and 2018, and the related consolidated statements of operations and changes in net assets and of cash flows for the years then ended, and the related notes to the financial statements.

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

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

### ***Auditors' Responsibility***

Our responsibility is to express an opinion on the consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

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





### ***Opinion***

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of Dartmouth-Hitchcock Health and its subsidiaries as of June 30, 2019 and 2018, and the results of their operations, changes in net assets and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

### ***Emphasis of Matter***

As discussed in Note 2 to the consolidated financial statements, the Health System changed the manner in which it accounts for revenue recognition from contracts with customers and the manner in which it presents net assets and reports certain aspects of its financial statements as a not-for-profit entity in 2019. Our opinion is not modified with respect to this matter.

### ***Other Matters***

#### ***Other Information***

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements taken as a whole. The consolidating information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The consolidating information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves and other additional procedures, in accordance with auditing standards generally accepted in the United States of America. In our opinion, the consolidating information is fairly stated, in all material respects, in relation to the consolidated financial statements taken as a whole. The consolidating information is presented for purposes of additional analysis of the consolidated financial statements rather than to present the financial position, results of its operations, changes in net assets and cash flows of the individual companies and is not a required part of the consolidated financial statements. Accordingly, we do not express an opinion on the financial position, results of operations, changes in net assets and cash flows of the individual companies.

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying schedule of expenditures of federal awards for the year ended June 30, 2019 is presented for purposes of additional analysis as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and is not a required part of the consolidated financial statements. The information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures, in accordance with auditing standards generally accepted in the United States of America. In





our opinion, the schedule of expenditures of federal awards is fairly stated, in all material respects, in relation to the consolidated financial statements taken as a whole.

***Other Reporting Required by Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated November 26, 2019 on our consideration of the Health System's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters for the year ended June 30, 2019. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Health System's internal control over financial reporting and compliance.

*Primatechouse Corp 11P*

Boston, Massachusetts  
November 26, 2019



**Dartmouth-Hitchcock Health and Subsidiaries**  
**Consolidated Balance Sheets**  
**June 30, 2019 and 2018**

*(in thousands of dollars)*

	2019	2018
<b>Assets</b>		
Current assets		
Cash and cash equivalents	\$ 143,587	\$ 200,169
Patient accounts receivable, net of estimated uncollectible of \$132,228 at June 30, 2018 (Note 4)	221,125	219,228
Prepaid expenses and other current assets	95,495	97,502
Total current assets	460,207	516,899
Assets limited as to use (Notes 5 and 7)	876,249	706,124
Other investments for restricted activities (Notes 5 and 7)	134,119	130,896
Property, plant, and equipment, net (Note 6)	621,256	607,321
Other assets	124,471	108,785
Total assets	<u>\$ 2,216,302</u>	<u>\$ 2,070,025</u>
<b>Liabilities and Net Assets</b>		
Current liabilities		
Current portion of long-term debt (Note 10)	\$ 10,914	\$ 3,464
Current portion of liability for pension and other postretirement plan benefits (Note 11)	3,468	3,311
Accounts payable and accrued expenses (Note 13)	113,817	95,753
Accrued compensation and related benefits	128,408	125,576
Estimated third-party settlements (Note 4)	41,570	41,141
Total current liabilities	298,177	269,245
Long-term debt, excluding current portion (Note 10)	752,180	752,975
Insurance deposits and related liabilities (Note 12)	58,407	55,516
Liability for pension and other postretirement plan benefits, excluding current portion (Note 11)	281,009	242,227
Other liabilities	124,136	88,127
Total liabilities	<u>1,513,909</u>	<u>1,408,090</u>
Commitments and contingencies (Notes 4, 6, 7, 10, and 13)		
Net assets		
Net assets without donor restrictions (Note 9)	559,933	524,102
Net assets with donor restrictions (Notes 8 and 9)	142,460	137,833
Total net assets	<u>702,393</u>	<u>661,935</u>
Total liabilities and net assets	<u>\$ 2,216,302</u>	<u>\$ 2,070,025</u>

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



**Dartmouth-Hitchcock Health and Subsidiaries**  
**Consolidated Statements of Operations and Changes in Net Assets**  
**Years Ended June 30, 2019 and 2018**

<i>(in thousands of dollars)</i>	<b>2019</b>	<b>2018</b>
<b>Operating revenue and other support</b>		
Patient service revenue	\$ 1,999,323	\$ 1,899,095
Provision for bad debts (Notes 2 and 4)	-	47,367
Net patient service revenue	1,999,323	1,851,728
Contracted revenue (Note 2)	75,017	54,969
Other operating revenue (Notes 2 and 5)	210,698	148,946
Net assets released from restrictions	14,105	13,461
Total operating revenue and other support	2,299,143	2,069,104
<b>Operating expenses</b>		
Salaries	1,062,551	989,263
Employee benefits	251,591	229,683
Medical supplies and medications	407,875	340,031
Purchased services and other	323,435	291,372
Medicaid enhancement tax (Note 4)	70,061	67,692
Depreciation and amortization	88,414	84,778
Interest (Note 10)	25,514	18,822
Total operating expenses	2,229,441	2,021,641
Operating income (loss)	69,702	47,463
<b>Nonoperating gains (losses)</b>		
Investment income, net (Note 5)	40,052	40,387
Other losses, net (Note 10)	(3,562)	(2,908)
Loss on early extinguishment of debt	(87)	(14,214)
Loss due to swap termination	-	(14,247)
Total nonoperating gains, net	36,403	9,018
Excess of revenue over expenses	\$ 106,105	\$ 56,481



**Dartmouth-Hitchcock Health and Subsidiaries**  
**Consolidated Statements of Operations and Changes in Net Assets**  
**Years Ended June 30, 2019 and 2018**

<i>(in thousands of dollars)</i>	2019	2018
<b>Net assets without donor restrictions</b>		
Excess of revenue over expenses	\$ 106,105	\$ 56,481
Net assets released from restrictions	1,769	16,313
Change in funded status of pension and other postretirement benefits (Note 11)	(72,043)	8,254
Other changes in net assets	-	(185)
Change in fair value of interest rate swaps (Note 10)	-	4,190
Change in interest rate swap effectiveness	-	14,102
Increase in net assets without donor restrictions	<u>35,831</u>	<u>99,155</u>
<b>Net assets with donor restrictions</b>		
Gifts, bequests, sponsored activities	17,436	14,171
Investment income, net	2,682	4,354
Net assets released from restrictions	(15,874)	(29,774)
Contribution of assets with donor restrictions from acquisition	383	-
Increase (decrease) in net assets with donor restrictions	<u>4,627</u>	<u>(11,249)</u>
Change in net assets	<u>40,458</u>	<u>87,906</u>
<b>Net assets</b>		
Beginning of year	<u>661,935</u>	<u>574,029</u>
End of year	<u>\$ 702,393</u>	<u>\$ 661,935</u>

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



# Dartmouth-Hitchcock Health and Subsidiaries

## Consolidated Statements of Cash Flows

### Years Ended June 30, 2019 and 2018

<i>(in thousands of dollars)</i>	2019	2018
<b>Cash flows from operating activities</b>		
Change in net assets	\$ 40,458	\$ 87,906
Adjustments to reconcile change in net assets to net cash provided by operating and nonoperating activities		
Change in fair value of interest rate swaps	-	(4,897)
Provision for bad debt	-	47,367
Depreciation and amortization	88,770	84,947
Change in funded status of pension and other postretirement benefits	72,043	(8,254)
(Gain) on disposal of fixed assets	(1,101)	(125)
Net realized gains and change in net unrealized gains on investments	(31,397)	(45,701)
Restricted contributions and investment earnings	(2,292)	(5,460)
Proceeds from sales of securities	1,167	1,531
Loss from debt defeasance	-	14,214
Changes in assets and liabilities		
Patient accounts receivable, net	(1,803)	(29,335)
Prepaid expenses and other current assets	2,149	(8,299)
Other assets, net	(9,052)	(11,665)
Accounts payable and accrued expenses	17,898	19,693
Accrued compensation and related benefits	2,335	10,665
Estimated third-party settlements	429	13,708
Insurance deposits and related liabilities	2,378	4,556
Liability for pension and other postretirement benefits	(33,104)	(32,399)
Other liabilities	12,267	(2,421)
Net cash provided by operating and nonoperating activities	<u>161,145</u>	<u>136,031</u>
<b>Cash flows from investing activities</b>		
Purchase of property, plant, and equipment	(82,279)	(77,598)
Proceeds from sale of property, plant, and equipment	2,188	-
Purchases of investments	(361,407)	(279,407)
Proceeds from maturities and sales of investments	219,996	273,409
Cash received through acquisition	4,863	-
Net cash used in investing activities	<u>(216,639)</u>	<u>(83,596)</u>
<b>Cash flows from financing activities</b>		
Proceeds from line of credit	30,000	50,000
Payments on line of credit	(30,000)	(50,000)
Repayment of long-term debt	(29,490)	(413,104)
Proceeds from issuance of debt	26,338	507,791
Repayment of interest rate swap	-	(16,019)
Payment of debt issuance costs	(228)	(4,892)
Restricted contributions and investment earnings	2,292	5,460
Net cash (used in) provided by financing activities	<u>(1,088)</u>	<u>79,236</u>
(Decrease) increase in cash and cash equivalents	<u>(56,582)</u>	<u>131,671</u>
<b>Cash and cash equivalents</b>		
Beginning of year	200,169	68,498
End of year	<u>\$ 143,587</u>	<u>\$ 200,169</u>
<b>Supplemental cash flow information</b>		
Interest paid	\$ 23,977	\$ 18,029
Net assets acquired as part of acquisition, net of cash acquired	(4,863)	-
Noncash proceeds from issuance of debt	-	137,281
Use of noncash proceeds to refinance debt	-	137,281
Construction in progress included in accounts payable and accrued expenses	1,546	1,569
Equipment acquired through issuance of capital lease obligations	-	17,670
Donated securities	1,167	1,531

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



# **Dartmouth-Hitchcock Health and Subsidiaries**

## **Notes to Consolidated Financial Statements**

### **June 30, 2019 and 2018**

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#### **1. Organization and Community Benefit Commitments**

Dartmouth-Hitchcock Health (D-HH) serves as the sole corporate member of the following entities: Dartmouth-Hitchcock Clinic and Subsidiaries (DHC), Mary Hitchcock Memorial Hospital and Subsidiaries (MHMH), (DHC and MHMH together are referred to as D-H), The New London Hospital Association and Subsidiaries (NLH), Windsor Hospital Corporation (d/b/a Mt. Ascutney Hospital and Health Center) and Subsidiaries (MAHHC), Cheshire Medical Center and Subsidiaries (Cheshire), Alice Peck Day Memorial Hospital and, effective July 1, 2018, Subsidiary (APD), and the Visiting Nurse and Hospice for Vermont and New Hampshire and Subsidiaries (VNH). The "Health System" consists of D-HH, its members and their subsidiaries.

The Health System currently operates one tertiary, one community and three acute care (critical access) hospitals in New Hampshire (NH) and Vermont (VT). One facility provides inpatient and outpatient rehabilitation medicine and long-term care. The Health System also operates multiple physician practices, a nursing home, a continuing care retirement community, and a home health and hospice service. The Health System operates a graduate level program for health professions and is the principal teaching affiliate of the Geisel School of Medicine (Geisel), a component of Dartmouth College.

D-HH, Dartmouth-Hitchcock Clinic, Mary Hitchcock Memorial Hospital, The New London Hospital Association, Cheshire Medical Center, and Alice Peck Day Memorial Hospital are NH not-for-profit corporations exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code (IRC). Windsor Hospital Corporation and the Visiting Nurse and Hospice of VT and NH are VT not-for-profit corporations exempt from federal income taxes under Section 501(c)(3) of the IRC.

#### **Community Benefits**

The mission of the Health System is to advance health through clinical practice and community partnerships, research and education, providing each person the best care, in the right place, at the right time, every time.

Consistent with this mission, the Health System provides high quality, cost effective, comprehensive, and integrated healthcare to individuals, families, and the communities it serves regardless of a patient's ability to pay. The Health System actively supports community-based healthcare and promotes the coordination of services among healthcare providers and social services organizations. In addition, the Health System also seeks to work collaboratively with other area healthcare providers to improve the health status of the region. As a component of an integrated academic medical center, the Health System provides significant support for academic and research programs.

Certain member hospitals of the Health System file annual Community Benefits Reports with the State of NH which outline the community and charitable benefits each provides. VT hospitals are not required by law to file a state community benefit report. The categories used in the Community Benefit Reports to summarize these benefits are as follows:

- *Community Health Services* include activities carried out to improve community health and could include community health education (such as classes, programs, support groups, and materials that promote wellness and prevent illness), community-based clinical services (such as free clinics and health screenings), and healthcare support services (enrollment assistance in public programs, assistance in obtaining free or reduced costs medications, telephone information services, or transportation programs to enhance access to care, etc.).



## Dartmouth-Hitchcock Health and Subsidiaries

### Notes to Consolidated Financial Statements

#### June 30, 2019 and 2018

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- *Health Professions Education* includes uncompensated costs of training medical students, Residents, nurses, and other health care professionals.
- *Subsidized health services* are services provided by the Health System, resulting in financial losses that meet the needs of the community and would not otherwise be available unless the responsibility was assumed by the government.
- *Research support and other grants* represent costs in excess of awards for numerous health research and service initiatives awarded to the organizations within the Health System.
- *Financial Contributions* include financial contributions of cash, as well as in-kind contributions such as time, supplies, and expertise to local organizations to address community health needs.
- *Community-Building Activities* include expenses incurred to support the development of programs and partnerships intended to address public health challenges as well as social and economic determinants of health. Examples include physical improvements and housing, economic development, support system enhancements, environmental improvements, leadership development and training for community members, community health improvement advocacy, and workforce enhancement.
- *Community Benefit Operations* includes costs associated with staff dedicated to administering benefit programs, community health needs assessment costs, and other costs associated with community benefit planning and operations.
- *Charity Care and Costs of Government Sponsored Health Care* includes losses, at-cost, incurred by providing health care services to persons qualifying for hospital financial assistance programs, and uncompensated costs of providing health care services to patients who are Medicaid Beneficiaries.
- *The uncompensated cost of care for Medicaid patients* reported in the unaudited Community Benefits Reports for 2018 was approximately \$139,683,000. The 2019 Community Benefits Reports are expected to be filed in February 2020.

The following table summarizes the value of the community benefit initiatives outlined in the Health System's most recently filed Community Benefit Reports for the year ended June 30, 2018:

(in thousands of dollars)

Government-sponsored healthcare services	\$	246,064
Health professional education		33,067
Charity care		13,243
Subsidized health services		11,993
Community health services		6,570
Research		5,969
Community building activities		2,540
Financial contributions		2,360
Community benefit operations		1,153
Total community benefit value	\$	<u>322,959</u>



## **Dartmouth-Hitchcock Health and Subsidiaries**

### **Notes to Consolidated Financial Statements**

#### **June 30, 2019 and 2018**

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## **2. Summary of Significant Accounting Policies**

### **Basis of Presentation**

The consolidated financial statements are prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America, and have been prepared consistent with the Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 954, *Healthcare Entities*, which addresses the accounting for healthcare entities. The net assets, revenue, expenses, and gains and losses of healthcare entities are classified based on the existence or absence of donor-imposed restrictions. Accordingly, net assets without donor restrictions are amounts not subject to donor-imposed stipulations and are available for operations. Net assets with donor restrictions are those whose use has been limited by donors to a specific time period or purpose, or whose use has been restricted by donors to be maintained in perpetuity. All significant intercompany transactions have been eliminated upon consolidation.

### **Use of Estimates**

The preparation of the consolidated financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the dates of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting periods. The most significant areas that are affected by the use of estimates include implicit and explicit pricing concessions, valuation of certain investments, estimated third-party settlements, insurance reserves, and pension obligations. Actual results may differ from those estimates.

### **Excess of Revenue Over Expenses**

The consolidated statements of operations and changes in net assets include the excess of revenue over expenses. Operating revenues consist of those items attributable to the care of patients, including contributions and investment income on investments of net assets without donor restrictions, which are utilized to provide charity and other operational support. Peripheral activities, including contribution of net assets without donor restrictions from acquisitions, loss on early extinguishment of debt, loss due to swap termination, realized gains/losses on sales of investment securities and changes in unrealized gains/losses in investments are reported as nonoperating gains (losses).

Changes in net assets without donor restrictions which are excluded from the excess of revenue over expenses, consistent with industry practice, include contributions of long-lived assets (including assets acquired using contributions which by donor restriction were to be used for the purpose of acquiring such assets), change in funded status of pension and other postretirement benefit plans, and the effective portion of the change in fair value of interest rate swaps.

### **Charity Care**

The Health System provides care to patients who meet certain criteria under their financial assistance policies without charge or at amounts less than their established rates. Because the Health System does not anticipate collection of amounts determined to qualify as charity care, they are not reported as revenue.



## **Dartmouth-Hitchcock Health and Subsidiaries**

### **Notes to Consolidated Financial Statements**

#### **June 30, 2019 and 2018**

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The Health System grants credit without collateral to patients. Most are local residents and are insured under third-party arrangements. The amount of charges for implicit price concessions is based upon management's assessment of historical and expected net collections, business and economic conditions, trends in federal and state governmental healthcare coverage, and other collection indicators (Notes 1 and 4).

#### **Patient Service Revenue**

The Health System applies the accounting provisions of ASC 606, *Revenue from Contracts with Customers* (ASC 606). Patient service revenue is reported at the amount of consideration to which the Health System expects to be entitled from patients, third party payors, and others for services rendered, including estimated retroactive adjustments under reimbursement agreements with third-party payors and implicit pricing concessions. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and adjusted in future periods as estimates change or final settlements are determined (Note 4).

#### **Contracted Revenue**

The Health System has various Professional Service Agreements (PSAs), pursuant to which certain organizations purchase services of personnel employed by the Health System and also lease space and equipment. Revenue pursuant to these PSAs and certain facility and equipment leases and other professional service contracts have been classified as contracted revenue in the accompanying consolidated statements of operations and changes in net assets.

#### **Other Revenue**

The Health System recognizes other revenue which is not related to patient medical care but is central to the day-to-day operations of the Health System. Other revenue primarily consists of revenue from retail pharmacy, which the Health System records as customer revenues in the amounts that reflect the consideration to which it expects to be entitled in exchange for the prescription. Other revenue also includes joint operating agreements, grant revenue, cafeteria sales and other support service revenue.

#### **Cash Equivalents**

Cash equivalents include investments in highly liquid investments with maturities of three months or less when purchased, excluding amounts where use is limited by internal designation or other arrangements under trust agreements or by donors.

#### **Investments and Investment Income**

Investments in equity securities with readily determinable fair values, mutual funds and pooled/commingled funds, and all investments in debt securities are considered to be trading securities reported at fair value with changes in fair value included in the excess of revenues over expenses. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date (Note 7).

Investments in pooled/commingled investment funds, private equity funds and hedge funds that represent investments where the Health System owns shares or units of funds rather than the underlying securities in that fund are valued using the equity method of accounting with changes in value recorded in the excess of revenues over expenses. All investments, whether held at fair value or under the equity method of accounting, are reported at what the Health System believes to be the amount they would expect to receive if it liquidated its investments at the balance sheet dates on a nondistressed basis.



## **Dartmouth-Hitchcock Health and Subsidiaries**

### **Notes to Consolidated Financial Statements**

#### **June 30, 2019 and 2018**

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Certain members of the Health System are partners in a NH general partnership established for the purpose of operating a master investment program of pooled investment accounts. Substantially all of the Health System's board-designated assets with donor restrictions, such as endowment funds, were invested in these pooled funds by purchasing units based on the market value of the pooled funds at the end of the month prior to receipt of any new additions to the funds. Interest, dividends, and realized and unrealized gains and losses earned on pooled funds are allocated monthly based on the weighted average units outstanding at the prior month-end.

Investment income or losses (including change in unrealized and realized gains and losses on investments, change in value of equity method investments, interest, and dividends) are included in the excess of revenue over expenses and classified as nonoperating gains and losses, unless the income or loss is restricted by donor or law (Note 9).

#### **Fair Value Measurement of Financial Instruments**

The Health System estimates fair value based on a valuation framework that uses a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements). The three levels of fair value hierarchy, as defined by ASC 820, *Fair Value Measurements and Disclosures*, are described below:

- |         |  |
|---------|--|
| Level 1 | Unadjusted quoted prices in active markets that are accessible at the measurement date for assets or liabilities.                  |
| Level 2 | Prices other than quoted prices in active markets that are either directly or indirectly observable as of the date of measurement. |
| Level 3 | Prices or valuation techniques that are both significant to the fair value measurement and unobservable.                           |

The Health System applies the accounting provisions of Accounting Standards Update (ASU) 2009-12, *Investments in Certain Entities That Calculate Net Asset Value per Share (or its Equivalent)* (ASU 2009-12). ASU 2009-12 allows for the estimation of fair value of investments for which the investment does not have a readily determinable fair value, to use net asset value (NAV) per share or its equivalent as a practical expedient, subject to the Health System's ability to redeem its investment.

The carrying amount of patient accounts receivable, prepaid and other current assets, accounts payable and accrued expenses approximates fair value due to the short maturity of these instruments.

#### **Property, Plant, and Equipment**

Property, plant, and equipment, and other real estate are stated at cost at the time of purchase or fair value at the time of donation, less accumulated depreciation. The Health System's policy is to capitalize expenditures for major improvements and to charge expense for maintenance and repair expenditures which do not extend the lives of the related assets. The provision for depreciation has been determined using the straight-line method at rates which are intended to amortize the cost of assets over their estimated useful lives which range from 10 to 40 years for buildings and improvements, 2 to 20 years for equipment, and the shorter of the lease term, or 5 to 12 years, for leasehold improvements. Certain software development costs are amortized using the straight-line method over a period of up to 10 years. Net interest cost incurred on borrowed funds during the



## **Dartmouth-Hitchcock Health and Subsidiaries**

### **Notes to Consolidated Financial Statements**

#### **June 30, 2019 and 2018**

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period of construction of capital assets is capitalized as a component of the cost of acquiring those assets.

The fair value of a liability for legal obligations associated with asset retirements is recognized in the period in which it is incurred, if a reasonable estimate of the fair value of the obligation can be made. When a liability is initially recorded, the cost of the asset retirement obligation is capitalized by increasing the carrying amount of the related long-lived asset. Over time, the liability is accreted to its present value each period and the capitalized cost associated with the retirement is depreciated over the useful life of the related asset. Upon settlement of the obligation, any difference between the actual cost to settle the asset retirement obligation and the liability recorded is recognized as a gain or loss in the consolidated statements of operations and changes in net assets.

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

#### **Bond Issuance Costs**

Bond issuance costs, classified on the consolidated balance sheets within long-term debt, are amortized over the term of the related bonds. Amortization is recorded within interest expense in the consolidated statements of operations and changes in net assets using the straight-line method which approximates the effective interest method.

#### **Intangible Assets and Goodwill**

The Health System records within other assets on the consolidated balance sheets goodwill and intangible assets such as trade names and leases-in-place. The Health System considers trade names and goodwill to be indefinite-lived assets, assesses them at least annually for impairment or more frequently if certain events or circumstances warrant and recognizes impairment charges for amounts by which the carrying values exceed their fair values. The Health System has recorded \$10,524,000 and \$2,462,000 as intangible assets associated with its affiliations as of June 30, 2019 and 2018, respectively.

#### **Derivative Instruments and Hedging Activities**

The Health System applies the provisions of ASC 815, *Derivatives and Hedging*, to its derivative instruments, which require that all derivative instruments be recorded at their respective fair values in the consolidated balance sheets.

On the date a derivative contract is entered into, the Health System designates the derivative as a cash-flow hedge of a forecasted transaction or the variability of cash flows to be received or paid related to a recognized asset or liability. For all hedge relationships, the Health System formally documents the hedging relationship and its risk-management objective and strategy for undertaking the hedge, the hedging instrument, the nature of the risk being hedged, how the hedging instrument's effectiveness in offsetting the hedged risk will be assessed, and a description of the method of measuring ineffectiveness. This process includes linking cash-flow hedges to specific assets and liabilities on the consolidated balance sheets, specific firm commitments or forecasted transactions. The Health System also formally assesses, both at the hedge's inception and on an ongoing basis, whether the derivatives that are used in hedging transactions are highly



## **Dartmouth-Hitchcock Health and Subsidiaries**

### **Notes to Consolidated Financial Statements**

#### **June 30, 2019 and 2018**

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effective in offsetting changes in variability of cash flows of hedged items. Changes in the fair value of a derivative that is highly effective and that is designated and qualifies as a cash-flow hedge are recorded in net assets without donor restrictions until earnings are affected by the variability in cash flows of the designated hedged item. The ineffective portion of the change in fair value of a cash flow hedge is reported in excess of revenue over expenses in the consolidated statements of operations and changes in net assets.

The Health System discontinues hedge accounting prospectively when it is determined: (a) the derivative is no longer effective in offsetting changes in the cash flows of the hedged item; (b) the derivative expires or is sold, terminated, or exercised; (c) the derivative is undesignated as a hedging instrument because it is unlikely that a forecasted transaction will occur; (d) a hedged firm commitment no longer meets the definition of a firm commitment; and (e) management determines that designation of the derivative as a hedging instrument is no longer appropriate.

In all situations in which hedge accounting is discontinued, the Health System continues to carry the derivative at its fair value on the consolidated balance sheets and recognizes any subsequent changes in its fair value in excess of revenue over expenses.

#### **Gifts**

Gifts without donor restrictions are recorded net of related expenses as nonoperating gains. Conditional promises to give and indications of intentions to give to the Health System are reported at fair value at the date the gift is received. Gifts are reported with donor restrictions if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, net assets with donor restrictions are reclassified as net assets without donor restrictions and reported in the consolidated statements of operations and changes in net assets as net assets released from restrictions.

#### **Recently Issued Accounting Pronouncements**

In May 2014, the FASB issued ASU 2014-09 - *Revenue from Contracts with Customers (ASC 606)* and in August 2015, the FASB amended the guidance to defer the effective date of this standard by one year. ASU 2014-09 affects any entity that either enters into contracts with customers to transfer goods or services or enters into contracts for the transfer of nonfinancial assets unless those contracts are within the scope of other standards. The core principle of the guidance in ASU 2014-09 is that an entity should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. The Health System adopted ASU 2014-09 effective July 1, 2018 under the modified retrospective method, and has provided the new disclosures required post implementation. For example, patient accounts receivable are shown net of the allowance for doubtful accounts of approximately \$132,228,000 as of June 30, 2018 on the consolidated balance sheet. If an allowance for doubtful accounts had been presented as of June 30, 2019, it would have been approximately \$121,544,000. While the adoption of ASU 2014-09 has had a material effect on the presentation of revenues in the Health System's consolidated statements of operations and changes in net assets, and has had an impact on certain disclosures, it has not materially impacted the financial position, results of operations or cash flows. Refer to Note 4, Patient Service Revenue and Accounts Receivable, for further details.



## **Dartmouth-Hitchcock Health and Subsidiaries**

### **Notes to Consolidated Financial Statements**

#### **June 30, 2019 and 2018**

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In February 2016, the FASB issued ASU 2016-02 – *Leases (Topic 842)*, which requires a lessee to recognize a right-of-use asset and a lease liability, initially measured at the present value of the lease payments, on its balance sheet. The standard also requires a lessee to recognize a single lease cost, calculated so that the cost of the lease is allocated over the lease term, on a generally straight-line basis. The guidance also expands the required quantitative and qualitative disclosures surrounding leases. The ASU is effective for fiscal years beginning after December 15, 2018, or fiscal year 2020 for the Health System. The Health System is evaluating the impact of the new guidance on the consolidated financial statements.

In January 2016, the FASB issued ASU 2016-01- *Recognition and Measurement of Financial Assets and Financial Liabilities*, which address certain aspects of recognition, measurement, presentation and disclosure of financial instruments. This guidance allows an entity to choose, investment-by-investment, to report an equity investment that neither has a readily determinable fair value, nor qualifies for the practical expedient for fair value estimation using NAV, at its cost minus impairment (if any), plus or minus changes resulting from observable price changes in orderly transactions for the identical or similar investment of the same issue. Impairment of such investments must be assessed qualitatively at each reporting period. Entities must disclose their financial assets and liabilities by measurement category and form of asset either on the face of the balance sheet or in the accompanying notes. The ASU is effective for annual reporting periods beginning after December 15, 2018 or fiscal year 2020 for the Health System. The provision to eliminate the requirement to disclose the fair value of financial instruments measured at cost (such as the fair value of debt) was early adopted during the year ended June 30, 2017.

In August 2016, the FASB issued ASU 2016-14 - *Presentation of Financial Statements for Not-for-Profit Entities*. The new pronouncement amends certain financial reporting requirements for not-for-profit entities. It reduces the number of classes of net assets from three to two: net assets with donor restrictions includes amount previously disclosed as both temporarily and permanently restricted net assets, net assets without donor restrictions includes amounts previously disclosed as unrestricted net assets. It expands the disclosure of expenses by both natural and functional classification. It adds quantitative and qualitative disclosures about liquidity and availability of resources. The ASU is effective for the Health System for the year ending June 30, 2019. The Health System has adopted this ASU on a retrospective basis, except for the presentation of expenses based on natural and functional classification and the discussion of liquidity, as permitted in the ASU. Please refer to Note 14, Functional Expenses, and Note 15, Liquidity.

In June 2018, the FASB issued ASU 2018-08, *Not-for-Profit Entities (Topic 958), Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made*. The new pronouncement was intended to assist entities in evaluating whether transactions should be accounted for as contributions or exchange transactions and whether a contribution is conditional. This ASU was effective for the Health System on July 1, 2018 on a modified prospective basis and did not have a significant impact on the consolidated financial statements of the Health System.

### **3. Acquisitions**

Effective July 1, 2018, Alice Peck Day Memorial Hospital became the sole corporate member of APD LifeCare Center Inc. (LifeCare). LifeCare owns and operates Harvest Hill, an assisted living facility, the Woodlands, a residential living community and the Elizabeth S. Hughes Care Unit, which provides hospice care.



## **Dartmouth-Hitchcock Health and Subsidiaries**

### **Notes to Consolidated Financial Statements**

#### **June 30, 2019 and 2018**

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In accordance with applicable accounting guidance on not-for-profit mergers and acquisitions, Alice Peck Day Memorial Hospital recorded goodwill related to the acquisition of LifeCare of approximately \$5,131,000. Restricted contribution income of \$383,000 was recorded within net assets with donor restrictions in the accompanying consolidated statement of changes in net assets. Included in the transaction was LifeCare's cash balance of \$4,863,000. No consideration was exchanged for the net assets assumed and acquisition costs were expensed as incurred. LifeCare's financial position, results of operations and changes in net assets are included in the consolidated financial statements as of and for the year ended June 30, 2019.

#### **4. Patient Service Revenue and Accounts Receivable**

The Health System reports patient service revenue at amounts that reflect the consideration to which it expects to be entitled in exchange for providing patient care. These amounts are due from patients, third-party payers (including managed care payers and government programs), and others; and they include variable consideration for retroactive revenue adjustments due to settlement of audits, reviews, and investigations. Generally, the Health System bills patients and third-party payers several days after the services were performed or shortly after discharge. Revenue is recognized as performance obligations are satisfied under contracts by providing healthcare services to patients.

The Health System determines performance obligations based on the nature of the services provided. Revenues for performance obligations satisfied over time are recognized based on actual charges incurred in relation to total expected charges as this method provides a reasonable estimate of the transfer of services over the term of performance obligations based on inputs needed to satisfy the obligations. Generally, performance obligations satisfied over time relate to patients receiving inpatient acute care services. For inpatient services, performance obligations are measured from admission to the point when there are no further services required for the patient, which is generally the time of discharge. For outpatient services and physician services, performance obligations are recognized at a point in time when the services are provided and no further patient services are deemed necessary.

Generally, the Health System's patient service performance obligations relate to contracts with a duration of less than one year, therefore the Health System has elected to apply the optional exemption provided in ASC 606-10-50-14a and, therefore, we are not required to disclose the aggregate amount of the transaction price allocated to performance obligations that are unsatisfied or partially unsatisfied at the end of the reporting period. This generally refers to inpatient services at the end of the reporting period. The performance obligations for these contracts are generally completed when the patients are discharged, which generally occurs within days or weeks of the end of the reporting period.

Established charges represent gross charges. They are not the same as actual pricing, and they generally do not reflect what a hospital is ultimately entitled to for services it provides. Therefore, they are not displayed in the Health System's consolidated statements of operations and changes in net assets.

Hospitals are paid amounts negotiated with insurance companies or set by government entities, which are typically less than established or standard charges. Gross charges are used to calculate Medicare outlier payments and to determine certain elements of payment under managed care contracts. Gross charges are what hospitals charge all patients prior to the application of contractual adjustments and implicit price concessions.



## **Dartmouth-Hitchcock Health and Subsidiaries**

### **Notes to Consolidated Financial Statements**

#### **June 30, 2019 and 2018**

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#### **Explicit Pricing Concessions**

Revenues for the Health System under the traditional fee-for service Medicare and Medicaid programs are based on prospectively determined rates per discharge or visit, reasonable (allowable) cost, or prospective rates per episodic period, depending on the type of provider.

- Inpatient acute care services provided to Medicare program beneficiaries are paid using the prospective payment system ("PPS") to determine rates-per-discharge. These rates vary according to a patient classification system ("DRG"), based on diagnostic, clinical and other factors. In addition, inpatient capital costs (depreciation and interest) are reimbursed by Medicare on the basis of a prospectively determined rate per discharge. Medicare outpatient services are paid on a prospective payment system, based on a pre-determined amount for each outpatient procedure (APC), subject to various mandated modifications. Retrospectively determined cost-based revenues under these programs, such as indirect medical education, direct graduate medical education, disproportionate share hospital, transplant services, and bad debt reimbursement are based on the hospital's cost reports and are estimated using historical trends and current factors. The Health System's payments for inpatient services rendered to New Hampshire ("NH") and Vermont ("VT") Medicaid beneficiaries are based on PPS, while outpatient services are reimbursed on a retrospective cost basis or fee schedules for NH beneficiaries. VT outpatient beneficiaries are paid on a prospective basis per outpatient procedure.
- Inpatient acute, swing, and outpatient services furnished by critical access hospitals ("CAH") are reimbursed by Medicare at 101% of reasonable costs, subject to 2% sequestration, excluding ambulance services and inpatient hospice care.
- Providers of home health services to patients eligible for Medicare home health benefits are paid on a prospective basis, with no retrospective settlement. The prospective payment is based on the scoring attributed to the acuity level of the patient at a rate determined by federal guidelines.
- Hospice services to patients eligible for Medicare hospice benefits are paid on a per diem basis, with no retrospective settlement, provided the aggregate annual Medicare reimbursement is below a predetermined aggregate capitated rate.
- The Health System's cost based services to Medicare and Medicaid are reimbursed during the year based on varying interim payment methodologies. Final settlement is determined after the submission of an annual cost report and subject to audit of this report by Medicare and Medicaid auditors, as well as administrative and judicial review. Because the laws, regulations, and rule interpretations, governing Medicare and Medicaid reimbursement are complex and change frequently, the estimates recorded could change over time by material amounts.
- Revenues under Managed Care Plans (Plans) consist primarily of payment terms involving mutually agreed upon rates per diagnosis, discounted fee-for service rates, or similar contractual arrangements. These revenues are also subject to review and possible audit. The Plans are billed for patient services on an individual patient basis. An individual patient's bill is subject to adjustments in accordance with contractual terms in place with the Plans following their review and adjudication of each bill.



## **Dartmouth-Hitchcock Health and Subsidiaries**

### **Notes to Consolidated Financial Statements**

#### **June 30, 2019 and 2018**

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The Health System is not aware of any claims, disputes, or unsettled matters with any payer that would materially affect its revenues for which it has not adequately provided in the accompanying Health System's consolidated financial statements.

The Health System provides charity care to patients who are unable to pay for healthcare services they receive as determined by financial conditions. Patients who qualify receive partial or full adjustments to charges for services rendered. The Health System's policy is to treat amounts qualified as charity care as explicit price concessions and as such are not reported in net patient service revenue.

During fiscal year 2016, Vermont state legislation passed changes to the tax base for home health providers from 19.30% of core home health care services (primarily Medicaid services) with a cap of 6% of net patient service revenue to 3.63% of net patient revenue for fiscal year 2017 and fiscal year 2018. Home health provider tax paid, which is included in other operating expenses, was \$628,000 and \$737,000 in 2019 and 2018, respectively.

On June 30, 2014, the NH Governor signed into law a bi-partisan legislation reflecting an agreement between the State of NH and 25 NH hospitals on the Medicaid Enhancement Tax (MET) Senate Bill 369. As part of the agreement, the parties have agreed to resolve all pending litigation related to MET and Medicaid Rates, including the Catholic Medical Center Litigation, the Northeast Rehabilitation Litigation, 2014 DRA Refund Requests, and the State Rate Litigation. As part of the MET Agreement Effective July 1, 2014, a "Trust / Lock Box" dedicated funding mechanism will be established for receipt and distribution of all MET proceeds with all monies used exclusively to support Medicaid services.

On May 22, 2018, the State of New Hampshire and all New Hampshire hospitals (NH Hospitals) signed a new settlement agreement and multi-year plan for Disproportionate Share Hospital (DSH) payments, with provisions to create alternative payments should there be federal changes to the DSH program by the United States Congress. The agreement may change or limit federal matching funds for MET when used to support DSH payments to hospitals and the Medicaid program, or change the definition of Uncompensated Care (UCC) for purposes of calculating DSH or other allowable uncompensated care payments. The term of the agreement is through state fiscal year (SFY) 2024. Under the agreement, the NH Hospitals forgo approximately \$28,000,000 of DSH payment for SFY 2018 and 2019, in consideration of the State agreeing to form a pool of funds to make directed payments or otherwise increase rates to hospitals for SFY 2020 through 2024. The Federal share of payments to NH Hospitals are contingent upon the receipt of matching funds from Centers for Medicare & Medicaid Services (CMS) in the covered years. In the event that, due to changes in federal law, the State is unable to make payments in a way that ensures the federal matching funds are available, the Parties will meet and confer to negotiate in good faith an appropriate amendment to this agreement consistent with the intent of this agreement. The State is required to maintain the UCC Dedicated Fund pursuant to earlier agreements. The agreement prioritizes payments of funds to critical access hospitals at 75% of allowable UCC, the remainder thereafter is distributed to other NH Hospitals in proportion to their allowable uncompensated care amounts. During the term of this agreement, the NH Hospitals are barred from bringing a new claim in federal or state court or at Department of Revenue Administration (DRA) related to the constitutionality of MET.



## **Dartmouth-Hitchcock Health and Subsidiaries**

### **Notes to Consolidated Financial Statements**

#### **June 30, 2019 and 2018**

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During the years ended June 30, 2019 and 2018, the Health System received DSH payments of approximately, \$69,179,000 and \$66,383,000, respectively. DSH payments are subject to audit pursuant to the agreement with the state and therefore, for the years ended June 30, 2019 and 2018, the Health System recognized as revenue DSH receipts of approximately \$64,864,000 and approximately \$54,469,000, respectively.

During the years ended June 30, 2019 and 2018, the Health System recorded State of NH Medicaid Enhancement Tax ("MET") and State of VT Provider tax of \$70,061,000 and \$67,692,000, respectively. The taxes are calculated at 5.5% for NH and 6% for VT of certain net patient service revenues in accordance with instructions received from the States. The Provider taxes are included in operating expenses in the consolidated statements of operations and changes in net assets.

#### **Implicit Price Concessions**

Generally, patients who are covered by third-party payer contracts are responsible for related co-pays, co-insurance and deductibles, which vary depending on the contractual obligations of patients. The Health System also provides services to uninsured patients and offers those patients a discount from standard charges. The Health System estimates the transaction price for patients with co-pays, co-insurance, and deductibles and for those who are uninsured based on historical collection experience and current market conditions. The discount offered to uninsured patients reduces the transaction price at the time of billing. The uninsured and patient responsible accounts, net of discounts recorded, are further reduced through implicit price concessions based on historical collection trends for similar accounts and other known factors that impact the estimation process. Subsequent changes to the estimate of transaction price are generally recorded as adjustments to net patient service revenue in the period of change.

The implicit price concessions included in estimating the transaction price represent the difference between amounts billed to patients and the amounts the Health System expects to collect based on collection history with similar patients. Although outcomes vary, the Health System's policy is to attempt to collect amounts due from patients, including co-pays, co-insurance and deductibles due from insurance at the time of service while complying with all federal and state statutes and regulations, including but not limited to, the Emergency Medical Treatment and Active Labor Act (EMTALA). Through various systems and processes the Health System estimates Medicare and Medicaid net patient service revenue and cost report settlements and accrues final expected settlements. For filed cost reports, the accrual is recorded based on those filings, subsequent activity, and on historical trends and other relevant evidence. For periods in which a cost report is yet to be filed, accruals are based on estimates of what is expected to be reported, and any trends and relevant evidence. Cost reports generally must be filed within five months of the closing period.

Settlements with third-party payers for retroactive revenue adjustments due to audits, reviews or investigations are considered variable consideration and are included in the determination of the estimated transaction price for providing patient care using the most likely amount. These settlements are estimated based on the terms of the payment agreement with the payer, correspondence from the payer and historical settlement activity, including assessments to ensure that it is probable that a significant reversal in the amount of cumulative revenue recognized will not occur when the uncertainty associated with the retroactive adjustment is subsequently resolved. Estimated settlements are adjusted in future periods as adjustments become known, or as years are settled or are no longer subject to such audits, reviews or investigations. As of June 30, 2019 and 2018, the Health System had \$52,470,000 and \$52,041,000, respectively, reserved for estimated third-party settlements.



# **Dartmouth-Hitchcock Health and Subsidiaries**

## **Notes to Consolidated Financial Statements**

### **June 30, 2019 and 2018**

For the years ended June 30, 2019 and 2018, additional increases (decreases) in revenue of \$1,800,000 and (\$5,604,000), respectively, was recognized due to changes in its prior years related to estimated third-party settlements.

Net operating revenues for the hospital operations of the PPS and CAH, and other business segments consist primarily of patient service revenues, principally for patients covered by Medicare, Medicaid, managed care and other health plans as well as patients covered under the Health System's uninsured discount and charity care programs.

The table below shows the Health System's sources of net operating revenues presented at the net transaction price for the years ended June 30, 2019 and 2018.

<i>(in thousands of dollars)</i>	2019		
	PPS	CAH	Total
<b>Hospital</b>			
Medicare	\$ 456,197	\$ 72,193	\$ 528,390
Medicaid	134,727	12,794	147,521
Commercial	746,647	64,981	811,628
Self pay	8,811	2,313	11,124
	<u>1,346,382</u>	<u>152,281</u>	<u>1,498,663</u>
<b>Professional</b>			
Professional	454,425	23,707	478,132
VNH			22,528
Other revenue			285,715
Total operating revenue and other support	<u>\$ 1,800,807</u>	<u>\$ 175,988</u>	<u>\$ 2,285,038</u>

<i>(in thousands of dollars)</i>	2018		
	PPS	CAH	Total
<b>Hospital</b>			
Medicare	\$ 432,251	\$ 76,522	\$ 508,773
Medicaid	117,019	10,017	127,036
Commercial	677,162	65,916	743,078
Self pay	10,687	2,127	12,814
	<u>1,237,119</u>	<u>154,582</u>	<u>1,391,701</u>
<b>Professional</b>			
Professional	412,605	24,703	437,308
VNH			22,719
Other revenue			203,915
Total operating revenue and other support	<u>\$ 1,649,724</u>	<u>\$ 179,285</u>	<u>\$ 2,055,643</u>



## Dartmouth-Hitchcock Health and Subsidiaries

### Notes to Consolidated Financial Statements

#### June 30, 2019 and 2018

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#### Accounts Receivable

The principal components of patient accounts receivable as of June 30, 2019 and 2018 are as follows:

<i>(in thousands of dollars)</i>	2019	2018
Patient accounts receivable	\$ 221,125	\$ 351,456
Less: Allowance for doubtful accounts	-	(132,228)
Patient accounts receivable	<u>\$ 221,125</u>	<u>\$ 219,228</u>

The following table categorizes payors into four groups based on their respective percentages of gross patient accounts receivable as of June 30, 2019 and 2018:

	2019	2018
Medicare	34 %	34 %
Medicaid	12	14
Commercial	41	40
Self pay	<u>13</u>	<u>12</u>
Patient accounts receivable	<u>100 %</u>	<u>100 %</u>



**Dartmouth-Hitchcock Health and Subsidiaries**  
**Notes to Consolidated Financial Statements**  
**June 30, 2019 and 2018**

**5. Investments**

The composition of investments at June 30, 2019 and 2018 is set forth in the following table:

<i>(in thousands of dollars)</i>	<b>2019</b>	<b>2018</b>
<b>Assets limited as to use</b>		
Internally designated by board		
Cash and short-term investments	\$ 21,890	\$ 8,558
U.S. government securities	91,492	50,484
Domestic corporate debt securities	196,132	109,240
Global debt securities	83,580	110,944
Domestic equities	167,384	142,796
International equities	128,909	106,668
Emerging markets equities	23,086	23,562
Real estate investment trust	213	816
Private equity funds	64,563	50,415
Hedge funds	32,287	32,831
	<u>809,536</u>	<u>636,314</u>
<b>Investments held by captive insurance companies (Note 12)</b>		
U.S. government securities	23,241	30,581
Domestic corporate debt securities	11,378	16,764
Global debt securities	10,080	4,513
Domestic equities	14,617	8,109
International equities	6,766	7,971
	<u>66,082</u>	<u>67,938</u>
<b>Held by trustee under indenture agreement (Note 10)</b>		
Cash and short-term investments	631	1,872
Total assets limited as to use	<u>876,249</u>	<u>706,124</u>
<b>Other investments for restricted activities</b>		
Cash and short-term investments	6,113	4,952
U.S. government securities	32,479	28,220
Domestic corporate debt securities	29,089	29,031
Global debt securities	11,263	14,641
Domestic equities	20,981	20,509
International equities	15,531	17,521
Emerging markets equities	2,578	2,155
Real estate investment trust	-	954
Private equity funds	7,638	4,878
Hedge funds	8,414	8,004
Other	33	31
Total other investments for restricted activities	<u>134,119</u>	<u>130,896</u>
Total investments	<u>\$ 1,010,368</u>	<u>\$ 837,020</u>



## Dartmouth-Hitchcock Health and Subsidiaries

### Notes to Consolidated Financial Statements

#### June 30, 2019 and 2018

Investments are accounted for using either the fair value method or equity method of accounting, as appropriate on a case by case basis. The fair value method is used for all debt securities and equity securities that are traded on active markets and are valued at prices that are readily available in those markets. The equity method is used when investments are made in pooled/commingled investment funds that represent investments where shares or units are owned of pooled funds rather than the underlying securities in that fund. These pooled/commingled funds make underlying investments in securities from the asset classes listed above. All investments, whether the fair value or equity method of accounting is used, are reported at what the Health System believes to be the amount that the Health System would expect to receive if it liquidated its investments at the balance sheets date on a nondistressed basis.

The following tables summarize the investments by the accounting method utilized, as of June 30, 2019 and 2018. Accounting standards require disclosure of additional information for those securities accounted for using the fair value method, as shown in Note 7.

<i>(in thousands of dollars)</i>	2019		
	Fair Value	Equity	Total
Cash and short-term investments	\$ 28,634	\$ -	\$ 28,634
U.S. government securities	147,212	-	147,212
Domestic corporate debt securities	164,996	71,603	236,599
Global debt securities	55,520	49,403	104,923
Domestic equities	178,720	24,262	202,982
International equities	76,328	74,878	151,206
Emerging markets equities	1,295	24,369	25,664
Real estate investment trust	213	-	213
Private equity funds	-	72,201	72,201
Hedge funds	-	40,701	40,701
Other	33	-	33
	<u>\$ 652,951</u>	<u>\$ 357,417</u>	<u>\$ 1,010,368</u>

<i>(in thousands of dollars)</i>	2018		
	Fair Value	Equity	Total
Cash and short-term investments	\$ 15,382	\$ -	\$ 15,382
U.S. government securities	109,285	-	109,285
Domestic corporate debt securities	95,481	59,554	155,035
Global debt securities	49,104	80,994	130,098
Domestic equities	157,011	14,403	171,414
International equities	60,002	72,158	132,160
Emerging markets equities	1,296	24,421	25,717
Real estate investment trust	222	1,548	1,770
Private equity funds	-	55,293	55,293
Hedge funds	-	40,835	40,835
Other	31	-	31
	<u>\$ 487,814</u>	<u>\$ 349,206</u>	<u>\$ 837,020</u>



**Dartmouth-Hitchcock Health and Subsidiaries**  
**Notes to Consolidated Financial Statements**  
**June 30, 2019 and 2018**

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Investment income is comprised of the following for the years ended June 30, 2019 and 2018:

<i>(in thousands of dollars)</i>	2019	2018
<b>Net assets without donor restrictions</b>		
Interest and dividend income, net	\$ 11,333	\$ 12,324
Net realized gains on sales of securities	17,419	24,411
Change in net unrealized gains on investments	12,283	4,612
	<u>41,035</u>	<u>41,347</u>
<b>Net assets with donor restrictions</b>		
Interest and dividend income, net	987	1,526
Net realized gains on sales of securities	2,603	1,438
Change in net unrealized gains on investments	(908)	1,390
	<u>2,682</u>	<u>4,354</u>
	<u>\$ 43,717</u>	<u>\$ 45,701</u>

For the years ended June 30, 2019 and 2018 investment income is reflected in the accompanying consolidated statements of operations and changes in net assets as operating revenue of approximately \$983,000 and \$960,000 and as nonoperating gains of approximately \$40,052,000 and \$40,387,000, respectively.

Private equity limited partnership shares are not eligible for redemption from the fund or general partner, but can be sold to third party buyers in private transactions that typically can be completed in approximately 90 days. It is the intent of the Health System to hold these investments until the fund has fully distributed all proceeds to the limited partners and the term of the partnership agreement expires. Under the terms of these agreements, the Health System has committed to contribute a specified level of capital over a defined period of time. Through June 30, 2019 and 2018, the Health System has committed to contribute approximately \$164,319,000 and \$137,219,000 to such funds, of which the Health System has contributed approximately \$109,584,000 and \$91,942,000 and has outstanding commitments of \$54,735,000 and \$45,277,000, respectively.



## Dartmouth-Hitchcock Health and Subsidiaries

### Notes to Consolidated Financial Statements

#### June 30, 2019 and 2018

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#### 6. Property, Plant, and Equipment

Property, plant, and equipment are summarized as follows at June 30, 2019 and 2018:

<i>(in thousands of dollars)</i>	2019	2018
Land	\$ 38,232	\$ 38,058
Land improvements	42,607	42,295
Buildings and improvements	898,050	876,537
Equipment	888,138	818,902
Equipment under capital leases	15,809	20,966
	<u>1,882,836</u>	<u>1,796,758</u>
Less: Accumulated depreciation and amortization	<u>1,276,746</u>	<u>1,200,549</u>
Total depreciable assets, net	606,090	596,209
Construction in progress	<u>15,166</u>	<u>11,112</u>
	<u>\$ 621,256</u>	<u>\$ 607,321</u>

As of June 30, 2019, construction in progress primarily consists of an addition to the ambulatory surgical center located in Manchester, NH as well as renovations taking place at the various pharmacy locations to bring their facilities compliant with Regulation USP800. The estimated cost to complete the ambulatory surgical center at June 30, 2019 is approximately \$59,000,000 over the next two fiscal years while the pharmacy renovation is estimated to cost approximately \$6,300,000 over the next fiscal year.

The construction in progress reported as of June 30, 2018 for the building renovations taking place at the birthing pavilion in Lebanon, NH was completed during the first quarter of fiscal year 2019 and the information systems PeopleSoft project for Alice Peck Day Memorial Hospital and Cheshire was completed in the fourth quarter of fiscal year 2019.

Depreciation and amortization expense included in operating and nonoperating activities was approximately \$88,496,000 and \$84,729,000 for 2019 and 2018, respectively.

#### 7. Fair Value Measurements

The following is a description of the valuation methodologies for assets and liabilities measured at fair value on a recurring basis:

##### Cash and Short-Term Investments

Consists of money market funds and are valued at net asset value (NAV) reported by the financial institution.

##### Domestic, Emerging Markets and International Equities

Consists of actively traded equity securities and mutual funds which are valued at the closing price reported on an active market on which the individual securities are traded (Level 1 measurements).



## Dartmouth-Hitchcock Health and Subsidiaries

### Notes to Consolidated Financial Statements

#### June 30, 2019 and 2018

#### U.S. Government Securities, Domestic Corporate and Global Debt Securities

Consists of U.S. government securities, domestic corporate and global debt securities, mutual funds and pooled/commingled funds that invest in U.S. government securities, domestic corporate and global debt securities. Securities are valued based on quoted market prices or dealer quotes where available (Level 1 measurement). If quoted market prices are not available, fair values are based on quoted market prices of comparable instruments or, if necessary, matrix pricing from a third party pricing vendor to determine fair value (Level 2 measurements). Matrix prices are based on quoted prices for securities with similar coupons, ratings and maturities, rather than on specific bids and offers for a designated security. Investments in mutual funds are measured based on the quoted NAV as of the close of business in the respective active market (Level 1 measurements).

The preceding methods may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, although the Health System believes its valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

Investments are classified in their entirety based on the lowest level of input that is significant to the fair value measurement. The following tables set forth the consolidated financial assets and liabilities that were accounted for at fair value on a recurring basis as of June 30, 2019 and 2018:

(in thousands of dollars)	2019				Redemption or Liquidation	Days' Notice
	Level 1	Level 2	Level 3	Total		
<b>Assets</b>						
<b>Investments</b>						
Cash and short term investments	\$ 28,634	\$ -	\$ -	\$ 28,634	Daily	1
U.S. government securities	147,212	-	-	147,212	Daily	1
Domestic corporate debt securities	34,723	130,273	-	164,996	Daily-Monthly	1-15
Global debt securities	28,412	27,108	-	55,520	Daily-Monthly	1-15
Domestic equities	171,318	7,402	-	178,720	Daily-Monthly	1-10
International equities	76,295	33	-	76,328	Daily-Monthly	1-11
Emerging market equities	1,295	-	-	1,295	Daily-Monthly	1-7
Real estate investment trust	213	-	-	213	Daily-Monthly	1-7
Other	-	33	-	33	Not applicable	Not applicable
<b>Total investments</b>	<b>488,102</b>	<b>164,849</b>	<b>-</b>	<b>652,951</b>		
<b>Deferred compensation plan assets</b>						
Cash and short-term investments	2,952	-	-	2,952		
U.S. government securities	45	-	-	45		
Domestic corporate debt securities	4,932	-	-	4,932		
Global debt securities	1,300	-	-	1,300		
Domestic equities	22,403	-	-	22,403		
International equities	3,576	-	-	3,576		
Emerging market equities	27	-	-	27		
Real estate	11	-	-	11		
Multi strategy fund	48,941	-	-	48,941		
Guaranteed contract	-	-	89	89		
<b>Total deferred compensation plan assets</b>	<b>84,187</b>	<b>-</b>	<b>89</b>	<b>84,276</b>	Not applicable	Not applicable
<b>Beneficial interest in trusts</b>	<b>-</b>	<b>-</b>	<b>9,301</b>	<b>9,301</b>	Not applicable	Not applicable
<b>Total assets</b>	<b>\$ 572,289</b>	<b>\$ 164,849</b>	<b>\$ 9,390</b>	<b>\$ 746,528</b>		



# Dartmouth-Hitchcock Health and Subsidiaries

## Notes to Consolidated Financial Statements

### June 30, 2019 and 2018

(in thousands of dollars)	2018				Redemption or Liquidation	Days' Notice
	Level 1	Level 2	Level 3	Total		
<b>Assets</b>						
<b>Investments</b>						
Cash and short-term investments	\$ 15,382	\$ -	\$ -	\$ 15,382	Daily	1
U.S. government securities	109,285	-	-	109,285	Daily	1
Domestic corporate debt securities	41,488	53,993	-	95,481	Daily-Monthly	1-15
Global debt securities	32,874	18,230	-	49,104	Daily-Monthly	1-15
Domestic equities	157,011	-	-	157,011	Daily-Monthly	1-10
International equities	59,924	78	-	60,002	Daily-Monthly	1-11
Emerging market equities	1,296	-	-	1,296	Daily-Monthly	1-7
Real estate investment trust	222	-	-	222	Daily-Monthly	1-7
Other	-	31	-	31	Not applicable	Not applicable
Total investments	417,482	70,332	-	487,814		
<b>Deferred compensation plan assets</b>						
Cash and short-term investments	2,637	-	-	2,637		
U.S. government securities	38	-	-	38		
Domestic corporate debt securities	3,749	-	-	3,749		
Global debt securities	1,089	-	-	1,089		
Domestic equities	18,470	-	-	18,470		
International equities	3,584	-	-	3,584		
Emerging market equities	28	-	-	28		
Real estate	9	-	-	9		
Multi strategy fund	46,680	-	-	46,680		
Guaranteed contract	-	-	86	86		
Total deferred compensation plan assets	76,284	-	86	76,370	Not applicable	Not applicable
Beneficial interest in trusts	-	-	9,374	9,374	Not applicable	Not applicable
Total assets	\$ 493,766	\$ 70,332	\$ 9,460	\$ 573,558		

The following table is a rollforward of financial instruments classified by the Health System within Level 3 of the fair value hierarchy defined above.

(in thousands of dollars)	2019		
	Beneficial Interest in Perpetual Trust	Guaranteed Contract	Total
Balances at beginning of year	\$ 9,374	\$ 86	\$ 9,460
Net unrealized gains (losses)	(73)	3	(70)
Balances at end of year	\$ 9,301	\$ 89	\$ 9,390

(in thousands of dollars)	2018		
	Beneficial Interest in Perpetual Trust	Guaranteed Contract	Total
Balances at beginning of year	\$ 9,244	\$ 83	\$ 9,327
Net unrealized gains	130	3	133
Balances at end of year	\$ 9,374	\$ 86	\$ 9,460

There were no transfers into and out of Level 1 and 2 measurements due to changes in valuation methodologies during the years ended June 30, 2019 and 2018.



# **Dartmouth-Hitchcock Health and Subsidiaries**

## **Notes to Consolidated Financial Statements**

### **June 30, 2019 and 2018**

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#### **8. Net Assets With Donor Restrictions**

Net assets with donor restrictions are available for the following purposes at June 30, 2019 and 2018:

<i>(in thousands of dollars)</i>	2019	2018
Healthcare services	\$ 20,140	\$ 19,570
Research	26,496	24,732
Purchase of equipment	3,273	3,068
Charity care	12,494	13,667
Health education	19,833	18,429
Other	3,841	2,973
Investments held in perpetuity	56,383	55,394
	<u>\$ 142,460</u>	<u>\$ 137,833</u>

Income earned on donor restricted net assets held in perpetuity is available for these purposes.

#### **9. Board Designated and Endowment Funds**

Net assets include numerous funds established for a variety of purposes including both donor-restricted endowment funds and funds designated by the Board of Trustees to function as endowments. Net assets associated with endowment funds, including funds designated by the Board of Trustees to function as endowments, are classified and reported based on the existence or absence of donor-imposed restrictions.

The Board of Trustees has interpreted the NH and VT Uniform Prudent Management of Institutional Funds Acts (UPMIFA or Act) for donor-restricted endowment funds as requiring the preservation of the original value of gifts, as of the gift date, to donor-restricted endowment funds, absent explicit donor stipulations to the contrary. The Health System's net assets with donor restrictions which are to be held in perpetuity consist of (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent gifts to be held in perpetuity, and (c) accumulations to the permanent endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund, if any. Collectively these amounts are referred to as the historic dollar value of the fund.

Net assets without donor restrictions include funds designated by the Board of Trustees to function as endowments and the income from certain donor-restricted endowment funds, and any accumulated investment return thereon, which pursuant to donor intent may be expended based on trustee or management designation. Net assets with donor restrictions that are temporary in nature, either restricted by time or purpose, include funds appropriated for expenditure pursuant to endowment and investment spending policies, certain expendable endowment gifts from donors, and any retained income and appreciation on donor-restricted endowment funds, which are restricted by the donor to a specific purpose or by law. When the restrictions on these funds have been met, the funds are reclassified to net assets without donor restrictions.



# **Dartmouth-Hitchcock Health and Subsidiaries**

## **Notes to Consolidated Financial Statements**

### **June 30, 2019 and 2018**

In accordance with the Act, the Health System considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds: the duration and preservation of the fund; the purposes of the donor-restricted endowment fund; general economic conditions; the possible effect of inflation and deflation; the expected total return from income and the appreciation of investments; other resources available; and investment policies.

The Health System has endowment investment and spending policies that attempt to provide a predictable stream of funding for programs supported by its endowment while ensuring that the purchasing power does not decline over time. The Health System targets a diversified asset allocation that places emphasis on investments in domestic and international equities, fixed income, private equity, and hedge fund strategies to achieve its long-term return objectives within prudent risk constraints. The Health System's Investment Committee reviews the policy portfolio asset allocations, exposures, and risk profile on an ongoing basis.

The Health System, as a policy, may appropriate for expenditure or accumulate so much of an endowment fund as the institution determines is prudent for the uses, benefits, purposes, and duration for which the endowment is established, subject to donor intent expressed in the gift instrument and the standard of prudence prescribed by the Act.

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below their original contributed value. Such market losses were not material as of June 30, 2019 and 2018.

Endowment net asset composition by type of fund consists of the following at June 30, 2019 and 2018:

	2019		
	Without Donor Restrictions	With Donor Restrictions	Total
<i>(in thousands of dollars)</i>			
Donor-restricted endowment funds	\$ -	\$ 78,268	\$ 78,268
Board-designated endowment funds	31,421	-	31,421
Total endowed net assets	<u>\$ 31,421</u>	<u>\$ 78,268</u>	<u>\$ 109,689</u>

	2018		
	Without Donor Restrictions	With Donor Restrictions	Total
<i>(in thousands of dollars)</i>			
Donor-restricted endowment funds	\$ -	\$ 78,197	\$ 78,197
Board-designated endowment funds	29,506	-	29,506
Total endowed net assets	<u>\$ 29,506</u>	<u>\$ 78,197</u>	<u>\$ 107,703</u>



**Dartmouth-Hitchcock Health and Subsidiaries**  
**Notes to Consolidated Financial Statements**  
**June 30, 2019 and 2018**

Changes in endowment net assets for the years ended June 30, 2019 and 2018 are as follows:

	2019		
	Without Donor Restrictions	With Donor Restrictions	Total
<i>(in thousands of dollars)</i>			
<b>Balances at beginning of year</b>	\$ 29,506	\$ 78,197	\$ 107,703
Net investment return	1,184	2,491	3,675
Contributions	804	1,222	2,026
Transfers	(73)	(1,287)	(1,360)
Release of appropriated funds	-	(2,355)	(2,355)
<b>Balances at end of year</b>	<u>\$ 31,421</u>	<u>\$ 78,268</u>	<u>\$ 109,689</u>
	2018		
	Without Donor Restrictions	With Donor Restrictions	Total
<i>(in thousands of dollars)</i>			
<b>Balances at beginning of year</b>	\$ 26,389	\$ 75,457	\$ 101,846
Net investment return	3,112	4,246	7,358
Contributions	-	1,121	1,121
Transfers	5	(35)	(30)
Release of appropriated funds	-	(2,592)	(2,592)
<b>Balances at end of year</b>	<u>\$ 29,506</u>	<u>\$ 78,197</u>	<u>\$ 107,703</u>



**Dartmouth-Hitchcock Health and Subsidiaries**  
**Notes to Consolidated Financial Statements**  
**June 30, 2019 and 2018**

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**10. Long-Term Debt**

A summary of long-term debt at June 30, 2019 and 2018 is as follows:

<i>(in thousands of dollars)</i>	<b>2019</b>	<b>2018</b>
<b>Variable rate issues</b>		
New Hampshire Health and Education facilities		
Authority (NHHEFA) revenue bonds		
Series 2018A, principal maturing in varying annual amounts, through August 2037 (1)	\$ 83,355	\$ 83,355
<b>Fixed rate issues</b>		
New Hampshire Health and Education facilities		
Authority revenue bonds		
Series 2018B, principal maturing in varying annual amounts, through August 2048 (1)	303,102	303,102
Series 2017A, principal maturing in varying annual amounts, through August 2040 (2)	122,435	122,435
Series 2017B, principal maturing in varying annual amounts, through August 2031 (2)	109,800	109,800
Series 2014A, principal maturing in varying annual amounts, through August 2022 (3)	26,960	26,960
Series 2018C, principal maturing in varying annual amounts, through August 2030 (4)	25,865	-
Series 2012, principal maturing in varying annual amounts, through July 2039 (5)	25,145	25,955
Series 2014B, principal maturing in varying annual amounts, through August 2033 (3)	14,530	14,530
Series 2016B, principal maturing in varying annual amounts, through August 2045 (6)	10,970	10,970
Total variable and fixed rate debt	<u>\$ 722,162</u>	<u>\$ 697,107</u>



# **Dartmouth-Hitchcock Health and Subsidiaries**

## **Notes to Consolidated Financial Statements**

### **June 30, 2019 and 2018**

A summary of long-term debt at June 30, 2019 and 2018 is as follows:

<i>(in thousands of dollars)</i>	<b>2019</b>	<b>2018</b>
<b>Other</b>		
Series 2010, principal maturing in varying annual amounts, through August 2040 (7)*	\$ -	\$ 15,498
Note payable to a financial institution payable in interest free monthly installments through July 2015; collateralized by associated equipment*	445	646
Note payable to a financial institution with entire principal due June 2029 that is collateralized by land and building. The note payable is interest free*	323	380
Mortgage note payable to the US Dept of Agriculture; monthly payments of \$10,892 include interest of 2.375% through November 2046*	2,629	2,697
Obligations under capital leases	<u>17,526</u>	<u>18,965</u>
Total other debt	20,923	38,186
Total variable and fixed rate debt	<u>722,162</u>	<u>697,107</u>
Total long-term debt	743,085	735,293
Less: Original issue discounts and premiums, net	(25,542)	(26,862)
Bond issuance costs, net	5,533	5,716
Current portion	<u>10,914</u>	<u>3,464</u>
	<u>\$ 752,180</u>	<u>\$ 752,975</u>

\* Represents nonobligated group bonds

Aggregate annual principal payments required under revenue bond agreements and capital lease obligations for the next five years ending June 30 and thereafter are as follows:

<i>(in thousands of dollars)</i>	
2020	\$ 10,914
2021	10,693
2022	10,843
2023	7,980
2024	3,016
Thereafter	<u>699,639</u>
	<u>\$ 743,085</u>

#### **Dartmouth-Hitchcock Obligated Group (DHOG) Bonds**

MHMH established the DHOG in 1993 for the original purpose of issuing bonds financed through NHHEFA or the "Authority". The members of the obligated group consist of D-HH, MHMH, DHC, Cheshire, NLH, MAHHC, and, effective August 15, 2018, APD. D-HH is designated as the obligated group agent.



## **Dartmouth-Hitchcock Health and Subsidiaries**

### **Notes to Consolidated Financial Statements**

#### **June 30, 2019 and 2018**

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Revenue Bonds issued by members of the DHOG are administered through notes registered in the name of the Bond Trustee and in accordance with the terms of a Master Trust Indenture. The Master Trust Indenture contains provisions permitting the addition, withdrawal, or consolidation of members of the DHOG under certain conditions. The notes constitute a joint and several obligation of the members of the DHOG (and any other future members of the DHOG) and are equally and ratably collateralized by a pledge of the members' gross receipts. The DHOG is also subject to certain annual covenants under the Master Trust Indenture, the most restrictive is the Annual Debt Service Coverage Ratio (1.10x).

#### **(1) Series 2018A and Series 2018B Revenue Bonds**

The DHOG issued NHHEFA Revenue Bonds, Series 2018A and Series 2018B in February 2018. The Series 2018A Revenue Bonds were primarily used to refund a portion of Series 2015A and Series 2016A. The Series 2018B were primarily used to refund a portion of Series 2015A and Series 2016A, Revolving Line of Credit, Series 2012 Bank Loan and the Series 2015A and Series 2016A Swap terminations. A loss on the extinguishment of debt of approximately \$578,000 was recognized in nonoperating gains (losses) on the statement of operations and changes in net assets, as a result of the refinancing. The interest on the Series 2018A Revenue Bonds is variable with a current interest rate of 5.00% and matures in variable amounts through 2037. The interest on the Series 2018B Revenue Bonds is fixed with an interest rate of 4.18% and matures in variable amounts through 2048.

#### **(2) Series 2017A and Series 2017B Revenue Bonds**

The DHOG issued NHHEFA Revenue Bonds, Series 2017A and Series 2017B in December, 2017. The Series 2017A Revenue Bonds were primarily used to refund Series 2009 and Series 2010 and the Series 2017B Revenue Bonds were used to refund Series 2012A and Series 2012B. The interest on the Series 2017A Revenue Bonds is fixed with an interest rate of 5.00% and matures in variable amounts through 2040. The interest on the Series 2017B Revenue Bonds is fixed with an interest rate of 2.54% and matures in variable amounts through 2031.

#### **(3) Series 2014A and Series 2014B Revenue Bonds**

The DHOG issued NHHEFA Revenue Bonds, Series 2014A and Series 2014B in August 2014. The proceeds from the Series 2014A and 2014B Revenue Bonds were used to partially refund the Series 2009 Revenue Bonds and to cover cost of issuance. Interest on the 2014A Revenue Bonds is fixed with an interest rate of 2.63% and matures at various dates through 2022. Interest on the Series 2014B Revenue Bonds is fixed with an interest rate of 4.00% and matures at various dates through 2033.

#### **(4) Series 2018C Revenue Bonds**

The DHOG issued NHHEFA Revenue Bonds, Series 2018C in August, 2018. The Series 2018C Revenue Bonds were used primarily to refinance the Series 2010 Revenue Bonds. The interest on the series 2018C Revenue Bonds is fixed with an interest rate of 3.22% and matures in variable amounts through 2030.



## **Dartmouth-Hitchcock Health and Subsidiaries**

### **Notes to Consolidated Financial Statements**

#### **June 30, 2019 and 2018**

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##### **(5) Series 2012 Revenue Bonds**

The NHHEFA issued \$29,650,000 of tax-exempt Revenue Bonds, Series 2012. The proceeds of these bonds were used to refund 1998 and 2009 Series Bonds, to finance the settlement cost of the interest rate swap, and to finance the purchase of certain equipment and renovations. The bonds have fixed interest coupon rates ranging from 2.0% to 5.0% (a net interest cost of 3.96%), and matures in variable amounts through 2039.

##### **(6) Series 2016B Revenue Bonds**

The DHOG issued NHHEFA Revenue Bonds, Series 2016B in July 2016 through a private placement with a financial institution. The Series 2016B Revenue Bonds were used to finance 2016 projects. The Series 2016B is fixed with an interest rate of 1.78% and matures at various dates through 2045.

Outstanding joint and several indebtedness of the DHOG at June 30, 2019 and 2018 approximates \$722,162,000 and \$697,107,000, respectively.

##### **Non Obligated Group Bonds**

##### **(1) Series 2010 Revenue Bonds**

The Business Finance Authority (BFA) of the State of NH issued Revenue Bonds, Series 2010. Interest is based on an annual percentage rate equal to the sum of (a) 69% of the 1-Month LIBOR rate plus (b) 1.8975/5. The Health System redeemed these bonds in August 2018.

The Health System Indenture agreements require establishment and maintenance of debt service reserves and other trustee held funds. Trustee held funds of approximately \$631,000 and \$1,872,000 at June 30, 2019 and 2018, respectively, are classified as assets limited as to use in the accompanying consolidated balance sheets (Note 5). The debt service reserves are mainly comprised of escrowed funds held for future principal and interest payments.

For the years ended June 30, 2019 and 2018 interest expense on the Health System's long term debt is reflected in the accompanying consolidated statements of operations and changes in net assets as operating expense of approximately \$25,514,000 and \$18,822,000 and other nonoperating losses of \$3,784,000 and \$2,793,000, respectively.

##### **Swap Agreements**

The Health System is subject to market risks such as changes in interest rates that arise from normal business operation. The Health System regularly assesses these risks and has established business strategies to provide natural offsets, supplemented by the use of derivative financial instruments to protect against the adverse effect of these and other market risks. The Health System has established clear policies, procedures, and internal controls governing the use of derivatives and does not use them for trading, investment, or other speculative purposes.

As of June 30, 2019 and 2018, there was no liability for interest rate swaps as all remaining swaps were terminated in February 2018. For the year ended June 30, 2018, the Health System recognized a nonoperating loss due to swap termination of \$14,247,000 relating to the swap termination. The change in fair value during the year ended June 30, 2018 was a decrease of \$4,897,000. For the year ended June 30, 2018 the Health System recognized a nonoperating gain of \$145,000 resulting from hedge ineffectiveness and amortization of frozen swaps.



## Dartmouth-Hitchcock Health and Subsidiaries

### Notes to Consolidated Financial Statements

#### June 30, 2019 and 2018

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#### 11. Employee Benefits

All eligible employees of the Health System are covered under various defined benefit and/or defined contribution plans. In addition, certain members provide postretirement medical and life benefit plans to certain of its active and former employees who meet eligibility requirements. The postretirement medical and life plans are not funded.

All of the defined benefit plans within the Health System have been frozen and therefore there are no remaining participants earning benefits in any of the Health System's defined benefit plans.

The Health System continued to execute the settlement of obligations due to retirees in the defined benefit plans through bulk lump sum offerings or purchases of annuity contracts. The annuity purchases follow guidelines established by the Department of Labor (DOL). The Health System anticipates continued consideration and/or implementation of additional settlements over the next several years.

##### Defined Benefit Plans

Net periodic pension expense included in employee benefits in the consolidated statements of operations and changes in net assets is comprised of the components listed below for the years ended June 30, 2019 and 2018:

<i>(in thousands of dollars)</i>	2019	2018
Service cost for benefits earned during the year	\$ 150	\$ 150
Interest cost on projected benefit obligation	47,814	47,190
Expected return on plan assets	(65,270)	(64,561)
Net loss amortization	10,357	10,593
Total net periodic pension expense	<u>\$ (6,949)</u>	<u>\$ (6,628)</u>

The following assumptions were used to determine net periodic pension expense as of June 30, 2019 and 2018:

	2019	2018
Discount rate	3.90 % – 4.60 %	4.00 % – 4.30 %
Rate of increase in compensation	N/A	N/A
Expected long-term rate of return on plan assets	7.50 %	7.50 % – 7.75 %



# **Dartmouth-Hitchcock Health and Subsidiaries**

## **Notes to Consolidated Financial Statements**

### **June 30, 2019 and 2018**

The following table sets forth the funded status and amounts recognized in the Health System's consolidated financial statements for the defined benefit pension plans at June 30, 2019 and 2018:

<i>(in thousands of dollars)</i>	<b>2019</b>	<b>2018</b>
<b>Change in benefit obligation</b>		
Benefit obligation at beginning of year	\$ 1,087,940	\$ 1,122,615
Service cost	150	150
Interest cost	47,814	47,190
Benefits paid	(51,263)	(47,550)
Expenses paid	(170)	(172)
Actuarial (gain) loss	93,358	(34,293)
Settlements	(42,306)	-
Benefit obligation at end of year	<u>1,135,523</u>	<u>1,087,940</u>
<b>Change in plan assets</b>		
Fair value of plan assets at beginning of year	884,983	878,701
Actual return on plan assets	85,842	33,291
Benefits paid	(51,263)	(47,550)
Expenses paid	(170)	(172)
Employer contributions	20,631	20,713
Settlements	(42,306)	-
Fair value of plan assets at end of year	<u>897,717</u>	<u>884,983</u>
Funded status of the plans	<u>(237,806)</u>	<u>(202,957)</u>
Less: Current portion of liability for pension	<u>(46)</u>	<u>(45)</u>
Long term portion of liability for pension	<u>(237,760)</u>	<u>(202,912)</u>
Liability for pension	<u>\$ (237,760)</u>	<u>\$ (202,912)</u>

As of June 30, 2019 and 2018 the liability, for pension is included in the liability for pension and other postretirement plan benefits in the accompanying consolidated balance sheets.

Amounts not yet reflected in net periodic pension expense and included in the change in net assets without donor restrictions include approximately \$478,394,000 and \$418,971,000 of net actuarial loss as of June 30, 2019 and 2018, respectively.

The estimated amounts to be amortized from net assets without donor restrictions into net periodic pension expense in fiscal year 2020 for net actuarial losses is \$12,032,000.

The accumulated benefit obligation for the defined benefit pension plans was approximately \$1,135,770,000 and \$1,087,991,000 at June 30, 2019 and 2018, respectively.

The following table sets forth the assumptions used to determine the benefit obligation at June 30, 2019 and 2018:

	<b>2019</b>	<b>2018</b>
Discount rate	4.20% - 4.50%	4.20 % - 4.50 %
Rate of increase in compensation	N/A	N/A



## **Dartmouth-Hitchcock Health and Subsidiaries**

### **Notes to Consolidated Financial Statements**

#### **June 30, 2019 and 2018**

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The primary investment objective for the Plan's assets is to support the Pension liabilities of the Pension Plans for Employees of the Health System, by providing long-term capital appreciation and by also using a Liability Driven Investing ("LDI") strategy to partially hedge the impact fluctuating interest rates have on the value of the Plan's liabilities. As of both June 30, 2019 and 2018, it is expected that the LDI strategy will hedge approximately 60% of the interest rate risk associated with pension liabilities. To achieve the appreciation and hedging objectives, the Plans utilize a diversified structure of asset classes designed to achieve stated performance objectives measured on a total return basis, which includes income plus realized and unrealized gains and losses.

The range of target allocation percentages and the target allocations for the various investments are as follows:

	<b>Range of Target Allocations</b>	<b>Target Allocations</b>
Cash and short-term investments	0–5%	3 %
U.S. government securities	0–10	5
Domestic debt securities	20–58	38
Global debt securities	6–26	8
Domestic equities	5–35	19
International equities	5–15	11
Emerging market equities	3–13	5
Real estate investment trust funds	0–5	0
Private equity funds	0–5	0
Hedge funds	5–18	11

To the extent an asset class falls outside of its target range on a quarterly basis, the Health System shall determine appropriate steps, as it deems necessary, to rebalance the asset class.

The Boards of Trustees of the Health System, as Plan Sponsors, oversee the design, structure, and prudent professional management of the Health System's Plans' assets, in accordance with Board approved investment policies, roles, responsibilities and authorities and more specifically the following:

- Establishing and modifying asset class targets with Board approved policy ranges,
- Approving the asset class rebalancing procedures,
- Hiring and terminating investment managers, and
- Monitoring performance of the investment managers, custodians and investment consultants.

The hierarchy and inputs to valuation techniques to measure fair value of the Plans' assets are the same as outlined in Note 7. In addition, the estimation of fair value of investments in private equity and hedge funds for which the underlying securities do not have a readily determinable value is made using the NAV per share or its equivalent as a practical expedient. The Health System's Plans own interests in these funds rather than in securities underlying each fund and, therefore, are generally required to consider such investments as Level 2 or 3, even though the underlying securities may not be difficult to value or may be readily marketable.



# Dartmouth-Hitchcock Health and Subsidiaries

## Notes to Consolidated Financial Statements

### June 30, 2019 and 2018

The following table sets forth the Health System's Plans' investments and deferred compensation plan assets that were accounted for at fair value as of June 30, 2019 and 2018:

(in thousands of dollars)	2019				Redemption or Liquidation	Days' Notice
	Level 1	Level 2	Level 3	Total		
<b>Investments</b>						
Cash and short-term investments	\$ 166	\$ 18,232	\$ -	\$ 18,398	Daily	1
U.S. government securities	48,580	-	-	48,580	Daily-Monthly	1-15
Domestic debt securities	122,178	273,424	-	395,602	Daily-Monthly	1-15
Global debt securities	428	75,146	-	75,574	Daily-Monthly	1-15
Domestic equities	159,259	18,316	-	177,575	Daily-Monthly	1-10
International equities	17,232	77,146	-	94,378	Daily-Monthly	1-11
Emerging market equities	321	39,902	-	40,223	Daily-Monthly	1-17
REIT funds	357	2,883	-	3,240	Daily-Monthly	1-17
Private equity funds	-	-	21	21	See Note 7	See Note 7
Hedge funds	-	-	44,126	44,126	Quarterly-Annual	60-96
<b>Total investments</b>	<b>\$ 348,521</b>	<b>\$ 505,049</b>	<b>\$ 44,147</b>	<b>\$ 897,717</b>		

(in thousands of dollars)	2018				Redemption or Liquidation	Days' Notice
	Level 1	Level 2	Level 3	Total		
<b>Investments</b>						
Cash and short-term investments	\$ 142	\$ 35,817	\$ -	\$ 35,959	Daily	1
U.S. government securities	46,265	-	-	46,265	Daily-Monthly	1-15
Domestic debt securities	144,131	220,202	-	364,333	Daily-Monthly	1-15
Global debt securities	470	74,876	-	75,146	Daily-Monthly	1-15
Domestic equities	158,634	17,594	-	176,228	Daily-Monthly	1-10
International equities	18,656	80,803	-	99,459	Daily-Monthly	1-11
Emerging market equities	382	39,881	-	40,263	Daily-Monthly	1-17
REIT funds	371	2,686	-	3,057	Daily-Monthly	1-17
Private equity funds	-	-	23	23	See Note 7	See Note 7
Hedge funds	-	-	44,250	44,250	Quarterly-Annual	60-96
<b>Total investments</b>	<b>\$ 369,051</b>	<b>\$ 471,659</b>	<b>\$ 44,273</b>	<b>\$ 884,983</b>		

The following table presents additional information about the changes in Level 3 assets measured at fair value for the years ended June 30, 2019 and 2018:

(in thousands of dollars)	2019		
	Hedge Funds	Private Equity Funds	Total
<b>Balances at beginning of year</b>	\$ 44,250	\$ 23	\$ 44,273
<b>Net unrealized losses</b>	(124)	(2)	(126)
<b>Balances at end of year</b>	<b>\$ 44,126</b>	<b>\$ 21</b>	<b>\$ 44,147</b>

(in thousands of dollars)	2018		
	Hedge Funds	Private Equity Funds	Total
<b>Balances at beginning of year</b>	\$ 40,507	\$ 96	\$ 40,603
<b>Sales</b>	-	(51)	(51)
<b>Net realized losses</b>	-	(51)	(51)
<b>Net unrealized gains</b>	3,743	29	3,772
<b>Balances at end of year</b>	<b>\$ 44,250</b>	<b>\$ 23</b>	<b>\$ 44,273</b>



## Dartmouth-Hitchcock Health and Subsidiaries

### Notes to Consolidated Financial Statements

#### June 30, 2019 and 2018

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The total aggregate net unrealized gains (losses) included in the fair value of the Level 3 investments as of June 30, 2019 and 2018 were approximately \$14,617,000 and \$14,743,000, respectively. There were no transfers into and out of Level 3 measurements during the years ended June 30, 2019 and 2018.

There were no transfers into and out of Level 1 and 2 measurements due to changes in valuation methodologies during the years ended June 30, 2019 and 2018.

The weighted average asset allocation for the Health System's Plans at June 30, 2019 and 2018 by asset category is as follows:

	2019	2018
Cash and short-term investments	2 %	4 %
U.S. government securities	5	5
Domestic debt securities	44	41
Global debt securities	9	9
Domestic equities	20	20
International equities	11	11
Emerging market equities	4	5
Hedge funds	5	5
	<u>100 %</u>	<u>100 %</u>

The expected long-term rate of return on plan assets is reviewed annually, taking into consideration the asset allocation, historical returns on the types of assets held, and the current economic environment. Based on these factors, it is expected that the pension assets will earn an average of 7.50% per annum.

The Health System is expected to contribute approximately \$20,426,000 to the Plans in 2020 however actual contributions may vary from expected amounts.

The following benefit payments, which reflect expected future service, as appropriate, are expected to be paid for the years ending June 30 and thereafter:

*(in thousands of dollars)*

2020	\$ 50,743
2021	52,938
2022	55,199
2023	57,562
2024	59,843
2025 – 2028	326,737



## Dartmouth-Hitchcock Health and Subsidiaries

### Notes to Consolidated Financial Statements

#### June 30, 2019 and 2018

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#### Defined Contribution Plans

The Health System has an employer-sponsored 401(a) plan for certain of its members, under which the employer makes base, transition and discretionary match contributions based on specified percentages of compensation and employee deferral amounts. Total employer contributions to the plan of approximately \$40,537,000 and \$38,563,000 in 2019 and 2018, respectively, are included in employee benefits in the accompanying consolidated statements of operations and changes in net assets.

Various 403(b) and tax-sheltered annuity plans are available to employees of the Health System. Plan specifications vary by member and plan. No employer contributions were made to any of these plans in 2019 and 2018, respectively.

#### Postretirement Medical and Life Benefits

The Health System has postretirement medical and life benefit plans covering certain of its active and former employees. The plans generally provide medical or medical and life insurance benefits to certain retired employees who meet eligibility requirements. The plans are not funded.

Net periodic postretirement medical and life benefit (income) cost is comprised of the components listed below for the years ended June 30, 2019 and 2018:

<i>(in thousands of dollars)</i>	2019	2018
Service cost	\$ 384	\$ 533
Interest cost	1,842	1,712
Net prior service income	(5,974)	(5,974)
Net loss amortization	10	10
	<u>\$ (3,738)</u>	<u>\$ (3,719)</u>

The following table sets forth the accumulated postretirement medical and life benefit obligation and amounts recognized in the Health System's consolidated financial statements at June 30, 2019 and 2018:

<i>(in thousands of dollars)</i>	2019	2018
<b>Change in benefit obligation</b>		
Benefit obligation at beginning of year	\$ 42,581	\$ 42,277
Service cost	384	533
Interest cost	1,842	1,712
Benefits paid	(3,149)	(3,174)
Actuarial loss	5,013	1,233
Employer contributions	-	-
Benefit obligation at end of year	<u>46,671</u>	<u>42,581</u>
Funded status of the plans	<u>\$ (46,671)</u>	<u>\$ (42,581)</u>
Current portion of liability for postretirement medical and life benefits	\$ (3,422)	\$ (3,266)
Long term portion of liability for postretirement medical and life benefits	<u>(43,249)</u>	<u>(39,315)</u>
Liability for postretirement medical and life benefits	<u>\$ (46,671)</u>	<u>\$ (42,581)</u>



## Dartmouth-Hitchcock Health and Subsidiaries

### Notes to Consolidated Financial Statements

#### June 30, 2019 and 2018

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As of June 30, 2019 and 2018, the liability for postretirement medical and life benefits is included in the liability for pension and other postretirement plan benefits in the accompanying consolidated balance sheets.

Amounts not yet reflected in net periodic postretirement medical and life benefit income and included in the change in net assets without donor restrictions are as follows:

<i>(in thousands of dollars)</i>	2019	2018
Net prior service income	\$ (9,556)	\$ (15,530)
Net actuarial loss	8,386	3,336
	<u>\$ (1,170)</u>	<u>\$ (12,194)</u>

The estimated amounts that will be amortized from net assets without donor restrictions into net periodic postretirement income in fiscal year 2020 for net prior service cost is \$5,974,000.

The following future benefit payments, which reflect expected future service, as appropriate, are expected to be paid for the year ending June 30, 2020 and thereafter:

<i>(in thousands of dollars)</i>	
2020	\$ 3,468
2021	3,436
2022	3,394
2023	3,802
2024	3,811
2025-2028	17,253

In determining the accumulated postretirement medical and life benefit obligation, the Health System used a discount rate of 3.70% in 2019 and an assumed healthcare cost trend rate of 6.50%, trending down to 5.00% in 2024 and thereafter. Increasing the assumed healthcare cost trend rates by one percentage point in each year would increase the accumulated postretirement medical benefit obligation as of June 30, 2019 and 2018 by \$1,601,000 and \$1,088,000 and the net periodic postretirement medical benefit cost for the years then ended by \$77,000 and \$81,000, respectively. Decreasing the assumed healthcare cost trend rates by one percentage point in each year would decrease the accumulated postretirement medical benefit obligation as of June 30, 2019 and 2018 by \$1,452,000 and \$996,000 and the net periodic postretirement medical benefit cost for the years then ended by \$71,000 and \$72,000, respectively.



## Dartmouth-Hitchcock Health and Subsidiaries

### Notes to Consolidated Financial Statements

#### June 30, 2019 and 2018

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#### 12. Professional and General Liability Insurance Coverage

Mary Hitchcock Memorial Hospital and Dartmouth-Hitchcock Clinic, along with Dartmouth College, Cheshire Medical Center, The New London Hospital Association, Mt. Ascutney Hospital and Health Center, and the Visiting Nurse and Hospice for VT and NH are provided professional and general liability insurance on a claims-made basis through Hamden Assurance Risk Retention Group, Inc. (RRG), a VT captive insurance company. Effective November 1, 2018 Alice Peck Day Memorial Hospital is provided professional and general liability insurance coverage through RRG. RRG reinsures the majority of this risk to Hamden Assurance Company Limited (HAC), a captive insurance company domiciled in Bermuda and to a variety of commercial reinsurers. Mary Hitchcock Memorial Hospital, Dartmouth-Hitchcock Clinic, and Dartmouth College have ownership interests in both HAC and RRG. The insurance program provides coverage to the covered institutions and named insureds on a modified claims-made basis which means coverage is triggered when claims are made. Premiums and related insurance deposits are actuarially determined based on asserted liability claims adjusted for future development. The reserves for outstanding losses are recorded on an undiscounted basis.

Selected financial data of HAC and RRG, taken from the latest available financial statements at June 30, 2019 and 2018, are summarized as follows:

(in thousands of dollars)	2019		
	HAC	RRG	Total
Assets	\$ 75,867	\$ 2,201	\$ 78,068
Shareholders' equity	13,620	50	13,670

(in thousands of dollars)	2018		
	HAC	RRG	Total
Assets	\$ 72,753	\$ 2,068	\$ 74,821
Shareholders' equity	13,620	50	13,670

#### 13. Commitments and Contingencies

##### Litigation

The Health System is involved in various malpractice claims and legal proceedings of a nature considered normal to its business. The claims are in various stages and some may ultimately be brought to trial. While it is not feasible to predict or determine the outcome of any of these claims, it is the opinion of management that the final outcome of these claims will not have a material effect on the consolidated financial position of the Health System.

##### Operating Leases and Other Commitments

The Health System leases certain facilities and equipment under operating leases with varying expiration dates. The Health System's rental expense totaled approximately \$12,707,000 and \$14,096,000 for the years ended June 30, 2019 and 2018, respectively.



## Dartmouth-Hitchcock Health and Subsidiaries

### Notes to Consolidated Financial Statements

#### June 30, 2019 and 2018

Minimum future lease payments under noncancelable operating leases at June 30, 2019 were as follows:

*(in thousands of dollars)*

2020	\$	11,342
2021		10,469
2022		7,488
2023		6,303
2024		4,127
Thereafter		5,752
	<u>\$</u>	<u>45,481</u>

#### Lines of Credit

The Health System has entered into Loan Agreements with financial institutions establishing access to revolving loans ranging from \$2,000,000 up to \$30,000,000. Interest is variable and determined using LIBOR or the Wall Street Journal Prime Rate. The Loan Agreements are due to expire March 27, 2020. There was no outstanding balance under the lines of credit as of June 30, 2019 and 2018. Interest expense was approximately \$95,000 and \$232,000, respectively, and is included in the consolidated statements of operations and changes in net assets.

#### 14. Functional Expenses

Operating expenses are presented by functional classification in accordance with the overall service missions of the Health System. Each functional classification displays all expenses related to the underlying operations by natural classification. Salaries, employee benefits, medical supplies and medications, and purchased services and other expenses are generally considered variable and are allocated to the mission that best aligns to the type of service provided. Medicaid enhancement tax is allocated to program services. Interest expense is allocated based on usage of debt-financed space. Depreciation and amortization is allocated based on square footage and specific identification of equipment used by department.

Operating expenses of the Health System by functional and natural basis are as follows for the year ended June 30, 2019:

<i>(in thousands of dollars)</i>	2019			
	Program Services	Management and General	Fundraising	Total
<b>Operating expenses</b>				
Salaries	\$ 922,902	\$ 138,123	\$ 1,526	\$ 1,062,551
Employee benefits	178,983	72,289	319	251,591
Medical supplies and medications	406,782	1,093	-	407,875
Purchased services and other	212,209	108,783	2,443	323,435
Medicaid enhancement tax	70,061	-	-	70,061
Depreciation and amortization	37,528	50,785	101	88,414
Interest	3,360	22,135	19	25,514
Total operating expenses	<u>\$ 1,831,825</u>	<u>\$ 393,208</u>	<u>\$ 4,408</u>	<u>\$ 2,229,441</u>

Operating expenses of the Health System by functional classification are as follows for the year ended June 30, 2018:



## Dartmouth-Hitchcock Health and Subsidiaries

### Notes to Consolidated Financial Statements

#### June 30, 2019 and 2018

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*(in thousands of dollars)*

Program services	\$ 1,715,760
Management and general	303,527
Fundraising	2,354
	<u>\$ 2,021,641</u>

#### 15. Liquidity

The Health System is substantially supported by cash generated from operations. In addition, the Health System holds financial assets for specific purposes which are limited as to use. Thus, certain financial assets reported on the accompanying consolidated balance sheet may not be available for general expenditure within one year of the balance sheet date.

The Health System's financial assets available at June 30, 2019 to meet cash needs for general expenditures within one year of June 30, 2019 are as follows:

*(in thousands of dollars)*

Cash and cash equivalents	\$ 143,587
Patient accounts receivable	221,125
Assets limited as to use	876,249
Other investments for restricted activities	134,119
Total financial assets	<u>1,375,080</u>
Less: Those unavailable for general expenditure within one year:	
Investments held by captive insurance companies	66,082
Investments for restricted activities	134,119
Other investments with liquidity horizons greater than one year	97,063
Total financial assets available within one year	<u>\$ 1,077,816</u>

For the years ending June 30, 2019 and June 30, 2018, the Health System generated positive cash flow from operations of approximately \$161,853,000 and \$136,031,000, respectively. In addition, the Health System's liquidity management plan includes investing excess daily cash in intermediate or long term investments based on anticipated liquidity needs. The Health System has an available line of credit of up to \$30,000,000 which it can draw upon as needed to meet its liquidity needs. See Note 13 for further details on the line of credit.

#### 16. Subsequent Events

The Health System has assessed the impact of subsequent events through November 26, 2019, the date the audited consolidated financial statements were issued, and has concluded that there were no such events that require adjustment to the audited consolidated financial statements or disclosure in the notes to the audited consolidated financial statements other than as noted below.

Effective September 30, 2019, the Boards of Trustees of D-HH, GraniteOne Health, Catholic Medical Center Health Services, and their respective member organizations approved a Combination Agreement to combine their healthcare systems. If regulatory approval of the



## **Dartmouth-Hitchcock Health and Subsidiaries**

### **Notes to Consolidated Financial Statements**

#### **June 30, 2019 and 2018**

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transaction is obtained, the name of the new system will be Dartmouth-Hitchcock Health GraniteOne.

The GraniteOne Health system is comprised of Catholic Medical Center (CMC), a community hospital located in Manchester NH, Huggins Hospital located in Wolfeboro NH, and Monadnock Community Hospital located in Peterborough NH. Both Huggins Hospital and Monadnock Community Hospital are designated as Critical Access Hospitals. GraniteOne is a non-profit, community based health care system.

On September 13, 2019, the Board of Trustees of D-HH approved the issuance of up to \$100,000,000 par of new debt. On October 17, 2019, D-HH closed on the direct placement tax-exempt borrowing of \$99,165,000 on behalf of the DHOG acting through the New Hampshire Health and Education Facilities Authority and issued its DHOG Issue, Series 2019A Bonds.

On January 29, 2020, D-HH closed on a tax-exempt borrowing of \$125,000,000 on behalf of the DHOG acting through the New Hampshire Health and Education Facilities Authority and issued its DHOG Issue, Series 2020A Bonds.

#### **17. Subsequent Events - Unaudited**

Subsequent to the issuance of the audited financial statements on November 26, 2019, the novel strain of coronavirus emerged and in January 2020 the World Health Organization has declared the novel coronavirus a Public Health Emergency of International Concern. Beginning in March 2020, the State of New Hampshire and Vermont have adopted various measures to address the spread of this pandemic, including supporting social distancing, requests to stay home unless necessary (i.e., groceries or medications) and work from home recommendations. Such restrictions and the perception that such orders or restrictions could occur, have resulted in business closures, work stoppages, slowdowns and delays, work-from-home policies, travel restrictions and cancellation of events, including the rescheduling of elective or non-critical procedures (which management believes is temporary and such procedures will be performed at a later date) and redeployment of resources to address the novel coronavirus needs, among other effects. The outbreak has also negatively impacted the financial markets and has and may continue to materially affect the returns on and value of our investments. While we expect that the novel coronavirus may negatively impact our 2020 results, we believe we have sufficient liquidity to meet our operating and financing needs; however, given the difficulty in predicting the ultimate duration and severity of the impact of the novel coronavirus on our organization, the economy and the financial markets, the ultimate impact may be material.



**Consolidating Supplemental Information – Unaudited**



# Dartmouth-Hitchcock Health and Subsidiaries

## Consolidating Balance Sheets

### June 30, 2019

(in thousands of dollars)	Dartmouth-Hitchcock Health	Dartmouth-Hitchcock	Cheshire Medical Center	Alice Peck Day Memorial	New London Hospital Association	Mt. Ascutney Hospital and Health Center	Eliminations	DH Obligated Group Subtotal	All Other Non-Oblig Group Affiliates	Eliminations	Health System Consolidated
<b>Assets</b>											
<b>Current assets</b>											
Cash and cash equivalents	\$ 42,456	\$ 47,465	\$ 9,411	\$ 7,066	\$ 10,462	\$ 8,372	\$ -	\$ 125,232	\$ 18,355	\$ -	\$ 143,587
Patient accounts receivable, net	-	180,938	15,880	7,279	8,960	5,010	-	218,067	3,058	-	221,125
Prepaid expenses and other current assets	14,178	139,034	8,563	2,401	5,587	1,423	(74,083)	97,083	1,421	(3,009)	95,495
Total current assets	56,634	367,437	33,854	16,746	24,989	14,805	(74,083)	440,382	22,834	(3,009)	480,207
Assets limited as to use	92,602	688,485	18,759	12,684	12,427	11,619	-	836,576	39,673	-	876,249
Notes receivable, related party	553,484	752	-	1,406	-	-	(554,236)	1,406	(1,406)	-	-
Other investments for restricted activities	-	91,882	6,970	31	2,973	6,323	-	108,179	25,940	-	134,119
Property, plant, and equipment, net	22	432,277	67,147	30,945	41,946	17,797	-	590,134	31,122	-	621,256
Other assets	24,864	108,208	1,279	15,019	6,042	4,388	(10,970)	148,830	(3,013)	(21,346)	124,471
Total assets	\$ 727,606	\$ 1,689,041	\$ 128,009	\$ 76,831	\$ 88,377	\$ 54,932	\$ (638,289)	\$ 2,125,507	\$ 115,150	\$ (24,355)	\$ 2,216,302
<b>Liabilities and Net Assets</b>											
<b>Current liabilities</b>											
Current portion of long-term debt	\$ -	\$ 8,226	\$ 830	\$ 954	\$ 547	\$ 262	\$ -	\$ 10,819	\$ 95	\$ -	\$ 10,914
Current portion of liability for pension and other postretirement plan benefits	-	3,468	-	-	-	-	-	3,468	-	-	3,468
Accounts payable and accrued expenses	55,499	99,884	15,620	6,299	3,878	2,776	(74,083)	109,873	6,953	(3,009)	113,817
Accrued compensation and related benefits	-	110,639	5,851	3,694	2,313	4,270	-	126,767	1,641	-	128,408
Estimated third-party settlements	-	26,405	103	1,290	10,851	2,921	-	41,570	-	-	41,570
Total current liabilities	55,499	248,622	22,404	12,237	17,589	10,229	(74,083)	292,497	8,689	(3,009)	298,177
Notes payable, related party	-	526,202	-	-	28,034	-	(554,236)	-	-	-	-
Long-term debt, excluding current portion	643,257	44,820	24,503	35,604	643	11,465	(10,970)	749,322	2,858	-	752,180
Insurance deposits and related liabilities	-	56,786	440	513	388	240	-	58,367	40	-	58,407
Liability for pension and other postretirement plan benefits, excluding current portion	-	266,427	10,262	-	-	4,320	-	281,009	-	-	281,009
Other liabilities	-	98,201	1,104	28	1,585	-	-	100,918	23,218	-	124,136
Total liabilities	698,756	1,241,058	58,713	48,382	48,239	26,254	(638,289)	1,482,113	34,805	(3,009)	1,513,909
<b>Commitments and contingencies</b>											
<b>Net assets</b>											
Net assets without donor restrictions	28,832	356,880	63,051	27,653	35,518	21,242	-	533,176	48,063	(21,308)	559,933
Net assets with donor restrictions	18	91,103	6,245	796	4,620	7,436	-	110,218	32,282	(40)	142,460
Total net assets	28,850	447,983	69,296	28,449	40,138	28,678	-	643,394	80,345	(21,346)	702,393
Total liabilities and net assets	\$ 727,606	\$ 1,889,041	\$ 128,009	\$ 76,831	\$ 88,377	\$ 54,932	\$ (638,289)	\$ 2,125,507	\$ 115,150	\$ (24,355)	\$ 2,216,302



# Dartmouth-Hitchcock Health and Subsidiaries

## Consolidating Balance Sheets

### June 30, 2019

<i>(in thousands of dollars)</i>	D-HH and Other Subsidiaries	D-H and Subsidiaries	Cheshire and Subsidiaries	NLH and Subsidiaries	MAHHC and Subsidiaries	APD and Subsidiaries	VNH and Subsidiaries	Eliminations	Health System Consolidated
<b>Assets</b>									
<b>Current assets</b>									
Cash and cash equivalents	\$ 42,456	\$ 48,052	\$ 11,952	\$ 11,120	\$ 8,549	\$ 15,772	\$ 5,686	\$ -	\$ 143,587
Patient accounts receivable, net	-	180,938	15,880	8,960	5,060	7,280	3,007	-	221,125
Prepaid expenses and other current assets	14,178	139,832	9,460	5,567	1,401	1,678	471	(77,092)	95,495
Total current assets	56,634	368,822	37,292	25,647	15,010	24,730	9,164	(77,092)	460,207
Assets limited as to use	92,602	707,597	17,383	12,427	12,738	12,685	20,817	-	876,249
Notes receivable, related party	553,484	752	-	-	-	-	-	(554,236)	-
Other investments for restricted activities	-	99,807	24,985	2,973	6,323	31	-	-	134,119
Property, plant, and equipment, net	22	434,953	70,846	42,423	19,435	50,338	3,239	-	621,256
Other assets	24,864	108,366	7,388	5,476	1,931	8,688	74	(32,316)	124,471
Total assets	\$ 727,606	\$ 1,720,297	\$ 157,894	\$ 88,946	\$ 55,437	\$ 96,472	\$ 33,294	\$ (663,644)	\$ 2,216,302
<b>Liabilities and Net Assets</b>									
<b>Current liabilities</b>									
Current portion of long-term debt	\$ -	\$ 8,226	\$ 830	\$ 547	\$ 288	\$ 954	\$ 69	\$ -	\$ 10,914
Current portion of liability for pension and other postretirement plan benefits	-	3,468	-	-	-	-	-	-	3,468
Accounts payable and accrued expenses	55,499	100,441	19,356	3,879	2,856	6,704	2,174	(77,092)	113,817
Accrued compensation and related benefits	-	110,639	5,851	2,313	4,314	4,192	1,099	-	128,408
Estimated third-party settlements	-	26,405	103	10,851	2,921	1,290	-	-	41,570
Total current liabilities	55,499	249,179	26,140	17,590	10,379	13,140	3,342	(77,092)	298,177
Notes payable, related party	-	526,202	-	28,034	-	-	-	(554,236)	-
Long-term debt, excluding current portion	643,257	44,820	24,503	643	11,763	35,604	2,560	(10,970)	752,180
Insurance deposits and related liabilities	-	56,786	440	388	240	513	40	-	58,407
Liability for pension and other postretirement plan benefits, excluding current portion	-	266,427	10,262	-	4,320	-	-	-	281,009
Other liabilities	-	98,201	1,115	1,585	-	23,235	-	-	124,136
Total liabilities	698,756	1,241,615	62,460	48,240	26,702	72,492	5,942	(642,298)	1,513,909
<b>Commitments and contingencies</b>									
<b>Net assets</b>									
Net assets without donor restrictions	28,832	379,498	65,873	36,087	21,300	22,327	27,322	(21,306)	559,933
Net assets with donor restrictions	18	99,184	29,561	4,619	7,435	1,653	30	(40)	142,460
Total net assets	28,850	478,682	95,434	40,706	28,735	23,980	27,352	(21,346)	702,393
Total liabilities and net assets	\$ 727,606	\$ 1,720,297	\$ 157,894	\$ 88,946	\$ 55,437	\$ 96,472	\$ 33,294	\$ (663,644)	\$ 2,216,302



# Dartmouth-Hitchcock Health and Subsidiaries

## Consolidating Balance Sheets

### June 30, 2018

<i>(in thousands of dollars)</i>	Dartmouth-Hitchcock Health	Dartmouth-Hitchcock	Cheshire Medical Center	New London Hospital Association	Mt. Ascutney Hospital and Health Center	Eliminations	DH Obligated Group Subtotal	All Other Non-Oblig Group Affiliates	Eliminations	Health System Consolidated
<b>Assets</b>										
<b>Current assets</b>										
Cash and cash equivalents	\$ 134,634	\$ 22,544	\$ 6,688	\$ 9,419	\$ 6,604	\$ -	\$ 179,889	\$ 20,280	\$ -	\$ 200,169
Patient accounts receivable, net	-	176,981	17,183	8,302	5,055	-	207,521	11,707	-	219,228
Prepaid expenses and other current assets	11,964	143,893	8,551	5,253	2,313	(72,361)	97,613	4,786	(4,877)	97,502
Total current assets	146,598	343,418	30,422	22,974	13,972	(72,361)	485,023	36,753	(4,877)	516,899
<b>Assets limited as to use</b>	8	616,929	17,438	12,821	10,829	-	658,025	48,099	-	706,124
Notes receivable, related party	554,771	-	-	-	-	(554,771)	-	-	-	-
Other investments for restricted activities	-	87,613	8,591	2,981	6,238	-	105,423	25,473	-	130,896
Property, plant, and equipment, net	36	443,154	66,759	42,438	17,356	-	569,743	37,578	-	607,321
Other assets	24,863	101,078	1,370	5,906	4,280	(10,970)	126,527	3,604	(21,348)	108,785
Total assets	\$ 726,276	\$ 1,592,192	\$ 124,580	\$ 87,120	\$ 52,875	\$ (638,102)	\$ 1,944,741	\$ 151,507	\$ (28,223)	\$ 2,070,025
<b>Liabilities and Net Assets</b>										
<b>Current liabilities</b>										
Current portion of long-term debt	\$ -	\$ 1,031	\$ 810	\$ 572	\$ 187	\$ -	\$ 2,600	\$ 864	\$ -	\$ 3,464
Current portion of liability for pension and other postretirement plan benefits	-	3,311	-	-	-	-	3,311	-	-	3,311
Accounts payable and accrued expenses	54,995	82,061	20,107	8,705	3,029	(72,361)	94,536	6,094	(4,877)	95,753
Accrued compensation and related benefits	-	106,485	5,730	2,487	3,796	-	118,498	7,078	-	125,576
Estimated third-party settlements	3,002	24,411	-	9,655	1,625	-	38,693	2,448	-	41,141
Total current liabilities	57,997	217,299	26,647	19,419	8,637	(72,361)	257,638	16,484	(4,877)	269,245
Notes payable, related party	-	527,348	-	27,425	-	(554,771)	-	-	-	-
Long-term debt, excluding current portion	644,520	52,878	25,354	1,179	11,270	(10,970)	724,231	28,744	-	752,975
Insurance deposits and related liabilities	-	54,616	465	155	240	-	55,476	40	-	55,516
Liability for pension and other postretirement plan benefits, excluding current portion	-	232,696	4,215	-	5,316	-	242,227	-	-	242,227
Other liabilities	-	85,577	1,107	1,405	-	-	88,089	38	-	88,127
Total liabilities	702,517	1,170,412	57,788	49,583	25,463	(638,102)	1,367,661	45,306	(4,877)	1,408,090
<b>Commitments and contingencies</b>										
<b>Net assets</b>										
Net assets without donor restrictions	23,759	334,882	61,828	32,897	19,812	-	473,178	72,230	(21,306)	524,102
Net assets with donor restrictions	-	86,898	4,964	4,640	7,400	-	103,902	33,971	(40)	137,833
Total net assets	23,759	421,780	66,792	37,537	27,212	-	577,080	106,201	(21,346)	661,935
Total liabilities and net assets	\$ 726,276	\$ 1,592,192	\$ 124,580	\$ 87,120	\$ 52,875	\$ (638,102)	\$ 1,944,741	\$ 151,507	\$ (28,223)	\$ 2,070,025



# Dartmouth-Hitchcock Health and Subsidiaries

## Consolidating Balance Sheets

### June 30, 2018

<i>(in thousands of dollars)</i>	D-HH and Other Subsidiaries	D-H and Subsidiaries	Cheshire and Subsidiaries	NLH and Subsidiaries	MAHHC and Subsidiaries	APD	VNH and Subsidiaries	Eliminations	Health System Consolidated
<b>Assets</b>									
<b>Current assets</b>									
Cash and cash equivalents	\$ 134,634	\$ 23,094	\$ 8,621	\$ 9,982	\$ 6,654	\$ 12,144	\$ 5,040	\$ -	\$ 200,169
Patient accounts receivable, net	-	176,981	17,183	8,302	5,109	7,996	3,657	-	219,228
Prepaid expenses and other current assets	11,964	144,755	5,520	5,276	2,294	4,443	488	(77,238)	97,502
Total current assets	146,598	344,830	31,324	23,560	14,057	24,583	9,185	(77,238)	516,899
<b>Assets limited as to use</b>	8	635,028	17,438	12,821	11,862	9,612	19,355	-	706,124
Notes receivable, related party	554,771	-	-	-	-	-	-	(554,771)	-
Other investments for restricted activities	-	95,772	25,873	2,981	6,238	32	-	-	130,896
Property, plant, and equipment, net	36	445,829	70,607	42,920	19,065	25,725	3,139	-	607,321
Other assets	24,863	101,235	7,526	5,333	1,886	130	128	(32,316)	108,785
Total assets	\$ 726,276	\$ 1,622,694	\$ 152,768	\$ 87,615	\$ 53,108	\$ 60,082	\$ 31,807	\$ (664,325)	\$ 2,070,025
<b>Liabilities and Net Assets</b>									
<b>Current liabilities</b>									
Current portion of long-term debt	\$ -	\$ 1,031	\$ 810	\$ 572	\$ 245	\$ 739	\$ 67	\$ -	\$ 3,464
Current portion of liability for pension and other postretirement plan benefits	-	3,311	-	-	-	-	-	-	3,311
Accounts payable and accrued expenses	54,995	82,613	20,052	6,714	3,092	3,596	1,929	(77,238)	95,753
Accrued compensation and related benefits	-	106,485	5,730	2,487	3,831	5,814	1,229	-	125,576
Estimated third-party settlements	3,002	24,411	-	9,655	1,625	2,448	-	-	41,141
Total current liabilities	57,997	217,851	26,592	19,428	8,793	12,597	3,225	(77,238)	269,245
Notes payable, related party	-	527,346	-	27,425	-	-	-	(554,771)	-
Long-term debt, excluding current portion	644,520	52,878	25,354	1,179	11,593	25,792	2,629	(10,970)	752,975
Insurance deposits and related liabilities	-	54,616	465	155	241	-	39	-	55,516
Liability for pension and other postretirement plan benefits, excluding current portion	-	232,696	4,215	-	5,316	-	-	-	242,227
Other liabilities	-	85,577	1,117	1,405	-	28	-	-	88,127
Total liabilities	702,517	1,170,964	57,743	49,592	25,943	38,417	5,893	(642,979)	1,408,090
<b>Commitments and contingencies</b>									
<b>Net assets</b>									
Net assets without donor restrictions	23,759	356,518	65,069	33,383	19,764	21,031	25,884	(21,306)	524,102
Net assets with donor restrictions	-	95,212	29,956	4,640	7,401	634	30	(40)	137,833
Total net assets	23,759	451,730	95,025	38,023	27,165	21,665	25,914	(21,346)	661,935
Total liabilities and net assets	\$ 726,276	\$ 1,622,694	\$ 152,768	\$ 87,615	\$ 53,108	\$ 60,082	\$ 31,807	\$ (664,325)	\$ 2,070,025



# **Dartmouth-Hitchcock Health and Subsidiaries** **Consolidating Statements of Operations and Changes in Net Assets without Donor Restrictions** **Year Ended June 30, 2019**

<i>(in thousands of dollars)</i>	Dartmouth-Hitchcock Health	Dartmouth-Hitchcock	Cheshire Medical Center	Alice Peck Day Memorial	New London Hospital Association	Mt. Ascutney Hospital and Health Center	Eliminations	DH Obligated Group Subtotal	All Other Non-Oblig Group Affiliates	Eliminations	Health System Consolidated
<b>Operating revenue and other support</b>											
Patient service revenue	\$ -	\$ 1,580,552	\$ 220,255	\$ 69,794	\$ 60,166	\$ 46,029	\$ -	\$ 1,976,796	\$ 22,527	\$ -	\$ 1,999,323
Contracted revenue	5,011	109,051	355	-	-	5,902	(46,100)	74,219	790	8	75,017
Other operating revenue	21,128	186,852	3,407	1,748	4,261	2,289	(22,076)	197,609	13,386	(297)	210,698
Net assets released from restrictions	389	11,556	732	137	177	24	-	12,995	1,110	-	14,105
<b>Total operating revenue and other support</b>	<b>26,508</b>	<b>1,888,011</b>	<b>224,749</b>	<b>71,679</b>	<b>64,604</b>	<b>54,244</b>	<b>(68,176)</b>	<b>2,261,619</b>	<b>37,813</b>	<b>(289)</b>	<b>2,299,143</b>
<b>Operating expenses</b>											
Salaries	-	668,311	107,671	37,297	30,549	26,514	(24,682)	1,045,660	15,785	1,106	1,062,551
Employee benefits	-	208,346	24,225	6,454	5,434	6,968	(3,763)	247,662	3,642	287	251,591
Medical supplies and medications	-	354,201	34,331	8,634	6,298	3,032	-	406,496	1,379	-	407,875
Purchased services and other	11,366	242,106	35,088	15,308	13,528	13,950	(21,176)	310,170	14,887	(1,622)	323,435
Medicaid enhancement tax	-	54,954	8,005	3,082	2,264	1,778	-	70,061	-	-	70,061
Depreciation and amortization	14	69,343	7,977	2,305	3,915	2,360	-	85,914	2,500	-	88,414
Interest	20,677	21,585	1,053	1,169	1,119	228	(20,850)	24,981	533	-	25,514
<b>Total operating expenses</b>	<b>32,057</b>	<b>1,618,846</b>	<b>218,350</b>	<b>74,229</b>	<b>63,107</b>	<b>54,826</b>	<b>(70,471)</b>	<b>2,190,944</b>	<b>38,726</b>	<b>(229)</b>	<b>2,229,441</b>
<b>Operating (loss) margin</b>	<b>(5,549)</b>	<b>69,165</b>	<b>6,399</b>	<b>(2,550)</b>	<b>1,497</b>	<b>(582)</b>	<b>2,295</b>	<b>70,675</b>	<b>(913)</b>	<b>(60)</b>	<b>69,702</b>
<b>Nonoperating gains (losses)</b>											
Investment income (losses), net	3,929	32,193	227	469	834	623	(198)	38,077	1,975	-	40,052
Other (losses) income, net	(3,784)	1,586	(187)	30	(240)	279	(2,097)	(4,413)	791	60	(3,562)
Loss on early extinguishment of debt	-	-	-	(87)	-	-	-	(87)	-	-	(87)
Loss on swap termination	-	-	-	-	-	-	-	-	-	-	-
<b>Total non-operating gains (losses), net</b>	<b>145</b>	<b>33,779</b>	<b>40</b>	<b>412</b>	<b>594</b>	<b>902</b>	<b>(2,295)</b>	<b>33,577</b>	<b>2,766</b>	<b>60</b>	<b>36,403</b>
<b>(Deficiency) excess of revenue over expenses</b>	<b>(5,404)</b>	<b>102,944</b>	<b>6,439</b>	<b>(2,138)</b>	<b>2,091</b>	<b>320</b>	<b>-</b>	<b>104,252</b>	<b>1,853</b>	<b>-</b>	<b>106,105</b>
<b>Net assets without donor restrictions</b>											
Net assets released from restrictions	-	419	565	-	402	318	-	1,704	65	-	1,769
Change in funded status of pension and other postretirement benefits	-	(65,005)	(7,720)	-	-	682	-	(72,043)	-	-	(72,043)
Net assets transferred to (from) affiliates	10,477	(16,360)	1,939	8,760	128	110	-	5,054	(5,054)	-	-
Additional paid in capital	-	-	-	-	-	-	-	-	-	-	-
Other changes in net assets	-	-	-	-	-	-	-	-	-	-	-
Change in fair value on interest rate swaps	-	-	-	-	-	-	-	-	-	-	-
Change in funded status of interest rate swaps	-	-	-	-	-	-	-	-	-	-	-
<b>Increase in net assets without donor restrictions</b>	<b>\$ 5,073</b>	<b>\$ 21,998</b>	<b>\$ 1,223</b>	<b>\$ 6,622</b>	<b>\$ 2,621</b>	<b>\$ 1,430</b>	<b>\$ -</b>	<b>\$ 38,967</b>	<b>\$ (3,136)</b>	<b>\$ -</b>	<b>\$ 35,831</b>



# Dartmouth-Hitchcock Health and Subsidiaries

## Consolidating Statements of Operations and Changes in Net Assets without Donor Restrictions

### Year Ended June 30, 2019

<i>(in thousands of dollars)</i>	D-HH and Other Subsidiaries	D-H and Subsidiaries	Cheshire and Subsidiaries	NLH and Subsidiaries	MAHHC and Subsidiaries	APD and Subsidiaries	VNH and Subsidiaries	Eliminations	Health System Consolidated
<b>Operating revenue and other support</b>									
Patient service revenue	\$ -	\$ 1,580,552	\$ 220,254	\$ 60,188	\$ 46,029	\$ 69,794	\$ 22,528	\$ -	\$ 1,999,323
Contracted revenue	5,010	109,842	355	-	5,902	-	-	(46,092)	75,017
Other operating revenue	21,128	188,775	3,549	4,260	3,868	10,951	540	(22,373)	210,698
Net assets released from restrictions	371	12,637	732	177	26	162	-	-	14,105
<b>Total operating revenue and other support</b>	<b>26,509</b>	<b>1,891,806</b>	<b>224,890</b>	<b>64,603</b>	<b>55,825</b>	<b>80,907</b>	<b>23,068</b>	<b>(68,465)</b>	<b>2,299,143</b>
<b>Operating expenses</b>									
Salaries	-	868,311	107,706	30,549	27,319	40,731	11,511	(23,576)	1,062,551
Employee benefits	-	208,346	24,235	5,434	7,133	7,218	2,701	(3,476)	251,591
Medical supplies and medications	-	354,201	34,331	6,298	3,035	8,639	1,371	-	407,875
Purchased services and other	11,366	246,101	35,396	13,390	14,371	18,172	7,437	(22,798)	323,435
Medicaid enhancement tax	-	54,954	8,005	2,284	1,776	3,062	-	-	70,061
Depreciation and amortization	14	69,343	8,125	3,920	2,478	4,194	340	-	88,414
Interest	20,678	21,585	1,054	1,119	228	1,637	63	(20,850)	25,514
<b>Total operating expenses</b>	<b>32,058</b>	<b>1,822,841</b>	<b>218,852</b>	<b>62,974</b>	<b>56,340</b>	<b>83,653</b>	<b>23,423</b>	<b>(70,700)</b>	<b>2,229,441</b>
<b>Operating (loss) margin</b>	<b>(5,549)</b>	<b>68,965</b>	<b>6,038</b>	<b>1,629</b>	<b>(515)</b>	<b>(2,746)</b>	<b>(355)</b>	<b>2,235</b>	<b>69,702</b>
<b>Non-operating gains (losses)</b>									
Investment income (losses), net	3,929	33,310	129	785	645	489	983	(198)	40,052
Other (losses) income, net	(3,784)	1,586	(171)	(240)	288	31	765	(2,037)	(3,562)
Loss on early extinguishment of debt	-	-	-	-	-	(87)	-	-	(87)
Loss on swap termination	-	-	-	-	-	-	-	-	-
<b>Total nonoperating gains (losses), net</b>	<b>145</b>	<b>34,896</b>	<b>(42)</b>	<b>545</b>	<b>933</b>	<b>413</b>	<b>1,748</b>	<b>(2,235)</b>	<b>36,403</b>
<b>(Deficiency) excess of revenue over expenses</b>	<b>(5,404)</b>	<b>103,861</b>	<b>5,996</b>	<b>2,174</b>	<b>418</b>	<b>(2,333)</b>	<b>1,393</b>	<b>-</b>	<b>106,105</b>
<b>Net assets without donor restrictions</b>									
Net assets released from restrictions	-	484	565	402	318	-	-	-	1,769
Change in funded status of pension and other postretirement benefits	-	(65,005)	(7,720)	-	682	-	-	-	(72,043)
Net assets transferred to (from) affiliates	10,477	(16,360)	1,963	128	118	3,629	45	-	-
Additional paid in capital	-	-	-	-	-	-	-	-	-
Other changes in net assets	-	-	-	-	-	-	-	-	-
Change in fair value on interest rate swaps	-	-	-	-	-	-	-	-	-
Change in funded status of interest rate swaps	-	-	-	-	-	-	-	-	-
<b>Increase in net assets without donor restrictions</b>	<b>\$ 5,073</b>	<b>\$ 22,980</b>	<b>\$ 804</b>	<b>\$ 2,704</b>	<b>\$ 1,536</b>	<b>\$ 1,296</b>	<b>\$ 1,438</b>	<b>\$ -</b>	<b>\$ 35,831</b>



# Dartmouth-Hitchcock Health and Subsidiaries Consolidating Statements of Operations and Changes in Net Assets Without Donor Restrictions Year Ended June 30, 2018

<i>(in thousands of dollars)</i>	Dartmouth-Hitchcock Health	Dartmouth-Hitchcock	Cheshire Medical Center	New London Hospital Association	MT. Ascutney Hospital and Health Center	Eliminations	DH Obligated Group Subtotal	All Other Non Oblig Group Affiliates	Eliminations	Health System Consolidated
<b>Operating revenue and other support</b>										
Patient service revenue	\$ -	\$ 1,475,314	\$ 216,736	\$ 60,486	\$ 52,014	\$ -	\$ 1,804,550	\$ 94,545	\$ -	\$ 1,899,095
Provision for bad debts	-	31,358	10,967	1,554	1,440	-	45,319	2,048	-	47,367
Net patient service revenue	-	1,443,956	205,769	58,932	50,574	-	1,759,231	92,497	-	1,851,728
Contracted revenue	(2,305)	97,291	-	-	2,169	(42,870)	54,285	716	(32)	54,969
Other operating revenue	9,799	134,481	3,365	4,189	1,814	(10,554)	143,054	6,978	(1,086)	148,946
Net assets released from restrictions	658	11,605	620	52	44	-	12,979	482	-	13,461
Total operating revenue and other support	8,152	1,687,313	209,754	63,153	54,601	(53,424)	1,969,549	100,673	(1,118)	2,069,104
<b>Operating expenses</b>										
Salaries	-	806,344	105,607	30,360	24,854	(21,542)	945,623	42,035	1,605	989,263
Employee benefits	-	181,833	28,343	7,252	7,000	(5,385)	219,043	10,221	419	229,683
Medical supplies and medications	-	289,327	31,293	8,161	3,055	-	329,836	10,195	-	340,031
Purchased services and other	8,509	215,073	33,065	13,587	13,960	(19,394)	264,800	29,390	(2,818)	291,372
Medicaid enhancement tax	-	53,044	8,070	2,659	1,744	-	65,517	2,175	-	67,692
Depreciation and amortization	23	66,073	10,217	3,934	2,030	-	82,277	2,501	-	84,778
Interest	8,684	15,772	1,004	881	224	(8,882)	17,783	1,039	-	18,822
Total operating expenses	17,216	1,627,466	217,599	64,934	52,867	(55,203)	1,924,879	97,556	(794)	2,021,641
Operating margin (loss)	(9,064)	59,847	(7,845)	(1,781)	1,734	1,779	44,670	3,117	(324)	47,463
<b>Non-operating gains (losses)</b>										
Investment income (losses), net	(26)	33,628	1,408	1,151	858	(198)	36,821	3,566	-	40,387
Other (losses) income, net	(1,364)	(2,599)	-	1,276	266	(1,581)	(4,002)	733	361	(2,908)
Loss on early extinguishment of debt	-	(13,909)	-	(305)	-	-	(14,214)	-	-	(14,214)
Loss on swap termination	-	(14,247)	-	-	-	-	(14,247)	-	-	(14,247)
Total non-operating gains (losses), net	(1,390)	2,873	1,408	2,122	1,124	(1,779)	4,358	4,299	361	9,018
(Deficiency) excess of revenue over expenses	(10,454)	62,720	(6,437)	341	2,858	-	49,028	7,416	37	56,481
<b>Net assets without donor restrictions</b>										
Net assets released from restrictions	-	16,038	-	4	252	-	16,294	19	-	16,313
Change in funded status of pension and other postretirement benefits	-	4,300	2,827	-	1,127	-	8,254	-	-	8,254
Net assets transferred to (from) affiliates	17,791	(25,355)	7,188	48	328	-	-	-	-	-
Additional paid in capital	-	-	-	-	-	-	-	58	(58)	-
Other changes in net assets	-	-	-	-	-	-	-	(185)	-	(185)
Change in fair value on interest rate swaps	-	4,190	-	-	-	-	4,190	-	-	4,190
Change in funded status of interest rate swaps	-	14,102	-	-	-	-	14,102	-	-	14,102
Increase in net assets without donor restrictions	\$ 7,337	\$ 75,995	\$ 3,578	\$ 393	\$ 4,565	\$ -	\$ 91,868	\$ 7,308	\$ (21)	\$ 99,155



# **Dartmouth-Hitchcock Health and Subsidiaries** **Consolidating Statements of Operations and Changes in Net Assets Without Donor Restrictions** **Year Ended June 30, 2018**

<i>(in thousands of dollars)</i>	D-HH and Other Subsidiaries	D-H and Subsidiaries	Cheshire and Subsidiaries	NLH and Subsidiaries	MAHHC and Subsidiaries	APD	VNH and Subsidiaries	Eliminations	Health System Consolidated
Operating revenue and other support									
Patient service revenue	\$ -	\$ 1,475,314	\$ 216,736	\$ 60,486	\$ 52,014	\$ 71,458	\$ 23,087	\$ -	\$ 1,899,095
Provision for bad debts	-	31,358	10,967	1,554	1,440	1,680	368	-	47,367
Net patient service revenue	-	1,443,956	205,769	58,932	50,574	69,778	22,719	-	1,851,728
Contracted revenue	(2,305)	98,007	-	-	2,169	-	-	(42,902)	54,969
Other operating revenue	9,799	137,242	4,061	4,166	3,168	1,697	453	(11,640)	148,946
Net assets released from restrictions	658	11,984	620	52	44	103	-	-	13,461
Total operating revenue and other support	8,152	1,691,189	210,450	63,150	55,955	71,578	23,172	(54,542)	2,069,104
Operating expenses									
Salaries	-	806,344	105,607	30,360	25,592	29,215	12,082	(19,937)	989,263
Employee benefits	-	181,833	28,343	7,252	7,162	7,406	2,653	(4,966)	229,683
Medical supplies and medications	-	289,327	31,293	6,161	3,057	8,484	1,709	-	340,031
Purchased services and other	8,512	218,690	33,431	13,432	14,354	19,220	5,945	(22,212)	291,372
Medicaid enhancement tax	-	53,044	8,070	2,659	1,743	2,176	-	-	67,692
Depreciation and amortization	23	66,073	10,357	3,939	2,145	1,831	410	-	84,778
Interest	8,684	15,772	1,004	981	223	975	65	(8,882)	18,822
Total operating expenses	17,219	1,631,083	218,105	64,784	54,276	69,307	22,864	(55,997)	2,021,641
Operating (loss) margin	(9,067)	60,106	(7,655)	(1,634)	1,679	2,271	308	1,455	47,463
Nonoperating gains (losses)									
Investment income (losses), net	(26)	35,177	1,954	1,097	787	203	1,393	(198)	40,387
Other (losses) income, net	(1,364)	(2,599)	(3)	1,276	273	(223)	952	(1,220)	(2,908)
Loss on early extinguishment of debt	-	(13,909)	-	(305)	-	-	-	-	(14,214)
Loss on swap termination	-	(14,247)	-	-	-	-	-	-	(14,247)
Total non-operating gains (losses), net	(1,390)	4,422	1,951	2,068	1,060	(20)	2,345	(1,418)	9,018
(Deficiency) excess of revenue over expenses	(10,457)	64,528	(5,704)	434	2,739	2,251	2,653	37	56,481
Net assets without donor restrictions									
Net assets released from restrictions	-	16,058	-	4	251	-	-	-	16,313
Change in funded status of pension and other postretirement benefits	-	4,300	2,827	-	1,127	-	-	-	8,254
Net assets transferred to (from) affiliates	17,791	(25,355)	7,188	48	328	-	-	-	-
Additional paid in capital	58	-	-	-	-	-	-	(58)	-
Other changes in net assets	-	-	-	-	-	(185)	-	-	(185)
Change in fair value on interest rate swaps	-	4,190	-	-	-	-	-	-	4,190
Change in funded status of interest rate swaps	-	14,102	-	-	-	-	-	-	14,102
Increase (decrease) in net assets without donor restrictions	\$ 7,392	\$ 77,823	\$ 4,311	\$ 486	\$ 4,445	\$ 2,066	\$ 2,653	\$ (21)	\$ 99,155



## **Dartmouth-Hitchcock Health and Subsidiaries**

### **Notes to Supplemental Consolidating Information**

#### **June 30, 2019 and 2018**

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#### **1. Basis of Presentation**

The accompanying supplemental consolidating information includes the consolidating balance sheet and the consolidating statement of operations and changes in net assets without donor restrictions of D-HH and its subsidiaries. All intercompany accounts and transactions between D-HH and its subsidiaries have been eliminated. The consolidating information presented is prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America consistent with the consolidated financial statements. The consolidating information is presented for purposes of additional analysis of the consolidated financial statements and is not required as part of the basic financial statements.



## **Schedule of Expenditures of Federal Awards**



# Dartmouth-Hitchcock Health and Subsidiaries Schedule of Expenditures of Federal Awards Year Ended June 30, 2019

	CFDA	Award Number/pass-through Identification Number	Funding Source	Pass-Through Entity	Total Expenditures	Amount Passed Through to Subrecipients
<b>Federal Program</b>						
<b>Research and Development Cluster</b>						
<b>Department of Defense</b>						
National Guard Military Operations and Maintenance (OSM) Projects	12.401	W61XWH1820076	Direct		\$ 234,630	\$ -
Military Medical Research and Development	12.420	W61XWH1810712	Direct		131,525	-
Military Medical Research and Development	12.420	R1143	Pass-Through	Trustees of Dartmouth College	2,055	-
					133,580	-
Department of Defense	12.RD	80232	Pass-Through	Creare, Inc.	48,275	-
					414,485	-
<b>Environmental Protection Agency</b>						
Science To Achieve Results (STAR) Research Program	66.509	31220SUB52965	Pass-Through	University of Vermont	1,031	-
					1,031	-
<b>Department of Health and Human Services</b>						
Innovations in Applied Public Health Research	93.061	1 R01 TS000288	Direct		84,957	8,367
Environmental Health	93.113	6K23ES025781-06	Direct		111,125	-
Environmental Health	93.113	R1118	Pass-Through	Trustees of Dartmouth College	5,087	-
					116,212	-
<b>NIEHS Superfund Hazardous Substances</b>						
Health Program for Toxic Substances and Disease Registry	93.143	R1099	Pass-Through	Trustees of Dartmouth College	6,457	-
Research Related to Deafness and Communication Disorders	93.161	AWD00010523	Direct		61,180	-
National Research Service Award in Primary Care Medicine	93.173	6R21DC015133-03	Direct		119,896	61,908
	93.186	T32HP32520	Direct		306,112	-
Research and Training in Complementary and Integrative Health	93.213	R1112	Pass-Through	Trustees of Dartmouth College	21,197	-
Research and Training in Complementary and Integrative Health	93.213	R1187	Pass-Through	Trustees of Dartmouth College	446	-
Research and Training in Complementary and Integrative Health	93.213	12272	Pass-Through	Palmer College of Chiropractic	30,748	-
Research and Training in Complementary and Integrative Health	93.213	Not Provided	Pass-Through	Southern California University of Health	12,030	-
					64,421	-
<b>Research on Healthcare Costs, Quality and Outcomes</b>						
Research on Healthcare Costs, Quality and Outcomes	93.226	5P30HS024403	Direct		641,114	-
Research on Healthcare Costs, Quality and Outcomes	93.226	R1128	Pass-Through	Trustees of Dartmouth College	6,003	-
Research on Healthcare Costs, Quality and Outcomes	93.226	R1146	Pass-Through	Trustees of Dartmouth College	4,696	-
					651,813	-
<b>Mental Health Research Grants</b>						
Mental Health Research Grants	93.242	1K08MH117347-01A1	Direct		54,211	-
Mental Health Research Grants	93.242	6K23MH116367-02	Direct		109,228	-
Mental Health Research Grants	93.242	6R01MH110965	Direct		220,076	84,823
Mental Health Research Grants	93.242	6T32MH073553-15	Direct		130,340	-
Mental Health Research Grants	93.242	6R25MH068502-17	Direct		157,599	-
Mental Health Research Grants	93.242	6R01MH107625-05	Direct		200,805	27,964
Mental Health Research Grants	93.242	R1082	Pass-Through	Trustees of Dartmouth College	11,740	-
Mental Health Research Grants	93.242	R1144	Pass-Through	Trustees of Dartmouth College	5,897	-
Mental Health Research Grants	93.242	R1156	Pass-Through	Trustees of Dartmouth College	4,721	-
					894,617	112,787



# Dartmouth-Hitchcock Health and Subsidiaries Schedule of Expenditures of Federal Awards Year Ended June 30, 2019

	CFDA	Award Number/pass-through Identification Number	Funding Source	Pass-Through Entity	Total Expenditures	Amount Passed Through to Subrecipients
Drug Abuse and Addiction Research Programs	93.279	6R01DA034699-05	Direct		390,647	90,985
Drug Abuse and Addiction Research Programs	93.279	6R21DA044501-03	Direct		118,741	-
Drug Abuse and Addiction Research Programs	93.279	6R01DA041416-04	Direct		135,687	62,277
Drug Abuse and Addiction Research Programs	93.279	R1105	Pass-Through	Trustees of Dartmouth College	11,957	-
Drug Abuse and Addiction Research Programs	93.279	R1104	Pass-Through	Trustees of Dartmouth College	4,109	-
Drug Abuse and Addiction Research Programs	93.279	R1192	Pass-Through	Trustees of Dartmouth College	5,059	-
					<u>666,200</u>	<u>153,262</u>
Discovery and Applied Research for Technological Innovations to Improve Human Health	93.286	6K23EB026507-02	Direct		98,499	9,582
Discovery and Applied Research for Technological Innovations to Improve Human Health	93.286	6R21EB021456-03	Direct		23,293	-
Discovery and Applied Research for Technological Innovations to Improve Human Health	93.286	R1103	Pass-Through	Trustees of Dartmouth College	16,635	-
Discovery and Applied Research for Technological Innovations to Improve Human Health	93.286	5R21EB024771-02	Pass-Through	Trustees of Dartmouth College	5,938	-
					<u>144,365</u>	<u>9,582</u>
National Center for Advancing Translational Sciences	93.350	R1113	Pass-Through	Trustees of Dartmouth College	342,790	-
21st Century Cures Act - Beau Biden Cancer Moonshot	93.353	1204501	Pass-Through	Dana Farber Cancer Institute	166,421	-
Cancer Cause and Prevention Research	93.393	1R01CA225792	Direct		54,351	-
Cancer Cause and Prevention Research	93.393	R21CA227776A	Direct		28,640	-
Cancer Cause and Prevention Research	93.393	R01CA229197	Direct		65,701	-
Cancer Cause and Prevention Research	93.393	R1127	Pass-Through	Trustees of Dartmouth College	6,035	-
Cancer Cause and Prevention Research	93.393	R1097	Pass-Through	Trustees of Dartmouth College	5,870	-
Cancer Cause and Prevention Research	93.393	R1109	Pass-Through	Trustees of Dartmouth College	1,984	-
Cancer Cause and Prevention Research	93.393	DHMC222648	Pass-Through	The Pennsylvania State University	3,173	-
Cancer Cause and Prevention Research	93.393	R44CA210810	Pass-Through	Calm Surgical, LLC	38,241	-
					<u>203,995</u>	<u>-</u>
Cancer Detection and Diagnosis Research	93.394	4R00CA190890-03	Direct		1,717	-
Cancer Detection and Diagnosis Research	93.394	6R37CA212187-03	Direct		108,110	2,907
Cancer Detection and Diagnosis Research	93.394	6R03CA219445-03	Direct		18,880	-
Cancer Detection and Diagnosis Research	93.394	R1079	Pass-Through	Trustees of Dartmouth College	23,031	-
Cancer Detection and Diagnosis Research	93.394	R1080	Pass-Through	Trustees of Dartmouth College	23,031	-
Cancer Detection and Diagnosis Research	93.394	R1086	Pass-Through	Trustees of Dartmouth College	6,772	-
Cancer Detection and Diagnosis Research	93.394	R1096	Pass-Through	Trustees of Dartmouth College	1,174	-
Cancer Detection and Diagnosis Research	93.394	R1124	Pass-Through	Trustees of Dartmouth College	83,174	-
					<u>263,689</u>	<u>2,907</u>
Cancer Treatment Research	93.395	1UG1CA233323-01	Direct		14,675	-
Cancer Treatment Research	93.395	6U10CA180854-06	Direct		27,790	-
Cancer Treatment Research	93.395	DAC-194321	Pass-Through	Mayo Clinic	36,708	-



# Dartmouth-Hitchcock Health and Subsidiaries Schedule of Expenditures of Federal Awards Year Ended June 30, 2019

	CFDA	Award Number/pass-through Identification Number	Funding Source	Pass-Through Entity	Total Expenditures	Amount Passed Through to Subrecipients
Cancer Treatment Research	93.395	R1087	Pass-Through	Trustees of Dartmouth College	2,830	-
Cancer Treatment Research	93.395	110408	Pass-Through	Brigham and Women's Hospital	20,430	-
					<u>102,233</u>	-
Cancer Centers Support Grants	93.397	R1128	Pass-Through	Trustees of Dartmouth College	95,824	-
Cardiovascular Diseases Research	93.837	1UM1HL147371-01	Direct		11,774	-
Cardiovascular Diseases Research	93.837	7K23HL142835-02	Direct		85,544	-
					<u>77,318</u>	-
Lung Diseases Research	93.838	6R01HL122372-05	Direct		205,920	8,664
Arthritis, Musculoskeletal and Skin Diseases Research	93.846	6T32AR049710-18	Direct		73,049	-
Diabetes, Digestive, and Kidney Diseases Extramural Research	93.847	R1098	Pass-Through	Trustees of Dartmouth College	70,736	704
Extramural Research Programs in the Neurosciences and Neurological Disorders	93.853	6R01NS052274-11	Direct		50,412	-
Extramural Research Programs in the Neurosciences and Neurological Disorders	93.853	16-210950-04	Direct		18,016	-
					<u>68,428</u>	-
Allergy and Infectious Diseases Research	93.855	R1081	Pass-Through	Trustees of Dartmouth College	3,787	-
Allergy and Infectious Diseases Research	93.855	RES513934	Pass-Through	Case Western Reserve University	4,170	-
Allergy and Infectious Diseases Research	93.855	R1155	Pass-Through	Trustees of Dartmouth College	14,582	-
					<u>22,539</u>	-
Biomedical Research and Research Training	93.859	R1100	Pass-Through	Trustees of Dartmouth College	14,901	-
Biomedical Research and Research Training	93.859	R1141	Pass-Through	Trustees of Dartmouth College	587	-
Biomedical Research and Research Training	93.859	R1145	Pass-Through	Trustees of Dartmouth College	241	-
					<u>15,729</u>	-
Child Health and Human Development Extramural Research	93.865	5P2CHD086841-04	Direct		127,400	10,132
Child Health and Human Development Extramural Research	93.865	6UG1OD024946-03	Direct		260,914	-
Child Health and Human Development Extramural Research	93.865	6R01HD067270	Direct		314,058	223,885
Child Health and Human Development Extramural Research	93.865	R1119	Pass-Through	Trustees of Dartmouth College	13,284	-
Child Health and Human Development Extramural Research	93.865	51480	Pass-Through	Univ of Arkansas for Medical Sciences	4,698	-
					<u>720,332</u>	234,017
Aging Research	93.866	6K23AG051681-04	Direct		78,377	2,883
Aging Research	93.866	R1102	Pass-Through	Trustees of Dartmouth College	8,285	-
					<u>84,662</u>	2,883
Vision Research	93.867	6R21EY028677-02	Direct		28,751	3,149
Medical Library Assistance	93.879	R1107	Pass-Through	Trustees of Dartmouth College	4,273	-
Medical Library Assistance	93.879	R1190	Pass-Through	Trustees of Dartmouth College	1,244	-
					<u>5,517</u>	-
International Research and Research Training	93.989	R1123	Pass-Through	Trustees of Dartmouth College	5,936	-
International Research and Research Training	93.989	6R25TW007893-09	Pass-Through	Fogarty International Center	98,327	65,097
					<u>102,263</u>	65,097



# Dartmouth-Hitchcock Health and Subsidiaries Schedule of Expenditures of Federal Awards Year Ended June 30, 2019

	CFDA	Award Number/pass-through Identification Number	Funding Source	Pass-Through Entity	Total Expenditures	Amount Passed Through to Subrecipients
Department of Health and Human Services	93.RD		Pass-Through	Leidos Biomedical Research, Inc.	201,551	-
Total Department of Health and Human Services					5,970,977	663,327
Total Research and Development Cluster					6,386,493	663,327
Medicaid Cluster						
Medical Assistance Program	93.778	SNHH 2-18-19	Pass-Through	Southern New Hampshire Health	131,775	-
Medical Assistance Program	93.778	Not Provided	Pass-Through	NH Dept of Health and Human Services	1,453,796	-
Medical Assistance Program	93.778	RFP-2017-OCOM-01-PHYSH-01	Pass-Through	NH Dept of Health and Human Services	3,106,149	-
Medical Assistance Program	93.778	03420-72355	Pass-Through	Vermont Department of Health	59,391	-
Medical Assistance Program	93.778	03410-2020-19	Pass-Through	Vermont Department of Health	118,786	-
Total Medicaid Cluster					4,869,897	-
Highway Safety Cluster						
State and Community Highway Safety	20.600	19-266 Youth Operator	Pass-Through	NH Highway Safety Agency	66,660	-
State and Community Highway Safety	20.600	19-266 BUNH	Pass-Through	NH Highway Safety Agency	78,915	-
State and Community Highway Safety	20.600	19-266 Statewide CPS	Pass-Through	NH Highway Safety Agency	82,202	-
Total Highway Safety Cluster					225,777	-
Other Sponsored Programs						
Department of Justice						
Crime Victim Assistance	16.575	2015-VA-GX0007	Pass-Through	New Hampshire Department of Justice	237,692	-
Improving the Investigation and Prosecution of Child Abuse and the Regional and Local Children's Advocacy Centers	16.758	1-CLAR-NH-SA17	Pass-Through	National Children's Alliance	1,448	-
					239,140	-
Department of Education						
Race to the Top	84.412	03440-34119-18-ELCG24	Pass-Through	Vermont Dept for Children and Families	115,094	-
					115,094	-
Department of Health and Human Services						
Hospital Preparedness Program (HPP) and Public Health Emergency Preparedness (PHEP) Aligned Cooperative Agreements	93.074	Not Provided	Pass-Through	NH Dept of Health and Human Services	89,945	-
Blood Disorder Program: Prevention, Surveillance, and Research	93.080	GENFD0001566485	Pass-Through	Boston Children's Hospital	18,283	-
Maternal and Child Health Federal Consolidated Programs	93.110	6 T73MC323930101	Direct		652,997	591,411
Maternal and Child Health Federal Consolidated Programs	93.110	0253-6345-4609	Pass-Through	Icahn School of Medicine at Mount Sinai	18,548	-
					672,545	591,411
Emergency Medical Services for Children	93.127	7 H33MC323950100	Direct		137,067	-
Centers for Research and Demonstration for Health Promotion and Disease Prevention	93.135	R1140	Pass-Through	Trustees of Dartmouth College	449,757	-
HIV-Related Training and Technical Assistance	93.145	Not Provided	Pass-Through	University of Massachusetts Med School	3,242	-
Coordinated Services and Access to Research for Women, Infants, Children	93.153	H12HA31112	Direct		391,829	-
Substance Abuse and Mental Health Services Projects of Regional and National Significance	93.243	7H79SM063584-01	Direct		24,313	-
Substance Abuse and Mental Health Services Projects of Regional and National Significance	93.243	RFP-2018-DPHS-01-REGION-1	Pass-Through	NH Dept of Health and Human Services	55,361	-
Substance Abuse and Mental Health Services Projects of Regional and National Significance	93.243	Not Provided	Pass-Through	Vermont Department of Health	227,437	-
Substance Abuse and Mental Health Services Projects of Regional and National Significance	93.243	03420-A19006S	Pass-Through	Vermont Department of Health	126,784	-
					433,875	-
Drug Free Communities Support Program Grants	93.276	SH79SP020382	Direct		126,464	-
Department of Health and Human Services	93.628	RFP-2018-DPHS-01-REGION-1	Pass-Through	NH Dept of Health and Human Services	29,638	-



# Dartmouth-Hitchcock Health and Subsidiaries Schedule of Expenditures of Federal Awards Year Ended June 30, 2019

	CFDA	Award Number/pass-through Identification Number	Funding Source	Pass-Through Entity	Total Expenditures	Amount Passed Through to Subrecipients
University Centers for Excellence in Developmental Disabilities Education, Research, and Service	93.632	19-029	Pass-Through	University of New Hampshire	2,811	-
Adoption Opportunities	93.652	AWD00009303	Direct		32,384	-
Adoption Opportunities	93.652	RFP-2018-OPHS-01-REGION-1	Pass-Through	NH Dept of Health and Human Services	110,524	-
					<u>142,908</u>	-
Preventive Health and Health Services Block Grant funded solely with Prevention and Public Health Funds (PPHF)	93.758	RFP-2018-OPHS-01-REGION-1	Pass-Through	NH Dept of Health and Human Services	343,297	-
University Centers for Excellence in Developmental Disabilities Education, Research, and Service	93.761	90FPSG0019	Direct		134,524	-
Opioid STR	93.788	RFP-2018-BDAS-05-INTEG	Pass-Through	NH Dept of Health and Human Services	954,356	61,208
Opioid STR	93.788	2019-BDAS-05-ACCES-04	Pass-Through	NH Dept of Health and Human Services	161,184	-
Opioid STR	93.788	SS-2019-BDAS-05-ACCES-02	Pass-Through	NH Dept of Health and Human Services	243,747	-
					<u>1,359,267</u>	<u>61,208</u>
Organized Approaches to Increase Colorectal Cancer Screening	93.800	5 NUS8DP006086	Direct		912,937	-
Hospital Preparedness Program (HPP) Ebola Preparedness	93.817	03420-6755S	Pass-Through	Vermont Department of Health	2,347	-
Maternal, Infant and Early Childhood Home Visiting Grant	93.870	03420-6951S	Pass-Through	Vermont Department of Health	99,841	-
Maternal, Infant and Early Childhood Home Visiting Grant	93.870	03420-07623	Pass-Through	Vermont Department of Health	178,907	-
					<u>278,748</u>	-
National Bioterrorism Hospital Preparedness Program	93.889	03420-7272S	Pass-Through	Vermont Department of Health	2,786	-
Rural Health Care Services Outreach, Rural Health Network Develop and Small Health Care Provider Quality Improvement	93.912	6 D06RH31057-02-03	Direct		138,959	-
Grants to Provide Outpatient Early Intervention Services with Respect to HIV Disease	93.918	1 H76HA31654-01-00	Direct		273,666	-
Block Grants for Community Mental Health Services	93.958	9224120	Pass-Through	NH Dept of Health and Human Services	2,498	-
Block Grants for Community Mental Health Services	93.958	RFP-2017-DBH-05-FIRST	Pass-Through	NH Dept of Health and Human Services	32,625	-
					<u>35,123</u>	-
Block Grants for Prevention and Treatment of Substance Abuse	93.959	05-95-49-491510-2990	Pass-Through	NH Dept of Health and Human Services	69,276	-
Block Grants for Prevention and Treatment of Substance Abuse	93.959	Not Provided	Pass-Through	Foundation for Healthy Communities	54,356	-
Block Grants for Prevention and Treatment of Substance Abuse	93.959	05-95-49-491510-2990	Pass-Through	Foundation for Healthy Communities	1,695	-
Block Grants for Prevention and Treatment of Substance Abuse	93.959	03420-A18033S	Pass-Through	Vermont Department of Health	59,204	-
					<u>184,531</u>	-
PPHF Geriatric Education Centers	93.969	U10HP32519	Direct		728,055	-
Department of Health and Human Services	93.001	RFP-2018-OPHS-05-INJUR	Pass-Through	NH Highway Safety Agency	80,107	-
Department of Health and Human Services	93.002	Not Provided	Pass-Through	NH Dept of Health and Human Services	48,489	-
Department of Health and Human Services	93.003	Not Provided	Pass-Through	NH Dept of Health and Human Services	56,419	-
Department of Health and Human Services	93.004	Not Provided	Pass-Through	NH Dept of Health and Human Services	37,009	-
Department of Health and Human Services	93.005	Not Provided	Pass-Through	NH Dept of Health and Human Services	39,653	-
Department of Health and Human Services	93.006	Not Provided	Pass-Through	County of Cheshire	213,301	-
					<u>474,978</u>	-
Corporation for National and Community Service AmeriCorps	94.006	17ACHNH0010001	Pass-Through	Volunteer NH	72,297	-
					<u>72,297</u>	-
Total Other Programs					<u>7,774,313</u>	<u>652,619</u>
Total Federal Awards and Expenditures					<u>\$ 19,256,480</u>	<u>\$ 1,315,946</u>



## **Dartmouth-Hitchcock Health and Subsidiaries**

### **Notes to Schedule of Expenditures of Federal Awards**

#### **June 30, 2019**

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#### **1. Basis of Presentation**

The accompanying schedule of expenditures of federal awards (the "Schedule") presents the activity of federal award programs administered by Dartmouth-Hitchcock Health and Subsidiaries (the "Health System") as defined in the notes to the consolidated financial statements and is presented on an accrual basis. The purpose of this Schedule is to present a summary of those activities of the Health System for the year ended June 30, 2019 which have been financed by the United States government ("federal awards"). For purposes of this Schedule, federal awards include all federal assistance entered into directly between the Health System and the federal government and subawards from nonfederal organizations made under federally sponsored agreements. The information in this Schedule is presented in accordance with the requirements of the Uniform Guidance. Pass-through entity identification numbers and CFDA numbers have been provided where available.

Visiting Nurse and Hospice of NH and VT ("VNH") received a Community Facilities Loan, CFDA #10.766, of which the proceeds were expended in the prior fiscal year. The VNH had an outstanding balance of \$2,696,512 as of June 30, 2019. As this loan was related to a project that was completed in the prior audit period and the terms and conditions do not impose continued compliance requirements other than to repay the loan, we have properly excluded the outstanding loan balance from the Schedule.

#### **2. Indirect Expenses**

Indirect costs are charged to certain federal grants and contracts at a federally approved predetermined indirect rate, negotiated with the Division of Cost Allocation and therefore we do not use the de minimus 10% rate. The predetermined rate provided for the year ended June 30, 2019 was 29.3%. Indirect costs are included in the reported federal expenditures.

#### **3. Related Party Transactions**

The Health System has an affiliation agreement with Dartmouth College dated June 4, 1996 in which the Health System and the Geisel School of Medicine at Dartmouth College affirm their mutual commitment to providing high quality medical care, medical education and medical research at both organizations. Pursuant to this affiliation agreement, certain clinical faculty of the Health System participate in federal research programs administered by Dartmouth College. During the fiscal year ended June 30, 2019, Health System expenditures, which Dartmouth College reimbursed, totaled \$3,979,033. Based on the nature of these transactions, the Health System and Dartmouth College do not view these arrangements to be subrecipient transactions but rather view them as Dartmouth College activity. Accordingly, this activity does not appear in the Health System's schedule of expenditures of federal awards for the year ended June 30, 2019.



**Part II**  
**Reports on Internal Control and Compliance**





**Report of Independent Auditors on Internal Control Over Financial Reporting and on  
Compliance and Other Matters Based on an Audit of Financial Statements Performed in  
Accordance with Government Auditing Standards**

To the Board of Trustees of  
Dartmouth-Hitchcock Health and subsidiaries

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the consolidated financial statements of Dartmouth-Hitchcock Health and its subsidiaries (the "Health System"), which comprise the consolidated balance sheet as of June 30, 2019, and the related consolidated statements of operations and changes in net assets and of cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated November 26, 2019, which included an emphasis of a matter paragraph related to the Health System changing the manner in which it accounts for revenue recognition from contracts with customers and the manner in which it presents net assets and reports certain aspects of its financial statements as a not-for-profit entity in 2019 as discussed in note 2 of the consolidated financial statements.

**Internal Control Over Financial Reporting**

In planning and performing our audit of the financial statements, we considered the Health System's internal control over financial reporting ("internal control") to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Health System's internal control. Accordingly, we do not express an opinion on the effectiveness of the Health System's internal control.

*A deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. *A material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. *A significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.





#### **Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the Health System's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

#### **Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

*PrimateHouse Corp. LLP*

Boston, Massachusetts  
November 26, 2019





**Report of Independent Auditors on Compliance with Requirements  
That Could Have a Direct and Material Effect on Each Major Program and on Internal  
Control Over Compliance in Accordance with the Uniform Guidance**

To the Board of Trustees of  
Dartmouth-Hitchcock Health and subsidiaries

**Report on Compliance for Each Major Federal Program**

We have audited Dartmouth-Hitchcock Health and its subsidiaries' (the "Health System") compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of the Health System's major federal programs for the year ended June 30, 2019. The Health System's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

***Management's Responsibility***

Management is responsible for compliance with federal statutes, regulations and the terms and conditions of its federal awards applicable to its federal programs.

***Auditors' Responsibility***

Our responsibility is to express an opinion on compliance for each of the Health System's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the Health System's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Dartmouth-Hitchcock Health and its subsidiaries compliance.





### ***Opinion on Each Major Federal Program***

In our opinion, Dartmouth-Hitchcock Health and its subsidiaries complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2019.

### **Report on Internal Control Over Compliance**

Management of the Health System are responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the Health System's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the Health System's internal control over compliance.

*A deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

*Priscilla House Cooper LLP*

Boston, Massachusetts  
March 31, 2020



**Part III**  
**Findings and Questioned Costs**



# **Dartmouth-Hitchcock and Subsidiaries**

## **Schedule of Findings and Questioned Costs**

### **Year Ended June 30, 2019**

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#### **I. Summary of Auditor's Results**

##### **Financial Statements**

Type of auditor's report issued	Unmodified opinion
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Internal control over financial reporting	
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Material weakness (es) identified?	No
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Significant deficiency (ies) identified that are not considered to be material weakness (es)?	None reported
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Noncompliance material to financial statements	No
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##### **Federal Awards**

Internal control over major programs	
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Material weakness (es) identified?	No
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Significant deficiency (ies) identified that are not considered to be material weakness (es)?	None reported
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Type of auditor's report issued on compliance for major programs	Unmodified opinion
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Audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)?	No
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##### **Identification of major programs**

<b>CFDA Number</b>	<b>Name of Federal Program or Cluster</b>
Various CFDA Numbers	Research and Development

93.800	Organized Approaches to Increase Colorectal Cancer Screening
93.788	Opioid STR
93.110	Maternal and Child Health Federal Consolidated Programs

Dollar threshold used to distinguish between Type A and Type B programs	\$750,000
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Auditee qualified as low-risk auditee?	Yes
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**Dartmouth-Hitchcock and Subsidiaries**  
**Schedule of Findings and Questioned Costs**  
**Year Ended June 30, 2019**

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**II. Financial Statement Findings**

None Noted

**III. Federal Award Findings and Questioned Costs**

None Noted



**Dartmouth-Hitchcock and Subsidiaries**  
**Summary Schedule of Prior Audit Findings and Status**  
**Year Ended June 30, 2019**

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There are no findings from prior years that require an update in this report.



**DARTMOUTH-HITCHCOCK (D-H) | DARTMOUTH-HITCHCOCK HEALTH (D-HH)  
BOARDS OF TRUSTEES AND OFFICERS**

**Effective: January 1, 2021**

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<b>Carl "Trey" Dobson, MD</b> MHMH/DHC Trustee <i>Chief Medical Officer, Southwestern Vermont Medical Center</i>	<b>Thomas Raffio, MBA, FLMI</b> MHMH/DHC Trustee <i>President &amp; CEO, Northeast Delta Dental</i>
<b>Elof Eriksson, MD, PhD</b> MHMH/DHC Trustee <i>Professor Emeritus, Harvard Medical School and Chief Medical Officer, Applied Tissues Technologies, LLC</i>	<b>Kurt K. Rhynhart, MD, FACS</b> MHMH/DHC (D-H Lebanon Physician Trustee Representative) Trustee <i>DHMC Trauma Medical Director and Divisional Chief of Trauma and Acute Care Surgery</i>
<b>Gary L. Freed, Jr., MD, PharmD</b> MHMH/DHC Trustee <i>Plastic Surgeon, DHMC and Assistant Professor of Surgery for Geisel School of Medicine at Dartmouth</i>	<b>Edward Howe Stansfield, III, MA</b> MHMH/DHC/D-HH Boards' Chair <i>Senior VP, Resident Director for the Hanover, NH Bank of America/Merrill Lynch Office</i>
<b>Thomas P. Glynn, PhD</b> MHMH/DHC Trustee <i>Chief Executive Officer, Massachusetts Port Authority</i>	<b>Pamela Austin Thompson, MS, RN, CENP, FAAN</b> MHMH/DHC/D-HH Trustee <i>Chief executive officer emeritus of the American Organization of Nurse Executives (AONE)</i>
<b>Robert S.D. Higgins, MD, MSHA</b> MHMH/DHC Trustee <i>Nicholas M. Greene Professor and Chair, Dept. of Anesthesiology, Yale School of Medicine</i>	<b>Marc B. Wolpow, JD, MBA</b> MHMH/DHC/D-HH Trustee <i>Co-Chief Executive Officer of Audax Group</i>
<b>Roberta L. Hines, MD</b> MHMH/DHC Trustee <i>Surgeon-in-Chief, The John Hopkins Hospital</i>	



Name: Luke Archibald

## Curriculum Vitae

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**Luke J Archibald, M.D.**

Date Prepared: 5/1/2020

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### Education

8/2005 – 5/2009	M.D., Columbia University College of Physicians and Surgeons New York, NY
8/1998 – 5/2002	Bachelor of Science in Chemistry, University of Notre Dame Notre Dame, IN

### Postdoctoral Training

7/2013 – 6/2014	Addiction Psychiatry Fellow New York University School of Medicine
7/2012 – 6/2013	Chief Resident in Psychiatry New York University School of Medicine
7/2009 – 6/2012	Resident in Psychiatry New York University School of Medicine

### Academic Appointments

11/2018 – current	Assistant Professor of Psychiatry Geisel School of Medicine at Dartmouth
7/2014 – 10/2018	Clinical Assistant Professor of Psychiatry New York University School of Medicine

### Institutional Leadership Roles

11/2018 – current	Director of Addiction Services Department of Psychiatry Dartmouth-Hitchcock Medical Center, Lebanon, NH
1/2017 – 10/2018	Director, Division of Alcoholism and Drug Abuse Department of Psychiatry Bellevue Hospital, New York, NY



Name: Luke Archibald

7/2015 – 8/2018                      Unit Chief, 20 East Dual Diagnosis  
 Department of Psychiatry  
 Bellevue Hospital, New York, NY

### **Licensure and Certification**

2018 – current                      State of New Hampshire Board of Medicine, License #19180  
 2016 – current                      State of California Board of Medicine, License #A142053  
 2014 – current                      Buprenorphine certification in accordance with DATA 2000  
 2010 – current                      State of New York License in Medicine, Registration #258530

### **Board Certification**

9/2014 – current                      Addiction Psychiatry (certificate #2224)  
 American Board of Psychiatry and Neurology

9/2013 – current                      Psychiatry (certificate #66177)  
 American Board of Psychiatry and Neurology

### **Hospital or Health System Appointments**

11/2018 – current                      Director of Addiction Services  
 Department of Psychiatry  
 Dartmouth-Hitchcock Medical Center, Lebanon, NH

1/2017 – 10/2018                      Director, Division of Alcoholism and Drug Abuse  
 Department of Psychiatry  
 Bellevue Hospital, New York, NY

7/2015 – 8/2018                      Unit Chief, 20 East Dual Diagnosis  
 Department of Psychiatry  
 Bellevue Hospital, New York, NY

7/2014 – 6/2015                      Attending Psychiatrist  
 Comprehensive Psychiatric Emergency Room (CPEP)  
 Bellevue Hospital, New York, NY

7/2011 – 6/2013                      Psychiatry Moonlighter  
 North Shore/LIJ Lenox Hill Hospital, New York, NY

### **Other Professional Positions**

7/2013 – 10/2018                      Private Psychiatric Practice  
 New York, NY

6/2002 – 8/2005                      Actuarial Analyst, Mercer Consulting (Marsh & McLennan)  
 New York, NY



## Professional Development Activities

### Teaching Activities

- A. Undergraduate teaching ("college" students)
- B. Undergraduate Medical Education (UME; "med student") *Classroom* teaching
- C. Undergraduate Medical Education (UME; "med student") *Clerkship or other Clinical* (e.g., On-doctoring) teaching

Medical Student Clerkship in Psychiatry

7/2015-8/2018

NYU School of Medicine

Inpatient clinical preceptor

200 hours/year; 16 students/year

Medical Student Pre-Clinical Psychiatry Interviewing Seminar

9/2012 – 11/2012

NYU School of Medicine

Group preceptor

12 hours/year; 8 students/year

- D. Graduate Medical Education (GME) teaching: Inclusive of instruction of residents and fellows during clinical practice

Addiction Psychiatry Fellow Supervision

11/2018 – current

Geisel School of Medicine at Dartmouth

Clinical Supervisor, Addiction Treatment Program

50 hours/year; 2 fellows/year

Psychiatry Resident (PGY1) Didactics – "Intern Crash Course"

7/2019 – current

Geisel School of Medicine at Dartmouth

Lecturer

2 hours/year; 8 residents/year

Psychiatry Resident (PGY3) Supervision

7/2014 – 10/2018

NYU School of Medicine

Outpatient Supervisor

40 hours/year; 1 resident/year

Addiction Psychiatry Fellow Supervision

7/2015 – 8/2018

NYU School of Medicine

Supervisor, 20 East Dual Diagnosis Unit rotation

100 hours/year; 5 fellows/year



Name: Luke Archibald

Addiction Psychiatry Fellow Didactics

7/2016 – 6/2018

NYU School of Medicine

Lecturer

2 hours/year; 5 fellows/year

Psychiatry Resident (PGY1) Didactics: Introduction to Psychiatry

7/2016 – 6/2018

NYU School of Medicine

Lecturer

3 hours/year; 12 residents/year

Psychiatry Resident (PGY1) Supervision

7/2014 – 6/2015

NYU School of Medicine

Supervisor, Comprehensive Psychiatric Emergency Room (CPEP)

100 hours/year; 12 residents/year

E. Other clinical education programs (e.g., PA programs)

F. Graduate teaching (post-college students enrolled in advance degree-granting programs, e.g., MS, MPH, PhD)

Psychology Extern Didactics

7/2015 – 6/2018

Bellevue Hospital, New York, NY

Lecturer

1 hour/year; 10 externs/year

G. Other professional/academic programs (e.g., teaching in courses at MBL or Cold Spring Harbor)

Project ECHO: Mental Health and Substance Use

Dates: 1/14/2020, 3/10/2020

Dartmouth-Hitchcock Knowledge Map

Expert Discussant

2 hours/year, 20 participants/session

**Primary Research Advising**

**Advising/Mentoring (other)**

**Engagement, Community Service/Education**

3/2020 – current

Headrest (Substance Use Disorder treatment program in Lebanon, NH)

Member, Professional Advisory Board

6 hours/year



Name: Luke Archibald

## **Research Activities**

### **Pending**

Dates: TBD (site was selected on 3/19/2020)

Project title: CTN-0100: Optimizing Retention, Duration, and Discontinuation Strategies for Opioid Use Disorder Pharmacotherapy (RDD)

Your role: site PI

Percent effort: estimated 0.3 FTE

Sponsoring agency: National Institute on Drug Abuse (NIDA)

Annual direct costs of the award (see below)

## **Program Development**

New Hampshire State Opioid Response (SOR): The Doorway

Program Type: clinical

Program Goal: connect individuals seeking help for addiction with support and services via screening and evaluation, treatment, prevention (including naloxone distribution), case management, and peer recovery support

Role: Medical Director, The Doorway at Dartmouth-Hitchcock in Lebanon

Dates: 12/2018 – current

Measurement of impact: GPRA (Government Performance and Results Act) assessments for clients with Opioid Use Disorder (OUD), performed longitudinally

New Hampshire State Opioid Response (SOR): The Doorway After Hours Service

Program Type: clinical

Program Goal: provide telephone support from licensed clinicians for individuals in the state of New Hampshire calling 211 and attempting to access The Doorways during off-hours

Role: Medical Director

Dates: 12/2018 – current

Measurement of impact: quarterly data reports with various indicators including call volume and outcome of each call

NYC Health and Hospitals: Consult for Addiction Treatment and Care in Hospitals (CATCH)

Program Type: clinical and research

Program Goal: establish addiction consult teams at six New York City public hospitals to address the opioid epidemic by increasing MAT prescribing for hospitalized patients

Role: project leader for implementation, Bellevue Hospital

Dates: 7/2017 – 10/2018

Measurement of impact: stepped-wedge cluster randomized trial led by Dr. Jennifer McNeely

## **Entrepreneurial Activities**

### **Major Committee Assignments, Inclusive of Professional Studies**

A. National

B. Regional



Name: Luke Archibald

**C. Institutional**

4/2019 – 4/2020	Therapeutic Cannabis Guidance Member, Core Workgroup Dartmouth-Hitchcock
1/2017 – 10/2018	Psychiatry Executive Committee, Department of Psychiatry Member Bellevue Hospital
10/2012 – 1/2018	Psychiatry Residency Selection Committee Member New York University School of Medicine
7/2012 – 6/2013	Psychiatry Residency Education Committee Member New York University School of Medicine
9/2001 – 5/2002	Department of Chemistry Ethics Committee Student Member University of Notre Dame

**Institutional Center or Program Affiliations****Editorial Boards****Journal Referee Activity****Awards and Honors**

2002	Magna Cum Laude, University of Notre Dame
2002	Merck Index Award for Excellence in Chemistry, University of Notre Dame
2012-2013	Chief Resident in Psychiatry, NYU School of Medicine

**Invited Presentations**

- A. International
- B. National
- C. Regional/local

Project ECHO: Mental Health and Substance Use \* ^

Date: 1/28/2020

Topic: Screening, Assessment, and Diagnosis of Alcohol and Substance Use Disorders

Sponsoring Organization: Dartmouth-Hitchcock Knowledge Map

Location: Lebanon, NH



## **Bibliography**

### **A. Peer-reviewed publications in print or other media**

Archibald L, Brunette M, Wallin D, Green A. Alcohol Use Disorder (AUD) and Schizophrenia or Schizoaffective Disorder. In: Alcohol Use Disorder and Co-Occurring Mental Health Conditions. *Alcohol Research: Current Reviews*. 2019;40(1).

Kwon J., Archibald L., Deringer, E. (2016) Substance Abuse: Intoxication and Withdrawal. In Maloy K. (Ed), *A Case-Based Approach to Emergency Psychiatry*. Oxford University Press.

Archibald L. (2018) Twelve-Step Programs and the Dually Diagnosed. In Avery J, Barnhill J. (Ed), *Co-Occurring Mental Illness and Substance Use Disorders: A Guide to Diagnosis and Treatment*. American Psychiatric Association Publishing.

### **B. Other scholarly work in print or other media**

Archibald L, Budney A. *Letter: What's the rush on marijuana legalization?* Concord Monitor. Published 3/11/2019.

### **C. Abstracts**

## **Personal Statement**

I joined Dartmouth-Hitchcock as the Director of Addiction Services in the Department of Psychiatry in November 2018 and am the medical director of the Dartmouth-Hitchcock Addiction Treatment Program (ATP). Our services include an Intensive Outpatient Program (IOP), medical visits for hundreds of individuals with Opioid Use Disorder (OUD), and a Perinatal Addiction Treatment Program (PATP), and it is the site of the regional hub for the New Hampshire State Opioid Response (SOR) Doorway project. Previously, I worked in the NYU School of Medicine, serving as the Director of the Addiction Division in the Department of Psychiatry at Bellevue Hospital. In that role, I oversaw three clinical programs: the Opioid Treatment Program (OTP), the Chemical Dependency Outpatient Program (CDOP), and the inpatient detoxification and stabilization unit.

Thus far at Dartmouth-Hitchcock, my principal work has focused on expanding and refining the Addiction Treatment Program, including developing The Doorway at Dartmouth-Hitchcock and overseeing significant growth in the number of individuals served at ATP. We were recently selected as a site for a large research study (CTN-0100) aimed at measuring factors of treatment engagement and medication discontinuation strategies for individuals with OUD.



**Amy K. Modlin, LICSW,  
MPA, LMSW, CAADC**



**Education:**

**Master of Public Administration, Grand Valley State University, Grand Rapids, MI.**

**Master of Social Work, Grand Valley State University, Grand Rapids, MI.**

- Member Phi Alpha Honor Society
- Native-American Policy Course/Native-American Service Learning Course

**Certified Advanced Alcohol and Drug Counselor, Michigan.**

**Bachelor of Arts, Great Lakes Christian College, Lansing, MI.**

- Psychology/Counseling and Family Life Education
- Summa Cum Laude/Delta Epsilon Chi Award/Honor Society of GLCC
- Class Vice President/Student Council Secretary

**Professional Experience:**

**Dartmouth-Hitchcock Medical Center – Lebanon, NH (November 2019-Present)**

*SUD Therapist – DHMC Addiction Treatment Program*

- Conduct SUD intake assessments, individual therapy, IOP, and outpatient group therapy.
- On-call clinician for the Doorway Hub and Spoke program.

**Springfield Medical Care Systems – Springfield, VT (August 2017-November 2019)**

*Behavioral Health Therapist*

- Integrated behavioral health and SUD treatment for individuals, couples, families.
- SBINS screening, assessment, brief intervention, and referrals for ED, WHC, CBC.
- MAT intake assessments, individual, and group therapy.

**Moved to NH to help take care of a family member (November 2016-August 2017).**

**Pine Rest Christian Mental Health Services - Holland, MI (February 2012-November 2016)**

*Outpatient Therapist*

- Outpatient therapy to individuals struggling with mental health and co-occurring disorders.
- Supervision to colleagues working on their CAADC certification.
- PMAD panel provider.
- On-call therapist for Pine Rest Detox unit.
- Member of the Recovery Fest Committee.

**Pathways - Holland, MI (October 2010-February 2012)**

*Outpatient Therapist*

- Outpatient therapy to individuals struggling with mental health and co-occurring disorders.
- Psycho-educational group therapy involving substance abuse, domestic violence, and recovery from trauma.
- Communication with probation officers, CPS workers, and foster care workers.

**Harbor House - Holland, MI (July 2009- October 2010)**

*Residential Substance Abuse Therapist*

- Individual and group therapy for women on issues of substance abuse, PTSD/trauma, and domestic violence.
- Communication with probation officers by providing assessments and monthly progress reports.



# J/W

## Justin Wardell

Certified Recovery Support Worker / RC



[Redacted]



[Redacted]



[Redacted]

## ABOUT ME

My personal experiences with substance abuse has fueled my passion to work with others who struggle with the disease of addiction. I now use my lived experiences and education to help support others in their pursuit of life in recovery.

## SKILLS

Perseverance

Lived Experience & Education

Crisis Management

Motivational Interviewing

Working within a Team

## EXPERIENCE

### Recovery Coach

*Dartmouth-Hitchcock Medical Center / Lebanon, NH / Jan 2019 - Current*

I work as a peer to support patients in their recovery journey. I help patients learn healthy coping skills, develop connections in the recovery community, and navigate the hurdles that come with both early and long-term recovery.

- Develop peer based recovery support relationships with patient in our program.
- Working with our clinicians to develop techniques that best support our patients in their recovery.
- Facilitating peer-support groups for the patients in our program.

### Residential Program Assistant

*Headrest / Lebanon, NH / 10/17 - 1/19*

Working in this low-intensity residential treatment center I learned how to work with patients on a daily basis who strive for a life in recovery.

- Treatment Planning
- Case Management
- Group Facilitation.

### Crisis Hotline Counselor

*Headrest / Lebanon, NH / 10/17 - 1/19*

Fielding calls for the National Suicide Help line, Local Crisis Line, and Teen Support Line.

- Working with callers to develop safety plans and healthy coping skills.
- Determining through lethality assessment whether to contact emergency services or connecting the caller to community resources.
- Importing data for each caller based on demographics, lethality assessment, referrals and statistical information.

## EDUCATION

Associates Degree / Addiction  
Counseling

*New Hampshire Technical Institute (NHTI)*  
2015 - 2018

High school Diploma  
*Wilton / Lyndeborough Coop*  
2005-2009





**Megan M. Tracy**

**Objective:**

To obtain a position that utilizes my experience, customer service and leadership qualities to help the section of leadership achieve its vision. To develop a team atmosphere that brings out the best qualities of individual staff to work toward common goals.

**Experience:**

***The Doorway, DHMC, Lebanon***

*January 2019 – Present*

***Associate Practice Manager, Department of Psychiatry***

- Assists the Medical Director to lead The Doorway and After Hours Program in all aspects of the daily operations at the Addiction Treatment Program.
- Assumes leadership responsibility for the operational and informational management systems for The Doorway and After Hours Program.
- Develops efficient procedures with an emphasis on high quality of patient care. Assists in the development of policies and procedures for all internal operating systems. Standardizes systems between sections.
- Assists in the identification and development of new programs or methodologies for delivering The Doorway's and After Hours Program services more effectively and efficiently.
- Initiates and reviews proposals for modifying operational systems, practices, policies and procedures, and implements necessary changes.
- Develops and carries out a full range of financial management activities of the assigned sections. Assists in preparing the annual budget, monitors sections' performance in relation to budget, and develops strategies for improvement and/or the correction of deviations from budget.
- In conjunction with the Director, Medical Director and Sr. Practice Manager, assumes leadership responsibility or assists with special program-wide projects.
- Interviews and hires new staff. Working with colleagues, helps to support interview processes which identify, on-board and retain the best possible candidates.

***General Internal Medicine, DHMC, Lebanon***

*June 2016 – January 2019*

***Administrative Supervisor, GIM (3M and Lyme Road)***

- Oversees a team providing centralized administrative support to the department.
- Ensures that all calls and inquiries are handled and resolved within established standards of practice, quality guidelines and service expectations.
- Serves as a liaison for patients that have questions or concerns and handles any patient upsets with a high level of communication resulting in positive outcomes.
- Establishes systems and processes to help track the effectiveness of administrative support.
- Working across teams, facilitates the development of standardized processes and systems.



- Interviews and hires new staff. Working with colleagues, helps to support interview processes which identify, on-board and retain the best possible candidates.
- Provides regular feedback around performance focused on service quality.
- In collaboration with leadership, takes a lead role in identifying educational and training needs across the Department.
- Reviews, identifies and secures resources required to meet the training needs of the administrative team.
- Develops and oversees processes to ensure that forms and paperwork are handled to meet established standard of service protocols.
- Participates and leads in pilot program projects that are designed to increase efficiency.
- Assists the PM and Section Chief in implementing new clinics, workflows and processes within the department.

***Office of Patient Experience, DHMC, Lebanon  
2016***

*August 2015 – June*

***Project Coordinator, Office of Patient Experience***

- Coordinates projects evaluating and/or assisting in implementing Patient Experience improvement initiatives.
- Monitors, tracks, and coordinates project progress.
- Ensures timely completion of all project deliverables.
- Keeps project leaders informed of project status and potential problem areas.
- Assists with the development of project proposals, reports, and publications.
- Performs support functions for the project leaders including, but not limited to, coordinating meetings, developing presentations, and taking minutes.

***Norris Cotton Cancer Center, DHMC, Lebanon***

*July 2014 – August 2015*

***Administrative Assistant, Hematology/Oncology Section***

- Manages, plans, and coordinates the details of 15 daily appointment calendars to ensure the most efficient use of time.
- Interacts regularly with a wide range of internal and external personnel and staff members and conveys information on behalf of the supervisor.
- Handles a variety of personnel wishing to make appointments and effectively schedules/redirects caller/visitor to the appropriate individual/office.
- Communicates respectfully with a diverse community.
- Coordinates and schedules activities to support office functions and meetings.
- Briefs the meeting leader on changes in schedules and priorities or on matters needing the meeting leader's personal or immediate attention.
- Coordinates with other offices and departments to arrange functions and meetings.
- Coordinates, attends, and participates in various meetings as requested by the meeting leader.
- Gathers information for the meetings, coordinates items for the agenda, and distributes material to participants prior to the meeting as requested by the meeting leader.
- Assists in the recruitment effort for positions in Advancement and actively participates in interviewing, hiring and training of employees.
- Identifies logistical arrangements needed for candidates, and coordinates with appropriate personnel to develop itineraries for interviews.
- Prepares materials and correspondence for interviews and works closely with the Search Chair in all phases of the hiring process to enable departments to recruit and retain quality staff.
- Participates in pilot program projects that are designed to increase efficiency.



- Works with the Accounts Payable department to manage business credit card transactions. Responsible for coding department procurement card to appropriate accounts and fund accounts.

**Revenue Management Division, DHMC, Lebanon, NH**  
2014

*October 2011 to July*

**Financial Counselor, Patient Access Resource Center**

- Review and process application for financial assistance for large demographic of patients.
- Input income/asset information into database to calculate and determine patient's eligibility for coverage.
- Screening patients to identify/apply for possible alternative coverage for medical expenses.
- Aiding multiple departments in collection of outstanding/prepayment balances.
- Meeting with patients in office to answer questions specific to financial assistance coverage/eligibility and/or aid patient in filling out financial assistance application.
- Answering phones, scanning documents into database, and light filing.

**Cioffredi & Associates Physical Therapy, Lebanon, NH**

*August 2010 to October 2011*

**Patient Care Representative**

- Orienting new clients to the practice.
- Monitors overall client satisfaction via regular communication with clients throughout their care to ensure that things are going well and that they are getting everything they need and want.
- Serves as a liaison for clients that have questions or concerns, and handles any client upsets with a high level of communication resulting in positive outcomes.
- Tracks marketing data to help accurately measure the success of various marketing actions and help steer marketing programming.
- Collects client success stories for use in marketing & PR, including the company newsletter
- Participates in the weekly Marketing & PR Meeting with Marketing & PR Director and CEO to strategize and handle marketing initiatives.

**Claremont Savings Bank, Claremont, NH**

*May 2008 to August 2010*

**Teller/Customer Service Representative**

- Handled customer debit/credit transactions.
- Executed opening /closing procedures at Cornish bank branch.

**Education:**

• **University of New Hampshire, Portsmouth NH**

*April 2017*

• Certification in Project Management

◦ Relevant Courses

- Teambuilding for Increased Productivity
- Project Management for Managing Business Change

**Keene State College, Keene NH**

*May 2010*

- Bachelor of Science in Business Management
- Minor in Writing

**Windsor High School**

*June 2006*

- High School Diploma

**Certifications:**



***Greenbelt Certification***

*TBA*

- Greenbelt certification denotes an internationally- recognized competency in process improvement tools and project execution.

***Yellowbelt Certification***

*2015*

- Yellowbelt Certification enables an individual with the tools they need to be active participants in department-level process improvement work and will be capable of leading their own individual improvement projects.

**Awards and Recognition**

***Travelli-Allying Award***

*2006-2010*

- Present to student dedicated to community service within their community

***Jenkins Award***

*May 2010*

- Presented to one graduate student who shows commitment to excellence, integrity, concern for humanity, and the “Do Something” philosophy.



# Karli Shepherd, MS

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## Objective

I am looking to work closer with those who are struggling with chemical dependency and to grow professionally in this area.

## Education

### **MASTERS | 2018 | WALDEN UNIVERSITY**

- Major: Human and Social Services with a focus in Substance Abuse and Addiction Treatment

### **BACHELOR OF ARTS | 2013 | KEENE STATE COLLEGE**

- Major: Psychology
- Related coursework: Early Childhood Development and Sociology

## Skills & Abilities

### **LEADERSHIP**

- While at the Patient Service Center within DHMC, I was a Team Lead for General Internal Medicine. I collaborated with the Practice Manager, Associate Practice Manager, and Administrative Supervisor and Master Scheduler and/or the immediate supervisor and other Team Leads to ensure the PSC ran smoothly and had all the up-to-date information regarding the GIM projects, schedules and providers. I am currently working within the Pain Management Clinic at APD as their primary clinical secretary resource. I collaborate with our three Pain Management Providers to ensure that clinic days run smoothly, while also collaborating with the other Clinical Support Representatives to ensure that they have the up-to-date information regarding providers and their schedules.

### **COMMUNICATION**

- While I was the Patient Service Center's acting Team Lead for General Internal Medicine at DHMC, I attended frequent meetings on behalf of my team at the Patient Service Center. During these meetings I acted as the voice for the PSC, regarding my General Internal Medicine team, and communicated to the Practice Manager, Associate Practice Manager, and Administrative Supervisor, Master Scheduler and/or our immediate supervisor and other Team Leads any thoughts and questions the PSC may have had. Following these meetings I would communicate any received feedback to the PSC. Now working at APD, I attend meetings with the Practice Director, Administrative Supervisors, Administrative Surgical Scheduler and my fellow Clinical Support Representatives and communicate day-to-day information and feedback from providers, colleagues and patients. I have also been chosen to represent myself and my colleagues at APD's Safety Meetings.

### **TEAMWORK**

- Since I was young teamwork has been a part of my life, from school projects or school sports to now in the working field. While working at the Patient Service Center, all of the individuals within the PSC, helped to achieve our goals, such as filling schedules, confirming appointments or following up on



patient records, as a team. Although I was the Team Lead for GIM, and worked on my own individual projects, I still worked collaboratively alongside my peers to create efficient work, as well as to cover anyone who was out ill or for an approved vacation day. This remains true while working at APD, as I take on different projects; along with help cover many different positions, including check-in, check-out, training and lab registration.

## **ADAPATABILITY**

- The only constant is change. I am always open to new ideas and am ready to change and adapt as needed, to make sure things run smoothly in and out of the work place.

## **Experience**

### **RESOURCE SPECIALIST | DARTMOUTH HITCHCOCK MEDICAL CENTER | 04/22/19 - PRESENT**

- -assist clinicians and medical providers with resource needs
- -assist patients with resource needs and follow up as needed
- -keep excel spreadsheet of Doorway Flex Fund money spent on resource needs
  - -temporary housing
  - -residential services
  - -insurance
  - -food insecurity
  - -transportation
- -updates to Redcap regarding patients/resources
- -attend IOP groups regarding resource needs
- -getting and keeping up to date information from different community resources
- -assisting resource related 211 calls
- -provide backup coverage of 211 phone as needed

### **CLINICAL SUPPORT REPRESENTATIVE | ALICE PECK DAY MEMORIAL HOSPITAL | 11/27/17 - 04/12/2019**

- -answer incoming calls for the Pain Management Clinic
- -manage Pain Management voicemails
- -schedule appointments for 16 providers in Greenway
- -send messages to 3 teams
- -schedule Treatment Room injections/appointments in both Greenway and Meditech
- -Treatment Room chart prep
- Prior authorizations for Treatment Room injections
- -print/fax/mail letters/records/results
- -assist/chaperon injections/EMG's
- -check out Pain Management patients in patient room
- -inform Pain Management patients of next steps/plans
- -receive/go over necessary information for MRI/EMG scheduling
- -manage incoming Pain Management referrals
- -manage outgoing referrals from the Pain Management clinic
- -check patients in and out at front office



- -next day check in prep
- -confirmation calls for EMG appointments
- -scout Pain Management schedules for early morning/weekly/monthly availability
- -scout Pain Management schedules for errors
- -scan records into patient charts
- -manage workers comp information/appointments and scan into chart

**TEAM LEAD, PATIENT SERVICE REPRESENTATIVE | DARTMOUTH HITCHOCK MEDICAL CENTER | 06/09/14 – 11/17/17**

- -answer incoming calls for GIM, Lyme, General Pediatrics and Heater Road clinic.
- -schedule visits for 154 providers
- -notify PCP if Pre-Operative appt scheduled with other than PCP
- -notify PCP if Hospital Check with other than PCP
- -Send messages to 23 teams
- -print/fax/mail letters/records/results
- -send cancelation emails to teams alerting them of canceled appointments to fill
- -manage recall lists for all sites
- -manage wait lists
- -onboard new patients (welcome packet, obtain records)
- -follow up on new patient records weekly
- -between call project work (update PCP)
- -GAPs in care work (schedule overdue colo, mammo, pneumovax, well child checks, Medicare Advantage)
- -confirmation calls for tomorrow's appointments
- -refill lines for Heater and GIM
- -scout schedules for early morning availability for next day
- -Daily Availability Report
- -scout schedules for errors

**DIETETIC AIDE | DARTMOUTH HITCHOCK MEDICAL CENTER | 01/2011 – 06/2014**

- -answer patient phone calls/orders
- -answer nurse calls for patient orders
- -managed patient's certain diets
- -went around to patient floors to take orders/deliver
- -print orders/run out orders
- -managed and delivered tube feeding to floors
- -managed breakfast/lunch/dinner and snacks
- -managed patient food orders for 20 different departments



**Dartmouth-Hitchcock Health  
Mary Hitchcock Memorial Hospital**

**Key Personnel**

*FY'22 Doorways Program SOR-IIB*

<b>Name</b>	<b>Job Title</b>	<b>Salary</b>	<b>% Paid from this Contract</b>	<b>Amount Paid from this Contract</b>
Lucas Archibald	Medical Director (MD)	\$270,000	10%	\$20,250
Amy Modlin	Social Worker, LICSW	\$80,080	50%	\$30,030
Justin Wardell	Recovery Coach	\$42,140	50%	\$15,803
Megan Tracy	Program Manager	\$71,490	50%	\$26,809
Karli Shepherd	Resource Specialist	\$49,400	50%	\$18,525

*FY'23 Doorways Program SOR-IIB*

<b>Name</b>	<b>Job Title</b>	<b>Salary *</b>	<b>% Paid from this Contract</b>	<b>Amount Paid + from this Contract</b>
Lucas Archibald	Medical Director (MD)	\$278,100	10%	\$6,953
Amy Modlin	Social Worker, LICSW	\$82,482	50%	\$10,310
Justin Wardell	Recovery Coach	\$43,404	50%	\$5,423
Megan Tracy	Program Manager	\$73,635	50%	\$9,204
Karli Shepherd	Resource Specialist	\$50,882	50%	\$6,360

\* Salary column reflects projected annual salary amount as of FY'23

+ Amount paid column reflects FY'23 Doorways Program contract term of 3 months



**Dartmouth-Hitchcock Health  
Mary Hitchcock Memorial Hospital**

**Key Personnel**

*FY'22 Afterhours Program SOR-IIB*

<b>Name</b>	<b>Job Title</b>	<b>Salary</b>	<b>% Paid from this Contract</b>	<b>Amount Paid from this Contract</b>
Lucas Archibald	Medical Director (MD)	\$270,000	10%	\$20,250
Megan Tracy	Program Manager	\$71,490	50%	\$26,809

*FY'23 Afterhours Program SOR-IIB*

<b>Name</b>	<b>Job Title</b>	<b>Salary *</b>	<b>% Paid from this Contract</b>	<b>Amount Paid + from this Contract</b>
Lucas Archibald	Medical Director (MD)	\$278,100	10%	\$6,953
Megan Tracy	Program Manager	\$73,635	50%	\$9,204

\* Salary column reflects projected annual salary amount as of FY'23

+ Amount paid column reflects FY'23 Afterhours Program contract term of 3 months



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Lori A. Shilbette  
Commissioner

Katja S. Fox  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION FOR BEHAVIORAL HEALTH

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

January 29, 2021

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division for Behavioral Health, to **Retroactively** amend existing **Sole Source** contracts with the vendors listed in **bold** below to continue a statewide system of Doorways that provide access to substance use disorder treatment and recovery services and supports, by exercising renewal options by increasing the total price limitation by \$2,731,933 from \$34,024,519 to \$36,756,452 and by extending the completion dates from September 29, 2020 to September 29, 2021 effective retroactive to September 29, 2020 upon Governor and Council approval. 97.28% Federal and 2.72% Other Funds.

The individual contracts were approved by Governor and Council as specified in the table below.

Vendor Name	Vendor Code	Area Served	Current Amount	Increase/ (Decrease)	New Amount	G&C Approval
Androscoggin Valley Hospital, Inc., Berlin, NH	177220-B002	Berlin	\$1,949,517	\$0	\$1,949,517	O: 10/31/18 Item #17A A1: 8/28/19 (Item #10) A2: 6/24/20 (Item #31)
Concord Hospital, Inc., Concord, NH	177653-B003	Concord	\$2,688,794	\$0	\$2,688,794	O: 10/31/18 Item #17A A1: 8/28/19 (Item #10) A2: 6/24/20 (Item #31)
Granite Pathways, Concord, NH	228900-B001	Concord	\$6,895,879	\$0	\$6,895,879	O: 10/31/18 (Item #17A) A1: 9/18/19, (Item #20)
Littleton Regional Hospital, Littleton, NH	177162-B011	Littleton	\$2,160,689	\$0	\$2,160,689	O: 10/31/18 (Item #17A) A1: 9/18/19, (Item #20) A2: 6/24/20 (Item #31)



His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
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LRGHealthcare Laconia, NH	177181 -B008	Laconia	\$2,317,078	\$0	\$2,317,078	O: 10/31/18 (Item #17A) A1: 9/18/19, (Item #20) A2: 6/24/20 (Item #31)
Mary Hitchcock Memorial Hospital, Lebanon, NH	177651 -B001	Lebanon	\$4,349,314	\$983,217	\$5,312,531	O: 10/31/18 Item #17A A1: 11/14/19 (Item #11) A2: 9/18/19, (Item #20) A3: 6/24/20 (Item #31)
The Cheshire Medical Center, Keene, NH	155405 -B001	Keene	\$3,063,740	\$0	\$3,063,740	O: 10/31/18 (Item #17A) A1: 9/18/19, (Item #20) A2: 6/24/20 (Item #31)
Wentworth- Douglass, Hospital, Dover, NH	177187 -B001	Dover	\$4,109,399	\$0	\$4,109,399	O: 10/31/18 (Item #17A) A1: 9/18/19, (Item #20) A2: 6/24/20 (Item #31)
Catholic Medical Center, Manchester, NH	177240 -B003	Greater Manchester	\$4,919,123	\$0	\$4,919,123	O: 3/11/20 (Item #9A)
Southern New Hampshire Health System, Inc., Nashua, NH	177321 -R004	Greater Nashua	\$1,570,888	\$1,768,716	\$3,339,704	O: 3/11/20 (Item #9A)
		Total	\$34,024,519	\$2,731,933	\$36,756,452	

Funds are available in the following accounts for State Fiscal Year 2021, and are anticipated to be available in State Fiscal Years 2022, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

#### EXPLANATION

This request is **Retroactive** because sufficient funds in State Fiscal Year 2021 were not available in the operating budget considering the grant amount awarded; and due to delay by the Substance Abuse and Mental Health Services Administration in approving New Hampshire's requests for continued State Opioid Response Grant funding the efforts to add the state appropriations were deferred. This request is **Sole Source** because the contracts were originally approved as sole source and MOP 150 requires any subsequent amendments to be labelled as sole source.

This request represents the remaining two (2) of nine (9) requests for Access and Delivery Hub for Opioid Use Disorder Services. The Department presented the first seven (7) requests Governor and Executive Council on February 3, 2021, Item #10.



His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
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The purpose of this request is to continue providing services through the Doorways by utilizing unexpended funds from the first round of State Opioid Response funding, adding funding from the second round of State Opioid Response, and adding funding to address the needs of individuals with substance use disorders not covered under State Opioid Response.

Approximately 1,000 individuals will be served from September 30, 2020 to September 29, 2021.

The contractors will continue providing a network of Doorways to ensure every resident in New Hampshire has access to substance use disorder treatment and recovery services in person during typical business hours. Additionally, telephonic services for screening, assessment, and evaluations for substance use disorders are available through the Doorways 24 hours, seven (7) days a week, to ensure no one in New Hampshire has to travel more than 60 minutes to access services.

The Doorways' services provide resources to strengthen existing prevention, treatment, and recovery programs; ensure access to critical services to decrease the number of opioid-related deaths in New Hampshire; and promote engagement in the recovery process. Individuals with substance use disorders other than opioids or stimulants are also being seen and referred to the appropriate services by the Doorways.

The Department will monitor contracted services using the following methods:

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

As referenced in Exhibit C-1 Revisions to Standard Contract Language, Paragraph 3. Renewals, or Exhibit A, Revisions to Standard Contract Provisions, Subsection 1 – Revisions to Form P-37, General Provisions, in the case of Catholic Medical Center and Southern New Hampshire Health System, Inc., of the original contracts the parties have the option to extend the agreements for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for one (1) of the two (2) years available.

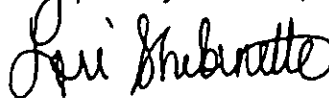
Should the Governor and Council not authorize this request, individuals seeking treatment for opioid use disorder may experience difficulty navigating a complex system; may not receive the supports and clinical services they need; and may experience delays in receiving care that negatively impact recovery and increase the risk of relapse.

Areas served: Statewide.

Source of Funds: CFDA #93.788, FAIN #H79TI081685 and H79TI083326.

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

Respectfully submitted,



Lori A. Shibinette  
Commissioner



64-54-03 4388 10-7000000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN BYCS DEPT OF HHHS: BEHAVIORAL HEALTH DIV OF BUREAU OF DRUG & ALCOHOL SERVICES, STATE OPIOD RESPONSE GRANT 100% Federal Funds CFDA #63.756 FAIN H97708 1000 and H977083326

**Archdiocese of York**

Vendor # 177229

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	\$ 134,750.00		\$ 134,750.00
2020	102/500731	Contracts for Program Services	92057040	\$ 651,985.00		\$ 651,985.00
2021	102/500731	Contracts for Program Services	92057040	\$ 201,713.00		\$ 201,713.00
2021	102/500731	Contracts for Program Services	92057047	\$ 181,000.00		\$ 181,000.00
2021	102/500731	Contracts for Program Services	92057048	\$ 436,666.00		\$ 436,666.00
2022	102/500731	Contracts for Program Services	92057043	\$ 218,333.00		\$ 218,333.00
		<b>Sub Total</b>		<b>\$ 1,344,377.00</b>		<b>\$ 1,344,377.00</b>

**Catholic**

State Fiscal Year	Class / Account	Class Title	Job Number	Revised Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	\$ 242,773.00		\$ 242,773.00
2020	102/500731	Contracts for Program Services	92057040	\$ 1,375,131.00		\$ 1,375,131.00
2021	102/500731	Contracts for Program Services	92057040	\$ 234,816.00		\$ 234,816.00
2021	102/500731	Contracts for Program Services	92057047	\$ 166,000.00		\$ 166,000.00
2021	102/500731	Contracts for Program Services	92057048	\$ 400,000.00		\$ 400,000.00
2022	102/500731	Contracts for Program Services	92057043	\$ 200,000.00		\$ 200,000.00
		<b>Sub Total</b>		<b>\$ 2,548,720.00</b>		<b>\$ 2,548,720.00</b>

**Catholic**

State Fiscal Year	Class / Account	Class Title	Job Number	Revised Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	\$ 611,267.00		\$ 611,267.00
2020	102/500731	Contracts for Program Services	92057040	\$ 1,137,517.00		\$ 1,137,517.00
2021	102/500731	Contracts for Program Services	92057040	\$ 208,633.00		\$ 208,633.00
2021	102/500731	Contracts for Program Services	92057047	\$ 279,875.00		\$ 279,875.00
2021	102/500731	Contracts for Program Services	92057048	\$ 523,304.00		\$ 523,304.00
2022	102/500731	Contracts for Program Services	92057043	\$ 266,112.00		\$ 266,112.00
		<b>Sub Total</b>		<b>\$ 2,877,524.00</b>		<b>\$ 2,877,524.00</b>

**Catholic Partnership Ministries**

State Fiscal Year	Class / Account	Class Title	Job Number	Revised Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	\$ 1,311,471.00		\$ 1,311,471.00
2020	102/500731	Contracts for Program Services	92057040	\$ 2,349,899.00		\$ 2,349,899.00
2021	102/500731	Contracts for Program Services	92057040	\$ -		\$ -
2021	102/500731	Contracts for Program Services	92057040	\$ -		\$ -
2021	102/500731	Contracts for Program Services	92057040	\$ -		\$ -
2022	102/500731	Contracts for Program Services	92057048	\$ -		\$ -
		<b>Sub Total</b>		<b>\$ 3,661,370.00</b>		<b>\$ 3,661,370.00</b>

**Catholic Partnership Ministries**

State Fiscal Year	Class / Account	Class Title	Job Number	Revised Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	\$ 1,345,973.00		\$ 1,345,973.00
2020	102/500731	Contracts for Program Services	92057040	\$ 1,885,736.00		\$ 1,885,736.00
2021	102/500731	Contracts for Program Services	92057040	\$ -		\$ -
2021	102/500731	Contracts for Program Services	92057040	\$ -		\$ -
2021	102/500731	Contracts for Program Services	92057040	\$ -		\$ -
2022	102/500731	Contracts for Program Services	92057048	\$ -		\$ -
		<b>Sub Total</b>		<b>\$ 3,231,709.00</b>		<b>\$ 3,231,709.00</b>

**Catholic Partnership Ministries**

State Fiscal Year	Class / Account	Class Title	Job Number	Revised Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	\$ 229,135.00		\$ 229,135.00
2020	102/500731	Contracts for Program Services	92057040	\$ 863,805.00		\$ 863,805.00
2021	102/500731	Contracts for Program Services	92057040	\$ 201,750.00		\$ 201,750.00
2021	102/500731	Contracts for Program Services	92057047	\$ 179,000.00		\$ 179,000.00
2021	102/500731	Contracts for Program Services	92057048	\$ 423,233.00		\$ 423,233.00
2022	102/500731	Contracts for Program Services	92057043	\$ 211,644.00		\$ 211,644.00
		<b>Sub Total</b>		<b>\$ 2,115,669.00</b>		<b>\$ 2,115,669.00</b>

**LRH-Hepatitis**

State Fiscal Year	Class / Account	Class Title	Job Number	Revised Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92067040	\$ 500,000.00		\$ 500,000.00
2020	102/500731	Contracts for Program Services	92067040	\$ 643,114.00		\$ 643,114.00
2021	102/500731	Contracts for Program Services	92067040	\$ 200,000.00		\$ 200,000.00
2021	102/500731	Contracts for Program Services	92067047	\$ 178,000.00		\$ 178,000.00
2021	102/500731	Contracts for Program Services	92067048	\$ 430,000.00		\$ 430,000.00
2022	102/500731	Contracts for Program Services	92067043	\$ 215,000.00		\$ 215,000.00
		<b>Sub Total</b>		<b>\$ 2,176,114.00</b>		<b>\$ 2,176,114.00</b>

**Mary Montessori**

State Fiscal Year	Class / Account	Class Title	Job Number	Revised Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	\$ 1,390,347.00	\$ (940,310.00)	\$ 449,937.00
2020	102/500731	Contracts for Program Services	92057040	\$ 2,373,109.00		\$ 2,373,109.00
2021	102/500731	Contracts for Program Services	92057040	\$ 343,954.00		\$ 343,954.00
2021	102/500731	Contracts for Program Services	92057047	\$ -	\$ 430,000.00	\$ 430,000.00
2021	102/500731	Contracts for Program Services	92057048	\$ -	\$ 947,233.00	\$ 947,233.00
2022	102/500731	Contracts for Program Services	92057043	\$ -	\$ 473,846.00	\$ 473,846.00
		<b>Sub Total</b>		<b>\$ 4,344,314.00</b>	<b>\$ 918,669.00</b>	<b>\$ 5,262,983.00</b>



## Westworth Counties

State Fiscal Year	Class / Account	Class Title	Job Number	Revised Amount	Increase (Decrease)	Revised Amount
2018	102900731	Contracts for Program Services	92057040	\$ 517,063.00		\$ 517,063.00
2020	102900731	Contracts for Program Services	92057040	\$ 1,806,751.00		\$ 1,806,751.00
2021	102900731	Contracts for Program Services	92057040	\$ 240,679.00		\$ 240,679.00
2021	102900731	Contracts for Program Services	92057047	\$ 799,000.00		\$ 799,000.00
2021	102900731	Contracts for Program Services	92057048	\$ 691,380.00		\$ 691,380.00
2022	102900731	Contracts for Program Services	92057048	\$ 341,686.00		\$ 341,686.00
		Sub Total		\$ 2,336,559.00	\$ -	\$ 2,336,559.00

## Cortina Medical Center

State Fiscal Year	Class / Account	Class Title	Job Number	Revised Amount	Increase (Decrease)	Revised Amount
2018	102900731	Contracts for Program Services	92057040	\$ -		\$ -
2020	102900731	Contracts for Program Services	92057040	\$ 343,019.00		\$ 343,019.00
2021	102900731	Contracts for Program Services	92057040	\$ 724,614.00		\$ 724,614.00
2021	102900731	Contracts for Program Services	92057047	\$ 802,301.00		\$ 802,301.00
2021	102900731	Contracts for Program Services	92057048	\$ 1,846,000.00		\$ 1,846,000.00
2022	102900731	Contracts for Program Services	92057048	\$ 921,000.00		\$ 921,000.00
		Sub Total		\$ 4,641,134.00	\$ -	\$ 4,641,134.00

## Southern New Hampshire Health Systems, Inc.

State Fiscal Year	Class / Account	Class Title	Job Number	Revised Amount	Increase (Decrease)	Revised Amount
2018	102900731	Contracts for Program Services	92057040	\$ -		\$ -
2020	102900731	Contracts for Program Services	92057040	\$ 1,044,716.00	\$ (175,474.00)	\$ 723,242.00
2021	102900731	Contracts for Program Services	92057040	\$ 522,272.00	\$ -	\$ 522,272.00
2021	102900731	Contracts for Program Services	92057047	\$ -	\$ 580,000.00	\$ 580,000.00
2021	102900731	Contracts for Program Services	92057048	\$ -	\$ 1,780,000.00	\$ 1,780,000.00
2022	102900731	Contracts for Program Services	92057048	\$ -	\$ 640,000.00	\$ 640,000.00
		Sub Total		\$ 1,566,988.00	\$ 1,474,526.00	\$ 3,041,514.00
		Total BOR		\$ 33,171,243.00	\$ 2,365,215.00	\$ 35,754,458.00

88-85-01-420816-33820000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)

## Vendor # 177720

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2021	102900731	Contracts for Program Services	92058501	\$ 18,750.00		\$ 18,750.00
2022	102900731	Contracts for Program Services	92058501	\$ 6,750.00		\$ 6,750.00
		Sub Total		\$ 25,500.00	\$ -	\$ 25,500.00

## Contract

State Fiscal Year	Class / Account	Class Title	Job Number	Increase (Decrease)	Increase (Decrease)	Revised Amount
2021	102900731	Contracts for Program Services	92058501	\$ 73,481.00		\$ 73,481.00
2022	102900731	Contracts for Program Services	92058501	\$ 34,493.00		\$ 34,493.00
		Sub Total		\$ 107,974.00	\$ -	\$ 107,974.00

## Charity

State Fiscal Year	Class / Account	Class Title	Job Number	Increase (Decrease)	Increase (Decrease)	Revised Amount
2021	102900731	Contracts for Program Services	92058501	\$ 86,612.00		\$ 86,612.00
2022	102900731	Contracts for Program Services	92058501	\$ 32,870.00		\$ 32,870.00
		Sub Total		\$ 119,482.00	\$ -	\$ 119,482.00

## Litchfield Regional

State Fiscal Year	Class / Account	Class Title	Job Number	Increase (Decrease)	Increase (Decrease)	Revised Amount
2021	102900731	Contracts for Program Services	92058501	\$ 18,750.00		\$ 18,750.00
2022	102900731	Contracts for Program Services	92058501	\$ 6,750.00		\$ 6,750.00
		Sub Total		\$ 25,500.00	\$ -	\$ 25,500.00

## Litchfield County

State Fiscal Year	Class / Account	Class Title	Job Number	Increase (Decrease)	Increase (Decrease)	Revised Amount
2021	102900731	Contracts for Program Services	92058501	\$ 110,272.00		\$ 110,272.00
2022	102900731	Contracts for Program Services	92058501	\$ 36,740.00		\$ 36,740.00
		Sub Total		\$ 147,012.00	\$ -	\$ 147,012.00

## New Hampshire

State Fiscal Year	Class / Account	Class Title	Job Number	Increase (Decrease)	Increase (Decrease)	Revised Amount
2021	102900731	Contracts for Program Services	92058501	\$ -	\$ 39,396.00	\$ 39,396.00
2022	102900731	Contracts for Program Services	92058501	\$ -	\$ 13,133.00	\$ 13,133.00
		Sub Total		\$ -	\$ 52,529.00	\$ 52,529.00

## Westworth Counties

State Fiscal Year	Class / Account	Class Title	Job Number	Increase (Decrease)	Increase (Decrease)	Revised Amount
2021	102900731	Contracts for Program Services	92058501	\$ 141,652.00		\$ 141,652.00
2022	102900731	Contracts for Program Services	92058501	\$ 47,217.00		\$ 47,217.00
		Sub Total		\$ 188,869.00	\$ -	\$ 188,869.00



Category	Class / Account	Class Title	Job Number	Invoice (Debit)	Invoice (Credit)	Revised Amount
2021	102/500731	Contract for Program Services	87058501	20,641.00		20,641.00
2022	102/500731	Contract for Program Services	87058501	23,547.00		23,547.00
		Sub Total		44,188.00		44,188.00
		Total Due Construction		44,188.00		44,188.00
				14,712.00		14,712.00
				29,476.00		29,476.00

Category	Class / Account	Class Title	Job Number	Invoice (Debit)	Invoice (Credit)	Revised Amount
2021	102/500731	Contract for Program Services	87058501	20,647.00		20,647.00
2022	102/500731	Contract for Program Services	87058501	68,497.00		68,497.00
		Sub Total		89,144.00		89,144.00
				277,368.00		277,368.00





**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**

**State of New Hampshire  
Department of Health and Human Services  
Amendment #4 to the Access and Delivery Hub for Opioid Use Disorder Services Contract**

This 4<sup>th</sup> Amendment to the Access and Delivery Hub for Opioid Use Disorder Services contract (hereinafter referred to as "Amendment #4") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Mary Hitchcock Memorial Hospital, (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at One Medical Center Drive, Lebanon, NH 03756.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on October 31, 2018 (Item #17A), as amended on November 14, 2018, (Item #11), September 18, 2019 (Item #20), and on June 24, 2020; (Item #31) the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Paragraph 3. Renewal, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:  
September 29, 2021.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$5,312,531.
3. Modify Exhibit A Amendment #2, Scope of Services, by replacing in its entirety with Exhibit A Amendment #4 Scope of Services, in order to update all references to current funding sources and related requirements, which is attached hereto and incorporated by reference herein.
4. Modify Exhibit B Amendment #2, Methods and Conditions Precedent to Payment, by replacing in its entirety with Exhibit B Amendment #4, Methods and Conditions Precedent to Payment, in order to bring payment terms into compliance with current Department of Administrative Services Manual of Procedures standards, which is attached hereto and incorporated by reference herein.
5. Modify Exhibit B-1, Budget Sheet, Overnight and Weekend Clinical Telephone Services, Budget Period: SFY 19 (G&C Approval – 6/30/2019) by reducing the total budget amount by \$470,155, which is identified as unspent funding of which \$247,341 is being carried forward to fund the activities in this Agreement for SFY 21 (September 30, 2020 through December 31, 2020) as specified in Exhibit B-5 Amendment #4 Overnight & Weekend Clinical Telephone Services NCE; and of which \$222,814 is being carried forward to fund activities in this agreement for SFY 21 (January 1, 2021 through June 30, 2021), as specified, in part, in Exhibit B-7 Amendment #4 SOR II.
6. Modify Exhibit B-1, Budget Period: SFY 19 (G&C Approval – 6/30/2019) by reducing the total budget amount by \$470,155, which is identified as unspent funding of which \$182,659 is being carried forward to fund the activities in this Agreement for SFY 21 (September 30, 2020 through December 31, 2020), as specified in Exhibit B-6 Amendment #3 NCE; and of which \$287,496 is

Mary Hitchcock Memorial Hospital

Amendment #4

Contractor Initials

03  
92



**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**



being carried forward to fund activities in this agreement for SFY 21 (January 1, 2021 through June 30, 2021) in the amount of \$287,496, as specified, in part, in Exhibit B-10 Amendment #3 SOR II.

7. Add Exhibit B-5 Amendment #4 After Hours Program NCE, which is attached hereto and incorporated by reference herein.
8. Add Exhibit B-6 Amendment #4 NCE, which is attached hereto and incorporated by reference herein.
9. Add Exhibit B-7 Amendment #4 SOR II, which is attached hereto and incorporated by reference herein.
10. Add Exhibit B-8 Amendment #4 SOR II, which is attached hereto and incorporated by reference herein.
11. Add Exhibit B-9 Amendment #4 GovComm, which is attached hereto and incorporated by reference herein.
12. Add Exhibit B-10 Amendment #4 SOR II, which is attached hereto and incorporated by reference herein.
13. Add Exhibit B-11 Amendment #4 GovComm, which is attached hereto and incorporated by reference herein.
14. Add Exhibit B-12 Amendment #4 SORII, which is attached hereto and incorporated by reference herein.



**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**



All terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #4 remain in full force and effect. This amendment shall be effective September 29, 2020, upon Governor and Executive Council approval.

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

State of New Hampshire  
Department of Health and Human Services

1/28/2021

Date

DocuSigned by:

Katja Fox

CO9D63B06C0347...

Name: Katja Fox

Title: director

Mary Hitchcock Memorial Hospital

1/28/2021

Date

DocuSigned by:

Jennifer Lopez

0800306B23304D6...

Name: Jennifer Lopez

Title: Director of Research Operations Finance



**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**




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

## OFFICE OF THE ATTORNEY GENERAL

1/30/2021

Date \_\_\_\_\_

Declassified by:   
 01040005-300405

Name: Catherine Pinos

**Title:** Attorney

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

## OFFICE OF THE SECRETARY OF STATE

Date \_\_\_\_\_

Name:

**Title:**



**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**



**EXHIBIT A – Amendment #4**

**Scope of Services**

**1. Provisions Applicable to All Services**

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. All Exhibits B-1 Amendment #3 through K are attached hereto and incorporated by reference herein.

**2. Statement of Work**

- 2.1. The Contractor shall develop, implement and operationalize a regional Access and Delivery Hub for Opioid Use Disorder (from herein referred to as the "Doorway") for substance use disorder (SUD) treatment and recovery support service access in accordance with the terms and conditions approved by Substance Abuse and Mental Health Services Administration (SAMHSA) for the State Opioid Response (SOR) grant.
- 2.2. The Contractor shall provide residents in the Lebanon Region with access to referrals to SUD treatment and recovery support services and other health and social services.
- 2.3. The Contractor shall participate in technical assistance, guidance, and oversight activities, as directed by the Department, for continued development and enhancement of Doorway services.
- 2.4. The Contractor shall collaborate with the Department to assess capacity and resource needs, as evidenced by a feasibility and sustainability plan, to provide services either directly, or indirectly through a professional services agreement approved by the Department, that include, but are not limited to:
  - 2.4.1. Care coordination to support evidence-based medication assisted treatment (MAT) induction services consistent with the principles of the Medication First model.
  - 2.4.2. Coordination of outpatient and inpatient SUD services, in accordance with the American Society of Addiction Medicine (ASAM).
  - 2.4.3. Coordination of services and support outside of Doorway operating hours specified in Paragraph 3.1.1., while awaiting intake with the Doorway.



**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**



**EXHIBIT A – Amendment #4**

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- 2.4.4. Expanding provisions for Core Doorway services to additional eligible SOR populations, as defined in Paragraph 4.2.1.
- 2.5. The Contractor shall collaborate with the Department, throughout the contract period, to identify gaps in financial and staffing resources required in-Section 5. Staffing.
- 2.6. The Contractor shall ensure formalized coordination with 2-1-1 NH and other agencies and community-based programs that make up the components of the Doorway System to ensure services and supports are available to individuals after Doorway operating hours. The Contractor shall ensure coordination includes, but is not limited to:
- 2.6.1. Establishing a Qualified Services Arrangement (QSA) or Memorandum of Understanding (MOU) for after hour services and supports, which includes but are not limited to:
- 2.6.1.1. A process that ensures a client's preferred Doorway receives information on the client, outcomes, and events for continued follow-up.
  - 2.6.1.2. A process for sharing information about each client to allow for prompt follow-up care and supports, in accordance with applicable state and federal requirements, that includes but is not limited to:
    - 2.6.1.2.1. Any locations to which the client was referred for respite care or housing.
    - 2.6.1.2.2. Other services offered or provided to the client.
- 2.6.2. Collaborating with the Department to:
- 2.6.2.1. Implement a centralized closed loop referral system, utilizing the technology solution procured by the Department in order to improve care coordination and client outcomes.
  - 2.6.2.2. Develop a plan no later than December 2020 identifying timelines and requirements for implementing the closed loop referral system.
- 2.6.3. Enabling the sharing of information and resources, which include, but are not limited to:
- 2.6.3.1. Patient demographics.
  - 2.6.3.2. Referrals made, accepted, and outstanding.
  - 2.6.3.3. Services rendered.



**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**



**EXHIBIT A – Amendment #4**

- 2.6.3.4. Identification of resource providers involved in each client's care.
- 2.7. The Contractor, with the assistance of the Department, shall establish formalized agreements to enroll and contract with:
- 2.7.1. Medicaid Managed Care Organizations (MCO) to coordinate case management efforts on behalf of the client.
  - 2.7.2. Private insurance carriers to coordinate case management efforts on behalf of the client.
- 2.8. The Contractor shall create policies relative to obtaining patient consent for disclosure of protected health information, as required by state administrative rules and federal and state laws, for agreements reached with MCOs and private insurance carriers as outlined in Subsection 2.7.
- 2.9. The Contractor shall develop a Department-approved conflict of interest policy related to Doorway services and referrals to SUD treatment and recovery supports and services programs funded outside of this contract that maintains the integrity of the referral process and client choice in determining placement in care.
- 2.10. The Contractor shall participate in regularly scheduled learning and educational sessions with other Doorways that are hosted, and/or recommended, by the Department.
- 2.11. The Contractor shall convene or participate in regional community partner meetings to provide information and receive feedback regarding the Doorway services. The Contractor shall:
- 2.11.1. Ensure regional community partners include, but are not limited to:
    - 2.11.1.1. Municipal leaders.
    - 2.11.1.2. Regional Public Health Networks.
    - 2.11.1.3. Continuum of Care Facilitators.
    - 2.11.1.4. Health care providers.
    - 2.11.1.5. Social services providers.
    - 2.11.1.6. Other stakeholders, as appropriate.
  - 2.11.2. Ensure meeting agendas include, but are not limited to:
    - 2.11.2.1. Receiving input on successes of services.



**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**



**EXHIBIT A – Amendment #4**

- 
- 2.11.2.2. Sharing challenges experienced since the last regional community partner meeting.
  - 2.11.2.3. Sharing methods and actions that can be taken to improve transitions and process flows.
  - 2.11.3. Provide meeting minutes to partners and the Department no later than ten (10) days following each community partners meetings.
  - 2.12. The Contractor shall inform the Department of the regional goals to be included in the future development of needs assessments the Contractor and its regional partners have during the contract period, including, but not limited to, goals pertaining to:
    - 2.12.1. Naloxone use.
    - 2.12.2. Enhanced coverage and services to enable reduced Emergency Room use.
    - 2.12.3. Reducing overdose related fatalities.
  - 3. **Scope of Work for Doorway Activities**
    - 3.1. The Contractor shall ensure that, unless an alternative schedule for the Doorway to meet the needs of the community is proposed and approved by the Department, the Doorway provides, in one (1) location, at a minimum:
      - 3.1.1. Hours of operation that includes:
        - 3.1.1.1. 8:00 am to 5:00 pm Monday through Friday.
        - 3.1.1.2. Overnight, weekend, and holiday clinical telephone services for the Doorway system as defined in Exhibit A-3.
      - 3.1.2. A physical location for clients to receive face-to-face services, ensuring any request for a change in location is submitted to the Department no later than thirty (30) days prior to the requested move for Department approval.
      - 3.1.3. Telehealth services consistent with guidelines set forth by the Department.
      - 3.1.4. Telephonic services for calls referred to the Doorway by 2-1-1 NH.
      - 3.1.5. Initial intake and screening to assess an individual's potential need for Doorway services.
      - 3.1.6. Crisis intervention and stabilization counseling services provided by a licensed clinician for any individual in an acute Opioid Use Disorder (OUD)-related crisis who requires immediate non-emergency intervention. If the individual is calling rather than physically presenting at the Doorway, the Contractor shall ensure services include, but are not limited to:



**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**



**EXHIBIT A – Amendment #4**

- 3.1.6.1. Directing callers to dial 911 if a client is in imminent danger or there is an emergency.
- 3.1.6.2. If the client is unable or unwilling to call 911, the Doorway shall immediately contact emergency or mobile crisis services.
- 3.1.7. Clinical evaluations that include:
  - 3.1.7.1. Evaluations of all ASAM Criteria (ASAM, October 2013), domains.
  - 3.1.7.2. A level of care recommendation based on ASAM Criteria (October 2013).
  - 3.1.7.3. Identification of client strengths and resources that can be used to support treatment and recovery.
- 3.1.8. Development of a clinical service plan in collaboration with the client based on the clinical evaluation referenced in Subsection 3.1.8. The Contractor shall ensure the clinical service plan includes, but is not limited to:
  - 3.1.8.1. Determination of an initial ASAM level of care.
  - 3.1.8.2. Identification of any needs the client may have relative to supportive services including, but not limited to:
    - 3.1.8.2.1. Physical health needs.
    - 3.1.8.2.2. Mental health and other behavioral health needs.
    - 3.1.8.2.3. Peer recovery support services needs.
    - 3.1.8.2.4. Social services needs.
    - 3.1.8.2.5. Criminal justice needs that include Corrections, Drug Court, and Division for Children, Youth, and Families (DCYF) matters.
  - 3.1.8.3. A plan for addressing all areas of need identified in Paragraph 3.1.8. by determining goals that are patient-centered, specific, measurable, attainable, realistic, and timely (SMART goals).
  - 3.1.8.4. Plans for referrals to external providers to offer interim services, when the level of care identified in Paragraph 3.1.8. is not available to the client within forty-eight (48) hours of service plan development, which are defined as:
    - 3.1.8.4.1. A minimum of one (1) sixty (60) minute individual or group outpatient session per week; and/or



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**EXHIBIT A – Amendment #4**

- 3.1.8.4.2. Recovery support services, as needed by the client; and/or
- 3.1.8.4.3. Daily calls to the client to assess and respond to any emergent needs; and/or
- 3.1.8.4.4. Respite shelter while awaiting treatment and recovery services.
- 3.1.9. A staff person, which can be a licensed clinician, Certified Recovery Support Worker (CRSW), or other non-clinical support staff, capable of assisting specialty populations with accessing services that may have additional entry points to services or specific eligibility criteria. Specialty populations include, but are not limited to:
  - 3.1.9.1. Veterans and service members.
  - 3.1.9.2. Pregnant, postpartum, and parenting women.
  - 3.1.9.3. DCYF involved families.
  - 3.1.9.4. Individuals at-risk of or with HIV/AIDS.
  - 3.1.9.5. Adolescents.
- 3.1.10. Facilitated referrals to SUD treatment and recovery support and other health and social services, which shall include, but not be limited to:
  - 3.1.10.1. Developing and implementing adequate consent policies and procedures for client-level data sharing and shared care planning with external providers, in accordance with HIPAA and 42 CFR Part 2.
  - 3.1.10.2. Determining referrals based on the service plan developed in Paragraph 3.1.8.
  - 3.1.10.3. Assisting clients with obtaining services with the provider agency, as appropriate.
  - 3.1.10.4. Contacting the provider agency on behalf of the client, as appropriate.
  - 3.1.10.5. Assisting clients with meeting the financial requirements for accessing services including, but not limited to:
    - 3.1.10.5.1. Identifying sources of financial assistance for accessing services and supports.



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**EXHIBIT A – Amendment #4**

3.1.10.5.2. Providing assistance with accessing financial assistance including, but not limited to:

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

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

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

3.1.10.5.3. When no other payer is available, assisting clients with accessing services by maintaining a flexible needs fund specific to the Doorway region that supports clients who meet the eligibility criteria for assistance under a Department-approved Flexible Needs Fund Policy with their financial needs, which may include, but are not limited to:

3.1.10.5.3.1. Transportation for eligible clients to and from recovery-related medical appointments, treatment programs, and other locations;

3.1.10.5.3.2. Childcare to permit an eligible client who is a parent or caregiver to attend recovery-related medical appointments, treatment programs, and other appointments;

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

3.1.10.5.3.4. Provision of light snacks not to exceed three dollars (\$3.00) per eligible client;

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



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**EXHIBIT A – Amendment #4**

3.1.10.5.3.6. Other uses preapproved in writing by the Department.

3.1.10.5.4. Assisting individuals in need of respite shelter resources while awaiting treatment and recovery services using available resources consistent with the Department's guidance. The Contractor shall:

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

3.1.10.5.4.1.1. A Doorway client;

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

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

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

3.1.11.1. Ongoing assessment of the clinical evaluation in Paragraph 3.1.8. for individuals to ensure the appropriate levels of care and supports identified are appropriate and revising the levels of care based on response to receiving interim services and supports.

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

3.1.11.3. Supporting clients with meeting the admission, entrance, and intake requirements of the provider agency.

3.1.11.4. Ongoing follow-up and support of clients engaged in services in collaboration or consultation with the client's external service



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**EXHIBIT A – Amendment #4**

provider(s) until a discharge Government Performance and Results Act (GPRA) interview is completed. The Contractor shall ensure follow-up and support includes, but is not limited to:

3.1.11.4.1. Attempting to contact each client at a minimum, once per week until the discharge GPRA interview is completed, according to the following guidelines:

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

3.1.11.4.1.2. If the attempt in Unit 3.1.12.4.1. is not successful, attempt a second contact, as necessary, by telephone, in person or by an alternative method approved by the Department at such a time when the client would normally be available no sooner than two (2) business days and no later than three (3) business days after the first attempt.

3.1.11.4.1.3. If the attempt in Subunit 3.1.12.4.1.2. is not successful, attempt a third contact, as necessary, by telephone, in person or by an alternative method approved by the Department at such a time when the client would normally be available, no sooner than two (2) business days and no later than three (3) business days after the second attempt.

3.1.11.4.1.4. Documenting all efforts of contact in a manner approved by the Department.

3.1.11.5. When the follow-up in Subparagraph 3.1.12.4. results in a determination that the individual is at risk of self-harm, the Contractor shall proceed in alignment with best practices for the prevention of suicide.



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**EXHIBIT A – Amendment #4**

- 3.1.11.6. When possible, client contact and outreach shall be conducted in coordination and consultation with the client's external service provider to ensure continuous communication and collaboration between the Doorway and service provider.
- 3.1.11.7. Each successful contact shall include, but not be limited to:
  - 3.1.11.7.1.1. Inquiring on the status of each client's recovery and experience with their external service provider.
  - 3.1.11.7.1.2. Identifying client needs.
  - 3.1.11.7.1.3. Assisting the client with addressing needs, as identified in Part 3.1.11.5.3.
  - 3.1.11.7.1.4. Providing early intervention to clients who have relapsed or whose recovery is at risk.
- 3.1.11.8. Collecting and documenting attempts to collect client-level data at multiple intervals including, but not limited to ensuring the GPRA Interview tool is completed and entered into the SAMHSA's Performance Accountability and Reporting System (SPARS), at a minimum:
  - 3.1.11.8.1. At intake or no later than seven (7) calendar days after the GPRA interview is conducted.
  - 3.1.11.8.2. Six (6) months post intake into Doorway services.
  - 3.1.11.8.3. Upon discharge from the initially referred service.
- 3.1.11.9. Documenting any loss of contact in the SPARS system using the appropriate process and protocols as defined by SAMHSA through technical assistance provided under the SOR grant.
- 3.1.11.10. Ensuring contingency management strategies are utilized to increase client engagement in follow-up GPRA interviews, which may include, but are not limited to gift cards provided to clients for follow-up participation at each follow-up interview, which shall not exceed thirty dollars (\$30) in value, ensuring payments are not used to incentivize participation in treatment.
- 3.1.11.11. Assisting individuals who are unable to secure financial resources, with enrollment in public or private insurance programs including but not limited to New Hampshire Medicaid, Medicare,



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**EXHIBIT A – Amendment #4**

and or waiver programs within fourteen (14) calendar days after intake.

- 3.1.11.12. Providing Naloxone purchase, distribution, information, and training to individuals and organizations who meet the eligibility criteria for receiving kits under the Department's Naloxone Distribution Policy.
- 3.2. The Contractor shall obtain consent forms from all clients served, either in-person, telehealth or other electronic means, to ensure compliance with all applicable state and federal confidentiality laws.
- 3.3. The Contractor shall provide services in accordance with:
  - 3.3.1. The twelve (12) Core Functions of the Alcohol and Other Drug Counselor.
  - 3.3.2. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice.
  - 3.3.3. The four (4) recovery domains, as described by the International Credentialing and Reciprocity Consortium.
  - 3.3.4. TIP 27: Comprehensive Case Management for Substance Abuse Treatment.
- 3.4. The Contractor shall have policies and procedures that allow them to accept referrals and evaluations from SUD treatment and other service providers that include the utilization of the closed loop referral system procured by the Department.
- 3.5. The Contractor shall provide information to all individuals seeking services on how to file a grievance in the event of dissatisfaction with services provided. The Contractor shall ensure each individual seeking services receives information on:
  - 3.5.1. The steps to filing an informal complaint with the Contractor, including the specific contact person to whom the complaint should be sent.
  - 3.5.2. The steps to filing an official grievance with the Contractor and the Department with specific instructions on where and to whom the official grievance should be addressed.
- 3.6. The Contractor shall provide written policies and the formalized agreements to the Department for review and approval within twenty (20) business days of the contract effective date and thereafter when new agreements are entered into, policies are adopted, or when information is requested by the Department that include, but not limited to:
  - 3.6.1. Privacy notices and consent forms.
  - 3.6.2. Conflict of interest and financial assistance documentation.



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**EXHIBIT A – Amendment #4**

- 3.6.3. Shelter vouchers.
- 3.6.4. Referrals and evaluation from other providers.
- 3.6.5. Complaints.
- 3.6.6. Grievances.
- 3.6.7. Formalized agreements with community partners and other agencies that include, but are not limited to:
  - 3.6.7.1. 2-1-1 NH.
  - 3.6.7.2. Other Doorway partners.
  - 3.6.7.3. Providers and supports available after normal Doorway operating hours.

**4. Additional Scope for Overnight Call Services**

- 4.1. The Contractor shall provide overnight (from 5 pm through 8 am), weekend (from Saturday at 8 am through Monday at 8 am), and ten (10) State holiday clinical telephone coverage for nine (9) Doorways at the following locations, unless an alternative been approved by the Department:
  - 4.1.1. Concord.
  - 4.1.2. Lebanon.
  - 4.1.3. Keene.
  - 4.1.4. Laconia.
  - 4.1.5. Manchester.
  - 4.1.6. Nashua.
  - 4.1.7. Littleton.
  - 4.1.8. Berlin.
  - 4.1.9. Dover.
- 4.2. The Contractor shall ensure minimum shift coverage includes, but is not limited to:
  - 4.2.1. One (1) clinician Monday through Friday between the hours of 5 pm and 8 am.
  - 4.2.2. One (1) clinician between Saturday at 8 am and Monday at 8 am.
  - 4.2.3. An additional one (1) clinician for shift coverage not to exceed twenty-eight (28) hours as determined by the Contractor and Department.



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- 4.3. The Contractor shall collaborate with the Department to determine ongoing staffing and resource needs for overnight and weekend call coverage based on call volumes and demand. The Contractor shall ensure:
- 4.3.1. On-call staffing by licensed clinicians and/or on call pager back-up coverage is available to meet the call volume to ensure that clients are not on hold or receiving busy signals when transferred from 2-1-1 NH.
  - 4.3.2. Licensed clinicians with the ability to assess for co-occurring mental health needs are given preference for open positions.
- 4.4. The Contractor shall ensure that telephonic services provided to include, at a minimum:
- 4.4.1. Crisis intervention and stabilization, which ensures that individuals in an acute OUD related crisis that require immediate, non-emergency intervention are provided with crisis counseling services by a licensed clinician.
  - 4.4.2. Directing callers to 911 if a client is in imminent danger or there is an emergency.
    - 4.4.2.1. If the client is unable or unwilling to call 911, contacting emergency services on behalf of the client based on the clinician's clinical judgement.
  - 4.4.3. Screening.
  - 4.4.4. Coordinating with shelters or emergency services, as needed.
  - 4.4.5. Providing clinical evaluation in accordance with the American Society of Addiction Medicine (ASAM) telephonically, if appropriate and reasonable to conduct, based on the callers mental state, willingness, and health status, including:
    - 4.4.5.1. Evaluation of all American Society of Addiction Medicine Criteria (ASAM, October 2013), domains.
    - 4.4.5.2. A level of care recommendation, based on ASAM Criteria (October 2013) when possible, which will be sent to the client's preferred Doorway.
    - 4.4.5.3. Identification of client strengths and resources that can be used to support treatment and recovery when possible, which will be sent to the client's preferred Doorway.
  - 4.4.6. Communicating the client's preferred scheduling needs for face-to-face intake to the client's preferred Doorway in order for the client to obtain an evaluation and referral services, if determined necessary.



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- 4.4.7. Ensuring the client's preferred Doorway receives information on the outcome and events of the call for continued client follow-up and care.
- 4.5. The Contractor shall ensure a Continuity of Operations Plan for landline outage.
- 4.6. The Contractor shall ensure formalized coordination with 2-1-1 NH as the public facing telephone service for all service access. This coordination shall include:
- 4.6.1. Establishing an agreement with 2-1-1 NH which defines the workflows to coordinate 2-1-1 NH calls and weekend and overnight call coverage activities including the following workflow:
- 4.6.1.1. Individuals seeking substance use disorder treatment services will call 2-1-1 NH;
- 4.6.1.2. If an individual is seeking information only, 2-1-1 NH staff will provide that information;
- 4.6.1.3. If an individual is in an OUD related crisis and wants to speak with a licensed counselor and/or is seeking assistance with accessing treatment services, 2-1-1 NH staff will transfer the caller to the on-call clinician.
- 4.6.2. The MOU with 2-1-1 NH shall include a process for bi-directional information sharing of updated referral resource databases to ensure that each entity has recently updated referral information.
- 4.7. The Contractor shall collaborate with the Department to determine a process for obtaining consent forms from all clients served telephonically, either in-person or through electronic means, to ensure compliance with all applicable state and federal confidentiality laws if the results of a call are being sent to the client's preferred Doorway.
- 4.8. The Contractor shall collaborate with each of the nine (9) Doorway locations to determine a process for obtaining appropriate consent forms in compliance with all applicable state and federal confidentiality laws from all clients served telephonically when the client presents at their preferred Doorway in order to enable the sharing of information on services provided to the client during the hours outlined in Subsection 4.2.
- 4.9. The Contractor shall market and advertise Doorway services in accordance with the shared marketing strategy that will be defined by all nine (9) Doorway locations in collaboration with the Department.
- 5. Subcontracting for the Doorways**
- 5.1. The Doorway shall submit all subcontracts the Doorway proposes to enter into for services funded through this contract to the Department for approval prior to execution.



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- 5.2. The Doorway may subcontract, with prior approval of the Department, for support and assistance in providing core Doorway services, which include:
- 5.2.1. Screening;
  - 5.2.2. Assessment;
  - 5.2.3. Evaluation;
  - 5.2.4. Referral;
  - 5.2.5. Continuous case management;
  - 5.2.6. GPRA data completion; and
  - 5.2.7. Naloxone distribution.
- 5.3. The Doorway shall at all times be responsible for continuous oversight of, and compliance with, all Core Doorway services and shall be the single point of contact with the Department for those Core services.
- 5.4. Any subcontract for support and assistance in providing Core Doorway services shall ensure that the patient experience is consistent across the continuum of Core Doorway services and the subcontracted entities and personnel are at all times acting, in name and in fact, as agents of the Doorway. The Doorway shall consolidate Core Doorway services, to the greatest extent practicable, in a single location.
- 5.5. The Doorway may collaborate with the Department to identify and obtain the services of an agent to handle the fiscal and administrative processes for payment of flexible needs funds, ensuring all uses of flexible needs funds are approved by the Doorway, in accordance with approved policies.
- 6. Staffing**
- 6.1. The Contractor shall ensure staff during regular hours of operation includes, at a minimum:
- 6.1.1. One (1) clinician with the ability to provide clinical evaluations for ASAM level of care placement, in-person or telephonically.
  - 6.1.2. One (1) CRSW with the ability to fulfill recovery support and care coordination functions.
  - 6.1.3. One (1) staff person, who can be a licensed clinician, CRSW, or other non-clinical support staff, capable of aiding specialty populations as outlined in Paragraph 3.1.7.



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- 6.2. The Contractor shall ensure sufficient staffing levels appropriate for the services provided and the number of clients served based on available staffing and the budget established for the Doorway.
- 6.3. The Contractor may provide alternative staffing, either temporary or long-term, for Department approval, thirty (30) calendar days before making the change to staffing.
- 6.4. The Contractor shall ensure all unlicensed staff providing treatment, education or recovery support services are directly supervised by a licensed supervisor.
- 6.5. The Contractor shall ensure no licensed supervisor supervises more than twelve (12) unlicensed staff unless the Department has approved an alternative supervision plan.
- 6.6. The Contractor shall ensure peer clinical supervision is provided for all clinicians including, but not limited to:
- 6.6.1. Weekly discussion of cases with suggestions for resources or alternative approaches.
  - 6.6.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision.
- 6.7. The Contractor shall ensure staff meet all training requirements, which may be satisfied through existing licensure requirements and/or Department-approved alternative training curriculums or certifications and include, but are not limited to:
- 6.7.1. For all clinical staff:
    - 6.7.1.1. Suicide prevention and early warning signs.
    - 6.7.1.2. The 12 Core Functions of the Alcohol and Other Drug Counselor.
    - 6.7.1.3. The standards of practice and ethical conduct, with particular emphasis given to the individual's role and appropriate responsibilities, professional boundaries, and power dynamics.
    - 6.7.1.4. An approved course on the twelve (12) core functions and The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice within twelve (12) months of hire.
    - 6.7.1.5. A Department-approved ethics course within twelve (12) months of hire.
  - 6.7.2. For recovery support staff and other non-clinical staff working directly with clients:



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- 6.7.2.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee.
- 6.7.2.2. The standards of practice and ethical conduct, with particular emphasis given to the individual's role and appropriate responsibilities, professional boundaries, and power dynamics, and confidentiality safeguards in accordance with HIPAA and 42 CFR Part 2, and state rules and laws.
- 6.7.2.3. The four (4) recovery domains as described by the International Credentialing and Reciprocity Consortium
- 6.7.2.4. An approved ethics course within twelve (12) months of hire.
- 6.7.3. Ensuring all recovery support staff and clinical staff receive annual continuous education regarding SUD.
- 6.7.4. Providing in-service training to all staff involved in client care within fifteen (15) business days of the contract effective date, or the staff person's start date, on the following:
  - 6.7.4.1. The contract requirements.
  - 6.7.4.2. All other relevant policies and procedures provided by the Department.
- 6.8. The Contractor shall provide staff, subcontractors, or end users as defined in Exhibit K with periodic training in practices and procedures to ensure compliance with information security, privacy or confidentiality in accordance with state administrative rules and state and federal laws.
- 6.9. The Contractor shall notify the Department in writing:
  - 6.9.1. Within one (1) week of hire of a new administrator, coordinator or any staff person essential to meeting the terms and conditions of this contract.
  - 6.9.2. Within seven (7) calendar days when there is not sufficient staffing to perform all required services for more than one (1) month.
- 6.10. The Contractor shall have policies and procedures, as approved by the Department, related to student interns to address minimum coursework, experience, and core competencies for those interns having direct contact with individuals served by this contract.
- 6.11. The Contractor shall ensure that student interns complete a Department-approved ethics course and a Department-approved course on the twelve (12) core functions as



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described in Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice within six (6) months of beginning their internship.

**7. Records.**

7.1. The Contractor shall maintain the following records, to be provided to the Department upon request:

7.1.1. Books, records, documents and other electronic or physical data evident of all expenses incurred, and all income received by the Contractor related to Exhibit A, Scope of Services.

7.1.2. All records shall be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all costs and expenses, and are acceptable to the Department, 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.

7.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, 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.

7.1.4. Medical records on each patient/recipient of services.

**8. Health Insurance Portability and Accountability Act and Confidentiality:**

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

8.2. All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with



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their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the disclosure of any protected health information shall be in accordance with the regulatory provisions of HIPAA, 42 CFR Part 2, and applicable state and federal laws and rules. Further, the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, their attorney or guardian. Notwithstanding anything to the contrary contained herein, the covenants and conditions contained in this Section 7. of Exhibit A, Scope of Services shall survive the termination of the Contract for any reason whatsoever.

**9. Reporting Requirements.**

- 9.1. The Contractor shall comply with all aspects of the Department of Health and Human Services Bureau of Quality Assurance and Improvement Sentinel Event Reporting and Review Policy PO.1003 (referred to as PO. 1003), effective April 24, 2019, and any subsequent versions and/or amendments.
- 9.2. The Contractor shall report to the Department of Health and Human Services Bureau of Drug and Alcohol Services within twenty-four (24) hours and follow up with written documentation submitted to the Bureau of Quality Assurance and Improvement within seventy-two (72) hours, as specified in PO.1003, any sentinel event that occurs with any individual who is receiving services under this contract. This does not replace the responsibility of the Contractor's responsibility to notify the appropriate authority if the Contractor suspects a crime has occurred.
- 9.3. The Contractor shall provide any information requested by the Department as follow up to a sentinel event report, or to complete a sentinel event review, with or without involvement in a requested sentinel event review.
- 9.4. The Contractor shall submit monthly activity reports on templates provided by the Department with data elements that include, but may not be limited to:
  - 9.4.1. Call counts.
  - 9.4.2. Counts of clients seen, separately identifying new clients and clients who revisit the Doorway after being administratively discharged.
  - 9.4.3. Reason types.
  - 9.4.4. Count of clinical evaluations.
  - 9.4.5. Count of referrals made and type.



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- 9.4.6. Naloxone distribution.
- 9.4.7. Referral statuses.
- 9.4.8. Recovery monitoring contacts.
- 9.4.9. Service wait times, flex fund utilization.
- 9.4.10. Respite shelter utilization.
- 9.4.11. Number of phone calls received
- 9.4.12. Nature of each phone call.
- 9.4.13. Percentage of total callers who hang up before reaching a clinician.
- 9.4.14. Average amount of time it takes for the call to be answered by a clinician.
- 9.4.15. Average amount of time a clinician spends speaking with the caller.
- 9.4.16. Percentage of callers that received a busy tone when they call.
- 9.4.17. Caller demographics and information when available including, but not limited to:
  - 9.4.17.1. Substance of choice.
  - 9.4.17.2. Housing issues.
  - 9.4.17.3. Criminal Justice issues.
  - 9.4.17.4. Employment issues.
- 9.4.18. Caller location.
- 9.4.19. Emergency/Imminent Risk Involvement/Level of Urgency.
- 9.4.20. Services sought.
- 9.4.21. Outcome of each phone call including, but not limited to:
  - 9.4.21.1. Referrals to Doorway for services and clinical evaluation.
  - 9.4.21.2. Information and resources provided via the phone.
- 9.5. The Contractor shall submit reports on naloxone kits distributed, utilizing a template provided by the Department.
- 9.6. The Contractor shall report on required data points specific to this SOR grant as identified by SAMHSA over the grant period.
- 9.7. The Contractor shall be required to prepare and submit ad hoc data reports, respond to periodic surveys, and other data collection requests as deemed necessary by the Department or SAMHSA.



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**10. Performance Measures**

- 10.1. The Department seeks to actively and regularly collaborate with providers to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- 10.2. The Department may collect other key data and metrics from Contractor(s), including client-level demographic, performance, and service data.
- 10.3. The Department may identify expectations for active and regular collaboration, including key performance measures, in the resulting contract. Where applicable, Contractor(s) must collect and share data with the Department in a format specified by the Department.

**11. Contract Management**

- 11.1. The Contractor shall participate in periodic meetings with the Department to review the operational status of the Doorway, for the duration of the contract.
- 11.2. The Contractor shall participate in operational site reviews on a schedule provided by the Department. All contract deliverables, programs, and activities shall be subject to review during this time. The Contractor shall:
  - 11.2.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements.
  - 11.2.2. Ensure the Department is provided with access that includes but is not limited to:
    - 11.2.2.1. Data.
    - 11.2.2.2. Financial records:
    - 11.2.2.3. Scheduled access to Contractor work sites, locations, work spaces and associated facilities.
    - 11.2.2.4. Unannounced access to Contractor work sites, locations, work spaces and associated facilities.
    - 11.2.2.5. Scheduled access to Contractor principals and staff.
- 11.3. The Contractor shall provide a Doorway information sheet and work plan regarding the Doorway's operations to the Department, annually, for review in the format prescribed by the Department.

**12. SOR Grant Standards**



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- 12.1. The Contractor shall provide the Department with a budget narrative within thirty (30) days of the contract effective date.
- 12.2. The Contractor shall meet with the Department within sixty (60) days of the contract effective date to review the proposed plan for contract implementation.
- 12.3. The Contractor and/or referred providers shall ensure that only Food and Drug Administration approved MAT for OUD is utilized.
- 12.4. The Contractor and referred providers shall only provide medical withdrawal management services to any individual supported by SOR Grant Funds if the withdrawal management service is accompanied by the use of injectable extended-release naltrexone, as clinically appropriate.
- 12.5. The Contractor and referred providers shall ensure that all uses of flexible needs funds and respite shelter funds are in compliance with the Department and SAMHSA requirements, which includes, but is not limited to ensuring recovery housing facilities utilized by clients are certified based on national standards aligned with the National Alliance for Recovery Residences standards and registered with the State of New Hampshire, Bureau of Drug and Alcohol Services in accordance with current NH Administrative Rules.
- 12.6. The Contractor and referred providers shall ensure staff who are trained in Presumptive Eligibility for Medicaid are available to assist clients with enrolling in public or private health insurance.
- 12.7. The Contractor and referred providers shall accept clients on MAT and facilitate access to MAT on-site or through referral for all clients supported with SOR Grant funds, as clinically appropriate.
- 12.8. The Contractor and referred providers shall coordinate with the NH Ryan White HIV/AIDS program for clients identified as at risk of, or with, HIV/AIDS.
- 12.9. The Contractor and referred providers shall ensure that all clients are regularly screened for tobacco use, treatment needs and referral to the QuitLine as part of treatment planning.
- 12.10. The Contractor shall collaborate with the Department to ensure compliance with all appropriate Department, State of NH, SAMHSA, and other Federal terms, conditions, and requirements.
- 12.11. The Contractor shall attest the understanding that SOR grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. The Contractor agrees that:



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- 12.11.1. Treatment in this context includes the treatment of opioid use disorder (OUD).
- 12.11.2. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders.
- 12.11.3. This marijuana restriction applies to all subcontracts and MOUs that receive SOR funding.
- 12.11.4. Attestations will be provided to the Contractor by the Department.
- 12.11.5. The Contractor shall complete and submit all attestations to the Department within thirty (30) days of contract approval.
- 12.12. The Contractor shall refer to Exhibit B for grant terms and conditions including, but not limited to:
  - 12.12.1. Invoicing.
  - 12.12.2. Funding restrictions.
  - 12.12.3. Billing.

**13. Data Management Requirements**

- 13.1. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements, which is attached hereto and incorporated by reference herein.

**14. Termination Report/Transition Plan**

- 14.1. In the event of early termination of the Agreement, the Contractor shall, within fifteen (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.
- 14.2. 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.
- 14.3. 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.



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- 14.4. 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.
- 14.5. 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. 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.

**15. Credits and Copyright Ownership**

- 15.1. 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, "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."
- 15.2. All materials produced or purchased under the contract shall have prior approval from the Department before printing, production, distribution or use. The Department 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. The Contractor shall not reproduce any materials produced under the contract without prior written approval from the Department.

**16. Operation of Facilities: Compliance with Laws and Regulations**

- 16.1. 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



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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.

**17. Equal Employment Opportunity Plan (EEOP)**

17.1. 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>.

**18. Equipment Purchases**

- 18.1. The Contractor shall submit to the Department's Contract Unit a list of the purchased office equipment (with funding from this Contract). The list shall include office equipment such as, but not limited to, laptop computers, printers/scanners, and phones with the make, model, and serial number of each piece of office equipment.
- 18.2. The Contractor shall return said office equipment in Subsection 17.1. to the Department's Contract Unit within thirty (30) days from the completion date of the Contract.

**19. Compliance with Federal and State Laws**

- 19.1. 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.
- 19.2. Time and Manner of Determination.



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19.2.1. 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.

**19.3. Documentation**

19.3.1. 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.

**19.4. Fair Hearings**

19.4.1. 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.



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**EXHIBIT B Amendment #4**

**Methods and Conditions Precedent to Payment**

1. This Agreement is funded by:
  - 1.1. 97.28% Federal funds from the State Opioid Response Grant, as awarded on 09/30/2018, by the U.S. Department of Health and Human Services Administration, CFDA #93.788, FAIN H79TI081685, and as awarded on 09/30/2020, by the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, CFDA #93.788, FAIN H79TI083326.
  - 1.2. 2.72% Other Funds from Governor's Commission on Alcohol and Other Drug Abuse Prevention, Intervention and Treatment Funds.
2. Governor Commission Funds
  - 2.1. The Contractor shall utilize funds in Exhibit B-9 Amendment #3 GovComm and Exhibit B-11 Amendment #3 GovComm for the purpose of providing services and supports to clients whose needs to not make them eligible to receive SOR-funded services and supports.
  - 2.2. The Contractor shall collaborate with the Department to determine appropriate services and supports along with developing and submitting reports and invoices that are separate from reports and invoices submitted for SOR grant funds.
3. For the purposes of this Agreement:
  - 3.1. The Department has identified the Contractor as a Contractor, in accordance with 2 CFR §200.330.
  - 3.2. The Department has identified this Contract as NON-R&D, in accordance with 2 CFR §200.87.
  - 3.3. In accordance with 2 CFR §200.414, the Contractor's federally approved Indirect Cost is 31%.
4. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibit B-1, Budget Sheet, Overnight and Weekend Clinical Telephone Services through Exhibit B-11 Amendment #4 GovComm.
5. The Contractor shall seek payment for services, as follows:
  - 5.1. First, the Contractor shall charge the client's private insurance or other payor sources.
  - 5.2. Second, the Contractor shall charge Medicare.
  - 5.3. Third, the Contractor shall charge Medicaid enrolled individuals, as follows:
    - 5.3.1. Medicaid Care Management: If enrolled with a Managed Care Organization (MCO), the Contractor shall be paid in accordance with its contract with the MCO.



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**EXHIBIT B Amendment #4**

- 5.3.2. Medicaid Fee for Service: The Contractor shall bill Medicaid for services on the Fee for Service (FFS) schedule.
- 5.4. Fourth, the Contractor shall charge the client in accordance with the Sliding Fee Scale Program.
- 5.5. Lastly, if any portion of the amount specified in the Sliding Fee Scale remains unpaid, charge the Department for the unpaid balance.
6. The Contractor shall submit an invoice in a form satisfactory to the State by the 25th working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment. Invoices shall be net any other revenue received towards the services billed in fulfillment of this agreement. The Contractor shall ensure:
- 6.1. Backup documentation includes, but is not limited to:
- 6.1.1. General Ledger showing revenue and expenses for the contract.
- 6.1.2. Timesheets and/or time cards that support the hours employees worked for wages reported under this contract.
- 6.1.2.1. Time cards shall be aligned to the Contractor's bi-weekly payroll schedule(s).
- 6.1.2.2. Per 45 CFR Part 75.430(i)(1) Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed.
- 6.1.2.3. Attestation and time tracking templates, which are available to the Department upon request.
- 6.1.3. Invoices supporting expenses reported:
- 6.1.3.1. Unallowable expenses include, but are not limited to:
- 6.1.3.1.1. Amounts belonging to other programs.
- 6.1.3.1.2. Amounts prior to effective date of contract.
- 6.1.3.1.3. Construction or renovation expenses.
- 6.1.3.1.4. Food or water for employees.
- 6.1.3.1.5. Directly or indirectly, to purchase, prescribe, or provide



**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**



**EXHIBIT B Amendment #4**

marijuana or treatment using marijuana.

6.1.3.1.6. Fines, fees, or penalties.

6.1.3.1.7. Per SAMSHA requirements, meals are generally unallowable unless they are an integral part of a conference grant or specifically stated as an allowable expense in the FOA. Grant funds may be used for light snacks, not to exceed three dollars (\$3.00) per person for clients.

6.1.3.1.8. Cell phones and cell phone minutes for clients.

6.1.4. Receipts for expenses within the applicable state fiscal year.

6.1.5. Cost center reports.

6.1.6. Profit and loss report.

6.1.7. Remittance Advices from the insurances billed. Remittance Advices do not need to be supplied with the invoice, but should be retained to be available upon request.

6.1.8. Information requested by the Department verifying allocation or offset based on third party revenue received.

6.1.9. Summaries of patient services revenue and operating revenue and other financial information as requested by the Department.

7. The Contractor is responsible for reviewing, understanding, and complying with further restrictions included in the Funding Opportunity Announcement (FOA).

8. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to melissa.girard@dhhs.nh.gov, or invoices may be mailed to:

SOR Financial Manager  
Department of Health and Human Services  
105 Pleasant Street  
Concord, NH 03301

9. The Contractor agrees that billing submitted for review 25 business days after the last day of the billing month may be subject to non-payment.

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

11. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

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**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**



**EXHIBIT B Amendment #4**

12. The Contractor must provide the services in Exhibit A Amendment #4, Scope of Services, in compliance with funding requirements.
13. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit A, Amendment #4 Scope of Services, including failure to submit required monthly and/or quarterly reports.
14. Notwithstanding Paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
15. Audits
  - 15.1. The Contractor is required to submit an annual audit to the Department if any of the following conditions exist:
    - 15.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
    - 15.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
    - 15.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
  - 15.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
  - 15.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
  - 15.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.

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1/28/2021



**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**



**EXHIBIT B Amendment #4**

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- 15.5. 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.



## Exhibit B-5 Amendment #4 Overnight Weekend Clinical Telephone Services NCE

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

Contractor Name: Mary Hitchcock Memorial Hospital

Budget Request for: Access and Delivery Hub for Opioid Use Disorder Services  
SS-2019-BDAS-05-ACCES-04

Budget Period: SFY21 09/30/20-12/31/20 (NCE)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 144,180.00	\$ 44,808.00	\$ 188,987.00	\$ -	\$ -	\$ -	\$ 144,180.00	\$ 44,808.00	\$ 188,987.00
2. Employee Benefits	\$ 42,027.00	\$ 13,307.00	\$ 55,334.00	\$ -	\$ -	\$ -	\$ 42,027.00	\$ 13,307.00	\$ 55,334.00
3. Consultants			\$ -	\$ -	\$ -	\$ -			\$ -
4. Equipment			\$ -	\$ -	\$ -	\$ -			\$ -
5. Supplies			\$ -	\$ -	\$ -	\$ -			\$ -
6. Travel	\$ 331.00	\$ 103.00	\$ 434.00	\$ -	\$ -	\$ -	\$ 331.00	\$ 103.00	\$ 434.00
7. Occupancy			\$ -	\$ -	\$ -	\$ -			\$ -
8. Current Expenses	\$ 125.00	\$ 39.00	\$ 164.00	\$ -	\$ -	\$ -	\$ 125.00	\$ 39.00	\$ 164.00
9. Software	\$ 364.00	\$ 113.00	\$ 477.00	\$ -	\$ -	\$ -	\$ 364.00	\$ 113.00	\$ 477.00
10. Marketing/Communications	\$ 497.00	\$ 154.00	\$ 651.00	\$ -	\$ -	\$ -	\$ 497.00	\$ 154.00	\$ 651.00
11. Staff Education and Training	\$ 377.00	\$ 117.00	\$ 494.00	\$ -	\$ -	\$ -	\$ 377.00	\$ 117.00	\$ 494.00
12. Subcontracts/Agreements			\$ -	\$ -	\$ -	\$ -			\$ -
13. Other (specific details mandatory):			\$ -	\$ -	\$ -	\$ -			\$ -
File Funds			\$ -	\$ -	\$ -	\$ -			\$ -
Relaxation			\$ -	\$ -	\$ -	\$ -			\$ -
Respite Vouchers			\$ -	\$ -	\$ -	\$ -			\$ -
<b>TOTAL</b>	<b>\$ 188,818.00</b>	<b>\$ 56,521.00</b>	<b>\$ 247,341.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 188,818.00</b>	<b>\$ 56,521.00</b>	<b>\$ 247,341.00</b>

Indirect As A Percent of Direct 31.0%



## Exhibit B-6 Amendment #4 HCE

New Hampshire Department of Health and Human Services COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD											
Contractor Name: Mary Hitchcock Memorial Hospital											
Budget Request for: Access and Delivery Hub for Opioid Use Disorder Services SS-2019-BDAS-05-ACCES-04											
Budget Period: SFY21 09/30/20-12/31/20 (HCE)											
Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share			Total	
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total		
1. Total Salary/Wages	\$ 55,785.00	\$ 17,136.00	\$ 72,423.00	\$ -	\$ -	\$ -	\$ 55,785.00	\$ 17,136.00	\$ 72,423.00		
2. Employee Benefits	\$ 16,300.00	\$ 5,053.00	\$ 21,353.00	\$ -	\$ -	\$ -	\$ 16,300.00	\$ 5,053.00	\$ 21,353.00		
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
5. Supplies	\$ 2,464.00	\$ 784.00	\$ 3,228.00	\$ -	\$ -	\$ -	\$ 2,464.00	\$ 784.00	\$ 3,228.00		
6. Travel	\$ 215.00	\$ 67.00	\$ 282.00	\$ -	\$ -	\$ -	\$ 215.00	\$ 67.00	\$ 282.00		
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
10. Marketing/Communications	\$ 608.00	\$ 188.00	\$ 796.00	\$ -	\$ -	\$ -	\$ 608.00	\$ 188.00	\$ 796.00		
11. Staff Education and Training	\$ 1,740.00	\$ 538.00	\$ 2,278.00	\$ -	\$ -	\$ -	\$ 1,740.00	\$ 538.00	\$ 2,278.00		
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Fee Funds	\$ 11,844.00	\$ 3,672.00	\$ 15,516.00	\$ -	\$ -	\$ -	\$ 11,844.00	\$ 3,672.00	\$ 15,516.00		
Naloxone	\$ 36,242.00	\$ 11,735.00	\$ 47,477.00	\$ -	\$ -	\$ -	\$ 36,242.00	\$ 11,735.00	\$ 47,477.00		
Receipts Vouchers	\$ 14,735.00	\$ 4,568.00	\$ 19,303.00	\$ -	\$ -	\$ -	\$ 14,735.00	\$ 4,568.00	\$ 19,303.00		
<b>TOTAL</b>	<b>\$ 139,434.00</b>	<b>\$ 43,223.00</b>	<b>\$ 182,658.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 139,434.00</b>	<b>\$ 43,223.00</b>	<b>\$ 182,658.00</b>		
Indirect As A Percent of Direct											31.0%



## Exhibit B-7 Amendment #4 SOR #

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

Contractor Name: Mary Hitchcock Memorial Hospital

Budget Request for: Access and Delivery Hub for Optic Nerve Disorder Services  
SS-2019-B0AS-05-ACCES-04-AD4

Budget Period: SFY21 01/01/21-06/30/21 (SORS)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 291,479.00	\$ 60,358.00	\$ 351,837.00	\$ -	\$ -	\$ -	\$ 291,479.00	\$ 60,358.00	\$ 351,837.00
2. Employee Benefits	\$ 86,778.00	\$ 26,601.00	\$ 113,379.00	\$ -	\$ -	\$ -	\$ 86,778.00	\$ 26,601.00	\$ 113,379.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 608.00	\$ 207.00	\$ 815.00	\$ -	\$ -	\$ -	\$ 608.00	\$ 207.00	\$ 815.00
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ 253.00	\$ 78.00	\$ 331.00	\$ -	\$ -	\$ -	\$ 253.00	\$ 78.00	\$ 331.00
9. Software	\$ 736.00	\$ 228.00	\$ 964.00	\$ -	\$ -	\$ -	\$ 736.00	\$ 228.00	\$ 964.00
10. Marketing/Communications	\$ 1,004.00	\$ 311.00	\$ 1,315.00	\$ -	\$ -	\$ -	\$ 1,004.00	\$ 311.00	\$ 1,315.00
11. Staff Education and Training	\$ 762.00	\$ 236.00	\$ 998.00	\$ -	\$ -	\$ -	\$ 762.00	\$ 236.00	\$ 998.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 381,641.00	\$ 118,319.00	\$ 500,000.00	\$ -	\$ -	\$ -	\$ 381,641.00	\$ 118,319.00	\$ 500,000.00

Indirect As A Percent of Direct

31.0%



## Exhibit B-8 Amendment #4 SOR #

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

Contractor Name: Mary Hitchcock Memorial Hospital

Budget Request for: Access and Delivery Hub for Optimal Use Disorder Services  
SS-2019-8DAS-05-ACCES-04

Budget Period: SFY22 07/01/21-06/30/21 (S0R0)

Line Item	Total Program Cost			Contractor Share / Match			Funded by BHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 147,005.00	\$ 45,500.00	\$ 192,505.00	\$ -	\$ -	\$ -	\$ 147,005.00	\$ 45,500.00	\$ 192,505.00
2. Employee Benefits	\$ 43,884.00	\$ 13,607.00	\$ 57,501.00	\$ -	\$ -	\$ -	\$ 43,884.00	\$ 13,607.00	\$ 57,501.00
3. Consultants	\$ 13,700.00	\$ 4,247.00	\$ 17,947.00	\$ -	\$ -	\$ -	\$ 13,700.00	\$ 4,247.00	\$ 17,947.00
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies	\$ 1,800.00	\$ 558.00	\$ 2,358.00	\$ -	\$ -	\$ -	\$ 1,800.00	\$ 558.00	\$ 2,358.00
6. Travel	\$ 5,000.00	\$ 1,550.00	\$ 6,550.00	\$ -	\$ -	\$ -	\$ 5,000.00	\$ 1,550.00	\$ 6,550.00
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ 134.00	\$ 41.00	\$ 175.00	\$ -	\$ -	\$ -	\$ 134.00	\$ 41.00	\$ 175.00
9. Software	\$ 8,800.00	\$ 2,728.00	\$ 11,528.00	\$ -	\$ -	\$ -	\$ 8,800.00	\$ 2,728.00	\$ 11,528.00
10. Marketing/Communications	\$ 250.00	\$ 78.00	\$ 328.00	\$ -	\$ -	\$ -	\$ 250.00	\$ 78.00	\$ 328.00
11. Staff Education and Training	\$ 1,500.00	\$ 465.00	\$ 1,965.00	\$ -	\$ -	\$ -	\$ 1,500.00	\$ 465.00	\$ 1,965.00
12. Subcontractor/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 222,143.00	\$ 68,964.00	\$ 291,107.00	\$ -	\$ -	\$ -	\$ 222,143.00	\$ 68,964.00	\$ 291,107.00

Indirect As A Percent of Direct 31.0%



## Exhibit B-9 Amendment #4 GovComm

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

Contractor Name: Mary Hitchcock Memorial Hospital

Budget Request for: Access and Delivery Hubs for Opioid Use Disorder Services  
 SS-2019-00AS-05-ACCES-04-404

Budget Period: SFY21 09/30/20-08/30/21 (GovComm)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 18,878.00	\$ 5,232.00	\$ 22,110.00	\$ -	\$ -	\$ -	\$ 18,878.00	\$ 5,232.00	\$ 22,110.00
2. Employee Benefits	\$ 5,367.00	\$ 1,664.00	\$ 7,031.00	\$ -	\$ -	\$ -	\$ 5,367.00	\$ 1,664.00	\$ 7,031.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies	\$ 500.00	\$ 155.00	\$ 655.00	\$ -	\$ -	\$ -	\$ 500.00	\$ 155.00	\$ 655.00
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Flex Funds	\$ 4,150.00	\$ 1,287.00	\$ 5,437.00	\$ -	\$ -	\$ -	\$ 4,150.00	\$ 1,287.00	\$ 5,437.00
Receipt Vouchers	\$ 3,178.00	\$ 985.00	\$ 4,163.00	\$ -	\$ -	\$ -	\$ 3,178.00	\$ 985.00	\$ 4,163.00
<b>TOTAL</b>	\$ 30,873.00	\$ 8,323.00	\$ 39,196.00	\$ -	\$ -	\$ -	\$ 30,873.00	\$ 8,323.00	\$ 39,196.00

Indirect As A Percent of Direct 31.0%



## Exhibit B-10 Amendment #4 SOR II

New Hampshire Department of Health and Human Services COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD											
Contractor Name: Mary Hitchcock Memorial Hospital											
Budget Request for: Access and Delivery Hub for Opioid Use Disorder Services SS-1019-BDAS-05-ACCES-04											
Budget Period: SFY21 6/1/21-5/31/22 (SORII)											
Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share				
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total	Total	
1. Total Salary/Wages	\$ 135,304.00	\$ 41,972.00	\$ 177,266.00	\$ -	\$ -	\$ -	\$ 135,304.00	\$ 41,972.00	\$ 177,266.00	\$ 177,266.00	
2. Employee Benefits	\$ 39,918.00	\$ 12,375.00	\$ 52,293.00	\$ -	\$ -	\$ -	\$ 39,918.00	\$ 12,375.00	\$ 52,293.00	\$ 52,293.00	
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
5. Supplies	\$ 8,035.00	\$ 1,871.00	\$ 7,806.00	\$ -	\$ -	\$ -	\$ 8,035.00	\$ 1,871.00	\$ 7,806.00	\$ 7,806.00	
6. Travel	\$ 526.00	\$ 163.00	\$ 689.00	\$ -	\$ -	\$ -	\$ 526.00	\$ 163.00	\$ 689.00	\$ 689.00	
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ 1,491.00	\$ 462.00	\$ 1,953.00	\$ -	\$ -	\$ -	\$ 1,491.00	\$ 462.00	\$ 1,953.00	\$ 1,953.00	
11. Staff Education and Training	\$ 4,280.00	\$ 1,321.00	\$ 5,581.00	\$ -	\$ -	\$ -	\$ 4,280.00	\$ 1,321.00	\$ 5,581.00	\$ 5,581.00	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Flex Funds	\$ 29,006.00	\$ 8,967.00	\$ 37,966.00	\$ -	\$ -	\$ -	\$ 29,006.00	\$ 8,967.00	\$ 37,966.00	\$ 37,966.00	
Notre Dame	\$ 86,754.00	\$ 27,515.00	\$ 118,273.00	\$ -	\$ -	\$ -	\$ 86,754.00	\$ 27,515.00	\$ 118,273.00	\$ 118,273.00	
Receipt Vouchers	\$ 36,067.00	\$ 11,187.00	\$ 47,274.00	\$ -	\$ -	\$ -	\$ 36,067.00	\$ 11,187.00	\$ 47,274.00	\$ 47,274.00	
TOTAL	\$ 341,475.00	\$ 105,858.00	\$ 447,333.00	\$ -	\$ -	\$ -	\$ 341,475.00	\$ 105,858.00	\$ 447,333.00	\$ 447,333.00	
Indirect As A Percent of Direct 31.0%											



Exhibit B-11 Amendment #4 GovComm

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

Contractor Name: Mary Hitchcock Memorial Hospital

Budget Request for: Access and Delivery Hub for Opioid Use Disorder Services  
SS-2019-BDAS-05-ACCES-04

Budget Period: SFY22 07/01/21-06/30/21 (GovComm)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 5,784.00	\$ 1,788.00	\$ 7,500.00	\$ -	\$ -	\$ -	\$ 5,784.00	\$ 1,788.00	\$ 7,500.00
2. Employee Benefits	\$ 1,871.00	\$ 580.00	\$ 2,451.00	\$ -	\$ -	\$ -	\$ 1,871.00	\$ 580.00	\$ 2,451.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies	\$ 300.00	\$ 83.00	\$ 383.00	\$ -	\$ -	\$ -	\$ 300.00	\$ 83.00	\$ 383.00
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Flex Funds	\$ 1,254.00	\$ 388.00	\$ 1,643.00	\$ -	\$ -	\$ -	\$ 1,254.00	\$ 388.00	\$ 1,643.00
Respite Vouchers	\$ 805.00	\$ 250.00	\$ 1,055.00	\$ -	\$ -	\$ -	\$ 805.00	\$ 250.00	\$ 1,055.00
<b>TOTAL</b>	<b>\$ 10,824.00</b>	<b>\$ 3,108.00</b>	<b>\$ 13,132.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 10,824.00</b>	<b>\$ 3,108.00</b>	<b>\$ 13,132.00</b>
Indirect As A Percent of Direct			31.0%						



## Exhibit B-12 Amendment #4 SOR II

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

Contractor Name: Mary Hitchcock Memorial Hospital

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

SS-1919-BDAS-05-ACCES-04

Budget Period: SFY22 07/01/21-06/30/21 (SOR II)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 65,467.00	\$ 20,795.00	\$ 86,262.00	\$ -	\$ -	\$ -	\$ 65,467.00	\$ 20,795.00	\$ 86,262.00
2. Employee Benefits	\$ 19,629.00	\$ 6,065.00	\$ 25,714.00	\$ -	\$ -	\$ -	\$ 19,629.00	\$ 6,065.00	\$ 25,714.00
3. Consultants			\$ -	\$ -	\$ -	\$ -			\$ -
4. Equipment			\$ -	\$ -	\$ -	\$ -			\$ -
5. Supplies	\$ 2,807.00	\$ 838.00	\$ 3,645.00	\$ -	\$ -	\$ -	\$ 2,807.00	\$ 838.00	\$ 3,645.00
6. Travel	\$ 250.00	\$ 78.00	\$ 328.00	\$ -	\$ -	\$ -	\$ 250.00	\$ 78.00	\$ 328.00
7. Occupancy			\$ -	\$ -	\$ -	\$ -			\$ -
8. Current Expenses			\$ -	\$ -	\$ -	\$ -			\$ -
9. Software			\$ -	\$ -	\$ -	\$ -			\$ -
10. Marketing/Communications	\$ 700.00	\$ 217.00	\$ 917.00	\$ -	\$ -	\$ -	\$ 700.00	\$ 217.00	\$ 917.00
11. Staff Education and Training	\$ 750.00	\$ 233.00	\$ 983.00	\$ -	\$ -	\$ -	\$ 750.00	\$ 233.00	\$ 983.00
12. Subcontracts/Agreements			\$ -	\$ -	\$ -	\$ -			\$ -
13. Other (specific details mandatory)			\$ -	\$ -	\$ -	\$ -			\$ -
Flex Funds	\$ 8,748.00	\$ 2,711.00	\$ 11,459.00	\$ -	\$ -	\$ -	\$ 8,748.00	\$ 2,711.00	\$ 11,459.00
Materials	\$ 30,000.00	\$ 9,300.00	\$ 39,300.00	\$ -	\$ -	\$ -	\$ 30,000.00	\$ 9,300.00	\$ 39,300.00
Receipt Vouchers	\$ 11,195.00	\$ 3,470.00	\$ 14,665.00	\$ -	\$ -	\$ -	\$ 11,195.00	\$ 3,470.00	\$ 14,665.00
<b>TOTAL</b>	<b>\$ 129,434.00</b>	<b>\$ 43,223.00</b>	<b>\$ 182,657.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 129,434.00</b>	<b>\$ 43,223.00</b>	<b>\$ 182,657.00</b>
Indirect As A Percent of Direct			31.0%						



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Lori A. Shibillette  
Commissioner

Katja S. Fox  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION FOR BEHAVIORAL HEALTH

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

June 2, 2020

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

**REQUESTED ACTION**

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

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

Vendor Name	Vendor Code	Area Served	Current Amount	Increase/ (Decrease)	New Amount	G&C Approval
Androscoggin Valley Hospital, Inc., Berlin, NH	TBD	Berlin	\$1,670,051	\$0	\$1,670,051	O: 10/31/18 Item #17A A1: 8/28/19 (Item #10)
Concord Hospital, Inc., Concord, NH	177653-B003	Concord	\$2,272,793	\$0	\$2,272,793	O: 10/31/18 Item #17A A1: 8/28/19 (Item #10)
Granite Pathways, Concord, NH	228900-B001	N/A	\$6,895,879	\$0	\$6,895,879	O: 10/31/18 (Item #17A) A1: 9/18/19, (Item #20)
Littleton Regional Hospital, Littleton, NH	TBD	Littleton	\$1,713,805	\$0	\$1,713,805	O: 10/31/18 (Item #17A) A1: 9/18/19, (Item #20)
LRGHealthcare, Laconia, NH	TBD	Laconia	\$1,987,873	\$0	\$1,987,873	O: 10/31/18 (Item #17A) A1: 9/18/19, (Item #20)



His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 2 of 3

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

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

See attached fiscal details

#### EXPLANATION

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

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



His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 3 of 3

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

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

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

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

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

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

Area served: Statewide

Respectfully submitted,

  
Lori A. Shabinette  
Commissioner



## Financial Detail

05-95-92-920510-7040 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV OF, BUREAU OF DRUG & ALCOHOL SERVICES, STATE OPIOID RESPONSE GRANT					
100% Federal Funds CFDA #93.788 FAIN TI081685					
Activity Code: 92057040					
Androscoggin Valley					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	\$ 821,133.00	\$ (201,283.00)	\$ 619,850.00
2020	Contracts for Prog Svs	102-500731	\$ 848,918.00		\$ 848,918.00
2021	Contracts for Prog Svs	102-500731		\$ 201,283.00	\$ 201,283.00
Subtotal			\$ 1,670,051.00	\$ -	\$ 1,670,051.00
Concord					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	\$ 947,662.00	\$ (236,916.00)	\$ 710,746.00
2020	Contracts for Prog Svs	102-500731	\$ 1,325,131.00		\$ 1,325,131.00
2021	Contracts for Prog Svs	102-500731		\$ 236,916.00	\$ 236,916.00
Subtotal			\$ 2,272,793.00	\$ -	\$ 2,272,793.00
Cheshire					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	\$ 820,133.00	\$ (205,033.00)	\$ 615,100.00
2020	Contracts for Prog Svs	102-500731	\$ 1,127,557.00		\$ 1,127,557.00
2021	Contracts for Prog Svs	102-500731		\$ 205,033.00	\$ 205,033.00
Subtotal			\$ 1,947,690.00	\$ -	\$ 1,947,690.00
Mary Hitchcock					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	\$ 1,774,205.00	\$ (383,958.00)	\$ 1,390,247.00
2020	Contracts for Prog Svs	102-500731	\$ 2,575,109.00		\$ 2,575,109.00
2021	Contracts for Prog Svs	102-500731		\$ 383,958.00	\$ 383,958.00
Subtotal			\$ 4,349,314.00	\$ -	\$ 4,349,314.00
LRGHealthcare					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	\$ 820,000.00	\$ (205,000.00)	\$ 615,000.00
2020	Contracts for Prog Svs	102-500731	\$ 1,167,673.00		\$ 1,167,673.00
2021	Contracts for Prog Svs	102-500731		\$ 205,000.00	\$ 205,000.00
Subtotal			\$ 1,987,673.00	\$ -	\$ 1,987,673.00



## Financial Detail

Granite Pathways Manchester					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	\$ 1,331,471.00		\$ 1,331,471.00
2020	Contracts for Prog Svs	102-500731	\$ 2,349,699.00		\$ 2,349,699.00
2021	Contracts for Prog Svs	102-500731			\$ -
Subtotal			\$ 3,681,170.00	\$ -	\$ 3,681,170.00
Granite Pathways Nashua					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	\$ 1,348,973.00		\$ 1,348,973.00
2020	Contracts for Prog Svs	102-500731	\$ 1,885,736.00		\$ 1,885,736.00
2021	Contracts for Prog Svs	102-500731			\$ -
Subtotal			\$ 3,214,709.00	\$ -	\$ 3,214,709.00
Provider name here					
Littleton Regional					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	\$ 831,000.00	\$ (203,750.00)	\$ 627,250.00
2020	Contracts for Prog Svs	102-500731	\$ 882,805.00		\$ 882,805.00
2021	Contracts for Prog Svs	102-500731		\$ 203,750.00	\$ 203,750.00
Subtotal			\$ 1,713,805.00	\$ -	\$ 1,713,805.00
Wentworth Douglass					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	\$ 982,700.00	\$ (240,675.00)	\$ 722,025.00
2020	Contracts for Prog Svs	102-500731	\$ 1,806,752.00		\$ 1,806,752.00
2021	Contracts for Prog Svs	102-500731		\$ 240,675.00	\$ 240,675.00
Subtotal			\$ 2,769,452.00	\$ -	\$ 2,769,452.00
Subtotal			\$ 23,606,657.00	\$ -	\$ 23,606,657.00





Jeffrey A. Meyers  
Commissioner

Karla S. Fox  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION FOR BEHAVIORAL HEALTH

105 PLEASANT STREET, CONCORD, NH 03301  
603-271-6110 1-800-852-3345 Ext. 6738  
Fax: 603-271-6105 TDD Access: 1-800-735-2964  
www.dhhs.nh.gov

September 5, 2019

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division for Behavioral Health, to amend existing sole source agreements with the six (6) vendors listed in bold below, to implement and operationalize a statewide network of Doorways for substance use disorder treatment and recovery support services access, by increasing the total price limitation by \$3,962,024 from \$19,644,633 to \$23,606,657, with no change to the completion date of September 29, 2020, effective upon Governor and Executive Council approval. 100% Federal Funds.

These agreements were originally approved by the Governor and Executive Council on October 31, 2018 (Item #17A), Mary Hitchcock Memorial Hospital amended on November 14, 2018 (Item #11), Androscoggin Valley Hospital, Inc and Concord Hospital Inc. amended on August 28, 2019 (Item #10).

Vendor Name	Vendor ID	Vendor Address	Current Budget	Increase/ (Decrease)	Updated Budget
Androscoggin Valley Hospital, Inc.	177220-B002	59 Page Hill Rd. Berlin, NH 03570	\$1,670,051	\$0	\$1,670,051
Concord Hospital, Inc.	177653-B003	250 Pleasant St. Concord, NH, 03301	\$2,272,793	\$0	\$2,272,793
Granite Pathways	228900-B001	10 Ferry St, Ste. 308, Concord, NH, 03301	\$5,008,703	\$1,887,176	\$6,895,879
Littleton Regional Hospital	177162-B011	600 St. Johnsbury Road, Littleton, NH 03561	\$1,572,101	\$141,704	\$1,713,805
LRGHealthcare	177161-B006	80 Highland St. Laconia, NH 03246	\$1,593,000	\$394,673	\$1,987,673
Mary Hitchcock Memorial Hospital	177160-B001	One Medical Center Drive Lebanon, NH 03756	\$4,043,958	\$305,356	\$4,349,314
The Cheshire Medical Center	155405-B001	580 Court St. Keene, NH 03431	\$1,593,611	\$354,079	\$1,947,690



His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
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Wentworth-Douglass Hospital	177187-B001	789 Central Ave. Dover, NH 03820	\$1,890,416	\$879,036	\$2,769,452
		Total	\$19,644,633	\$3,962,024	\$23,606,657

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

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

State Fiscal Year	Class/Account	Class Title	Job Number	Current Funding	Increase/ (Decrease)	Updated Funding
2019	102-500731	Contracts for Prog Svc	92057040	\$9,325,277	\$0	\$9,325,277
2020	102-500731	Contracts for Prog Svc	92057040	\$9,987,356	\$3,962,024	\$14,880,912
2021	102-500731	Contracts for Prog Svc	92057040	\$0	\$0	\$0
			Sub-Total	\$19,312,633	\$3,962,024	\$23,274,657

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

State Fiscal Year	Class/Account	Class Title	Job Number	Current Funding	Increase/ (Decrease)	Updated Funding
2019	102-500731	Contracts for Prog Svc	92052561	\$332,000	\$0	\$332,000
2020	102-500731	Contracts for Prog Svc	92052561	\$0	\$0	\$0
2021	102-500731	Contracts for Prog Svc	92052561	\$0	\$0	\$0
			Sub-Total	\$332,000	\$0	\$332,000
			Grand Total	\$19,644,633	\$3,962,024	\$23,606,657

**EXPLANATION**

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

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



His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 3 of 3

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

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

This request represents six (6) of the eight (8) amendments being brought forward for Governor and Executive Council approval. The Governor and Executive Council approved two (2) of the amendments on August 28, 2019 (Item #10).

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

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

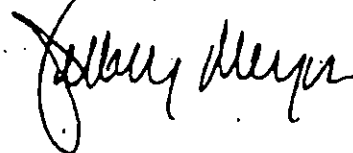
- Monthly de-identified, aggregate data reports
- Weekly and biweekly Doorway program calls
- Monthly Community of Practice meetings
- Regular review and monitoring of Government Performance and Results Act (GPRA) interviews and follow ups through the Web Information Technology System (WITS) database.

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

Area served: Statewide

Source of Funds: 100% Federal Funds from the Substance Abuse and Mental Health Services Administration. CFDA # 93.788, FAIN #H79T1081685 and FAIN #T1080246.

Respectfully submitted,



Jeffrey A. Meyers  
Commissioner



## Financial Detail

05-95-92-920510-7040 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV OF, BUREAU OF DRUG & ALCOHOL SERVICES, STATE OPIOID RESPONSE GRANT					
100% Federal Funds					
Activity Code: 92057040					
<b>Androscoggin Valley Hospital, Inc</b>					
<b>Vendor # 177220-B002</b>					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svcs	102-500731	\$ 805,133.00		\$ 805,133.00
2020	Contracts for Prog Svcs	102-500731	\$ 848,918.00	\$ -	\$ 848,918.00
2021	Contracts for Prog Svcs	102-500731	\$ -	\$ -	\$ -
Subtotal			\$ 1,654,051.00	\$ -	\$ 1,654,051.00
<b>Concord Hospital, Inc</b>					
<b>Vendor # 177853-B003</b>					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svcs	102-500731	\$ 947,662.00		\$ 947,662.00
2020	Contracts for Prog Svcs	102-500731	\$ 1,325,131.00	\$ -	\$ 1,325,131.00
2021	Contracts for Prog Svcs	102-500731	\$ -	\$ -	\$ -
Subtotal			\$ 2,272,793.00	\$ -	\$ 2,272,793.00
<b>Granite Pathways</b>					
<b>Vendor # 228900-B001</b>					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svcs	102-500731	\$ 2,380,444.00		\$ 2,380,444.00
2020	Contracts for Prog Svcs	102-500731	\$ 2,328,259.00	\$ 1,887,178.00	\$ 4,215,435.00
2021	Contracts for Prog Svcs	102-500731	\$ -	\$ -	\$ -
Subtotal			\$ 4,708,703.00	\$ 1,887,178.00	\$ 6,595,879.00
<b>Littleton Regional Hospital</b>					
<b>Vendor # 177162-B011</b>					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svcs	102-500731	\$ 815,000.00		\$ 815,000.00
2020	Contracts for Prog Svcs	102-500731	\$ 741,101.00	\$ 141,704.00	\$ 882,805.00
2021	Contracts for Prog Svcs	102-500731	\$ -	\$ -	\$ -
Subtotal			\$ 1,556,101.00	\$ 141,704.00	\$ 1,697,805.00
<b>LRGHealthcare</b>					
<b>Vendor # 177161-B008</b>					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svcs	102-500731	\$ 820,000.00		\$ 820,000.00
2020	Contracts for Prog Svcs	102-500731	\$ 773,000.00	\$ 394,673.00	\$ 1,167,673.00
2021	Contracts for Prog Svcs	102-500731	\$ -	\$ -	\$ -
Subtotal			\$ 1,593,000.00	\$ 394,673.00	\$ 1,987,673.00



## Financial Detail

<b>Mary Hitchcock Memorial Hospital</b>					
<b>Vendor # 177160-B016</b>					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	\$ 1,774,205.00	\$ -	\$ 1,774,205.00
2020	Contracts for Prog Svs	102-500731	\$ 2,269,753.00	\$ 305,356.00	\$ 2,575,109.00
2021	Contracts for Prog Svs	102-500731	\$ -	\$ -	\$ -
<b>Subtotal</b>			<b>\$ 4,043,958.00</b>	<b>\$ 305,356.00</b>	<b>\$ 4,349,314.00</b>
<b>The Cheekhoke Medical Center</b>					
<b>Vendor # 155405-B001</b>					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	\$ 820,133.00	\$ -	\$ 820,133.00
2020	Contracts for Prog Svs	102-500731	\$ 773,478.00	\$ 354,078.00	\$ 1,127,557.00
2021	Contracts for Prog Svs	102-500731	\$ -	\$ -	\$ -
<b>Subtotal</b>			<b>\$ 1,593,611.00</b>	<b>\$ 354,078.00</b>	<b>\$ 1,947,690.00</b>
<b>Wentworth-Douglas Hospital</b>					
<b>Vendor # 177187-B001</b>					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	\$ 962,700.00	\$ -	\$ 962,700.00
2020	Contracts for Prog Svs	102-500731	\$ 927,716.00	\$ 879,036.00	\$ 1,806,752.00
2021	Contracts for Prog Svs	102-500731	\$ -	\$ -	\$ -
<b>Subtotal</b>			<b>\$ 1,890,416.00</b>	<b>\$ 879,036.00</b>	<b>\$ 2,769,452.00</b>
<b>SUB TOTAL</b>			<b>\$ 19,312,633.00</b>	<b>\$ 3,962,024.00</b>	<b>\$ 23,274,657.00</b>

05-95-92-920510-2559 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV OF, BUREAU OF DRUG & ALCOHOL SERVICES, OPIOID STR GRANT					
100% Federal Funds					
Activity Code: 92052561					
<b>Androscooggin Valley Hospital, Inc</b>					
<b>Vendor # 177220-B002</b>					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	\$ 16,000.00	\$ -	\$ 16,000.00
2020	Contracts for Prog Svs	102-500731	\$ -	\$ -	\$ -
2021	Contracts for Prog Svs	102-500731	\$ -	\$ -	\$ -
<b>Subtotal</b>			<b>\$ 16,000.00</b>	<b>\$ -</b>	<b>\$ 16,000.00</b>
<b>Concord Hospital, Inc</b>					
<b>Vendor # 177653-B003</b>					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	\$ -	\$ -	\$ -
2020	Contracts for Prog Svs	102-500731	\$ -	\$ -	\$ -
2021	Contracts for Prog Svs	102-500731	\$ -	\$ -	\$ -
<b>Subtotal</b>			<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>



## Financial Detail

<b>Granito Pathways</b>					
<b>Vendor # 228900-B001</b>					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	\$ 300,000.00		\$ 300,000.00
2020	Contracts for Prog Svs	102-500731	\$ -		\$ -
2021	Contracts for Prog Svs	102-500731	\$ -		\$ -
Subtotal			\$ 300,000.00	\$ -	\$ 300,000.00
<b>Littleton Regional Hospital</b>					
<b>Vendor # 177162-B011</b>					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	\$ 16,000.00		\$ 16,000.00
2020	Contracts for Prog Svs	102-500731	\$ -		\$ -
2021	Contracts for Prog Svs	102-500731	\$ -		\$ -
Subtotal			\$ 16,000.00	\$ -	\$ 16,000.00
<b>LRGHealthcare</b>					
<b>Vendor # 177161-B006</b>					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	\$ -		\$ -
2020	Contracts for Prog Svs	102-500731	\$ -		\$ -
2021	Contracts for Prog Svs	102-500731	\$ -		\$ -
Subtotal			\$ -	\$ -	\$ -
<b>Mary Hitchcock Memorial Hospital</b>					
<b>Vendor # 177160-B016</b>					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	\$ -		\$ -
2020	Contracts for Prog Svs	102-500731	\$ -		\$ -
2021	Contracts for Prog Svs	102-500731	\$ -		\$ -
Subtotal			\$ -	\$ -	\$ -
<b>The Cheshire Medical Center</b>					
<b>Vendor # 155405-B001</b>					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	\$ -		\$ -
2020	Contracts for Prog Svs	102-500731	\$ -		\$ -
2021	Contracts for Prog Svs	102-500731	\$ -		\$ -
Subtotal			\$ -	\$ -	\$ -
<b>Wentworth-Douglas Hospital</b>					
<b>Vendor # 177187-B001</b>					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	\$ -		\$ -
2020	Contracts for Prog Svs	102-500731	\$ -		\$ -
2021	Contracts for Prog Svs	102-500731	\$ -		\$ -
Subtotal			\$ -	\$ -	\$ -
<b>SUB TOTAL</b>			<b>\$ 332,000.00</b>	<b>\$ -</b>	<b>\$ 332,000.00</b>
<b>TOTAL</b>			<b>\$ 19,644,633.00</b>	<b>\$ 3,962,024.00</b>	<b>\$ 23,606,657.00</b>



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Jeffrey A. Meyers  
Commissioner

Keljo S. Fos  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION FOR BEHAVIORAL HEALTH  
BUREAU OF DRUG AND ALCOHOL SERVICES

105 PLEASANT STREET, CONCORD, NH 03301  
603-271-6110 1-800-852-3345 Ext. 6738  
Fax: 603-271-6105 TDD Access: 1-800-735-2964  
www.dhhs.nh.gov

October 30, 2018

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division for Behavioral Health, Bureau of Drug and Alcohol Services, to amend a retroactive, sole source agreement with Mary Hitchcock Memorial Hospital, one (1) of the eight (8) vendors listed below, by increasing the Price Limitation from \$16,606,487 by \$2,500,170 to an amount not to exceed \$19,106,657, to develop, implement and operationalize statewide clinical telephone overnight, weekend, and holiday coverage for Regional Hubs for opioid use disorder treatment and recovery support services, retroactive to October 31, 2018, through an unchanged completion date of September 29, 2020. The original contracts were approved by the Governor and Executive Council on October 31, 2018 (Item #17A), Federal Funds 100%.

Vendor Name	Vendor ID	Vendor Address	Current Budgets	Increase/ (Decrease)	Updated Budgets
Androscoggin Valley Hospital, Inc.	TBD	59 Page Hill Rd. Berlin, NH 03570	\$1,559,611	\$0	\$1,559,611
Concord Hospital, Inc.	177653-B003	250 Pleasant St. Concord, NH, 03301	\$1,845,257	\$0	\$1,845,257
Granite Pathways	228900-B001	10 Ferry St. Ste. 308, Concord, NH, 03301	\$5,008,703	\$0	\$5,008,703
Littleton Regional Hospital	TBD	600 St. Johnsbury Road, Littleton, NH 03561	\$1,572,101	\$0	\$1,572,101
LRGHealthcare	TBD	80 Highland St. Laconia, NH 03246	\$1,593,000	\$0	\$1,593,000
Mary Hitchcock Memorial Hospital	177651-B001	One Medical Center Drive Lebanon, NH 03756	\$1,543,788	\$2,500,170	\$4,043,958
The Cheshire Medical Center	155405-B001	580 Court St. Keene, NH 03431	\$1,593,611	\$0	\$1,593,611
Wentworth-Douglass Hospital	TBD	789 Central Ave. Dover, NH 03820	\$1,890,416	\$0	\$1,890,416
		Total	\$16,606,487	\$2,500,170	\$19,106,657



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

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

SFY	Class/ Account	Class Title	Job Number	Current Funding	Increase/ (Decrease)	Updated Funding
2019	102-500731	Contracts for Prog Svc	92057040	\$8,281,704	\$1,043,573	\$9,325,277
2020	102-500731	Contracts for Prog Svc	92057040	\$7,992,783	\$1,456,597	\$9,449,380
2021	102-500731	Contracts for Prog Svc	92057040	\$0	\$0	\$0
			<b>Sub-Total</b>	<b>\$16,274,487</b>	<b>\$2,500,170</b>	<b>\$18,774,657</b>

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

SFY	Class/ Account	Class Title	Job Number	Current Funding	Increase/ (Decrease)	Updated Funding
2019	102-500731	Contracts for Prog Svc	92052561	\$332,000	\$0	\$332,000
2020	102-500731	Contracts for Prog Svc	92052561	\$0	\$0	\$0
2021	102-500731	Contracts for Prog Svc	92052561	\$0	\$0	\$0
			<b>Sub-Total</b>	<b>\$332,000</b>	<b>\$0</b>	<b>\$332,000</b>
			<b>Grand Total</b>	<b>\$16,606,487</b>	<b>\$2,500,170</b>	<b>\$19,106,657</b>

**EXPLANATION**

This request is sole source because Mary Hitchcock Memorial Hospital came to an agreement with the other Regional Hubs for opioid use disorder (OUD) services (hereafter referred to as "Hubs") for the creation and use of shared overnight, weekend, and holiday clinical telephone coverage that leverages Mary Hitchcock Memorial Hospital's experience with similar after-hours telephone coverage. This agreement ensures that all nine (9) Hub locations have a standard process and protocol for management of Hub services. This eliminates variances in client experience based on their region, which is a core goal of the Hubs.

This request is retroactive because Mary Hitchcock Memorial Hospital is required to ensure that the clinical telephone coverage service begins by January 1, 2019 and this requires a rapid recruitment and hiring process to ensure that all staff are hired and trained to begin delivering services by that time.



His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
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The purpose of this amendment is for the provision of overnight, weekend, and holiday telephone coverage for the nine (9) Opioid Use Disorder (OUD) Access and Delivery Regional Hubs. The Contractor will ensure that licensed clinicians are available when the Regional Hubs are closed so that residents are always provided with OUD services as needed.

The Hubs ensure that every resident in NH has access to OUD treatment and recovery services in person during the week, along with 24/7 telephonic services for screening, assessment, and evaluations for OUD. The Hubs are situated to ensure that no one in NH has to travel more than sixty (60) minutes to access their Hub and initiate services. The vendors are responsible for providing screening, evaluation, closed loop referrals, and care coordination for clients along the continuum of care.

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

The Hubs also have a flexible needs fund for providers to access for OUD clients in need of financial assistance for services and items such as transportation, childcare, or medication co-pays not otherwise covered by another payer.

As referenced in Exhibit C-1 of this contract, the Department has the option to extend contracted services for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council. This contract will not be extended through this amendment. The Contractor will ensure coverage for the Hub regions for off hours requests from residents with OUD.

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

Should the Governor and Executive Council not authorize this request, individuals seeking help for OUD in NH during non-business day hours may not receive the help they need in a timely manner. This may increase the likelihood that individuals have delayed access to care for critical OUD services.

Area served: Statewide

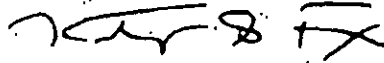
Source of Funds: 100% Federal Funds from the Substance Abuse and Mental Health Services Administration. CFDA # 93.788, FAIN #TI081685



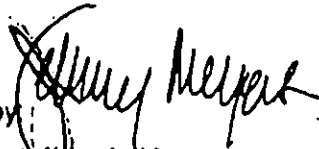
His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
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In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Katja S. Fox  
Director



Approved by

Jeffrey A. Meyers  
Commissioner



## Financial Detail

03-95-92-920510-7040 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, KHS: BEHAVIORAL HEALTH DIV OF, BUREAU OF DRUG & ALCOHOL SERVICES, STATE OPIOID RESPONSE GRANT					
100% Federal Funds					
Activity Code: 92057040					
Androscoquin Valley Hospital, Inc					
Vendor # YBD					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	\$ 805,133.00		\$ 805,133.00
2020	Contracts for Prog Svs	102-500731	\$ 738,478.00		\$ 738,478.00
2021	Contracts for Prog Svs	102-500731	\$		\$
Subtotal			\$ 1,543,611.00	\$	\$ 1,543,611.00
Concord Hospital, Inc					
Vendor # 177853-B003					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	\$ 847,562.00		\$ 847,562.00
2020	Contracts for Prog Svs	102-500731	\$ 897,595.00		\$ 897,595.00
2021	Contracts for Prog Svs	102-500731	\$		\$
Subtotal			\$ 1,845,267.00	\$	\$ 1,845,267.00
Granite Pathways					
Vendor # 228900-B001					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	\$ 2,380,444.00		\$ 2,380,444.00
2020	Contracts for Prog Svs	102-500731	\$ 2,328,259.00		\$ 2,328,259.00
2021	Contracts for Prog Svs	102-500731	\$		\$
Subtotal			\$ 4,708,703.00	\$	\$ 4,708,703.00
Lafayette Regional Hospital					
Vendor # YBD					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	\$ 815,000.00		\$ 815,000.00
2020	Contracts for Prog Svs	102-500731	\$ 741,101.00		\$ 741,101.00
2021	Contracts for Prog Svs	102-500731	\$		\$
Subtotal			\$ 1,556,101.00	\$	\$ 1,556,101.00
LRQ Healthcare					
Vendor # YBD					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	\$ 820,000.00		\$ 820,000.00
2020	Contracts for Prog Svs	102-500731	\$ 773,000.00		\$ 773,000.00
2021	Contracts for Prog Svs	102-500731	\$		\$
Subtotal			\$ 1,593,000.00	\$	\$ 1,593,000.00



## Financial Detail

<b>Mary Hitchcock Memorial Hospital</b>					
<b>Vendor # 177851-8001</b>					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	\$ 730,832.00	\$ 1,043,573.00	\$ 1,774,205.00
2020	Contracts for Prog Svs	102-500731	\$ 813,156.00	\$ 1,456,597.00	\$ 2,269,753.00
2021	Contracts for Prog Svs	102-500731	\$		\$
<b>Subtotal</b>			<b>\$ 1,543,988.00</b>	<b>\$ 2,500,170.00</b>	<b>\$ 4,043,958.00</b>
<b>The Cheshire Medical Center</b>					
<b>Vendor # 155405-8001</b>					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	\$ 820,133.00		\$ 820,133.00
2020	Contracts for Prog Svs	102-500731	\$ 773,478.00		\$ 773,478.00
2021	Contracts for Prog Svs	102-500731	\$		\$
<b>Subtotal</b>			<b>\$ 1,593,611.00</b>	<b>\$</b>	<b>\$ 1,593,611.00</b>
<b>Wentworth-Douglas Hospital</b>					
<b>Vendor # 157787</b>					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	\$ 982,700.00		\$ 982,700.00
2020	Contracts for Prog Svs	102-500731	\$ 927,716.00		\$ 927,716.00
2021	Contracts for Prog Svs	102-500731	\$		\$
<b>Subtotal</b>			<b>\$ 1,890,416.00</b>	<b>\$</b>	<b>\$ 1,890,416.00</b>
<b>SUB TOTAL</b>			<b>\$ 18,274,487.00</b>	<b>\$ 2,500,170.00</b>	<b>\$ 18,774,657.00</b>

05-95-92-920510-2559 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, MHS: BEHAVIORAL HEALTH DIV OF, BUREAU OF DRUG & ALCOHOL SERVICES, OPIOID STR GRANT					
100% Federal Funds					
Activity Code: 92052561					
<b>Androscoggin Valley Hospital, Inc</b>					
<b>Vendor # TBD</b>					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	\$ 16,000.00		\$ 16,000.00
2020	Contracts for Prog Svs	102-500731	\$		\$
2021	Contracts for Prog Svs	102-500731	\$		\$
<b>Subtotal</b>			<b>\$ 16,000.00</b>	<b>\$</b>	<b>\$ 16,000.00</b>
<b>Concord Hospital, Inc</b>					
<b>Vendor # 177853-8003</b>					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	\$		\$
2020	Contracts for Prog Svs	102-500731	\$		\$
2021	Contracts for Prog Svs	102-500731	\$		\$
<b>Subtotal</b>			<b>\$</b>	<b>\$</b>	<b>\$</b>



## Financial Detail

<b>Granite Pathways</b>					
<b>Vendor # 228900-8001</b>					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	\$ 300,000.00		\$ 300,000.00
2020	Contracts for Prog Svs	102-500731	\$ -		\$ -
2021	Contracts for Prog Svs	102-500731	\$ -		\$ -
Subtotal			\$ 300,000.00	\$ -	\$ 300,000.00
<b>Littleton Regional Hospital</b>					
<b>Vendor # TBD</b>					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	\$ 18,000.00		\$ 18,000.00
2020	Contracts for Prog Svs	102-500731	\$ -		\$ -
2021	Contracts for Prog Svs	102-500731	\$ -		\$ -
Subtotal			\$ 18,000.00	\$ -	\$ 18,000.00
<b>LRGHealthcare</b>					
<b>Vendor # TBD</b>					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	\$ -		\$ -
2020	Contracts for Prog Svs	102-500731	\$ -		\$ -
2021	Contracts for Prog Svs	102-500731	\$ -		\$ -
Subtotal			\$ -	\$ -	\$ -
<b>Mary Hitchcock Memorial Hospital</b>					
<b>Vendor # 177851-8001</b>					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	\$ -		\$ -
2020	Contracts for Prog Svs	102-500731	\$ -		\$ -
2021	Contracts for Prog Svs	102-500731	\$ -		\$ -
Subtotal			\$ -	\$ -	\$ -
<b>The Cheshire Medical Center</b>					
<b>Vendor # 153403-8001</b>					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	\$ -		\$ -
2020	Contracts for Prog Svs	102-500731	\$ -		\$ -
2021	Contracts for Prog Svs	102-500731	\$ -		\$ -
Subtotal			\$ -	\$ -	\$ -
<b>Wentworth-Douglas Hospital</b>					
<b>Vendor # 157797</b>					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	\$ -		\$ -
2020	Contracts for Prog Svs	102-500731	\$ -		\$ -
2021	Contracts for Prog Svs	102-500731	\$ -		\$ -
Subtotal			\$ -	\$ -	\$ -
<b>SUB TOTAL</b>			<b>\$ 332,000.00</b>	<b>\$ -</b>	<b>\$ 332,000.00</b>

<b>TOTAL</b>			<b>\$ 18,608,487.00</b>	<b>\$ 2,500,170.00</b>	<b>\$ 19,108,657.00</b>
<b>Summary by Vendor</b>			<b>Total Amount</b>	<b>Total Amount</b>	<b>Total Amount</b>
Adirondack Valley Hospital, Inc			\$ 1,559,611.00	\$ -	\$ 1,559,611.00
Concord Hospital, Inc			\$ 1,845,297.00	\$ -	\$ 1,845,297.00
Granite Pathways			\$ 5,008,703.00	\$ -	\$ 5,008,703.00
Littleton Regional Hospital			\$ 1,572,101.00	\$ -	\$ 1,572,101.00
LRGHealthcare			\$ 1,593,000.00	\$ -	\$ 1,593,000.00
Mary Hitchcock Memorial Hospital			\$ 1,543,788.00	\$ 2,500,170.00	\$ 4,043,958.00
The Cheshire Medical Center			\$ 1,593,611.00	\$ -	\$ 1,593,611.00
Wentworth-Douglas Hospital			\$ 1,890,416.00	\$ -	\$ 1,890,416.00
<b>Total</b>			<b>\$ 18,608,487.00</b>	<b>\$ 2,500,170.00</b>	<b>\$ 19,108,657.00</b>



## Financial Detail

Summary by Vendor	SFY 19		SFY 19		SFY 19	
	Total Amount		Total Amount		Total Amount	
Adroscoggin Valley Hospital, Inc.	\$ 821,133.00	\$	-	\$	821,133.00	
Concord Hospital, Inc.	\$ 947,662.00	\$	-	\$	947,662.00	
Granite Pathways	\$ 2,680,444.00	\$	-	\$	2,680,444.00	
Urdelon Regional Hospital	\$ 831,000.00	\$	-	\$	831,000.00	
LRGHealthcare	\$ 820,000.00	\$	-	\$	820,000.00	
Mary Hitchcock Memorial Hospital	\$ 730,632.00	\$	1,043,573.00	\$	1,774,205.00	
The Cheshire Medical Center	\$ 820,133.00	\$	-	\$	820,133.00	
Wentworth-Douglas Hospital	\$ 982,700.00	\$	-	\$	982,700.00	
Total	\$ 8,613,704.00	\$	1,043,573.00	\$	9,657,277.00	

Summary by Vendor	SFY 20		SFY 20		SFY 20	
	Total Amount		Total Amount		Total Amount	
Adroscoggin Valley Hospital, Inc.	\$ 738,478.00	\$	-	\$	738,478.00	
Concord Hospital, Inc.	\$ 897,695.00	\$	-	\$	897,695.00	
Granite Pathways	\$ 2,328,259.00	\$	-	\$	2,328,259.00	
Urdelon Regional Hospital	\$ 741,101.00	\$	-	\$	741,101.00	
LRGHealthcare	\$ 773,000.00	\$	-	\$	773,000.00	
Mary Hitchcock Memorial Hospital	\$ 812,158.00	\$	1,458,597.00	\$	2,289,783.00	
The Cheshire Medical Center	\$ 773,478.00	\$	-	\$	773,478.00	
Wentworth-Douglas Hospital	\$ 927,716.00	\$	-	\$	927,716.00	
Total	\$ 7,992,783.00	\$	1,458,597.00	\$	9,449,380.00	



OCT 23 '18 11:10 DAS

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Jeffrey A. Meyers  
Commissioner

Katje S. Fox  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION FOR BEHAVIORAL HEALTH  
BUREAU OF DRUG AND ALCOHOL SERVICES

105 PLEASANT STREET, CONCORD, NH 03301  
603-271-6110 1-800-852-3345 Ext. 6738  
Fax: 603-271-6105 TDD Access: 1-800-735-1964  
www.dbhs.nh.gov

October 17, 2018

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division for Behavioral Health, Bureau of Drug and Alcohol Services, to enter into sole source agreements with the eight (8) vendors listed below, in an amount not to exceed \$16,606,487, to develop, implement and operationalize a statewide network of Regional Hubs for opioid use disorder treatment and recovery support services, effective upon date of Governor and Council approval, through September 29, 2020. Federal Funds 100%.

Vendor Name	Vendor ID	Vendor Address	Amount
Androscoggin Valley Hospital, Inc.	TBD	59 Page Hill Rd. Berlin, NH 03570	\$1,559,611
Concord Hospital, Inc.	177653-B003	250 Pleasant St. Concord, NH, 03301	\$1,845,257
Granite Pathways	228900-B001	10 Ferry St. Ste. 308, Concord, NH, 03301	\$5,008,703
Littleton Regional Hospital	TBD	600 St. Johnsbury Road Littleton, NH 03561	\$1,572,101
LRGHealthcare	TBD	80 Highland St. Laconia, NH.003246	\$1,593,000
Mary Hitchcock Memorial Hospital	177851-B001	One Medical Center Drive Lebanon, NH 03756	\$1,543,788
The Cheshire Medical Center	155405-B001	580 Court St. Keene, NH 03431	\$1,593,611
Wentworth-Douglass Hospital	TBD	789 Central Ave. Dover, NH 03820	\$1,890,416
		Total	\$16,606,487



His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 2 of 4

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

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

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

**05-95-92-920510-2669 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG & ALCOHOL SERVICES, OPIOID STR GRANT**

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

#### EXPLANATION

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

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



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

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

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

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

Unique to this service redesign is a robust level of client-specific data that will be available. The SOR grant requires that all individual served receive a comprehensive assessment at several time intervals, specifically at intake, three (3) months, six (6) months and upon discharge. Through care coordination efforts, the Regional Hubs will be responsible for gathering data on items including, but not limited to recovery status, criminal justice involvement, employment, and housing needs at the time intervals listed above. This data will enable the Department to measure short and long-term outcomes associated with SOR-funded initiatives and to determine which programs are generating the best results for the clients served.

As referenced in Exhibit C-1 of this contract, the Department has the option to extend contracted services for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

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

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

Area served: Statewide

Source of Funds: 100% Federal Funds from the Substance Abuse and Mental Health Services Administration. CFDA # 93.788, FAIN #H79T1081685 and FAIN #T1080246.



His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
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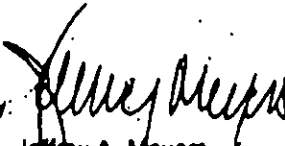
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Katja S. Fox  
Director

Approved by:



Jeffrey A. Meyers  
Commissioner



**State of New Hampshire  
Department of Health and Human Services  
Amendment #4**

This Amendment to the Access and Delivery Hub for Opioid Use Disorder Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Littleton Hospital Association d.b.a. Littleton Regional Healthcare ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on October 31, 2018 (Item #17A), as amended on September 18, 2019 (Item #20), as amended June 24, 2020 (Item #31), as amended February 3, 2021, (Item #10), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Section 3, Renewal, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:  
September 29, 2022.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$2,889,301.
3. Modify Exhibit A – Amendment #3, Scope of Services, Section 11, SOR Grant Standards, Subsection 11.1., to read:  
11.1. Reserved
4. Modify Exhibit A – Amendment #3, Scope of Services, Section 11, SOR Grant Standards, Subsection 11.11., to read:  
11.11. The Contractor shall ensure that SOR grant funds are not used to purchase, prescribe, or provide marijuana or provide treatment using marijuana. The Contractor shall ensure:  
11.11.1. Treatment in this context includes the treatment of opioid use disorder (OUD).  
11.11.2. Grant funds are not provided to any individual who, or organization that, provides or permits marijuana use for the purposes of treating substance use or mental health disorders.  
11.11.3. This marijuana restriction applies to all subcontracts and memorandums of understanding (MOU) that receive SOR funding.
5. Modify Exhibit A – Amendment #3, Scope of Services, Section 11, SOR Grant Standards, Subsection 11.12., to read:  
11.12. The Contractor shall provide a Fentanyl test strip utilization plan to the Department for approval prior to implementation. The Contractor shall ensure the utilization plan

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includes:

11.12.1. Internal policies for the distribution of Fentanyl strips;

11.12.2. Distribution methods and frequency; and

11.12.3. Other key data, as requested by the Department.

6. Modify Exhibit A – Amendment #3, Scope of Services, Section 11, SOR Grant Standards, by adding Subsection 11.13., to read:

11.13. The Contractor shall provide a contingency management plan to the Department for approval prior to implementation of the contingency management plan. The Contractor shall ensure the contingency management plan includes:

11.13.1. Contingency management strategies to reward and incentivize individual treatment compliance;

11.13.2. Identified allowable contingency rewards, as approved by the Department, ensuring:

11.13.2.1. The maximum value per contingency does not exceed \$15.

11.13.2.2. The maximum number of contingencies per year per individual does not exceed five (5); and

11.13.2.3. The maximum dollar value of all contingencies per individual does not exceed \$75 per year; and

11.13.3. Other key data, as requested by the Department.

7. Modify Exhibit A – Amendment #3, Scope of Services, Section 11, SOR Grant Standards, by adding Subsection 11.14., to read:

11.14. The Contractor shall refer to Exhibit B – Amendment #4 for grant terms and conditions including, but not limited to:

11.14.1. Invoicing.

11.14.2. Funding restrictions.

11.14.3. Billing.

8. Modify Exhibit B- Amendment #3, Methods and Conditions Precedent to Payment by replacing in its entirety with Exhibit B – Amendment #4, Methods and Conditions Precedent to Payment in order to update payment terms, billing standards and various references to budgets, which is attached hereto and incorporated by reference herein.

9. Add Exhibit B-9 Amendment #4, SOR II Budget, which is attached hereto and incorporated by reference herein.

10. Add Exhibit B-10 Amendment #4, SOR II Budget, which is attached hereto and incorporated by reference herein.

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

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

State of New Hampshire  
Department of Health and Human Services

9/1/2021

Date

DocuSigned by:

*Katja Fox*

ED9D05B04C63442

Name: Katja Fox

Title: Director

Littleton Hospital Association d.b.a. Littleton Regional  
Healthcare

8/30/2021

Date

DocuSigned by:

*Robert F. Nutter*

B59A8CB7A01044A

Name: Robert F. Nutter

Title: President & CEO



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

OFFICE OF THE ATTORNEY GENERAL

9/2/2021

Date

DocuSigned by:



Name: Catherine Pinos

Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:



**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**



**EXHIBIT B – Amendment #4**

**Methods and Conditions Precedent to Payment**

**1. This Agreement is funded by:**

- 1.1. 98.55% Federal funds from the State Opioid Response Grant, as awarded on 08/30/2018, by the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, CFDA #93.788, FAIN H79TI081685, and as awarded on 09/30/2020, by the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, CFDA #93.788, FAIN H79TI083326, and as awarded on 08/09/2021, by the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, CFDA #93.788, FAIN H79TI083326; and
- 1.2. 0.58% Federal funds from the Substance Abuse Prevention & Treatment Block Grant-SABG FY21 COVID Emergency Funds, as awarded on 03/11/2021 by the U.S. Department of Health and Human Services, Substance Abuse & Mental Health Services Administration, CFDA #93.959, FAIN B08TI083509.
- 1.3. 0.87% Other Funds from Governor's Commission on Alcohol and Other Drug Abuse Prevention, Intervention and Treatment Funds, effective from 9/30/2020 through 9/29/2021.

**2. Governor Commission Funds**

- 2.1. The Contractor shall utilize funds in Exhibit B-5 Amendment #3 GovComm and Exhibit B-7 Amendment #3 GovComm for the purpose of providing services and supports to clients whose needs do not make them eligible to receive SOR-funded services and supports.
- 2.2. The Contractor shall collaborate with the Department to determine appropriate services and supports along with developing and submitting reports and invoices that are separate from reports and invoices submitted for SOR grant funds.

**3. SABG FY21 COVID Emergency Funds**

- 3.1. The Contractor shall collaborate with the Department to determine appropriate services and supports along with developing and submitting reports and invoices that are separate from reports and invoices submitted for SOR grant funds.

**4. For the purposes of this Agreement:**

- 4.1. The Department has identified the Contractor as a Subrecipient in accordance with 2 CFR §200.330.
- 4.2. The Department has identified this Contract as NON-R&D, in accordance with 2 CFR §200.87.
- 4.3. The de minimis Indirect Cost Rate of 10% applies in accordance with 2 CFR §200.414.

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**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**



**EXHIBIT B – Amendment #4**

5. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibit B-1, Budget through Exhibit B-10 Amendment #4 SOR II Budget.
6. The Contractor shall seek payment for services, as follows:
  - 6.1. First, the Contractor shall charge the client's private insurance or other payor sources.
  - 6.2. Second, the Contractor shall charge Medicare.
  - 6.3. Third, the Contractor shall charge Medicaid enrolled individuals, as follows:
    - 6.3.1. Medicaid Care Management: If enrolled with a Managed Care Organization (MCO), the Contractor shall be paid in accordance with its contract with the MCO.
    - 6.3.2. Medicaid Fee for Service: The Contractor shall bill Medicaid for services on the Fee for Service (FFS) schedule.
  - 6.4. Fourth, the Contractor shall charge the client in accordance with the Sliding Fee Scale Program.
  - 6.5. Lastly, if any portion of the amount specified in the Sliding Fee Scale remains unpaid, charge the Department for the unpaid balance.
7. The Contractor shall submit an invoice and supporting backup documentation in a form satisfactory to the State by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment. Invoices shall be net any other revenue received towards the services billed in fulfillment of this agreement. The Contractor shall ensure:
  - 7.1. Backup documentation includes, but is not limited to:
    - 7.1.1. General Ledger showing revenue and expenses for the contract.
    - 7.1.2. Timesheets and/or time cards that support the hours employees worked for wages reported under this contract.
      - 7.1.2.1. Per 45 CFR Part 75.430(i)(1) Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed.
      - 7.1.2.2. Attestation and time tracking templates, which are available to the Department upon request.
    - 7.1.3. Invoices supporting expenses reported:
      - 7.1.3.1. Unallowable expenses include, but are not limited to:
        - 7.1.3.1.1. Amounts belonging to other programs.
        - 7.1.3.1.2. Amounts prior to effective date of contract

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New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services



**EXHIBIT B – Amendment #4**

- 7.1.3.1.3. Construction or renovation expenses.
- 7.1.3.1.4. Food or water for employees.
- 7.1.3.1.5. Directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana.
- 7.1.3.1.6. Fines, fees, or penalties.
- 7.1.3.1.7. Per SAMSHA requirements, meals are generally unallowable unless they are an integral part of a conference grant or specifically stated as an allowable expense in the FOA. Grant funds may be used for light snacks, not to exceed three dollars (\$3.00) per person for clients.
- 7.1.3.1.8. Cell phones and cell phone minutes for clients.
- 7.1.4. Receipts for expenses within the applicable state fiscal year.
- 7.1.5. Cost center reports.
- 7.1.6. Profit and loss report.
- 7.1.7. Remittance Advices from the insurances billed. Remittance Advices do not need to be supplied with the invoice, but should be retained to be available upon request.
- 7.1.8. Information requested by the Department verifying allocation or offset based on third party revenue received.
- 7.1.9. Summaries of patient services revenue and operating revenue and other financial information as requested by the Department.
- 8. The Contractor is responsible for reviewing, understanding, and complying with further restrictions included in the Funding Opportunity Announcement (FOA).
- 9. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to DHHS.DBHInvoicesBDAS@dhhs.nh.gov, or invoices may be mailed to:  
  
SOR Financial Manager  
Department of Health and Human Services  
105 Pleasant Street  
Concord, NH 03301
- 10. The Contractor agrees that billing submitted for review after twenty (20) business days of the last day of the billing month may be subject to non-payment.
- 11. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
- 12. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

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**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**



**EXHIBIT B – Amendment #4**

13. The Contractor must provide the services in Exhibit A – Amendment #3, Scope of Services, in compliance with funding requirements.
14. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit A – Amendment #3, Scope of Services, including failure to submit required monthly and/or quarterly reports.
15. Notwithstanding Paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
16. Audits
  - 16.1. The Contractor is required to submit an annual audit to the Department if **any** of the following conditions exist:
    - 16.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
    - 16.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
    - 16.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
  - 16.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
  - 16.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
  - 16.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.
  - 16.5. 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.

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**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**



**EXHIBIT B – Amendment #4**

**17. Maintenance of Fiscal Integrity**

- 17.1. In order to enable the Department to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to the Department monthly, the Balance Sheet, Profit and Loss Statement (total organization and program-level), and Cash Flow Statement for the Contractor. Program-level Profit and Loss Statement shall include all revenue sources and all related expenditures for that program. The program-level Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. Outside of the program-level Profit and Loss Statement and budget to actual analysis, all other statements shall be reflective of the entire Partnership for Successful Living organization and shall be submitted on the same day the reports are submitted to the Board, but no later than the fourth Wednesday of the month. Additionally, the contractor will provide interim profit and loss statements for every program area, reported as of the 20<sup>th</sup> of the month, by the last day of every month.
- 17.2. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement.
- 17.3. The Contractor shall inform the Department by phone and by email within five business days when any Executive Management, Board Officers, or Program Managers for Department contracts submits a resignation or leaves for any other reason.

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Exhibit B-9 Amendment #4 SOR II Budget

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

Contractor Name: Littleton Hospital Association d.b.a Littleton Regional Healthcare

Project Title: Access and Delivery Hub for Opioid Use Disorder Services

Budget Period: SFY22 09/30/21-06/30/22

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 276,178.00		\$ 276,178.00	\$ -	\$ -	\$ -	\$ 276,178.00		\$ 276,178.00
2. Employee Benefits	\$ 32,782.00		\$ 32,782.00	\$ -	\$ -	\$ -	\$ 32,782.00		\$ 32,782.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ 2,700.00	\$ -	\$ 2,700.00	\$ -	\$ -	\$ -	\$ 2,700.00	\$ -	\$ 2,700.00
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 1,125.00	\$ -	\$ 1,125.00	\$ -	\$ -	\$ -	\$ 1,125.00	\$ -	\$ 1,125.00
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ 21,000.00	\$ -	\$ 21,000.00	\$ -	\$ -	\$ -	\$ 21,000.00	\$ -	\$ 21,000.00
Medical	\$ 3,375.00	\$ -	\$ 3,375.00	\$ -	\$ -	\$ -	\$ 3,375.00	\$ -	\$ 3,375.00
Office	\$ 3,750.00	\$ -	\$ 3,750.00	\$ -	\$ -	\$ -	\$ 3,750.00	\$ -	\$ 3,750.00
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ 61,350.00	\$ -	\$ 61,350.00	\$ -	\$ -	\$ -	\$ 61,350.00	\$ -	\$ 61,350.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ 3,375.00	\$ -	\$ 3,375.00	\$ -	\$ -	\$ -	\$ 3,375.00	\$ -	\$ 3,375.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 3,750.00	\$ -	\$ 3,750.00	\$ -	\$ -	\$ -	\$ 3,750.00	\$ -	\$ 3,750.00
12. Subcontracts/Agreements	\$ 60,825.00	\$ -	\$ 60,825.00	\$ -	\$ -	\$ -	\$ 60,825.00	\$ -	\$ 60,825.00
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Emergency/Recovery housing	\$ 40,500.00	\$ -	\$ 40,500.00	\$ -	\$ -	\$ -	\$ 40,500.00	\$ -	\$ 40,500.00
Patient Transport	\$ 11,250.00	\$ -	\$ 11,250.00	\$ -	\$ -	\$ -	\$ 11,250.00	\$ -	\$ 11,250.00
Support Clients unmet needs	\$ 16,665.00	\$ -	\$ 16,665.00	\$ -	\$ -	\$ -	\$ 16,665.00	\$ -	\$ 16,665.00
TOTAL	\$ 538,625.00	\$ -	\$ 538,625.00	\$ -	\$ -	\$ -	\$ 538,625.00	\$ -	\$ 538,625.00
Indirect As A Percent of Direct	\$ -	0.0%							



Exhibit B-10 Amendment #4 SOR II Budget

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

Contractor Name: Littleton Hospital Association d.b.a Littleton Regional Healthcare

Project Title: Access and Delivery Hub for Opioid Use Disorder Services

Budget Period: SFY23 07/01/2022-09/29/2022

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 91,726.00	\$ -	\$ 91,726.00	\$ -	\$ -	\$ -	\$ 91,726.00	\$ -	\$ 91,726.00
2. Employee Benefits	\$ 11,261.00	\$ -	\$ 11,261.00	\$ -	\$ -	\$ -	\$ 11,261.00	\$ -	\$ 11,261.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ 900.00	\$ -	\$ 900.00	\$ -	\$ -	\$ -	\$ 900.00	\$ -	\$ 900.00
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 375.00	\$ -	\$ 375.00	\$ -	\$ -	\$ -	\$ 375.00	\$ -	\$ 375.00
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ 7,000.00	\$ -	\$ 7,000.00	\$ -	\$ -	\$ -	\$ 7,000.00	\$ -	\$ 7,000.00
Medical	\$ 1,125.00	\$ -	\$ 1,125.00	\$ -	\$ -	\$ -	\$ 1,125.00	\$ -	\$ 1,125.00
Office	\$ 1,250.00	\$ -	\$ 1,250.00	\$ -	\$ -	\$ -	\$ 1,250.00	\$ -	\$ 1,250.00
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ 20,450.00	\$ -	\$ 20,450.00	\$ -	\$ -	\$ -	\$ 20,450.00	\$ -	\$ 20,450.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ 1,125.00	\$ -	\$ 1,125.00	\$ -	\$ -	\$ -	\$ 1,125.00	\$ -	\$ 1,125.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 1,250.00	\$ -	\$ 1,250.00	\$ -	\$ -	\$ -	\$ 1,250.00	\$ -	\$ 1,250.00
12. Subcontracts/Agreements	\$ 20,275.00	\$ -	\$ 20,275.00	\$ -	\$ -	\$ -	\$ 20,275.00	\$ -	\$ 20,275.00
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Emergency/Recovery Housing	\$ 13,500.00	\$ -	\$ 13,500.00	\$ -	\$ -	\$ -	\$ 13,500.00	\$ -	\$ 13,500.00
Patient Transport	\$ 3,750.00	\$ -	\$ 3,750.00	\$ -	\$ -	\$ -	\$ 3,750.00	\$ -	\$ 3,750.00
<b>TOTAL</b>	<b>\$ 173,987.00</b>	<b>\$ -</b>	<b>\$ 173,987.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 173,987.00</b>	<b>\$ -</b>	<b>\$ 173,987.00</b>
Indirect As A Percent of Direct 0.0%									



# State of New Hampshire

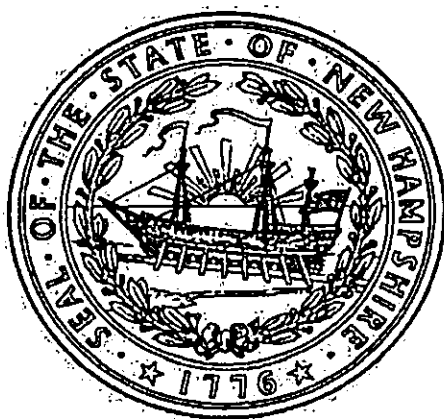
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that LITTLETON HOSPITAL ASSOCIATION is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on April 04, 1906. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 60919

Certificate Number: 0005392622



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 1st day of July A.D. 2021.

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

William M. Gardner  
Secretary of State



## CERTIFICATE OF AUTHORITY

I, JEFF WOODWARD, hereby certify that:

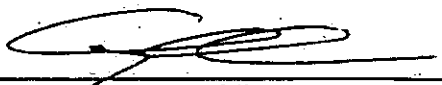
1. I am a duly elected Clerk/Secretary/Officer of Littleton Hospital Association dba Littleton Regional Healthcare.  
(Corporation/LLC Name)
2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on December 12, 2016, at which a quorum of the Directors/shareholders were present and voting.  
(Date)

**VOTED:** That ROBERT F. NUTTER, President & CEO

is duly authorized on behalf of Littleton Hospital Association dba Littleton Regional Healthcare to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

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

Dated: 08/13, 2021

  
\_\_\_\_\_  
Signature of Elected Officer  
Name: JEFF WOODWARD  
Title: Chairman, Board of Trustees



# CERTIFICATE OF LIABILITY INSURANCE

Date:

09/28/20

**Administrator:**

New England Special Risks, Inc.  
19 Oyster Way  
Mashpee, Ma. 02649  
Phone: (508) 561-6111

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.

**INSURERS AFFORDING COVERAGE****Insured:**

Littleton Hospital Association DBA Littleton Regional Healthcare  
600 St. Johnsbury Rd.  
Littleton, NH. 03561

Insurer A: Coverys Insurance Co.  
Insurer B: AIM Mutual Insurance Co.  
Insurer C:   
Insurer D:   
Insurer E:

**Coverages**

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 the 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, aggregate limits shown may have been reduced by paid claims.

INS. LTR.	TYPE OF INSURANCE	POLICY NUMBER	Policy Effective Date	Policy Expiration Date	LIMITS	
A	<b>General Liability</b>	005NH-000032874	10/1/2020	10/1/2021	Each Occurrence	\$ 1,000,000
	<input checked="" type="checkbox"/> Commercial General Liability				Fire Damage (Any one fire)	\$ 50,000
	<input type="checkbox"/> Claims Made <input checked="" type="checkbox"/> Occurrence				Med Exp (Any one person)	\$ 5,000
	<input type="checkbox"/>				Personal & Adv Injury	\$ 1,000,000
	<input type="checkbox"/>				General Aggregate	\$ 3,000,000
	General Aggregate Limit Applies Per:				Products - Comp/Op Agg	\$ 1,000,000
	<input checked="" type="checkbox"/> Policy <input type="checkbox"/> Project <input type="checkbox"/> Loc.					
	<b>Automobile Liability</b>				Combined Single Limit (Each accident)	\$
	<input type="checkbox"/> Any Auto				Bodily Injury (Per person)	\$
	<input type="checkbox"/> All Owned Autos				Bodily Injury (Per accident)	\$
	<input type="checkbox"/> Scheduled Autos				Property Damage (Per accident)	\$
	<input type="checkbox"/> Hired Autos					
	<b>Garage Liability</b>				Auto Only - Ea. Accident	\$
	<input type="checkbox"/> Any Auto				Other Than Ea. Acc	\$
	<input type="checkbox"/>				Auto Only: Agg	\$
A	<b>Excess Liability</b>	005NH-000032874	10/1/2020	10/1/2021	Each Occurrence	\$ 10,000,000
	<input checked="" type="checkbox"/> Occurrence <input checked="" type="checkbox"/> Claims Made				Aggregate	\$ 10,000,000
	<input type="checkbox"/> Deductible					\$
	<input type="checkbox"/> Retention \$					\$
						\$
B	<b>Workers Compensation and Employers' Liability</b>	ECC-600-4000599	10/1/2020	10/1/2021	<input checked="" type="checkbox"/> Statutory Limits <input type="checkbox"/> Other	
					E.L. Each Accident	\$ 500,000
					E.L. Disease-Ea. Employee	\$ 500,000
					E.L. Disease - Policy Limit	\$ 500,000
A	<b>Healthcare Medical Professional Liability-Claims Made</b>	005NH-000032874	10/1/2020	10/1/2021	Per Incident	\$1,000,000
					Aggregate	\$3,000,000

Description of operations/vehicles/exclusions added by endorsement/special provision

Evidence of Current General Liability, Healthcare Professional Liability, Excess Liability and Workers Compensation Insurance Coverage for the Insured.

**Certificate Holder**

State of New Hampshire  
Department of Health and Human Services  
129 Pleasant St.  
Concord, NH. 03301

Should any of the above policies be canceled before the expiration date thereof, the issuing insurer will endeavor to mail 10 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

Authorized Representative



# CERTIFICATE OF LIABILITY INSURANCE

Date:

09/01/21

**Administrator:**

New England Special Risks, Inc.  
19 Oyster Way  
Mashpee, Ma. 02649  
Phone: (508) 561-6111

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.

**INSURERS AFFORDING COVERAGE**

**Insured:**

Littleton Hospital Association DBA Littleton Regional Healthcare  
600 St. Johnsbury Rd.  
Littleton, NH. 03561

Insurer A: Coverys Insurance Co.

Insurer B: AIM Mutual Insurance Co.

Insurer C:

Insurer D:

Insurer E:

**Coverages**

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 the 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, aggregate limits shown may have been reduced by paid claims.

INS. LTR.	TYPE OF INSURANCE	POLICY NUMBER	Policy Effective Date	Policy Expiration Date	LIMITS	
A	<b>General Liability</b>	005NH-000032874	10/1/2021	10/1/2022	Each Occurrence	\$ 1,000,000
	<input checked="" type="checkbox"/> Commercial General Liability				Fire Damage (Any one fire)	\$ 50,000
	<input type="checkbox"/> Claims Made <input checked="" type="checkbox"/> Occurrence				Med Exp (Any one person)	\$ 5,000
	<input type="checkbox"/>				Personal & Adv Injury	\$ 1,000,000
	<input type="checkbox"/>				General Aggregate	\$ 3,000,000
	General Aggregate Limit Applies Per:				Products - Comp/Op Agg	\$ 1,000,000
	<input checked="" type="checkbox"/> Policy <input type="checkbox"/> Project <input type="checkbox"/> Loc					
	<b>Automobile Liability</b>				Combined Single Limit (Each accident)	\$
	<input type="checkbox"/> Any Auto				Bodily Injury (Per person)	\$
	<input type="checkbox"/> All Owned Autos				Bodily Injury (Per accident)	\$
	<input type="checkbox"/> Scheduled Autos				Property Damage (Per accident)	\$
	<input type="checkbox"/> Hired Autos					
	<b>Garage Liability</b>				Auto Only - Ea. Accident	\$
	<input type="checkbox"/> Any Auto				Other Than Ea. Acc	\$
	<input type="checkbox"/>				Auto Only: Agg	\$
A	<b>Excess Liability</b>	005NH-000032874	10/1/2021	10/1/2022	Each Occurrence	\$ 10,000,000
	<input checked="" type="checkbox"/> Occurrence <input checked="" type="checkbox"/> Claims Made				Aggregate	\$ 10,000,000
	<input type="checkbox"/> Deductible					\$
	<input type="checkbox"/> Retention \$					\$
						\$
B	<b>Workers Compensation and Employers' Liability</b>	ECC-600-4000559	10/1/2021	10/1/2022	<input checked="" type="checkbox"/> Statutory Limits <input type="checkbox"/> Other	
					E.L. Each Accident	\$ 500,000
					E.L. Disease-Ea. Employee	\$ 500,000
					E.L. Disease - Policy Limit	\$ 500,000
A	<b>Healthcare Medical Professional Liability-Claims Made</b>	005NH-000032874	10/1/2021	10/1/2022	Per Incident	\$1,000,000
					Aggregate	\$3,000,000

Description of operations/vehicles/exclusions added by endorsement/special provision

Evidence of General Liability, Healthcare Professional Liability, Excess Liability and Workers Compensation Insurance Coverage for the Insured.

**Certificate Holder**

State of New Hampshire  
Department of Health and Human Services  
129 Pleasant St.  
Concord, NH. 03301

Should any of the above policies be canceled before the expiration date thereof, the issuing insurer will endeavor to mail 10 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

Authorized Representative

*Channah Polakovic*





About LRH

Our Mission



To provide quality, compassionate and accessible healthcare in a manner that brings value to all.

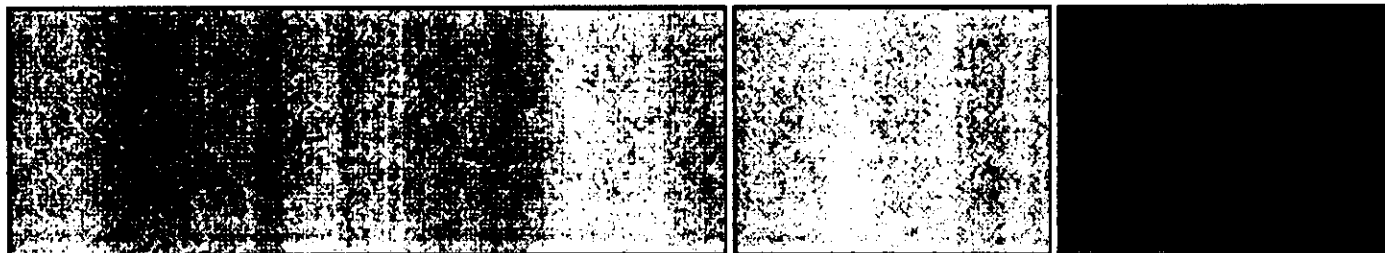
Our Vision

LRH will be the leading provider of health care, and the best organization in which to work.

Our Values

- ICARE: Integrity, Compassion, Accountability, Respect, Excellence





**LITTLETON HOSPITAL ASSOCIATION, INC.  
(d/b/a LITTLETON REGIONAL HEALTHCARE)**

**FINANCIAL STATEMENTS**

**September 30, 2019 and 2018**

**With Independent Auditor's Report**





**LITTLETON HOSPITAL ASSOCIATION, INC.  
(d/b/a LITTLETON REGIONAL HEALTHCARE)**

**September 30, 2019 and 2018**

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Statements of Changes in Net Assets	5
Statements of Cash Flows	6
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## INDEPENDENT AUDITOR'S REPORT

The Board of Trustees  
Littleton Hospital Association, Inc.  
(d/b/a Littleton Regional Healthcare)

We have audited the accompanying financial statements of Littleton Hospital Association, Inc. (d/b/a Littleton Regional Healthcare), which comprise the balance sheets as of September 30, 2019 and 2018, and the related statements of operations, changes in net assets, and cash flows for the years then ended, and the related notes to the financial statements.

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

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

### ***Auditor's Responsibility***

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

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

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

### ***Opinion***

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Littleton Regional Healthcare as of September 30, 2019 and 2018, and the results of its operations, changes in its net assets, and its cash flows for the years then ended, in accordance with U.S. generally accepted accounting principles.



Board of Trustees  
Littleton Hospital Association, Inc.  
(d/b/a Littleton Regional Healthcare)  
Page 2

**Other Matter**

**Change in Accounting Principle**

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

*Berry Dunn McNeil & Parker, LLC*

Manchester, New Hampshire  
February 24, 2020



**LITTLETON HOSPITAL ASSOCIATION, INC.  
(d/b/a LITTLETON REGIONAL HEALTHCARE)**

**Balance Sheets**

**September 30, 2019 and 2018**

**ASSETS**

	<u>2019</u>	<u>2018</u>
Current assets		
Cash and cash equivalents	\$ 291,187	\$ 3,958,019
Patient accounts receivable, net	11,060,454	9,123,489
Supplies	2,195,332	1,938,794
Due from related parties	254,633	402,081
Prepaid expenses and other current assets	<u>4,520,285</u>	<u>4,425,652</u>
Total current assets	18,321,891	19,848,035
Assets limited as to use	44,765,838	49,022,077
Property and equipment, net	<u>38,050,941</u>	<u>37,741,010</u>
 Total assets	 <u>\$101,138,670</u>	 <u>\$106,611,122</u>

---

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



**LIABILITIES AND NET ASSETS**

	<u>2019</u>	<u>2018</u>
Current liabilities		
Current portion of long-term debt	\$ 1,263,501	\$ 1,176,795
Accounts payable and other accrued expenses	5,149,630	2,631,216
Accrued salaries, wages and related accounts	4,050,563	3,230,895
Other current liabilities	608,811	520,715
Current portion of estimated third-party payor settlements	1,831,892	3,368,403
Due to related parties	<u>220,743</u>	<u>530,458</u>
Total current liabilities	13,125,140	11,458,482
Deferred compensation	3,039,019	2,970,751
Long-term debt, less current portion	23,283,793	24,463,800
Estimated third-party payor settlements, less current portion	7,000,377	5,598,948
Interest rate swap	<u>2,319,861</u>	<u>1,507,465</u>
Total liabilities	<u>48,768,190</u>	<u>45,999,446</u>
Net assets		
Without donor restrictions	49,733,881	58,054,504
With donor restrictions	<u>2,636,599</u>	<u>2,557,172</u>
Total net assets	<u>52,370,480</u>	<u>60,611,676</u>
Total liabilities and net assets	<u>\$101,138,670</u>	<u>\$106,611,122</u>



**LITTLETON HOSPITAL ASSOCIATION, INC.**  
**(d/b/a LITTLETON REGIONAL HEALTHCARE)**

**Statements of Operations**

**Years Ended September 30, 2019 and 2018**

	<u>2019</u>	<u>2018</u>
Revenues, gains and other support without donor restrictions		
Patient service revenue (net of contractual allowances and discounts)	\$ 95,403,886	\$ 90,193,850
Less provision for bad debts	<u>5,343,535</u>	<u>5,295,151</u>
Net patient service revenue	90,060,351	84,898,699
Other revenues	5,228,745	5,373,017
Net assets released from restriction for operations	<u>71,826</u>	<u>306,293</u>
Total revenues, gains and other support without donor restrictions	<u>95,360,922</u>	<u>90,578,009</u>
Expenses		
Salaries, wages and fringe	52,914,768	46,613,305
Contract labor	6,472,460	5,347,358
Supplies and other	30,560,522	27,716,375
Medicaid enhancement tax	3,736,209	3,530,402
Depreciation	4,559,575	4,551,192
Interest	<u>927,208</u>	<u>905,076</u>
Total expenses	<u>99,170,742</u>	<u>88,663,708</u>
Operating (loss) income	<u>(3,809,820)</u>	<u>1,914,301</u>
Nonoperating gains (losses)		
Income from investments, net	936,224	2,687,417
Gifts without donor restrictions, net of expenses	39,326	38,840
Community benefit and contribution expense	(344,653)	(350,805)
Unrealized (loss) gain on interest rate swap	(812,396)	874,697
Other (loss) income	<u>(4,329,304)</u>	<u>549,767</u>
Nonoperating (losses) gains, net	<u>(4,510,803)</u>	<u>3,799,916</u>
(Deficiency) excess of revenues, gains and other support over expenses and losses and (decrease) increase in net assets without donor restrictions	<u>\$ (8,320,623)</u>	<u>\$ 5,714,217</u>

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



**LITTLETON HOSPITAL ASSOCIATION, INC.**  
**(d/b/a LITTLETON REGIONAL HEALTHCARE)**

**Statements of Changes in Net Assets**

**Years Ended September 30, 2019 and 2018**

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
Balances, October 1, 2017	\$ <u>52,340,287</u>	\$ <u>2,609,422</u>	\$ <u>54,949,709</u>
Excess of revenues, gains and other support over expenses and increase in net assets without donor restrictions	5,714,217	-	5,714,217
Contributions	-	151,808	151,808
Investment income, net	-	102,235	102,235
Net assets released from restriction for operations	<u>-</u>	<u>(306,293)</u>	<u>(306,293)</u>
Increase (decrease) in net assets	<u>5,714,217</u>	<u>(52,250)</u>	<u>5,661,967</u>
Balances, September 30, 2018	<u>58,054,504</u>	<u>2,557,172</u>	<u>60,611,676</u>
Deficiency of revenues, gains and other support over expenses and losses and decrease in net assets without donor restrictions	(8,320,623)	-	(8,320,623)
Contributions	-	114,781	114,781
Investment income, net	-	36,472	36,472
Net assets released from restriction for operations	<u>-</u>	<u>(71,826)</u>	<u>(71,826)</u>
(Decrease) increase in net assets	<u>(8,320,623)</u>	<u>79,427</u>	<u>(8,241,196)</u>
Balances, September 30, 2019	\$ <u>49,733,881</u>	\$ <u>2,636,599</u>	\$ <u>52,370,480</u>

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



**LITTLETON HOSPITAL ASSOCIATION, INC.**  
**(d/b/a LITTLETON REGIONAL HEALTHCARE)**

**Statements of Cash Flows**

**Years Ended September 30, 2019 and 2018**

	<u><b>2019</b></u>	<u><b>2018</b></u>
Cash flows from operating activities		
(Decrease) increase in net assets	\$ (8,241,196)	\$ 5,661,967
Adjustments to reconcile (decrease) increase in net assets to net cash (used) provided by operating activities		
Provision for bad debts	5,343,535	5,295,151
Depreciation	4,559,575	4,551,192
Loss (gain) on sale of property and equipment	31,197	(117,983)
Net realized and unrealized gains on investments	(468,135)	(2,231,243)
Unrealized loss (gain) on interest rate swap	812,396	(874,697)
(Increase) decrease in assets		
Patients accounts receivable	(7,280,500)	(5,811,894)
Supplies	(256,538)	(117,193)
Prepaid expenses and other current assets	(94,633)	(2,543,744)
Due from related party	147,448	(254,243)
Increase (decrease) in liabilities		
Accounts payable and other accrued expenses	2,889,643	25,188
Accrued salaries, wages and related accounts	819,668	285,927
Other current liabilities	88,096	(343,272)
Due to third-party payors	(135,082)	568,582
Reserve for self-funded health insurance	-	(395,941)
Due to related party	(309,715)	486,744
Deferred compensation	68,268	344,117
Net cash (used) provided by operating activities	<u>(2,025,973)</u>	<u>4,528,658</u>
Cash flows from investing activities		
Purchases of investments	(16,256,825)	(18,316,948)
Proceeds from sale of investments	20,981,199	14,613,020
Purchases of property and equipment	(5,171,933)	(3,271,241)
Proceeds from sale of property and equipment	12,000	426,000
Net cash used by investing activities	<u>(435,559)</u>	<u>(6,549,169)</u>
Cash flows from financing activities		
Payments on long-term debt	(1,205,300)	(1,150,841)
Net cash used by financing activities	<u>(1,205,300)</u>	<u>(1,150,841)</u>
Net decrease in cash and cash equivalents	(3,666,832)	(3,171,352)
Cash and cash equivalents, beginning of year	<u>3,958,019</u>	<u>7,129,371</u>
Cash and cash equivalents, end of year	<u>\$ 291,187</u>	<u>\$ 3,958,019</u>
Supplemental disclosures of cash flow information		
Interest paid	<u>\$ 926,658</u>	<u>\$ 901,835</u>
Noncash investing and financing transactions		
Acquisition of property and equipment financed through capital lease	<u>\$ 111,999</u>	<u>\$ 390,192</u>
Acquisition of equipment included in accounts payable	<u>\$ -</u>	<u>\$ 371,229</u>

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



**LITTLETON HOSPITAL ASSOCIATION, INC.  
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**Organization**

Littleton Hospital Association, Inc. (d/b/a Littleton Regional Healthcare) (Hospital) is a New Hampshire not-for-profit corporation which operates a community-oriented general hospital. Effective April 1, 2016, North Country Healthcare, Inc. (NCHI) became the sole corporate member of the Hospital. NCHI is also the parent company of Androscoggin Valley Hospital (AVH), Upper Connecticut Valley Hospital (UCVH), Weeks Medical Center (Weeks), and North Country Home Health & Hospice Agency, Inc. (Home Health) Any and all activity with these entities is disclosed as activity with related parties. Effective September 30, 2019, the Hospital formally disaffiliated with NCHI and is now a stand-alone hospital. The Hospital has indemnified certain employees and board members against claims made by NCHI and its affiliates. Any obligation the Hospital may incur under this arrangement is not reasonably estimable.

**1. Summary of Significant Accounting Policies**

**Basis of Presentation**

Net assets and revenues, expenses, gains and losses are classified based on the existence or absence of donor-imposed restrictions in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification Topic (ASC) 958, *Not-For-Profit Entities*.

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

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

Under FASB ASC 958 and FASB ASC 954, *Health Care Entities*, all not-for-profit healthcare organizations are required to provide a balance sheet, a statement of operations, a statement of changes in net assets, and a statement of cash flows. FASB ASC 954 requires reporting amounts for an organization's total assets, liabilities, and net assets in a balance sheet; reporting the change in an organization's net assets in the statements of operations and changes in net assets; and reporting the change in its cash and cash equivalents in a statement of cash flows.

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



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**Use of Estimates**

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

**Income Taxes**

The Hospital is a not-for-profit corporation as described in Section 501(c)(3) of the Internal Revenue Code and is exempt from federal income taxes on related income.

**Cash and Cash Equivalents**

Cash and cash equivalents include money market funds with a maturity of three months or less when purchased. Cash and cash equivalents exclude assets whose use is limited by the Board of Trustees. The Hospital maintains its cash in deposit accounts which, at times, may exceed federal depository insurance limits. Management believes credit risk related to these investments is minimal. The Hospital has not experienced any losses in such accounts.

**Patient Accounts Receivable**

Patient accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts through a charge to operations and a credit to a valuation allowance based on its assessment of individual accounts and historical adjustments. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to patient accounts receivable.

In evaluating the collectibility of accounts receivable, the Hospital analyzes past results and identifies trends for each major payor source of revenue for the purpose of estimating the appropriate amounts of the allowance for doubtful accounts and the provision for bad debts. The adequacy of the allowance for doubtful accounts is regularly reviewed. For receivables associated with services provided to patients who have third-party coverage, an allowance for doubtful accounts and a provision for bad debts are established at varying levels based on the age and payor source of the receivable. For receivables associated with self-pay patients, the Hospital records a provision for bad debts in the period of service based on past experience indicating the inability or unwillingness to pay amounts for which they are financially responsible.

**Supplies**

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

**Investments and Investment Income**

Investments in equity securities with readily-determinable fair values and all investments in debt



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securities are measured at fair value in the balance sheets. Values of investments in limited partnerships or companies are based on the net asset values (NAV) per share of the respective funds as reported in the financial statements of the related interest and provided by the investment manager. Management reviews and evaluates the valuations provided by the investment managers and believes these valuations are a reasonable estimate of fair value at September 30, 2019 and 2018, but are subject to uncertainty and, therefore may differ from the value that would have been used had a ready market for the investments existed.

Management has adopted FASB ASC 825-10-35-4, *Financial Instruments - Overall - Subsequent Measurement - Fair Value Option*, and has elected the fair value option relative to its investments, which consolidates all investment performance activity within the nonoperating gains (losses) section of the statements of operations to simplify the presentation of investment return in the statement of operations.

Donor-restricted investment income and gains (losses) on investments on donor-restricted investments are recorded within net assets with donor restrictions until expended in accordance with the donor's restrictions.

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

**Property and Equipment**

Property and equipment acquisitions are recorded at cost or, if contributed, at fair market value determined at the date of donation. Depreciation is provided over the estimated useful life of each class of depreciable asset and is computed using the straight-line method. Equipment under capital lease obligations is amortized on the straight-line method over the shorter period of the lease term or the estimated useful life of the equipment. Such amortization is included in depreciation and amortization in the financial statements. Interest cost incurred on borrowed funds during the period of construction of capital assets is capitalized as a component of the cost of acquiring those assets.

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

**Employee Fringe Benefits**

The Hospital has an "earned time" plan to provide certain fringe benefits for its employees. Under



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this plan, each employee "earns" paid leave each payroll period. Accumulated hours may be used for vacations, holidays or illnesses. Hours earned, but not used, vest with the employees up to established limits. The Hospital accrues the cost of these benefits as they are earned.

**Interest Rate Swap**

The Hospital uses an interest rate swap contract to eliminate the cash flow exposure of interest rate movements on variable-rate debt. The Hospital has adopted FASB ASC 815, *Derivatives and Hedging*, to account for its interest rate swap contract. The interest rate swap is not considered a cash flow hedge and, therefore, is included within nonoperating gains (losses).

**Nonoperating Gains (Losses)**

Activities other than those in connection with providing healthcare services are considered to be nonoperating. Nonoperating gains and losses consist primarily of income and gains and losses on invested funds, unrestricted gifts, community benefit expense, unrealized gain (loss) on interest rate swap, and expenses incurred related to the disaffiliation with NCHI.

**(Deficiency) Excess of Revenues, Gains and Other Support Over Expenses and Losses**

The statements of operations include (deficiency) excess of revenues, gains and other support over expenses and losses. Changes in net assets without donor restrictions, if any, which are excluded from (deficiency) excess of revenues, gains and other support over expenses and losses, consistent with industry practice, include net assets released from restriction for capital acquisition and net asset transfers.

**Net Patient Service Revenue**

The Hospital has agreements with third-party payors that provide for payments to the Hospital at amounts different from its established rates. Payment arrangements include prospectively-determined rates per discharge, reimbursed costs, discounted charges and per diem rates. Net patient service revenue is reported at the estimated net realizable amounts from patients, third-party payors and others for services rendered, including estimated retroactive adjustments under reimbursement agreements with third-party payors. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and adjusted in future periods as final settlements are determined.

**Donor Restricted Gifts**

Unconditional promises to give cash and other assets to the Hospital are reported at fair value at the date the promise is received. Conditional promises to give and indications of intentions to give are reported at fair value at the date the gift is received. Contributions received with donor restrictions that limit the use of the donated assets are reported as net assets with donor restrictions. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, net assets with donor restrictions are reclassified as net



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assets without donor restrictions and reported in the statements of operations and changes in net assets as net assets released from restriction. Donor restricted contributions whose restrictions are met within the same year as received are reported as contributions without donor restrictions in the accompanying financial statements.

**Charity Care**

The Hospital provides care to patients who meet certain criteria under its charity care policy. Because the Hospital does not pursue collection of amounts determined to qualify as charity care, they are not reported in net revenue.

**Transactions with Infrequency of Occurrence**

A transaction not reasonably expected to recur in the foreseeable future is considered to occur infrequently. The past occurrence of an event or transaction for a particular entity provides evidence to assess the probability of recurrence of that type of event or transaction in the foreseeable future. During 2018, the Hospital entered into a class-action lawsuit with an investment bank related to misleading interest rates. The class-action lawsuit resulted in a favorable settlement to the Hospital in the amount of \$549,767, which is included in other nonoperating income on the statement of operations.

**Newly Adopted Accounting Pronouncement**

In 2019, the Hospital adopted FASB Accounting Standards Update (ASU) No. 2016-14, *Presentation of Financial Statements of Not-for-Profit Entities (Topic 958)*, which makes targeted changes to the not-for-profit financial reporting model. Under the ASU, net asset reporting is streamlined and clarified. The existing three category classification of net assets is replaced with a simplified model that combines temporarily restricted and permanently restricted into a single category called "net assets with donor restrictions." The guidance for classifying deficiencies in endowment funds and on accounting for the lapsing of restrictions on gifts to acquire property, plant, and equipment has also been simplified and clarified. New disclosures highlight restrictions on the use of resources that make otherwise liquid assets unavailable for meeting near-term financial requirements. The ASU also imposes several new requirements related to reporting expenses. The adoption of the ASU had no impact on previously reported total net assets and has been applied retrospectively to all periods presented.

**Subsequent Events**

For purposes of the preparation of these financial statements in conformity with U.S. GAAP, the Hospital has considered transactions or events occurring through February 24, 2020, which was the date the financial statements were available to be issued.

On October 7, 2019, the Hospital and NCHI executed an agreement providing that, effective September 30, 2019, the Hospital formally disaffiliated with NCHI, and is now a stand-alone hospital. The agreement was reached after several months of negotiations and a review by the New Hampshire Director of Charitable Trusts.



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**2. Net Patient Service Revenue and Patient Accounts Receivable**

**Net Patient Service Revenue**

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

	<u>2019</u>	<u>2018</u>
Gross patient service revenue		
Routine services	\$ 6,700,826	\$ 6,784,417
Ancillary services	<u>175,207,114</u>	<u>161,167,308</u>
	181,907,940	167,951,725
Less contractuals and discounts	<u>86,504,054</u>	<u>77,757,875</u>
Patient service revenue (net of contractual allowances and discounts)	95,403,886	90,193,850
Less provision for bad debts	<u>5,343,535</u>	<u>5,295,151</u>
Net patient service revenue	<u>\$ 90,060,351</u>	<u>\$ 84,898,699</u>

**Patient Accounts Receivable**

Patient accounts receivable are stated net of estimated contractual allowances and allowance for bad debts as follows as of September 30:

	<u>2019</u>	<u>2018</u>
Patient accounts receivable	\$ 27,597,943	\$ 21,746,489
Less estimated contractual allowances	11,569,832	8,612,000
Less estimated allowance for bad debts	<u>4,967,657</u>	<u>4,011,000</u>
Patient accounts receivable, net	<u>\$ 11,060,454</u>	<u>\$ 9,123,489</u>

During 2019, the Hospital increased its estimates from approximately \$2,115,000 to approximately \$2,446,000 and from approximately \$1,293,000 to approximately \$1,804,000 in the allowance for doubtful accounts relating to self-pay and commercial insurance patients, respectively. During 2019, self-pay write-offs increased from approximately \$6,119,000 to approximately \$6,253,000. Such increases are the result of higher-deductible health insurance plans and staffing related issues which affected the revenue cycle process.



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

**Medicare**

The Hospital is a Critical Access Hospital (CAH). Under the CAH program, the Hospital is reimbursed at 101% of allowable costs for its inpatient and most outpatient services provided to Medicare patients. The Hospital is reimbursed at tentative rates with final determination after submission of annual cost reports by the Hospital and audits thereof by the Medicare fiscal intermediary. The Hospital's cost reports have been audited by the fiscal intermediary through September 30, 2015.

**Medicaid**

Inpatient services rendered to Medicaid program beneficiaries are reimbursed under prospectively-determined per-discharge rates. The prospectively-determined per-discharge rates are not subject to retroactive adjustment. Outpatient services rendered to Medicaid beneficiaries are reimbursed on a combination of prospectively-determined fee schedules and a cost reimbursement methodology. The Hospital is reimbursed for outpatient services at a tentative rate with final settlement determined after submission of annual cost reports by the Hospital and audits thereof by the Medicaid fiscal intermediary. The Hospital's cost reports have been audited by the fiscal intermediary through September 30, 2013.

**Anthem**

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

Revenue from the Medicare and Medicaid programs accounted for approximately 33% and 10%, respectively, of the Hospital's patient service revenue (net of contractual allowances and discounts) for the year ended September 30, 2019, and 35% and 12%, respectively, of the Hospital's patient service revenue (net of contractual allowances and discounts) for the year ended September 30, 2018. Laws and regulations governing the Medicare and Medicaid programs are extremely complex and subject to interpretation. As a result, there is at least a reasonable possibility that recorded estimates will change by a material amount in the near term. Net patient service revenue decreased by approximately \$50,000 and \$262,000 in 2019 and 2018, respectively, due to changes in estimates and differences in retroactive adjustments compared to amounts previously estimated.

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



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The Hospital recognizes patient service revenue associated with services rendered to patients who have third-party payor coverage on the basis of contractual rates for such services. For uninsured patients that do not qualify for charity care, the Hospital recognizes revenue on the basis of its standard rates (or on the basis of discounted rates, if negotiated or provided by policy). Based on historical trends, a significant portion of the Hospital's uninsured patients will be unable or unwilling to pay for the services rendered. Thus, the Hospital records a provision for bad debts related to uninsured patients in the period the services are rendered. Patient service revenue, net of contractual allowances and discounts but before the provision for bad debts, recognized in the period from these major payor sources are as follows:

	<u>2019</u>	<u>2018</u>
Total all payors		
Third-party payors	\$ 90,251,626	\$ 85,422,571
Self-pay	<u>5,152,260</u>	<u>4,771,279</u>
Patient service revenue (net of contractual allowances and discounts)	<u>\$ 95,403,886</u>	<u>\$ 90,193,850</u>

**Disproportionate Share Hospital Payments**

Medicaid disproportionate share hospital (DSH) payments provide financial assistance to hospitals that serve a large number of low-income patients. The federal government distributes federal DSH funds to each state based on a statutory formula. The states, in turn, distribute their portion of the DSH funding among qualifying hospitals. The states are to use their federal DSH allotments to help cover the costs of hospitals that provide care to low-income patients when those costs are not covered by other payors. The State of New Hampshire's plan for the distribution of DSH monies to its hospitals has not yet been approved by the Centers for Medicare and Medicaid Services (CMS). Therefore, amounts recorded by the Hospital are subject to change. Included within contractual allowances in patient service revenue (net of contractual allowances and discounts) in the statements of operations is approximately \$4,500,000 and \$3,542,000, respectively, for the years ended September 30, 2019 and 2018 related to DSH payments.

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

**3. Community Benefit**

The Hospital provides services without charge, or at amounts less than its established rates, to patients who meet the criteria of its charity care policy. Patients deemed as not meeting criteria for the New Hampshire Health Access Network are then considered for the Hospital's Charity Care program. The individual must be deemed ineligible for Medicaid and the Buffington Fund (Lisbon residents only) to be considered for the program.



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Charity care is granted on a sliding scale based on gross income and family size as compared to the federal poverty guidelines as follows:

- Up to 200% of federal poverty guidelines receive 100% charity care;
- 201%-225% of federal poverty guidelines receive 75% charity care;
- 226%-275% of federal poverty guidelines receive 50% charity care; and
- 276%-300% of federal poverty guidelines receive 25% charity care.

The net cost of charity care provided was approximately \$592,000 in 2019 and \$569,000 in 2018. The total cost estimate is based on an overall financial statement cost to charge ratio applied against gross charity care charges. In 2019 and 2018, 0.60% and 0.64%, respectively, of all services as defined by percentage of gross revenue was provided on a charity basis.

In 2019, of a total of 1,609 inpatients, 43 received their entire episode of service on a charity basis and 18 received partial subsidy. In 2018, of a total of 1,641 inpatients, 42 received full charity and 29 received partial subsidy.

**4. Availability and Liquidity of Financial Assets**

The Hospital had working capital of \$5,196,751 and \$8,389,553 at September 30, 2019 and 2018, respectively. The Hospital had average days (based on normal expenditures) cash and cash equivalents on hand of 1 and 17 at September 30, 2019 and 2018, respectively.

The Hospital's goal is to maintain financial assets to meet 40 days of operating expenses (\$10,368,347 and \$9,217,810 at September 30, 2019 and 2018, respectively). The annual operating budget is determined with the goal of generating sufficient net patient service revenue and cash flows to allow the Hospital to be sustainable to support its mission and vision.

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

	<u>2019</u>	<u>2018</u>
Cash and cash equivalents	\$ 291,187	\$ 3,958,019
Patient accounts receivable, net	11,060,454	9,123,489
Other receivables, net (included in other current assets)	<u>2,202,922</u>	<u>2,218,078</u>
Financial assets available to meet general expenditures within one year	<u>\$ 13,554,563</u>	<u>\$ 15,299,586</u>

The Hospital has assets limited as to use of \$39,102,700 and \$43,514,141 at September 30, 2019 and 2018, respectively, that are designated assets set aside by the Board of Trustees for future capital improvements and other purposes. These assets limited as to use are not available for general expenditure within the next year, however, the internally designated amounts could be made available, if necessary.



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**5. Property and Equipment**

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

	<u>2019</u>	<u>2018</u>
Land	\$ 764,443	\$ 764,443
Land improvements	3,806,523	3,792,448
Buildings	42,428,399	41,202,168
Fixed equipment	14,809,598	14,664,397
Major moveable equipment	37,439,514	33,871,778
Assets under capital leases	<u>1,239,569</u>	<u>717,383</u>
	100,488,046	95,012,617
Less accumulated depreciation and amortization	<u>62,879,640</u>	<u>58,628,917</u>
	37,608,406	36,383,700
Construction-in-progress	<u>442,535</u>	<u>1,357,310</u>
	<u>\$ 38,050,941</u>	<u>\$ 37,741,010</u>

**6. Assets Limited as to Use**

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

	<u>2019</u>	<u>2018</u>
Board-designated for capital acquisition and operations	\$ 39,102,700	\$ 43,514,141
Deferred compensation	3,039,019	2,970,751
With donor restrictions - temporary in nature	624,028	538,633
With donor restrictions - held in perpetuity	<u>2,000,091</u>	<u>1,998,552</u>
Total	<u>\$ 44,765,838</u>	<u>\$ 49,022,077</u>

The composition of assets limited as to use consisted of the following at September 30:

	<u>2019</u>	<u>2018</u>
Cash and cash equivalents	\$ 1,045,912	\$ 3,012,897
Fixed income	4,753,008	4,579,679
Mutual funds	26,970,818	29,345,376
Other investments	<u>11,996,100</u>	<u>12,084,125</u>
Total	<u>\$ 44,765,838</u>	<u>\$ 49,022,077</u>



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Investment income and gains (losses) consisted of the following:

	<u>2019</u>	<u>2018</u>
Net assets without donor restrictions:		
Interest and dividends, net of fees	\$ 490,161	\$ 554,473
Realized gains	420,760	106,958
Unrealized gains	<u>25,303</u>	<u>2,025,986</u>
	<u>936,224</u>	<u>2,687,417</u>
Net assets with donor restrictions:		
Interest and dividends, net of fees	14,400	3,936
Realized losses	(12,046)	(10,999)
Unrealized gains	<u>34,118</u>	<u>109,298</u>
	<u>36,472</u>	<u>102,235</u>
	<u>\$ 972,696</u>	<u>\$ 2,789,652</u>

Changes in endowment (with donor restrictions) net assets are as follows:

	<u>2019</u>	<u>2018</u>
Endowment net assets, beginning of year	\$ 2,365,387	\$ 2,286,360
Investment return		
Investment income, net of fees	57,109	113,543
Realized gains (losses) on investments	1,580	(286)
Unrealized (losses) gains on investments	<u>(2,456)</u>	<u>15,047</u>
Total investment return, net	<u>56,233</u>	<u>128,304</u>
Contributions	1,539	3,245
Appropriation of endowment assets for expenditure	<u>(48,499)</u>	<u>(52,522)</u>
Endowment net assets, end of year	<u>\$ 2,374,660</u>	<u>\$ 2,365,387</u>



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**Interpretation of Relevant Law**

The Hospital has interpreted the State of New Hampshire Uniform Prudent Management of Institutional Funds Act (UPMIFA) such that the Board of Trustees is allowed to appropriate for expenditure for the uses and purposes for which the endowment fund is established, unless otherwise specified by the donor, so much of the net appreciation, realized and unrealized, in the fair value of the assets of the endowment fund over the historic dollar value of the fund, as is prudent. In so doing, the Board must consider the long-term and short-term needs of the Hospital in carrying out its purpose, its present and anticipated financial requirements, expected total return on its investments, price-level trends, and general economic conditions. As a result of this interpretation, the Hospital classifies as net assets with perpetual donor restriction (a) the original value of the gifts donated to the perpetual endowment when explicit donor stipulations requiring perpetual maintenance of the historical fair value are present, and (b) the original value of the subsequent gifts to be maintained in perpetuity when explicit donor stipulations requiring perpetual maintenance of the historical fair value are present. The remaining portion of the donor restricted endowment fund composed of accumulated gains not required to be maintained in perpetuity is classified as net assets with donor restrictions temporary in nature until those amounts are appropriated for expenditure in a manner consistent with the donor's stipulations. The Board approves amounts to be appropriated from time to time, based on the Hospital's needs and the provisions of UPMIFA.

**Investment Policy and Strategies Employed for Achieving Objectives**

In managing its diversified portfolio, the Hospital measures the performance of its investment portfolio's components against the appropriate market benchmark. The investment objective for the portfolio is to achieve the highest long-term total return on assets that is consistent with prudent investment practices. Over the long term, the policy provides that good investment performance should maintain or enhance the purchasing power of the portfolio's assets. A secondary objective is to achieve an annualized return that meets or exceeds a Policy Index that is comprised of reasonable market benchmarks in a weighting that is consistent with the target asset allocation as approved by the Hospital.

The portfolio assets have a long-term, indefinite time horizon with relatively low liquidity needs. As such, the Fund may take advantage of less liquid investments and assume a time horizon that extends well beyond a normal market cycle. It is expected, however, that sufficient portfolio diversification will smooth volatility and help to assure a reasonable consistency of return. The portfolio is managed on a total return basis.

**Funds with Deficiencies**

From time to time, the fair value of assets associated with donor-restricted endowment funds may fall below the level of the donors' original gift(s) or what UPMIFA may require the Hospital to retain as a fund of perpetual duration ("underwater"). The Hospital's policy prohibits appropriating amounts from underwater endowment funds and there were no deficiencies of this nature that are reported in net assets with donor restrictions as of September 30, 2019 and 2018.



**LITTLETON HOSPITAL ASSOCIATION, INC.**  
**(d/b/a LITTLETON REGIONAL HEALTHCARE)**

**Notes to Financial Statements**

**September 30, 2019 and 2018**

**7. Borrowings**

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

	<u>2019</u>	<u>2018</u>
Series 2015A fixed-rate bonds held by T.D. Bank N.A., payable in variable monthly principal and interest installments through September 2038; interest rate of 2.39%; collateralized by substantially all Hospital assets and gross receipts.	\$ 4,609,736	\$ 4,799,418
Series 2015B variable-rate bonds held by T.D. Bank N.A., payable in variable monthly principal and interest installments through September 2038; interest rate of 69.75% of one-month London Interbank Offering Rate (LIBOR) plus 0.73% (2.22% at September 30, 2019); collateralized by substantially all Hospital assets and gross receipts (see interest rate swap agreement disclosure).	18,331,555	18,976,322
2.97% note payable to a bank, due in variable monthly installments including interest, through April 2023; collateralized by substantially all Hospital assets.	1,113,744	1,404,004
Various capital leases, payable in 60 to 120 monthly principal payments ranging from \$1,858 to \$5,272 including interest rates varying from 2.84% to 8.49%; and maturing between July 2023 and July 2028; collateralized by specific assets acquired under capital leases.	<u>661,029</u>	<u>638,503</u>
Total long-term debt, before unamortized and deferred issuance costs	24,716,064	25,818,247
Unamortized deferred issuance costs	<u>(168,770)</u>	<u>(177,652)</u>
Total long-term debt	24,547,294	25,640,595
Less current portion	<u>1,263,501</u>	<u>1,176,795</u>
Long-term debt, excluding current portion	<u>\$ 23,283,793</u>	<u>\$ 24,463,800</u>

The Series 2015 bonds require the Hospital to meet certain covenants. As of September 30, 2019 the Hospital was not in compliance with certain of these covenant requirements, however, a waiver was subsequently granted for the violation by the lending institution.



**LITTLETON HOSPITAL ASSOCIATION, INC.**  
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**Notes to Financial Statements**

**September 30, 2019 and 2018**

Annual principal maturities on long-term debt, including capital leases, for fiscal years subsequent to September 30, 2019 are as follows:

	<u>Bonds and Notes Payable</u>	<u>Capital Lease Obligations</u>
2020	\$ 1,160,706	\$ 102,795
2021	1,202,509	109,538
2022	1,243,578	116,772
2023	1,148,782	121,007
2024	991,686	41,542
Thereafter	<u>18,307,774</u>	<u>169,375</u>
	<u>\$ 24,055,035</u>	<u>\$ 661,029</u>

Interest on long-term debt, excluding letter-of-credit fees, was \$927,208 and \$905,076 for the years ended September 30, 2019 and 2018, respectively.

**Interest Rate Swap**

In connection with the issuance of the Series 2015B bonds, the Hospital entered into an interest rate swap agreement to hedge the associated interest rate risk. The swap notional amount was \$14,139,000 at September 30, 2019. The swap terminates on October 11, 2027. The interest rate swap agreement requires the Hospital to pay a fixed rate of 3.5625% in exchange for a variable rate of 69.75% of one-month LIBOR plus 0.73% which matches the rate under the bonds.

The Hospital is required to include the fair value of the swap in the balance sheets, and annual changes, if any, in the fair value of the swap in the statements of operations. For example, during the holding period, the annually-calculated value of the swap will be reported as an asset if interest rates increase above those in effect on the date the swap was entered into and as an unrealized gain in the statements of operations, which will generally be indicative that the net fixed rate the Hospital is paying is below market expectations of rates during the remaining term of the swap. The swap will be reported as a liability (and as an unrealized loss in the statements of operations) if interest rates decrease below those in effect on the date the swap was entered into, which will generally be indicative that the net fixed rate the Hospital is paying on the swap is above market expectations of rates during the remaining term of the swap. These annual accounting adjustments of value changes in the swap transaction are non-cash recognition requirements, the net effect of which is intended to be zero at the maturity date of the swap agreement. The Hospital retains the sole right to terminate the swap agreement should the need arise. The Hospital recorded the swap at its liability position of \$2,319,861 and \$1,507,465 at September 30, 2019 and 2018, respectively.



**LITTLETON HOSPITAL ASSOCIATION, INC.  
(d/b/a LITTLETON REGIONAL HEALTHCARE)**

**Notes to Financial Statements**

**September 30, 2019 and 2018**

**8. Retirement Plans**

The Hospital sponsors a 403(b) retirement plan for its employees. Contributions are computed as a percentage of earnings and are funded as accrued. Effective November 1, 2017, the Hospital merged its plan with that of the other members of NCHI in the North Country Healthcare Retirement Plan (Plan). The Hospital intends to exit the Plan as part of the disaffiliation with NCHI.

The amount charged to expense for the 403(b) plan totaled \$714,674 and \$623,782 for 2019 and 2018, respectively.

In addition, the Hospital maintains a 457(b) deferred compensation plan for certain employees. An asset and a liability of \$3,039,019 and \$2,970,751, respectively, have been recorded related to this plan for 2019 and 2018.

**9. Commitments and Contingencies**

**Professional Liability Insurance**

The Hospital maintains medical malpractice insurance coverage on a claims-made basis. The Hospital is subject to complaints, claims, and litigation due to potential claims which arise in the normal course of business. U.S. GAAP requires the Hospital to accrue the ultimate cost of malpractice claims when the incident that gives rise to the claim occurs, without consideration of insurance recoveries. Expected recoveries are presented as a separate asset. The Hospital has evaluated its exposure to losses arising from identifiable potential claims and has properly accounted for them in the balance sheets for the years ended September 30, 2019 and 2018. The Hospital intends to renew coverage on a claims-made basis and anticipates that such coverage will be available in future periods.

**Health Insurance**

During 2018, the Hospital terminated its self-funded health insurance plan for its employees. At September 30, 2018, there were no accrued estimated costs on incurred but not reported claims. The Hospital established a traditional health insurance plan that provides the employees the option of choosing one of six plan options that best suits the needs of the employee.

**Operating Leases**

The Hospital as lessee has various non-cancelable leases for office space, including space sub-leased, all of which are classified as operating leases. Lease expense was \$415,481 and \$550,430 for the years ended September 30, 2019 and 2018, respectively. Future minimum lease payments are as follows for years ending September 30:

2020	\$ 543,189
2021	553,922
2022	529,652
2023	545,541
2024	561,907
Total future minimum lease payments	<u>\$ 2,734,211</u>



**LITTLETON HOSPITAL ASSOCIATION, INC.  
(d/b/a LITTLETON REGIONAL HEALTHCARE)**

**Notes to Financial Statements**

**September 30, 2019 and 2018**

**Professional Services Agreement**

The Hospital entered into a professional services, medical direction and management agreement (Agreement) with The Alpine Clinic, LLC (Alpine) in March 2012. Alpine is a private physician practice group with clinical sites in five towns in northern New Hampshire providing orthopedic care, clinical services and related physical therapy, radiology and magnetic resonance imaging services to patients in this region. The initial term of the Agreement was in effect for a period of three years. There are provisions under the Agreement for early termination, subject to agreement between the two parties. Subsequent to the expiration of the initial term, the arrangement has continued on a monthly basis.

Under the terms of the Agreement, the Hospital has agreed to sub-lease Alpine's offices, furniture and equipment. The Hospital has agreed to engage Alpine to provide the professional orthopedic and physical therapy services through the physicians, nurse practitioners, physician assistants, and licensed physical therapists employed by Alpine. Alpine has agreed to engage the radiology and magnetic resonance imaging technicians employed by the Hospital to provide the technical services in connection with imaging services to Hospital patients at the Alpine offices. The Hospital has also agreed to engage Alpine to provide the services of all administrative and support staff as is necessary and desirable for the effective and efficient delivery of the orthopedic, physical therapy and imaging services.

Alpine has agreed that its sole compensation under this Agreement will be the fees set forth in the Agreement and that all payments from patients, third-party payors or otherwise for Alpine professional services furnished by the providers to Hospital patients will belong to the Hospital. The fees under the Agreement include an annual base fee, to be paid monthly, and a productivity fee which is to be paid within 30 days following the end of each year of the Agreement. The methodology used to calculate the base fee and productivity fee is specifically defined in the Agreement.

The fees paid to Alpine during the years ended September 30, 2019 and 2018 were \$3,037,606 and \$2,970,704, respectively, of which \$177,497 is included in prepaid expenses and other current assets at September 30, 2019 and 2018.

**Equipment Maintenance Agreement**

During 2012, the Hospital entered into a capital lease to finance the purchase of a new Magnetic Resonance Imaging scanner. During 2018, the capital lease was paid in full and a new maintenance agreement was entered into for \$9,856 per month. Total maintenance expense related to the capital lease in 2019 and 2018 was \$113,208 and \$137,557, respectively. The maintenance fee commitment expires in June 2022.



**LITTLETON HOSPITAL ASSOCIATION, INC.  
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**Notes to Financial Statements**

**September 30, 2019 and 2018**

**Payments in Lieu of Taxes**

The Hospital entered into an agreement with the Town of Littleton that calls for annual payments in lieu of taxes through 2026 of \$75,000 per year adjusted annually by the Consumer Price Index. For the years ended September 30, 2019 and 2018 the payments were \$76,640 and \$76,458, respectively.

**Information Technology (IT) Purchased Services Agreement**

In July 2019, the Hospital entered into a service agreement for contracted IT services. The initial agreement is for a five-year term ending July 2024. The agreement requires a monthly fee of \$105,000 and total expense incurred by the Hospital for the year ended September 30, 2019 was \$316,381.

**10. Physician Practices**

During 2019 and 2018, the Hospital operated several physician practices. For the years ended September 30, 2019 and 2018, the Hospital recognized net practice operations activity as follows:

	<u>2019</u>	<u>2018</u>
Net practice revenue	\$ 16,671,957	\$ 15,720,744
Direct expenses	<u>26,781,048</u>	<u>21,520,710</u>
Net loss (before indirect expenses)	<u>\$ (10,109,091)</u>	<u>\$ (5,799,966)</u>

**11. Net Assets**

Net assets with donor restrictions are available for the following purposes at September 30:

	<u>2019</u>	<u>2018</u>
Funds maintained with donor restrictions temporary in nature:		
Construction fund	\$ 19,476	\$ 3,496
Indigent care	160,121	150,291
Health education	8,878	9,123
Pastoral care	9,234	9,475
Veterans transportation	1,953	1,872
Volunteer services	65,784	69,459
Other health-related services	<u>370,935</u>	<u>314,904</u>
Total funds maintained with donor restrictions temporary in nature	<u>636,381</u>	<u>558,620</u>



**LITTLETON HOSPITAL ASSOCIATION, INC.  
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**Notes to Financial Statements**

**September 30, 2019 and 2018**

	<u>2019</u>	<u>2018</u>
Funds maintained in perpetuity:		
Investments to be held in perpetuity, the income from which is expendable to support healthcare services	<u>2,000,218</u>	<u>1,998,552</u>
Total net assets with donor restrictions	<u>\$ 2,636,599</u>	<u>\$ 2,557,172</u>
Net assets released from restrictions consisted of:		
Satisfaction of purpose restrictions - operations	<u>\$ 71,826</u>	<u>\$ 306,293</u>

**12. Functional Expenses**

The Hospital provides general healthcare services to residents within its geographic location. The statements of operations report certain categories of expenses that are attributable to both healthcare services and support functions. Therefore, these expenses require an allocation on a reasonable basis that is consistently applied. Occupancy costs are allocated by square footage, employee benefits are allocated based on salaries and professional liability insurance is allocated based on expense for the physician. Expenses related to healthcare and support services for the year ended September 30 are as follows:

<u>2019</u>	<u>Healthcare Services</u>	<u>General and Administrative</u>	<u>Total</u>
Salaries, wages and fringe	\$ 45,215,441	\$ 7,699,327	\$ 52,914,768
Contract labor	6,037,791	434,669	6,472,460
Supplies and other	20,111,129	10,449,393	30,560,522
Medicaid enhancement tax	-	3,736,209	3,736,209
Depreciation	3,753,651	805,924	4,559,575
Interest	<u>927,208</u>	<u>-</u>	<u>927,208</u>
	<u>\$ 76,045,220</u>	<u>\$ 23,125,522</u>	<u>\$ 99,170,742</u>
<u>2018</u>	<u>Healthcare Services</u>	<u>General and Administrative</u>	<u>Total</u>
Salaries, wages and fringe	\$ 39,866,789	\$ 6,746,516	\$ 46,613,305
Contract labor	5,112,321	235,037	5,347,358
Supplies and other	17,779,795	9,936,580	27,716,375
Medicaid enhancement tax	-	3,530,402	3,530,402
Depreciation	3,657,357	893,835	4,551,192
Interest	<u>905,076</u>	<u>-</u>	<u>905,076</u>
	<u>\$ 67,321,338</u>	<u>\$ 21,342,370</u>	<u>\$ 88,663,708</u>



**LITTLETON HOSPITAL ASSOCIATION, INC.**  
**(d/b/a LITTLETON REGIONAL HEALTHCARE)**

**Notes to Financial Statements**

**September 30, 2019 and 2018**

**13. Concentration of Credit Risk**

**Patient Accounts Receivable**

The Hospital grants credit without collateral to its patients, most of whom are local residents and insured under third-party payor agreements. The mix of receivables for patients and third-party payors at September 30, 2019 and 2018 was as follows:

	<u>2019</u>	<u>2018</u>
Medicare	27 %	26 %
Medicaid	10	12
Anthem	12	10
Other third-party payors	33	30
Patient	<u>18</u>	<u>22</u>
	<u>100 %</u>	<u>100 %</u>

**14. Fair Value Measurement**

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

- Level 1:** Quoted prices (unadjusted) for identical assets or liabilities in active markets that the entity has the ability to access as of the measurement date.
- Level 2:** Significant other observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, and other inputs that are observable or can be corroborated by observable market data.
- Level 3:** Significant unobservable inputs that reflect an entity's own assumptions about the assumptions that market participants would use in pricing an asset or liability.



**LITTLETON HOSPITAL ASSOCIATION, INC.  
(d/b/a LITTLETON REGIONAL HEALTHCARE)**

**Notes to Financial Statements**

**September 30, 2019 and 2018**

Assets and liabilities measured at fair value and net asset value on a recurring basis are summarized below:

	Fair Value Measurements at September 30, 2019		
	Total	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)
<b>Assets</b>			
Cash and cash equivalents	\$ 1,045,912	\$ 1,045,912	\$ -
Fixed income	1,713,989	-	1,713,989
Mutual funds			
Index funds	21,769,215	21,769,215	-
Bond funds	<u>5,201,603</u>	<u>5,201,603</u>	<u>-</u>
Total mutual funds	26,970,818	26,970,818	-
Assets to fund deferred compensation			
Fixed income	<u>3,039,019</u>	<u>3,039,019</u>	<u>-</u>
Total assets at fair value	32,769,738	\$ <u>31,055,749</u>	\$ <u>1,713,989</u>
Investments measured at NAV	<u>11,996,100</u>		
Total assets	<u>\$ 44,765,838</u>		
<b>Liabilities</b>			
Interest rate swap	\$ <u>2,319,861</u>	\$ -	\$ <u>2,319,861</u>
Total liabilities	<u>\$ 2,319,861</u>	<u>\$ -</u>	<u>\$ 2,319,861</u>



**LITTLETON HOSPITAL ASSOCIATION, INC.**  
**(d/b/a LITTLETON REGIONAL HEALTHCARE)**

**Notes to Financial Statements**

**September 30, 2019 and 2018**

Fair Value Measurements at September 30, 2018			
	Total	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)
<b>Assets</b>			
Cash and cash equivalents	\$ 3,012,897	\$ 3,012,897	\$ -
Fixed income	1,608,928	-	1,608,928
Marketable equity securities			
Index funds	23,298,688	23,298,688	-
Bond funds	<u>6,046,688</u>	<u>6,046,688</u>	<u>-</u>
Total mutual funds	29,345,376	29,345,376	-
Assets to fund deferred compensation			
Fixed income	<u>2,970,751</u>	<u>2,970,751</u>	<u>-</u>
Total assets at fair value	36,937,952	<u>\$ 35,329,024</u>	<u>\$ 1,608,928</u>
Investments measured at NAV	<u>12,084,125</u>		
Total assets	<u>\$ 49,022,077</u>		
<b>Liabilities</b>			
Interest rate swap	\$ <u>1,507,465</u>	\$ -	\$ <u>1,507,465</u>
Total liabilities	<u>\$ 1,507,465</u>	<u>\$ -</u>	<u>\$ 1,507,465</u>

Inputs other than quoted prices that are observable are used to value the interest rate swap. The Hospital considers these inputs to be Level 2.

The fair value of Level 2 assets has been measured using quoted market prices of similar assets and the fair value market approach, as determined by comparable sales data.

The fair value of the interest rate swap is measured using other than quoted prices that are observable to value the interest rate swap. These values represent the estimated amounts the Hospital would receive or pay to terminate the swap agreement, taking into consideration current interest rates and the current creditworthiness of the counterparty.



**LITTLETON HOSPITAL ASSOCIATION, INC.**  
**(d/b/a LITTLETON REGIONAL HEALTHCARE)**

**Notes to Financial Statements**

**September 30, 2019 and 2018**

The following table sets forth a summary of the Hospital's investments valued using a reported NAV at September 30, 2019:

<u>Fair Value Estimated Using NAV Per Share at September 30</u>					
<u>Investment</u>	<u>2019</u>	<u>2018</u>	<u>Redemption Frequency</u>	<u>Other Redemption Restrictions</u>	<u>Redemption Notice Period</u>
Nyes Ledge Capital Offshore Fund, LTD	\$ 5,490,763	\$ 5,469,384	Annually	Annually on December 31	90 days
Drake Capital Offshore Partners, LP	4,473,553	5,228,368	Semi-Annually	100% Annually (December 31) 25% Annually (June 30)	90 days
Seaport Global Property Securities, LP	1,963,266	1,304,659	Monthly	N/A	15 days
Hatteras Core Alternatives TEI Fund, LP (Hatteras Fund)	<u>68,518</u>	<u>81,714</u>	Quarterly	Each quarter Hatteras Fund allows up to 5% of the fund to be redeemed; if clients redemption requests are greater than 5% of the fund, each investor will be paid out a pro-rata portion of their redemption request	75 days
	<u>\$11,996,100</u>	<u>\$ 12,084,125</u>			

**15. Medicaid Enhancement Tax and Disproportionate Share Payments**

In New Hampshire, hospitals are subject to a 5.4% tax, the Medicaid Enhancement Tax, on net taxable revenues. The State of New Hampshire's distribution of DSH monies to the hospitals is subject to audit by CMS. A number of hospitals in New Hampshire filed a lawsuit relative to the results of the 2011 audit of these DSH payments and the court ruled in favor of the hospitals in March 2016. CMS has appealed the ruling and, until such time as the final ruling is made on the appeal, the Hospital has not changed its position with respect to the amounts recorded in its financial statements. Should the court's ruling stand, the Hospital expects to adjust the amounts held in contingency in the year the ruling is upheld.



**LITTLETON HOSPITAL ASSOCIATION, INC.  
(d/b/a LITTLETON REGIONAL HEALTHCARE)**

**Notes to Financial Statements**

**September 30, 2019 and 2018**

**16. Meaningful Use Revenues**

The Medicare and Medicaid electronic health record (EHR) incentive programs provide a financial incentive for achieving "meaningful use" of certified EHR technology. The criteria for meaningful use was staged in three steps from fiscal year 2012 through 2016.

The meaningful-use attestation is subject to audit by CMS in future years. As part of this process, a final settlement amount for the incentive payments could be established that differs from the initial calculation, and could result in return of a portion or all of the incentive payments received by the Hospital. The Hospital has settled with CMS.

In 2019 and 2018, the Hospital recognized \$976 and \$8,500, respectively, of Medicare EHR program revenues for its eligible physicians.

In 2019 and 2018, the Hospital attested to Stage 2 meaningful-use certification from CMS and recorded meaningful-use revenues of \$30,753 and \$79,952, respectively.

**17. Related Party Transactions**

As a member of NCHI, the Hospital shared in various services with the other member Hospitals and the parent. For the years ended September 30, 2019 and 2018, the Hospital billed other member hospitals \$1,722,925 and \$2,198,490 and was billed \$1,724,011 and \$2,123,495, respectively for shared services. At September 30, 2019 and 2018, \$254,633 and \$402,081, respectively, was due from, and \$220,743 and \$530,458, respectively, was due to, the member Hospitals and the parent.

Total expenses incurred for services provided by other members are as follows:

	<u>2019</u>	<u>2018</u>
UCVH	\$ 6,598	\$ 1,839
Weeks	438,521	241,967
AVH	238,925	238,819
Home Health	1,631	-
NCHI	<u>1,038,336</u>	<u>1,640,870</u>
Total	<u>\$ 1,724,011</u>	<u>\$ 2,123,495</u>



## LRH BOARD OF TRUSTEES (FY2021)

	LAST NAME	FIRST NAME	Position
1	Chisolm	Fred	Elected Member
2	Fitzpatrick	Patrick	Elected Member, Treasurer
3	Fleury	Kathryn	Elected Member
4	Garrison	Ashley	Elected Member, Secretary
5	Gingue	Roger	Immediate Past Chair
6	Goldberg	Stephen	Elected Member
7	Hennessey	Erin	Elected Member, Vice Chair
8	Jesseman	Richard	Elected Member
9	Kunz	Elizabeth	Elected Member
10	MacArthur	Dougald	Elected Member
11	McKenzie	Richard	Ex-Officio, President of Medical Staff
12	Morgan	Laurie	Elected Member & LRH Auxiliary
13	Noyes	Stephen	Elected Member
14	Nutter	Bob	Ex-Officio, LRH President & CEO
15	Rankin	Deane	Elected Member
16	Reardon	Charyl	Elected Member
17	Smith	Paul	Elected Member
18	Tremblay	Thomas	Elected Member
19	Woodward	Jeff	Elected Member, Chair



**Jarrett E. Stern, MHA**

**Professional Experience**

**Chief Executive Officer**—2013 to present

**UNIVERSITY ORTHOPAEDICS, PC ("UOPC")—Main Campus: Hawthorne, NY**

Recruited to improve quality and provide executive leadership to multi-site academic orthopaedic practice. UOPC has 15 full time surgeons, radiology and physical therapy. With offices in both New York and Connecticut, UOPC provides expertise in all orthopaedic subspecialties in adults and pediatrics. Responsible for management of six locations, 50+ employees, and annual revenues of \$15 million.

- Oversee administration of all site locations. Assume full responsibility for strategic planning, development, operations, sales and marketing, customer service, human resources, regulatory and compliance and P & L performance.
- Re-directed operations to increase profit growth in order to streamline procedures and implement measures to reduce costs. Reduced overhead and administrative expenses by 14%.
- Adopted technological resources to convert from paper to electronic systems to accommodate ICD-10 conversion, which improved records, files, and document retention, and streamlined practice management to comply with Meaningful Use requirements.
- Established Executive Governance Board; provide leadership to managers, directors and staff that will enroll support, create ownership of goals, and encourage active participate in decisions that impact the practice.
- Completely upgraded all IT hardware and software systems from the traditional PC model to thin client and cloud based systems.
- Charged with bringing practice into compliance with government regulations. Performed multiple mock RAC audits/education sessions to improve compliance with CMS guidelines.
- Actively and successfully explored new business opportunities to expand growth resulting in partnership with physiatry and physical therapy practices, commencing March 2015.
- Successfully negotiated and signed contracts, including managed care arrangements to improve reimbursements and patient volume.
- Strengthened referral base which includes private patients, corrections, governmental payors and others, resulting in increased new patient visits and a solid reputation in the area and healthcare community. Annual patient visits currently exceed 38,000.
- Renegotiated and upgraded health, dental, life, disability, and 401(k) plans for all employees, increasing quality of benefits provided while lowering overall costs.
- Revised supply chain process including vendor replacement and JIT ordering to create cash flow savings, minimize loss and stock outs and effectively utilize available space.



**Chief Operating Officer—2013**

**ORTHOPEDICS AND NEUROSURGERY SPECIALISTS, PC—Greenwich, CT**

Recruited to lead all aspects of business management and financial operations. This multi-location practice has 21 full-time physicians, MRI, physical therapy, conventional imaging, 140 FTE and partnership in an ambulatory surgery center. Gross annual revenue exceeds \$40 million derived from approximately 40,000 patient visits.

- Developed formal inventory system with dedicated storage locations and par levels; implemented IOS software to track materials with a link to Quick Books for efficient and accurate accounting.
- Increased MRI volume 10% resulting in added revenue.
- Restructured administrative and clinical staffs to more efficiently utilize existing talent; recruited and hired Chief Financial Officer and Nursing Director.
- Increased physical therapy capacity creating 5% additional throughput.
- Initiated managed care contract negotiations with Blue Cross and Harvard/Pilgrim Health; projected to increase patient volume by approximately 10% per annum.
- Led \$800,000 renovation to modernize existing real estate and install infrastructure needed for all IT and telephone system upgrades.
- Reorganized executive management structure to optimize clinical and administrative processes; appointed Medical Directors for radiology/MRI and physical therapy to oversee day-to-day accountabilities.
- Negotiated and contracted all practice insurance policies including: Property and Casualty, Directors and Officers, Workers Compensation, Employee Health Insurance, Umbrella Policy and Employee Benefits.
- Defined strategy and led task force for ICD-10 conversion and Meaningful Use Stage 2.

**Vice President, Perioperative Services and Orthopedics—2009 to 2013**

*Perioperative Services, Central Sterile Processing, Department of Anesthesiology, Endoscopy Unit, Department of Orthopedics, Department of Surgery, Department of Otolaryngology, Head and Neck Surgery and Audiology*

**WESTCHESTER MEDICAL CENTER – Valhalla, NY**

Responsible for all business, operational and regulatory requirements including supervision of 400 full-time employees, 26 Operating rooms, 4 Endoscopy suites and 2 Procedure rooms. Managed operating budget in excess of \$80 million covering 15 cost centers with over \$398 million of annual charges.

- Led negotiation for contracts relating to total joint, spine, trauma, LVADs, and all cardiothoracic implants resulting in an annualized savings of over 20%. Spearheaded build-out of additional pediatric operating room accommodating an additional 780 cases; led construction of two additional PACU bays and managed the complete renovation of 13 operating rooms including the addition of a hybrid room. Upgraded McKesson Operating Room Information System to maximize capabilities and interface with CSPD information system; upgraded Abacus CSPD information system to accommodate and incorporate bar code technology and increased throughput capacity via installation of a four chamber tunnel washer.
- Led integration of The Pyxis Profile System and Med-Station, an automated pharmaceutical supply management system expediting and securing the distribution of medication while streamlining costs associated with charge materials within perioperative areas.
- Implemented *Life Wings* program to boost patient safety, reduce medical errors and lower malpractice costs bringing about increased employee satisfaction and reduced nurse turnover.



- Expanded and enhanced Robotic Surgery Program resulting in increased usage by over 200% across three service lines. Initiated the procurement and implementation of the Advisory Board Surgical Compass System to verify and benchmark perioperative data captured in the Operating Room Information System.
- Medical Center leadership and academic roles: Chairman of Laser Safety Committee, Chairman of Value Analysis Committee, Co-Chair of Operating Room Committee, Trainer – LifeWings Program.
- Additional committee memberships: Medical Operations, Medical Executive, MRI Safety, Pain and Palliative Care, Capital Purchasing, Space Allocation, Joint Committee Readiness, Disaster Planning, OR Block Utilization.
- Successfully completed surveys for JCAHO, NYSDOH, ACGME and UNOS. Obtained Center of Excellence awards for bariatric and spine surgery.
- Revised surgical block schedule to maximize utilization and decrease labor expense.
- Led hospital negotiations and contract compliance for outsourced anesthesiology contract including all financial, operational and regulatory issues.
- Collaborate with Chairmen to oversee residency programs in Anesthesiology and Orthopedics.

**Senior Director, Perioperative Services—2006 to 2009**

*Perioperative Services, Department of Anesthesiology, Endoscopy Unit, Emergency Department and Department of Urology*

**SAINT VINCENT'S CATHOLIC MEDICAL CENTER—NEW YORK, N.Y.**

Recruited to drive business and operational initiatives of the perioperative patient care delivery system, to maximize productivity and contain expenses while supporting quality, safety and physician satisfaction. Managed an operating budget of \$45 million for a total of 11 cost centers, 18 operating rooms and supervised 225 full-time employees. Responsible for all regulatory compliance.

- Directed the development and installation of GE Centricity Operating Room Information System.
- Responsible for build-out of the Philips Allura FD20 Surgical Navigation Suite; obtained Certificate of Need, secured financing, negotiated contracts and oversee construction.
- Streamlined operating room materials and inventory management costs resulting in over \$1million in savings.
- Formulated and launched a monthly management program with NYSNA (Nursing Union) to improve communication and enhance productivity for union nurses.
- Managed design and construction of Endoscopic Ultrasound suite, negotiated equipment purchase and oversaw staff acquisition for newly created Pancreatic Center.
- Championed weekly management educational sessions and developed progressive training around the business of medicine to teach basic management skills to newly appointed clinical managers.
- Leadership roles: Co-Chair of the Capital Committee, Co-Chair of the Transportation Committee, Emergency Preparedness Coordinator responsible for hospital disaster planning.
- Managed all aspects of construction for 2 complete operating rooms dedicated to spine and neurosurgical patients.
- Revised surgical blocks in collaboration with clinical Chairman to maximize resources and accommodate growth.
- Analyzed and improved operating room first case starts and turnover times via daily tracking and reporting.
- Coordinated with Chairman to oversee all research and IRB approvals.



- Successfully completed JCAHO, DOH and ACGME surveys.

**Director, Business and Clinical Affairs—2002 to 2006**

*Department of Otorhinolaryngology, Head and Neck Surgery, Audiology and Speech Therapy*

**MONTEFIORE MEDICAL CENTER—BRONX, N.Y.**

Responsible for all financial, operational and regulatory aspects of department for 40 full-time employees, 10 attending and 29 voluntary physicians. Managed an annual operating budget of over \$4 million encompassing 38,000 patient visits.

- Increased department revenue by 36% in three years.
- Directed and managed ACGME accredited Residency program with a total of 20 residents.
- Administered NIH grant budgets of \$1.5 million titled "Reducing Surgical Errors".
- Optimized department workflow, documentation procedures and adherence to safety guidelines resulting in a successful JCAHO survey in 2003.
- Revised all billing, collections and physician accountability for professional revenue cycle.

**Administrator – 1999 to 2002**

*The Spine Institute*

**BETH ISRAEL MEDICAL CENTER—NEW YORK, N.Y.**

Responsible for day-to-day business management, regulatory compliance and oversight of all aspects of orthopedic surgery and physiatrist practices.

- Increased annual revenue by 177% from \$4.8 million in 1998 to \$8.5 million in 2001; increased physicians on staff from five to seven within one year; expanded Spine Institute reach into Westchester County and increased patient referral base.
- Successfully completed JCAHO surveys in 1999 and 2002.
- Developed and launched commercial marketing campaign supported by local cable channels to increase awareness of services offered within the Spine Institute.
- Led the establishment of, and successfully obtained the grants for, the Spine Surgery Research Program.
- Maximized revenue potential through expansion of GME program through billing of Fellow's services.
- Created weekly billing and collections accountability meetings with physicians and billing staff.

**Administrator—1996 to 1998**

*Rehabilitation and Fitness Pavilion*

**LONG BEACH MEDICAL CENTER – LONG BEACH, N.Y.**

- Directed merger implementation and integration of private physical therapy practice with community medical center (250 beds). Developed budget and assisted in development of 10,000 square foot ambulatory facility.
- Reduced \$1.5 million accounts receivable to \$400,000 within 18 months by restructuring the billing and collection operation with an outsourced vendor.



- Led cost savings initiative and operational streamlining for medical practice generating \$1.5 million (gross) per year.
- Responsible for all third-party payer negotiations.
- Assumed all regulatory and compliance oversight for clinical freestanding facility.

**Territory Coordinator—1995 to 1996**

*Provider Relations*

**US HEALTHCARE—UNIONDALE, N.Y.**

- Managed all aspects of designated primary and specialist physician relations with managed care company.
- Responsible for all physician recruitment and retention within geographical territory.

**Education**

**Master of Healthcare Administration, Management and Finance • Cornell University, Ithaca, NY—1995**

**Bachelor of Arts, Psychology • Yale University, New Haven, CT—1993**

-Varsity Football Letterman

**Academic Appointments**

**Assistant Professor, Department of Anesthesiology, New York Medical College, Valhalla, NY**

**Professional Affiliations**

Member, American College of Healthcare Executives

Healthcare Leadership Academy—Healthcare Advisory Board, Washington, DC

Member, Medical Group Management Association

Federal Emergency Management Agency—IS 100, 200, 700, and 800 completed

Member, National Surgical Advisory Committee—MedAssets



## **Andrea M. Berry, D.O.**

~~2021 Littleton Regional Hospital, Littleton, NH, 2020-2021 (603) 883-8131 berryandrea@gmail.com~~

### **QUALIFICATIONS SUMMARY**

- ☐ Professional, dedicated, self-motivated family practitioner with experience in a busy rural family practice office
- ☐ Understanding of medical issues affecting individuals and family dynamic
- ☐ Understanding and implementation of Hospice concept
- ☐ Waivered Substance Use Disorder treatment provider

### **PROFESSIONAL EXPERIENCE**

**Mid-State Health Center**, Plymouth, Bristol, NH, 8/2012-present  
*Family Physician, Substance Use Disorder (Medication Assisted Treatment) provider*  
*Lead clinician of Bristol office, 2/2019-present*

**Newfound Area Nursing Association**, Bristol, NH, 3/2013-present  
*Hospice Medical Director*

**Newfound Area Nursing Association**, Bristol, NH, 5/2014-present  
*Medical Director*

**University of New England College of Osteopathic Medicine**, 8/2015-present  
*Preceptor for third and fourth year medical students for Community Health rotation*

**The Doorway at Littleton Regional Hospital**, Littleton, NH, 1/2020-present  
*Medical Director*  
*SUD treatment provider*

### **EDUCATION**

**University of New England College of Osteopathic Medicine**, Biddeford, ME  
*Doctor of Osteopathic Medicine; 2009*  
W. Hadley Hoyt Award Recipient, 2009

**Seton Hall University**, South Orange, NJ  
*Bachelor of Science, 2003*  
Cum laude  
*Masters of Science, 2005*  
Summa cum laude



#### POSTGRADUATE TRAINING

**PCOM/Heart of Lancaster Regional Medical Center, Lititz, PA**

*Family Medicine Resident, 6/2009 – 6/2012*

Surgery and Pediatrics Department Awards, 2010

Chief Family Medicine Resident, 2011 – 2012

#### LICENSURE AND CERTIFICATION

NH Board of Medicine, 2011-present

BLS Certification, 2009 - present

ACLS Certification, 2009 – 2012

Buprenorphine prescriber certification/DATA2000 Waiver, 2014 - present

#### PROFESSIONAL MEMBERSHIPS

**American College of Osteopathic Family Physicians, 2009 - present**

**American Academy of Family Physicians, 2011 - present**

**American Osteopathic Association, 2005 – present**

#### REFERENCES

*Available upon request*



Tracia O'Shana

~~182 Milligan Road~~  
~~St. Albans, Vermont 05574~~  
~~802-887-0514~~

## Education

Graceland University

1997-1999: Masters in Science of Nursing; Family Nurse Practitioner

Rhode Island College

1988-1992: Bachelor's in Science of Nursing; Minor in Business Administration

## Work Experience

Dartmouth Hitchcock Medical Center

June 2001-June 30, 2020

- \*Surgical inpatient: June 2001-December 2001

- \*Per diem December 2001-January 2003

- \*physical assessments, medication administration, IV management, wound care, nasogastric tube management, tracheostomy care, chest tube management

- \*Gastroenterology and Hepatology: Advance Practice Provider

December 2001-June 2020: Functional Medicine

- \*patient consults

- \*physical assessments

- \*diagnosis

- \*treatment initiation and maintenance

- \*prescriptive authority

- \*testing interpretation

- \*pH capsule placement

- \*esophageal manometry

- \*anal manometry



- \*Leadership Team: Liaison for Advance Practice Providers
- \*2018-2019
- \*Instructor of Medicine

Roger Williams Medical Center  
May 1992-January 1996

\*Surgical oncology: physical assessments, IV management, wound care, medication administration, chemotherapy administration, nasogastric tube management, chest tube management

\*Visiting home health/IV infusion team: per diem

- \*Case management
- \*IV infusion
- \*Physical assessments
- \*Home safety evaluations
- \*Wound care
- \*HHA supervision

Glenclyff Home for the Elderly  
February 1996-February 1997

- \*Charge Nurse
- \*Medication administration and treatments
- \*Case management
- \*LNA supervision

September 1999-June 2001

- \*Director of Nurses

VNA NH/VT

February 1997-August 1999

- \*Case management
- \*Physical assessments
- \*IV infusion care
- \*Wound care
- \*Home safety evaluations
- \*HHA supervision



## **Teaching Experience**

**White Mountains Community College**  
**January 2000-May 2020**

- \*Adjunct Faculty**
  - \*Anatomy and Physiology I and II**
  - \*Human Biology**
  - \*Pharmacology for Medical Assistants**
  - \*Medical Terminology**
  - \*Nutrition**
  - \*Technical Writing**
  - \*Introduction to Human Development**

**Colby-Sawyer College**  
**January 2006-present**

- \*Associate Clinical Nursing Professor: Undergraduate**
  - \*Senior Medical/Surgical Clinical**
  - \*Junior Medical/Surgical Clinical**
  - \*Senior Preceptorship**
  - \*Pharmacology for Nurses**
  - \*Fundamentals/Health Assessment**
- \*Associate Nursing Professor: Graduate Program**
  - \*Advance Pathophysiology**
  - \*Advance Pharmacology**



**Plymouth State University**  
**January 2019-present**

- \*Associate Clinical Nursing Professor**
- \*Senior Preceptorship Coordinator**
- \*Medical/Surgical Course Coordinator**
- \*Fundamentals in Nursing: Clinical**
- \*Community Clinical**
- \*Mental Health Clinical**

**University of Massachusetts**  
**January 2011-May 2015**

- \*Associate Nursing Professor**
- \*Senior Preceptorship**



# Georgia Hadley

## Addictions Counselor

~~████████████████████~~

~~████████████████████~~

~~████████████████████~~

10+ years in the human service and residential mental health fields, combining experience in direct-service, managerial, and administrative roles and responsibilities. 10+ years of experience operating and marketing an online business.

### Key Qualities & Skills

- Excellent written and verbal communication skills
- Efficient and highly self-motivated
- Able to quickly shift gears and juggle priorities in a fast-paced, person-centered environment
- Able to learn and integrate new information quickly as well as disseminate information accurately
- Consistently professional and cheerful demeanor
- Able to build sincere, constructive relationships with clients, co-workers, and community
- Well-versed in a variety of computer applications including client management
- Familiar with both PC and Mac operating systems and applications
- Highly experienced in website administration, social media, and online networking

Authorized to work in the US for any employer

### Work Experience

#### Primary Therapist

Valley Vista - Bradford, VT

April 2017 to Present

3 Provided assessment, intensive individual and group therapy as well as case management services on an inpatient unit of over 40 men with severe substance use disorders. Worked collaboratively with colleagues as member of integrated multidisciplinary clinical team including nursing and psychiatric staff. Interfaced with outpatient providers and corrections personnel to provide multi-faceted support and aftercare planning.

#### Addictions Counselor

BAART Behavioral Health Services

March 2016 to September 2016

2 Provided counseling and case management for 50+ individuals. Assisted clients in self-advocacy, healthcare coordination, access to services and entitlements including social security and Medicaid when applicable. Left position to manage family health crisis.

5/2015-3/2016

#### Substance Abuse Screener/Case Manager, LUND

Embedded in DCF Dept. of Children and Families



## Certifications and Licenses

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**AAP**



**Littleton Regional Healthcare**Key Personnel

<b>August 13, 2021</b>				
Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Jarrett Stern	Vice President	\$234,000	30%	\$75,000/Yr
Andrea Berry, DO	Medical Director - Contract	\$100/hr	100%	\$36,000/Yr
Andrea Berry, DO	MAT Provider	\$100/hr	100%	\$40,000/Yr
Tracia O'Shana, APRN	Nurse Practitioner	\$57/hr	100%	\$118,000/Yr
Georgia Hadley	Clinic Supervisor	\$23/hr	100%	\$47,000/Yr





Lori A. Shibliette  
Commissioner

Katja S. Fox  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES

**DIVISION FOR BEHAVIORAL HEALTH**

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

January 19, 2021

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division for Behavioral Health, to **Retroactively** amend existing **Sole Source** contracts with the vendors listed in **bold** below to continue a statewide system of Doorways that provide access to substance use disorder treatment and recovery services and supports, by exercising renewal options by increasing the total price limitation by \$6,898,532 from \$27,125,987 to \$34,024,519 and by extending the completion dates from September 29, 2020 to September 29, 2021 effective retroactive to September 29, 2020 upon Governor and Council approval. 97.28% Federal and 2.72% Other Funds.

The individual contracts were approved by Governor and Council as specified in the table below.

Vendor Name	Vendor Code	Area Served	Current Amount	Increase/ (Decrease)	New Amount	G&C Approval
<b>Androscoggin Valley Hospital, Inc., Berlin, NH</b>	<b>177220-B002</b>	Berlin	\$1,670,051	\$279,466	\$1,949,517	O: 10/31/18 Item #17A A1: 8/28/19 (Item #10) A2: 6/24/20 (Item #31)
<b>Concord Hospital, Inc., Concord, NH</b>	<b>177653-B003</b>	Concord	\$2,272,793	\$416,001	\$2,688,794	O: 10/31/18 Item #17A A1: 8/28/19 (Item #10) A2: 6/24/20 (Item #31)
<b>Granite Pathways, Concord, NH</b>	<b>228900-B001</b>	Concord	\$6,895,879	\$0	\$6,895,879	O: 10/31/18 (Item #17A) A1: 9/18/19, (Item #20)
<b>Littleton Regional Hospital, Littleton, NH</b>	<b>177162-B011</b>	Littleton	\$1,713,805	\$446,884	\$2,160,689	O: 10/31/18 (Item #17A) A1: 9/18/19, (Item #20) A2: 6/24/20 (Item #31)



LRGHealthcare, Laconia, NH	177161 -B006	Laconia	\$1,987,673	\$329,403	\$2,317,076	O: 10/31/18 (Item #17A) A1: 9/18/19, (Item #20) A2: 6/24/20 (Item #31)
Mary Hitchcock Memorial Hospital, Lebanon, NH	177651 -B001	Lebanon	\$4,349,314	\$0	\$4,349,314	O: 10/31/18 Item #17A A1: 11/14/19 (Item #11) A2: 9/18/19, (Item #20) A3: 6/24/20 (Item #31)
The Cheshire Medical Center, Keene, NH	155405 -B001	Keene	\$1,947,690	\$1,116,050	\$3,063,740	O: 10/31/18 (Item #17A) A1: 9/18/19, (Item #20) A2: 6/24/20 (Item #31)
Wentworth- Douglass, Hospital, Dover, NH	177187 -B001	Dover	\$2,769,452	\$1,339,947	\$4,109,399	O: 10/31/18 (Item #17A) A1: 9/18/19, (Item #20) A2: 6/24/20 (Item #31)
Catholic Medical Center, Manchester, NH	177240 -B003	Greater Manchester	\$1,948,342	\$2,970,781	\$4,919,123	O: 3/11/20 (Item #9A)
Southern New Hampshire Health System, Inc., Nashua, NH	177321 -R004	Greater Nashua	\$1,570,988	\$0	\$1,570,988	O: 3/11/20 (Item #9A)
		Total	\$27,125,987	\$6,898,532	\$34,024,519	

Funds are available in the following accounts for State Fiscal Year 2021, and are anticipated to be available in State Fiscal Years 2022, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

#### EXPLANATION

This request is **Retroactive** because sufficient funds in State Fiscal Year 2021 were not available in the operating budget considering the grant amount awarded, and due to delay by the Substance Abuse and Mental Health Services Administration in approving New Hampshire's requests for continued State Opioid Response Grant funding the efforts to add the state appropriations were deferred. This request is **Sole Source** because the contracts were originally approved as sole source and MOP 150 requires any subsequent amendments to be labelled as sole source.



The purpose of this request is to continue providing services through the Doorways by utilizing unexpended funds from the first round of State Opioid Response funding, adding funding from the second round of State Opioid Response, and adding funding to address the needs of individuals with substance use disorders not covered under State Opioid Response.

Approximately 2,000 individuals will be served from September 30, 2020 to September 29, 2021.

The contractors will continue providing a network of Doorways to ensure every resident in New Hampshire has access to substance use disorder treatment and recovery services in person during typical business hours. Additionally, telephonic services for screening, assessment, and evaluations for substance use disorders are available through the Doorways 24 hours, seven (7) days a week, to ensure no one in New Hampshire has to travel more than 60 minutes to access services.

The Doorways' services provide resources to strengthen existing prevention, treatment, and recovery programs; ensure access to critical services to decrease the number of opioid-related deaths in New Hampshire; and promote engagement in the recovery process. Individuals with substance use disorders other than opioids or stimulants are also being seen and referred to the appropriate services by the Doorways.

The Department will monitor contracted services using the following methods:

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

As referenced in Exhibit C-1 Revisions to Standard Contract Language, Paragraph 3. Renewals, or Exhibit A, Revisions to Standard Contract Provisions, Subsection 1 – Revisions to Form P-37, General Provisions, in the case of Catholic Medical Center and Southern New Hampshire Health System, Inc., of the original contracts the parties have the option to extend the agreements for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for one (1) of the two (2) years available.

Should the Governor and Council not authorize this request, individuals seeking treatment for opioid use disorder may experience difficulty navigating a complex system; may not receive the supports and clinical services they need; and may experience delays in receiving care that negatively impact recovery and increase the risk of relapse.

Areas served: Statewide.

Source of Funds: CFDA #93.788, FAIN #H79TI081685 and H79TI083326.

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

Respectfully submitted,



Lori A. Weaver  
Deputy Commissioner



DEPARTMENT OF HEALTH AND HUMAN SERVICES  
COMMUNITY MENTAL HEALTH CENTER CONTRACT AMENDMENTS  
SFY 2016 FINANCIAL DETAIL

03-95-82-920510-70400000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF HHS: BEHAVIORAL HEALTH DIV OF BUREAU OF DRUG & ALCOHOL SERVICES, STATE OPPIOID RESPONSE GRANT 100% Federal Funds CFDA #93.788 FAIN H79T081685 and H79T083326

Androscoogin Valley

Vendor # 177220

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	\$ 619,850.00	\$ (385,600.00)	\$ 234,250.00
2020	102/500731	Contracts for Program Services	92057040	\$ 848,918.00	\$ (195,933.00)	\$ 652,985.00
2021	102/500731	Contracts for Program Services	92057040	\$ 201,283.00	\$ -	\$ 201,283.00
2021	102/500731	Contracts for Program Services	92057047	\$ -	\$ 181,000.00	\$ 181,000.00
2021	102/500731	Contracts for Program Services	92057048	\$ -	\$ 436,666.00	\$ 436,666.00
2022	102/500731	Contracts for Program Services	92057048	\$ -	\$ 218,333.00	\$ 218,333.00
		Sub Total		\$ 1,670,051.00	\$ 754,466.00	\$ 1,924,517.00

Concord

Vendor # 177653

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	\$ 710,746.00	\$ (447,973.00)	\$ 262,773.00
2020	102/500731	Contracts for Program Services	92057040	\$ 1,325,131.00	\$ -	\$ 1,325,131.00
2021	102/500731	Contracts for Program Services	92057040	\$ 236,916.00	\$ -	\$ 236,916.00
2021	102/500731	Contracts for Program Services	92057047	\$ -	\$ 166,000.00	\$ 166,000.00
2021	102/500731	Contracts for Program Services	92057048	\$ -	\$ 400,000.00	\$ 400,000.00
2022	102/500731	Contracts for Program Services	92057048	\$ -	\$ 200,000.00	\$ 200,000.00
		Sub Total		\$ 2,272,793.00	\$ 318,027.00	\$ 2,590,820.00

Cheshire

Vendor # 155405

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	\$ 615,100.00	\$ (3,813.00)	\$ 611,287.00
2020	102/500731	Contracts for Program Services	92057040	\$ 1,127,557.00	\$ -	\$ 1,127,557.00
2021	102/500731	Contracts for Program Services	92057040	\$ 205,033.00	\$ -	\$ 205,033.00
2021	102/500731	Contracts for Program Services	92057047	\$ -	\$ 229,925.00	\$ 229,925.00
2021	102/500731	Contracts for Program Services	92057048	\$ -	\$ 532,304.00	\$ 532,304.00
2022	102/500731	Contracts for Program Services	92057048	\$ -	\$ 266,152.00	\$ 266,152.00
		Sub Total		\$ 1,947,690.00	\$ 1,024,368.00	\$ 2,972,058.00



DEPARTMENT OF HEALTH AND HUMAN SERVICES  
COMMUNITY MENTAL HEALTH CENTER CONTRACT AMENDMENTS  
SFY 2016 FINANCIAL DETAIL

Granite Pathways Manchester

Vendor #228900

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	\$ 1,331,471.00	\$ -	\$ 1,331,471.00
2020	102/500731	Contracts for Program Services	92057040	\$ 2,349,699.00	\$ -	\$ 2,349,699.00
2021	102/500731	Contracts for Program Services	92057040	\$ -	\$ -	\$ -
2021	102/500731	Contracts for Program Services	92057040	\$ -	\$ -	\$ -
2021	102/500731	Contracts for Program Services	92057040	\$ -	\$ -	\$ -
2022	102/500731	Contracts for Program Services	92057048	\$ -	\$ -	\$ -
		Sub Total		\$ 3,681,170.00	\$ -	\$ 3,681,170.00

Granite Pathways Nashua

Vendor # 228900

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	\$ 1,348,973.00	\$ -	\$ 1,348,973.00
2020	102/500731	Contracts for Program Services	92057040	\$ 1,865,736.00	\$ -	\$ 1,865,736.00
2021	102/500731	Contracts for Program Services	92057040	\$ -	\$ -	\$ -
2021	102/500731	Contracts for Program Services	92057040	\$ -	\$ -	\$ -
2021	102/500731	Contracts for Program Services	92057040	\$ -	\$ -	\$ -
2022	102/500731	Contracts for Program Services	92057048	\$ -	\$ -	\$ -
		Sub Total		\$ 3,214,709.00	\$ -	\$ 3,214,709.00

Littleton Regional

Vendor # 177162

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	\$ 627,250.00	\$ (388,115.00)	\$ 239,135.00
2020	102/500731	Contracts for Program Services	92057040	\$ 882,805.00	\$ -	\$ 882,805.00
2021	102/500731	Contracts for Program Services	92057040	\$ 203,750.00	\$ -	\$ 203,750.00
2021	102/500731	Contracts for Program Services	92057047	\$ -	\$ 175,000.00	\$ 175,000.00
2021	102/500731	Contracts for Program Services	92057048	\$ -	\$ 423,333.00	\$ 423,333.00
2022	102/500731	Contracts for Program Services	92057048	\$ -	\$ 211,666.00	\$ 211,666.00
		Sub Total		\$ 1,713,805.00	\$ 421,884.00	\$ 2,135,689.00

LRGHealthcare

Vendor # 177161

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	\$ 615,000.00	\$ (115,000.00)	\$ 500,000.00
2020	102/500731	Contracts for Program Services	92057040	\$ 1,167,673.00	\$ (525,559.00)	\$ 642,114.00
2021	102/500731	Contracts for Program Services	92057040	\$ 205,000.00	\$ -	\$ 205,000.00
2021	102/500731	Contracts for Program Services	92057047	\$ -	\$ 178,000.00	\$ 178,000.00
2021	102/500731	Contracts for Program Services	92057048	\$ -	\$ 430,000.00	\$ 430,000.00
2022	102/500731	Contracts for Program Services	92057048	\$ -	\$ 215,000.00	\$ 215,000.00
		Sub Total		\$ 1,987,673.00	\$ 182,441.00	\$ 2,170,114.00



DEPARTMENT OF HEALTH AND HUMAN SERVICES  
COMMUNITY MENTAL HEALTH CENTER CONTRACT AMENDMENTS  
SFY 2016 FINANCIAL DETAIL

Mary Hinchcock

Vendor # 177160

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	\$ 1,390,247.00		\$ 1,390,247.00
2020	102/500731	Contracts for Program Services	92057040	\$ 2,575,109.00		\$ 2,575,109.00
2021	102/500731	Contracts for Program Services	92057040	\$ 383,958.00		\$ 383,958.00
2021	102/500731	Contracts for Program Services	92057047	\$ -		\$ -
2021	102/500731	Contracts for Program Services	92057048	\$ -		\$ -
2022	102/500731	Contracts for Program Services	92057048	\$ -		\$ -
		Sub Total		\$ 4,349,314.00	\$ -	\$ 4,349,314.00

Wentworth Douglass

Vendor # 177187

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	\$ 722,025.00	\$ (184,962.00)	\$ 537,063.00
2020	102/500731	Contracts for Program Services	92057040	\$ 1,806,752.00		\$ 1,806,752.00
2021	102/500731	Contracts for Program Services	92057040	\$ 240,675.00		\$ 240,675.00
2021	102/500731	Contracts for Program Services	92057047		\$ 299,000.00	\$ 299,000.00
2021	102/500731	Contracts for Program Services	92057048		\$ 691,360.00	\$ 691,360.00
2022	102/500731	Contracts for Program Services	92057048		\$ 345,680.00	\$ 345,680.00
		Sub Total		\$ 2,769,452.00	\$ 1,151,078.00	\$ 3,920,530.00

Catholic Medical Center

Vendor # 177240

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	\$ -	\$ -	\$ -
2020	102/500731	Contracts for Program Services	92057040	\$ 1,223,728.00	\$ (878,709.00)	\$ 345,019.00
2021	102/500731	Contracts for Program Services	92057040	\$ 724,614.00		\$ 724,614.00
2021	102/500731	Contracts for Program Services	92057047	\$ -	\$ 802,501.00	\$ 802,501.00
2021	102/500731	Contracts for Program Services	92057048	\$ -	\$ 1,846,000.00	\$ 1,846,000.00
2022	102/500731	Contracts for Program Services	92057048	\$ -	\$ 923,000.00	\$ 923,000.00
		Sub Total		\$ 1,948,342.00	\$ 2,692,792.00	\$ 4,641,134.00

Southern New Hampshire Health Systems, Inc.

Vendor # 177321

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	\$ -		\$ -
2020	102/500731	Contracts for Program Services	92057040	\$ 1,048,716.00		\$ 1,048,716.00
2021	102/500731	Contracts for Program Services	92057040	\$ 522,272.00		\$ 522,272.00
2021	102/500731	Contracts for Program Services	92057047	\$ -		\$ -
2021	102/500731	Contracts for Program Services	92057048	\$ -		\$ -
2022	102/500731	Contracts for Program Services	92057048	\$ -		\$ -
		Sub Total		\$ 1,570,988.00	\$ -	\$ 1,570,988.00
		Total SOR		\$ 27,125,897.00	\$ 6,045,256.00	\$ 33,171,153.00



DEPARTMENT OF HEALTH AND HUMAN SERVICES  
COMMUNITY MENTAL HEALTH CENTER CONTRACT AMENDMENTS  
SFY 2016 FINANCIAL DETAIL

05-05-92-920510-33820000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF  
DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)

Vendor # 177220

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2021	102/500731	Contracts for Program Services	92058501	\$ -	\$ 18,750.00	\$ 18,750.00
2022	102/500731	Contracts for Program Services	92058501	\$ -	\$ 6,250.00	\$ 6,250.00
		Sub Total		\$ -	\$ 25,000.00	\$ 25,000.00

Vendor # 177853

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2021	102/500731	Contracts for Program Services	92058501	\$ -	\$ 73,481.00	\$ 73,481.00
2022	102/500731	Contracts for Program Services	92058501	\$ -	\$ 24,493.00	\$ 24,493.00
		Sub Total		\$ -	\$ 97,974.00	\$ 97,974.00

Vendor # 155405

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2021	102/500731	Contracts for Program Services	92058501	\$ -	\$ 68,612.00	\$ 68,612.00
2022	102/500731	Contracts for Program Services	92058501	\$ -	\$ 22,870.00	\$ 22,870.00
		Sub Total		\$ -	\$ 91,482.00	\$ 91,482.00

Vendor # 177182

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2021	102/500731	Contracts for Program Services	92058501	\$ -	\$ 18,750.00	\$ 18,750.00
2022	102/500731	Contracts for Program Services	92058501	\$ -	\$ 6,250.00	\$ 6,250.00
		Sub Total		\$ -	\$ 25,000.00	\$ 25,000.00

Vendor # 177181

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2021	102/500731	Contracts for Program Services	92058501	\$ -	\$ 110,222.00	\$ 110,222.00
2022	102/500731	Contracts for Program Services	92058501	\$ -	\$ 36,740.00	\$ 36,740.00
		Sub Total		\$ -	\$ 146,962.00	\$ 146,962.00

Vendor # 177160

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2021	102/500731	Contracts for Program Services	92058501	\$ -	\$ -	\$ -
2022	102/500731	Contracts for Program Services	92058501	\$ -	\$ -	\$ -
		Sub Total		\$ -	\$ -	\$ -

Vendor # 177187

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2021	102/500731	Contracts for Program Services	92058501	\$ -	\$ 141,652.00	\$ 141,652.00
2022	102/500731	Contracts for Program Services	92058501	\$ -	\$ 47,217.00	\$ 47,217.00
		Sub Total		\$ -	\$ 188,869.00	\$ 188,869.00



DEPARTMENT OF HEALTH AND HUMAN SERVICES  
COMMUNITY MENTAL HEALTH CENTER CONTRACT AMENDMENTS  
SFY 2016 FINANCIAL DETAIL

Catholic Medical Center

Vendor # 177240

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2021	102/500731	Contracts for Program Services	92058501	\$ -	\$ 208,492.00	\$ 208,492.00
2022	102/500731	Contracts for Program Services	92058501	\$ -	\$ 69,497.00	\$ 69,497.00
		Sub Total		\$ -	\$ 277,989.00	\$ 277,989.00

Southern New Hampshire Health Systems, Inc.

Vendor # 177321

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2021	102/500731	Contracts for Program Services	92058501	\$ -		\$ -
2022	102/500731	Contracts for Program Services	92058501	\$ -		\$ -
		Sub Total		\$ -		\$ -
		Total Gov Commission		\$ -	\$ 853,276.00	\$ 853,276.00
		Total All		\$ 27,125,987.00	\$ 6,858,532.00	\$ 34,024,519.00





**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**

**State of New Hampshire  
Department of Health and Human Services  
Amendment #3 to the Access and Delivery Hub for Opioid Use Disorder Services Contract**

This 3<sup>rd</sup> Amendment to the Access and Delivery Hub for Opioid Use Disorder Services contract (hereinafter referred to as "Amendment #3") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Littleton Hospital Association d.b.a. Littleton Regional Healthcare, (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 600 Saint Johnsbury Road, Littleton, NH 03561.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on October 31, 2018 (Item #17A), as amended on September 18, 2019, (Item #20), and on June 24, 2020, (Item #31) the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Paragraph 3. Renewal, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:  
September 29, 2021.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$2,160,689.
3. Modify Exhibit A Amendment #1, Scope of Services, by replacing in its entirety with Exhibit A Amendment #3, Scope of Services, in order to update all references to current funding sources and related requirements, which is attached hereto and incorporated by reference herein.
4. Modify Exhibit B Amendment #1, Methods and Conditions Precedent to Payment, by replacing in its entirety with Exhibit B Amendment #3, Methods and Conditions Precedent to Payment, in order to bring payment terms into compliance with current Department of Administrative Services Manual of Procedures standards, which is attached hereto and incorporated by reference herein.
5. Modify Exhibit B-1 Budget by reducing the total budget amount by \$388,115, which is identified as unspent funding of which \$175,000 is being carried forward to fund the activities in this Agreement for SFY 21 (September 30, 2020 through December 31, 2020), as specified in Exhibit B-4 Amendment #3 NCE; and of which \$213,115 is being carried forward to fund the activities in this Agreement for SFY 21 (January 1, 2021 through June 30, 2021) as specified, in part, in Exhibit B-6 Amendment #3.
6. Add Exhibit B-4 Amendment #3 NCE, which is attached hereto and incorporated by reference herein.
7. Add Exhibit B-5 Amendment #3 GovComm, which is attached hereto and incorporated by reference herein.
8. Add Exhibit B-6 Amendment #3 SOR II, which is attached hereto and incorporated by reference herein.
9. Add Exhibit B-7 Amendment #3 GovComm, which is attached hereto and incorporated by

Littleton Hospital Association d.b.a.  
Littleton Regional Healthcare

Amendment #3

Contractor Initials

DS  
RN





**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**

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reference herein.

10. Add Exhibit B-8 Amendment #3 SOR II, which is attached hereto and incorporated by reference herein.





**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**

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All terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #3 remain in full force and effect. This amendment shall be effective September 29, 2020, upon Governor and Executive Council approval.

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

State of New Hampshire  
Department of Health and Human Services

12/17/2020

Date

DocuSigned by:

Katja Fox

207003804CPS007

Name: Katja Fox

Title: Director

Littleton Hospital Association d.b.a. Littleton Regional  
Healthcare

12/16/2020

Date

DocuSigned by:

Robert Nutter

207003804CPS007

Name: Robert Nutter

Title: President & CEO





**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**

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

**OFFICE OF THE ATTORNEY GENERAL**

12/17/2020

Date

DocuSigned by:

A handwritten signature in black ink, appearing to read "C. Pinos", written over a horizontal line.

Name: Catherine Pinos

Title: Attorney

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

**OFFICE OF THE SECRETARY OF STATE**

Date

Name:

Title:



New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services



**EXHIBIT A – Amendment #3.**

**Scope of Services**

**1. Provisions Applicable to All Services**

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. All Exhibits B Amendment #3 through K are attached hereto and incorporated by reference herein.

**2. Statement of Work**

- 2.1. The Contractor shall develop, implement and operationalize a regional Access and Delivery Hub for Opioid Use Disorder (from herein referred to as the "Doorway") for substance use disorder (SUD) treatment and recovery support service access in accordance with the terms and conditions approved by Substance Abuse and Mental Health Services Administration (SAMHSA) for the State Opioid Response (SOR) grant.
- 2.2. The Contractor shall provide residents in the Littleton Region with access to referrals to SUD treatment and recovery support services and other health and social services.
- 2.3. The Contractor shall participate in technical assistance, guidance, and oversight activities, as directed by the Department, for continued development and enhancement of Doorway services.
- 2.4. The Contractor shall collaborate with the Department to assess capacity and resource needs, as evidenced by a feasibility and sustainability plan, to provide services either directly, or indirectly through a professional services agreement approved by the Department, that include, but are not limited to:
  - 2.4.1. Care coordination to support evidence-based medication assisted treatment (MAT) induction services consistent with the principles of the Medication First model.
  - 2.4.2. Coordination of outpatient and inpatient SUD services, in accordance with the American Society of Addiction Medicine (ASAM).
  - 2.4.3. Coordination of services and support outside of Doorway operating hours specified in Paragraph 3.1.1., while awaiting intake with the Doorway.

SS-2019-BDAS-05-ACCES-07-A03

Littleton Hospital Association d.b.a.  
Littleton Regional Healthcare

Contractor Initials RN

Date 12/16/2020



New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services



**EXHIBIT A – Amendment #3**

2.4.4. Expanding provisions for Core Doorway services to additional eligible SOR populations, as defined in Paragraph 4.2.1.

2.5. The Contractor shall collaborate with the Department, throughout the contract period, to identify gaps in financial and staffing resources required in Section 5. Staffing.

2.6. The Contractor shall ensure formalized coordination with 2-1-1 NH and other agencies and community-based programs that make up the components of the Doorway System to ensure services and supports are available to individuals after Doorway operating hours. The Contractor shall ensure coordination includes, but is not limited to:

2.6.1. Establishing a Qualified Services Arrangement (QSA) or Memorandum of Understanding (MOU) for after hour services and supports, which includes but are not limited to:

2.6.1.1. A process that ensures a client's preferred Doorway receives information on the client, outcomes, and events for continued follow-up.

2.6.1.2. A process for sharing information about each client to allow for prompt follow-up care and supports, in accordance with applicable state and federal requirements, that includes but is not limited to:

2.6.1.2.1. Any locations to which the client was referred for respite care or housing.

2.6.1.2.2. Other services offered or provided to the client.

2.6.2. Collaborating with the Department to:

2.6.2.1. Implement a centralized closed loop referral system, utilizing the technology solution procured by the Department in order to improve care coordination and client outcomes.

2.6.2.2. Develop a plan no later than December 2020 identifying timelines and requirements for implementing the closed loop referral system.

2.6.3. Enabling the sharing of information and resources, which include, but are not limited to:

2.6.3.1. Patient demographics.

2.6.3.2. Referrals made, accepted, and outstanding.

2.6.3.3. Services rendered.



New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services



**EXHIBIT A – Amendment #3**

- 2.6.3.4. Identification of resource providers involved in each client's care.
- 2.7. The Contractor, with the assistance of the Department, shall establish formalized agreements to enroll and contract with:
- 2.7.1. Medicaid Managed Care Organizations (MCO) to coordinate case management efforts on behalf of the client.
  - 2.7.2. Private insurance carriers to coordinate case management efforts on behalf of the client.
- 2.8. The Contractor shall create policies relative to obtaining patient consent for disclosure of protected health information, as required by state administrative rules and federal and state laws, for agreements reached with MCOs and private insurance carriers as outlined in Subsection 2.7.
- 2.9. The Contractor shall develop a Department-approved conflict of interest policy related to Doorway services and referrals to SUD treatment and recovery supports and services programs funded outside of this contract that maintains the integrity of the referral process and client choice in determining placement in care.
- 2.10. The Contractor shall participate in regularly scheduled learning and educational sessions with other Doorways that are hosted, and/or recommended, by the Department.
- 2.11. The Contractor shall convene or participate in regional community partner meetings to provide information and receive feedback regarding the Doorway services. The Contractor shall:
- 2.11.1. Ensure regional community partners include, but are not limited to:
    - 2.11.1.1. Municipal leaders.
    - 2.11.1.2. Regional Public Health Networks.
    - 2.11.1.3. Continuum of Care Facilitators.
    - 2.11.1.4. Health care providers.
    - 2.11.1.5. Social services providers.
    - 2.11.1.6. Other stakeholders, as appropriate.
  - 2.11.2. Ensure meeting agendas include, but are not limited to:
    - 2.11.2.1. Receiving input on successes of services.



New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services



**EXHIBIT A – Amendment #3**

- 2.11.2.2. Sharing challenges experienced since the last regional community partner meeting.
- 2.11.2.3. Sharing methods and actions that can be taken to improve transitions and process flows.
- 2.11.3. Provide meeting minutes to partners and the Department no later than ten (10) days following each community partners meetings.
- 2.12. The Contractor shall inform the Department of the regional goals to be included in the future development of needs assessments the Contractor and its regional partners have during the contract period, including, but not limited to, goals pertaining to:
  - 2.12.1. Naloxone use.
  - 2.12.2. Enhanced coverage and services to enable reduced Emergency Room use.
  - 2.12.3. Reducing overdose related fatalities.
- 3. **Scope of Work for Doorway Activities**
  - 3.1. The Contractor shall ensure that, unless an alternative schedule for the Doorway to meet the needs of the community is proposed and approved by the Department, the Doorway provides, in one (1) location, at a minimum:
    - 3.1.1. Hours of operation that includes:
      - 3.1.1.1. 8:00 am to 5:00 pm Monday through Friday.
      - 3.1.1.2. Expanded hours as agreed to by the Department.
    - 3.1.2. A physical location for clients to receive face-to-face services, ensuring any request for a change in location is submitted to the Department no later than thirty (30) days prior to the requested move for Department approval.
    - 3.1.3. Telehealth services consistent with guidelines set forth by the Department.
    - 3.1.4. Telephonic services for calls referred to the Doorway by 2-1-1 NH.
    - 3.1.5. Initial intake and screening to assess an individual's potential need for Doorway services.
    - 3.1.6. Crisis intervention and stabilization counseling services provided by a licensed clinician for any individual in an acute Opioid Use Disorder (OUD)-related crisis who requires immediate non-emergency intervention. If the individual is calling rather than physically presenting at the Doorway, the Contractor shall ensure services include, but are not limited to:



New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services



**EXHIBIT A – Amendment #3**

- 3.1.6.1. Directing callers to dial 911 if a client is in imminent danger or there is an emergency.
- 3.1.6.2. If the client is unable or unwilling to call 911, the Doorway shall immediately contact emergency or mobile crisis services.
- 3.1.7. Clinical evaluations that include:
  - 3.1.7.1. Evaluations of all ASAM Criteria (ASAM, October 2013), domains.
  - 3.1.7.2. A level of care recommendation based on ASAM Criteria (October 2013).
  - 3.1.7.3. Identification of client strengths and resources that can be used to support treatment and recovery.
- 3.1.8. Development of a clinical service plan in collaboration with the client based on the clinical evaluation referenced in Subsection 3.1.8. The Contractor shall ensure the clinical service plan includes, but is not limited to:
  - 3.1.8.1. Determination of an initial ASAM level of care.
  - 3.1.8.2. Identification of any needs the client may have relative to supportive services including, but not limited to:
    - 3.1.8.2.1. Physical health needs.
    - 3.1.8.2.2. Mental health and other behavioral health needs.
    - 3.1.8.2.3. Peer recovery support services needs.
    - 3.1.8.2.4. Social services needs.
    - 3.1.8.2.5. Criminal justice needs that include Corrections, Drug Court, and Division for Children, Youth, and Families (DCYF) matters.
  - 3.1.8.3. A plan for addressing all areas of need identified in Paragraph 3.1.8. by determining goals that are patient-centered, specific, measurable, attainable, realistic, and timely (SMART goals).
  - 3.1.8.4. Plans for referrals to external providers to offer interim services, when the level of care identified in Paragraph 3.1.8. is not available to the client within forty-eight (48) hours of service plan development, which are defined as:
    - 3.1.8.4.1. A minimum of one (1) sixty (60) minute individual or group outpatient session per week; and/or



New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services



**EXHIBIT A – Amendment #3**

- 3.1.8.4.2. Recovery support services, as needed by the client; and/or
- 3.1.8.4.3. Daily calls to the client to assess and respond to any emergent needs; and/or
- 3.1.8.4.4. Respite shelter while awaiting treatment and recovery services.
- 3.1.9. A staff person, which can be a licensed clinician, Certified Recovery Support Worker (CRSW), or other non-clinical support staff; capable of assisting specialty populations with accessing services that may have additional entry points to services or specific eligibility criteria. Specialty populations include, but are not limited to:
  - 3.1.9.1. Veterans and service members.
  - 3.1.9.2. Pregnant, postpartum, and parenting women.
  - 3.1.9.3. DCYF involved families.
  - 3.1.9.4. Individuals at-risk of or with HIV/AIDS.
  - 3.1.9.5. Adolescents.
- 3.1.10. Facilitated referrals to SUD treatment and recovery support and other health and social services, which shall include, but not be limited to:
  - 3.1.10.1. Developing and implementing adequate consent policies and procedures for client-level data sharing and shared care planning with external providers, in accordance with HIPAA and 42 CFR Part 2.
  - 3.1.10.2. Determining referrals based on the service plan developed in Paragraph 3.1.8.
  - 3.1.10.3. Assisting clients with obtaining services with the provider agency, as appropriate.
  - 3.1.10.4. Contacting the provider agency on behalf of the client, as appropriate.
  - 3.1.10.5. Assisting clients with meeting the financial requirements for accessing services including, but not limited to:
    - 3.1.10.5.1. Identifying sources of financial assistance for accessing services and supports.



New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services



**EXHIBIT A – Amendment #3**

3.1.10.5.2. Providing assistance with accessing financial assistance including, but not limited to:

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

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

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

3.1.10.5.3. When no other payer is available, assisting clients with accessing services by maintaining a flexible needs fund specific to the Doorway region that supports clients who meet the eligibility criteria for assistance under a Department-approved Flexible Needs Fund Policy with their financial needs, which may include, but are not limited to:

3.1.10.5.3.1. Transportation for eligible clients to and from recovery-related medical appointments, treatment programs, and other locations;

3.1.10.5.3.2. Childcare to permit an eligible client who is a parent or caregiver to attend recovery-related medical appointments, treatment programs, and other appointments;

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

3.1.10.5.3.4. Provision of light snacks, not to exceed three dollars (\$3.00) per eligible client;

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



New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services



**EXHIBIT A – Amendment #3**

3.1.10.5.3.6. Other uses preapproved in writing by the Department.

3.1.10.5.4. Assisting individuals in need of respite shelter resources while awaiting treatment and recovery services using available resources consistent with the Department's guidance. The Contractor shall:

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

3.1.10.5.4.1.1. A Doorway client;

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

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

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

3.1.11.1. Ongoing assessment of the clinical evaluation in Paragraph 3.1.8. for individuals to ensure the appropriate levels of care and supports identified are appropriate and revising the levels of care based on response to receiving interim services and supports.

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

3.1.11.3. Supporting clients with meeting the admission, entrance, and intake requirements of the provider agency.

3.1.11.4. Ongoing follow-up and support of clients engaged in services in collaboration or consultation with the client's external service



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provider(s) until a discharge Government Performance and Results Act (GPRA) interview is completed. The Contractor shall ensure follow-up and support includes, but is not limited to:

3.1.11.4.1. Attempting to contact each client at a minimum, once per week until the discharge GPRA interview is completed, according to the following guidelines:

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

3.1.11.4.1.2. If the attempt in Unit 3.1.12.4.1. is not successful, attempt a second contact, as necessary, by telephone, in person or by an alternative method approved by the Department at such a time when the client would normally be available no sooner than two (2) business days and no later than three (3) business days after the first attempt.

3.1.11.4.1.3. If the attempt in Subunit 3.1.12.4.1.2. is not successful, attempt a third contact, as necessary, by telephone, in person or by an alternative method approved by the Department at such a time when the client would normally be available, no sooner than two (2) business days and no later than three (3) business days after the second attempt.

3.1.11.4.1.4. Documenting all efforts of contact in a manner approved by the Department.

3.1.11.5. When the follow-up in Subparagraph 3.1.12.4. results in a determination that the individual is at risk of self-harm, the Contractor shall proceed in alignment with best practices for the prevention of suicide.



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- 3.1.11.6. When possible, client contact and outreach shall be conducted in coordination and consultation with the client's external service provider to ensure continuous communication and collaboration between the Doorway and service provider.
- 3.1.11.7. Each successful contact shall include, but not be limited to:
  - 3.1.11.7.1.1. Inquiring on the status of each client's recovery and experience with their external service provider.
  - 3.1.11.7.1.2. Identifying client needs.
  - 3.1.11.7.1.3. Assisting the client with addressing needs, as identified in Part 3.1.11.5.3.
  - 3.1.11.7.1.4. Providing early intervention to clients who have relapsed or whose recovery is at risk.
- 3.1.11.8. Collecting and documenting attempts to collect client-level data at multiple intervals including, but not limited to ensuring the GPRA Interview tool is completed and entered into the SAMHSA's Performance Accountability and Reporting System (SPARS), at a minimum:
  - 3.1.11.8.1. At intake or no later than seven (7) calendar days after the GPRA interview is conducted.
  - 3.1.11.8.2. Six (6) months post intake into Doorway services.
  - 3.1.11.8.3. Upon discharge from the initially referred service.
- 3.1.11.9. Documenting any loss of contact in the SPARS system using the appropriate process and protocols as defined by SAMHSA through technical assistance provided under the SOR grant.
- 3.1.11.10. Ensuring contingency management strategies are utilized to increase client engagement in follow-up GPRA interviews, which may include, but are not limited to gift cards provided to clients for follow-up participation at each follow-up interview, which shall not exceed thirty dollars (\$30) in value, ensuring payments are not used to incentivize participation in treatment.
- 3.1.11.11. Assisting individuals who are unable to secure financial resources, with enrollment in public or private insurance programs including but not limited to New Hampshire Medicaid, Medicare,



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and or waiver programs within fourteen (14) calendar days after intake.

3.1.11.12. Providing Naloxone purchase, distribution, information, and training to individuals and organizations who meet the eligibility criteria for receiving kits under the Department's Naloxone Distribution Policy.

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

3.3. The Contractor shall provide services in accordance with:

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

3.3.2. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice.

3.3.3. The four (4) recovery domains, as described by the International Credentialing and Reciprocity Consortium.

3.3.4. TIP 27: Comprehensive Case Management for Substance Abuse Treatment.

3.4. The Contractor shall have policies and procedures that allow them to accept referrals and evaluations from SUD treatment and other service providers that include the utilization of the closed loop referral system procured by the Department.

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

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

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

3.6. The Contractor shall provide written policies and the formalized agreements to the Department for review and approval within twenty (20) business days of the contract effective date and thereafter when new agreements are entered into, policies are adopted, or when information is requested by the Department that include, but not limited to:

3.6.1. Privacy notices and consent forms.

3.6.2. Conflict of interest and financial assistance documentation.

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- 3.6.3. Shelter vouchers.
- 3.6.4. Referrals and evaluation from other providers.
- 3.6.5. Complaints.
- 3.6.6. Grievances.
- 3.6.7. Formalized agreements with community partners and other agencies that include, but are not limited to:
  - 3.6.7.1. 2-1-1 NH.
  - 3.6.7.2. Other Doorway partners.
  - 3.6.7.3. Providers and supports available after normal Doorway operating hours.

**4. Subcontracting for the Doorways**

- 4.1. The Doorway shall submit all subcontracts the Doorway proposes to enter into for services funded through this contract to the Department for approval prior to execution.
- 4.2. The Doorway may subcontract, with prior approval of the Department, for support and assistance in providing core Doorway services, which include:
  - 4.2.1. Screening;
  - 4.2.2. Assessment;
  - 4.2.3. Evaluation;
  - 4.2.4. Referral;
  - 4.2.5. Continuous case management;
  - 4.2.6. GPRA data completion; and
  - 4.2.7. Naloxone distribution.
- 4.3. The Doorway shall at all times be responsible for continuous oversight of, and compliance with, all Core Doorway services and shall be the single point of contact with the Department for those Core services.
- 4.4. Any subcontract for support and assistance in providing Core Doorway services shall ensure that the patient experience is consistent across the continuum of Core Doorway services and the subcontracted entities and personnel are at all times acting, in name and in fact, as agents of the Doorway. The Doorway shall consolidate Core Doorway services, to the greatest extent practicable, in a single location.



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- 4.5. The Doorway may collaborate with the Department to identify and obtain the services of an agent to handle the fiscal and administrative processes for payment of flexible needs funds, ensuring all uses of flexible needs funds are approved by the Doorway, in accordance with approved policies.

**5. Staffing**

- 5.1. The Contractor shall ensure staff during regular hours of operation includes, at a minimum:
- 5.1.1. One (1) clinician with the ability to provide clinical evaluations for ASAM level of care placement, in-person or telephonically.
  - 5.1.2. One (1) CRSW with the ability to fulfill recovery support and care coordination functions.
  - 5.1.3. One (1) staff person, who can be a licensed clinician, CRSW, or other non-clinical support staff, capable of aiding specialty populations as outlined in Paragraph 3.1.7.
- 5.2. The Contractor shall ensure sufficient staffing levels appropriate for the services provided and the number of clients served based on available staffing and the budget established for the Doorway.
- 5.3. The Contractor may provide alternative staffing, either temporary or long-term, for Department approval, thirty (30) calendar days before making the change to staffing.
- 5.4. The Contractor shall ensure all unlicensed staff providing treatment, education or recovery support services are directly supervised by a licensed supervisor.
- 5.5. The Contractor shall ensure no licensed supervisor supervises more than twelve (12) unlicensed staff unless the Department has approved an alternative supervision plan.
- 5.6. The Contractor shall ensure peer clinical supervision is provided for all clinicians including, but not limited to:
- 5.6.1. Weekly discussion of cases with suggestions for resources or alternative approaches.
  - 5.6.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision.
- 5.7. The Contractor shall ensure staff meet all training requirements, which may be satisfied through existing licensure requirements and/or Department-approved alternative training curriculums or certifications and include, but are not limited to:

- 5.7.1. For all clinical staff:

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- 5.7.1.1. Suicide prevention and early warning signs.
- 5.7.1.2. The 12 Core Functions of the Alcohol and Other Drug Counselor.
- 5.7.1.3. The standards of practice and ethical conduct, with particular emphasis given to the individual's role and appropriate responsibilities, professional boundaries, and power dynamics.
- 5.7.1.4. An approved course on the twelve (12) core functions and The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice within twelve (12) months of hire.
- 5.7.1.5. A Department-approved ethics course within twelve (12) months of hire.
- 5.7.2. For recovery support staff and other non-clinical staff working directly with clients:
  - 5.7.2.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee.
  - 5.7.2.2. The standards of practice and ethical conduct, with particular emphasis given to the individual's role and appropriate responsibilities, professional boundaries, and power dynamics, and confidentiality safeguards in accordance with HIPAA and 42 CFR Part 2, and state rules and laws.
  - 5.7.2.3. The four (4) recovery domains as described by the International Credentialing and Reciprocity Consortium
  - 5.7.2.4. An approved ethics course within twelve (12) months of hire.
- 5.7.3. Ensuring all recovery support staff and clinical staff receive annual continuous education regarding SUD.
- 5.7.4. Providing in-service training to all staff involved in client care within fifteen (15) business days of the contract effective date, or the staff person's start date, on the following:
  - 5.7.4.1. The contract requirements.
  - 5.7.4.2. All other relevant policies and procedures provided by the Department.
- 5.8. The Contractor shall provide staff, subcontractors, or end users as defined in Exhibit K with periodic training in practices and procedures to ensure compliance with information



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security, privacy or confidentiality in accordance with state administrative rules and state and federal laws.

**5.9. The Contractor shall notify the Department in writing:**

5.9.1. Within one (1) week of hire of a new administrator, coordinator or any staff person essential to meeting the terms and conditions of this contract.

5.9.2. Within seven (14) calendar days when there is not sufficient staffing to perform all required services for more than one (1) month.

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

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

**6. Records.**

6.1. The Contractor shall maintain the following records, to be provided to the Department upon request:

6.1.1. Books, records, documents and other electronic or physical data evident of all expenses incurred, and all income received by the Contractor related to Exhibit A, Scope of Services.

6.1.2. All records shall be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all costs and expenses, and are acceptable to the Department, 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.

6.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, 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.

6.1.4. Medical records on each patient/recipient of services.

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**7. Health Insurance Portability and Accountability Act and Confidentiality:**

- 7.1. The Contractor is a covered entity as defined under the Health Insurance Portability and Accountability Act (HIPAA), 45 CFR 160, 162 and 164, and shall comply with all confidentiality requirements and safeguards set forth in state and federal law and rules. The Contractor is also a SUD provider as defined under 42 CFR Part 2 and shall safeguard confidential information as required. The Contractor shall ensure compliance with all consent and notice requirements prohibiting the redisclosure of confidential information in accordance with 42 CFR Part 2.
- 7.2. All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the disclosure of any protected health information shall be in accordance with the regulatory provisions of HIPAA, 42 CFR Part 2, and applicable state and federal laws and rules. Further, the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, their attorney or guardian. Notwithstanding anything to the contrary contained herein, the covenants and conditions contained in this Section 7. of Exhibit A, Scope of Services shall survive the termination of the Contract for any reason whatsoever.

**8. Reporting Requirements.**

- 8.1. The Contractor shall comply with all aspects of the Department of Health and Human Services Bureau of Quality Assurance and Improvement Sentinel Event Reporting and Review Policy PO.1003 (referred to as PO. 1003), effective April 24, 2019, and any subsequent versions and/or amendments.
- 8.2. The Contractor shall report to the Department of Health and Human Services Bureau of Drug and Alcohol Services within twenty-four (24) hours and follow up with written documentation submitted to the Bureau of Quality Assurance and Improvement within seventy-two (72) hours, as specified in PO.1003, any sentinel event that occurs with any individual who is receiving services under this contract. This does not replace the responsibility of the Contractor's responsibility to notify the appropriate authority if the Contractor suspects a crime has occurred.

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- 8.3. The Contractor shall provide any information requested by the Department as follow up to a sentinel event report, or to complete a sentinel event review, with or without involvement in a requested sentinel event review.
- 8.4. The Contractor shall submit monthly activity reports on templates provided by the Department with data elements that include, but may not be limited to:
- 8.4.1. Call counts.
  - 8.4.2. Counts of clients seen, separately identifying new clients and clients who revisit the Doorway after being administratively discharged.
  - 8.4.3. Reason types.
  - 8.4.4. Count of clinical evaluations.
  - 8.4.5. Count of referrals made and type.
  - 8.4.6. Naloxone distribution.
  - 8.4.7. Referral statuses.
  - 8.4.8. Recovery monitoring contacts.
  - 8.4.9. Service wait times, flex fund utilization.
  - 8.4.10. Respite shelter utilization.
- 8.5. The Contractor shall submit reports on naloxone kits distributed, utilizing a template provided by the Department.
- 8.6. The Contractor shall report on required data points specific to this SOR grant as identified by SAMHSA over the grant period.
- 8.7. The Contractor shall be required to prepare and submit ad hoc data reports, respond to periodic surveys, and other data collection requests as deemed necessary by the Department or SAMHSA.
- 9. Performance Measures**
- 9.1. The Department seeks to actively and regularly collaborate with providers to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- 9.2. The Department may collect other key data and metrics from Contractor(s), including client-level demographic, performance, and service data.
- 9.3. The Department may identify expectations for active and regular collaboration, including key performance measures, in the resulting contract. Where applicable, Contractor(s)

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must collect and share data with the Department in a format specified by the Department.

**10. Contract Management**

- 10.1. The Contractor shall participate in periodic meetings with the Department to review the operational status of the Doorway, for the duration of the contract.
- 10.2. The Contractor shall participate in operational site reviews on a schedule provided by the Department. All contract deliverables, programs, and activities shall be subject to review during this time. The Contractor shall:
  - 10.2.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements.
  - 10.2.2. Ensure the Department is provided with access that includes but is not limited to:
    - 10.2.2.1. Data.
    - 10.2.2.2. Financial records.
    - 10.2.2.3. Scheduled access to Contractor work sites, locations, work spaces and associated facilities.
    - 10.2.2.4. Unannounced access to Contractor work sites, locations, work spaces and associated facilities.
    - 10.2.2.5. Scheduled access to Contractor principals and staff.
- 10.3. The Contractor shall provide a Doorway information sheet and work plan regarding the Doorway's operations to the Department, annually, for review in the format prescribed by the Department.

**11. SOR Grant Standards**

- 11.1. The Contractor shall provide the Department with a budget narrative within thirty (30) days of the contract effective date.
- 11.2. The Contractor shall meet with the Department within sixty (60) days of the contract effective date to review the proposed plan for contract implementation.
- 11.3. The Contractor and/or referred providers shall ensure that only Food and Drug Administration approved MAT for OUD is utilized.
- 11.4. The Contractor and referred providers shall only provide medical withdrawal management services to any individual supported by SOR Grant Funds if the withdrawal



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management service is accompanied by the use of injectable extended-release naltrexone, as clinically appropriate.

- 11.5. The Contractor and referred providers shall ensure that all uses of flexible needs funds and respite shelter funds are in compliance with the Department and SAMHSA requirements, which includes, but is not limited to ensuring recovery housing facilities utilized by clients are certified based on national standards aligned with the National Alliance for Recovery Residences standards and registered with the State of New Hampshire, Bureau of Drug and Alcohol Services in accordance with current NH Administrative Rules.
- 11.6. The Contractor and referred providers shall ensure staff who are trained in Presumptive Eligibility for Medicaid are available to assist clients with enrolling in public or private health insurance.
- 11.7. The Contractor and referred providers shall accept clients on MAT and facilitate access to MAT on-site or through referral for all clients supported with SOR Grant funds, as clinically appropriate.
- 11.8. The Contractor and referred providers shall coordinate with the NH Ryan White HIV/AIDS program for clients identified as at risk of, or with, HIV/AIDS.
- 11.9. The Contractor and referred providers shall ensure that all clients are regularly screened for tobacco use, treatment needs and referral to the QuitLine as part of treatment planning.
- 11.10. The Contractor shall collaborate with the Department to ensure compliance with all appropriate Department, State of NH, SAMHSA, and other Federal terms, conditions, and requirements.
- 11.11. The Contractor shall attest the understanding that SOR grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. The Contractor agrees that:
  - 11.11.1. Treatment in this context includes the treatment of opioid use disorder (OUD).
  - 11.11.2. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders.
  - 11.11.3. This marijuana restriction applies to all subcontracts and MOUs that receive SOR funding.
  - 11.11.4. Attestations will be provided to the Contractor by the Department.



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11.11.5. The Contractor shall complete and submit all attestations to the Department within thirty (30) days of contract approval.

11.12. The Contractor shall refer to Exhibit B for grant terms and conditions including, but not limited to:

11.12.1. Invoicing.

11.12.2. Funding restrictions.

11.12.3. Billing.

**12. Data Management Requirements**

12.1. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements, which is attached hereto and incorporated by reference herein.

**13. Termination Report/Transition Plan**

13.1. In the event of early termination of the Agreement, the Contractor shall, within fifteen (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.

13.2. 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.

13.3. 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.

13.4. 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.

13.5. 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



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transcripts. 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.

**14. Credits and Copyright Ownership**

- 14.1. 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, "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."
- 14.2. All materials produced or purchased under the contract shall have prior approval from the Department before printing, production, distribution or use. The Department 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. The Contractor shall not reproduce any materials produced under the contract without prior written approval from the Department.

**15. Operation of Facilities: Compliance with Laws and Regulations**

- 15.1. 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.

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**16. Equal Employment Opportunity Plan (EEOP)**

16.1. 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. Equipment Purchases**

- 17.1. The Contractor shall submit to the Department's Contract Unit a list of the purchased office equipment (with funding from this Contract). The list shall include office equipment such as, but not limited to, laptop computers, printers/scanners, and phones with the make, model, and serial number of each piece of office equipment.
- 17.2. The Contractor shall return said office equipment in Subsection 17.1. to the Department's Contract Unit within thirty (30) days from the completion date of the Contract.

**18. Compliance with Federal and State Laws**

- 18.1. 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.
- 18.2. Time and Manner of Determination.
- 18.2.1. 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.
- 18.3. Documentation
- 18.3.1. 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



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Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

**18.4. Fair Hearings**

- 18.4.1. 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.



New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services



**EXHIBIT B Amendment #3**

**Methods and Conditions Precedent to Payment**

1. This Agreement is funded by:

1.1. 97.28% Federal funds from the State Opioid Response Grant, as awarded on 09/30/2018, by the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, CFDA #93.788, FAIN H79TI081685, and as awarded on 09/30/2020, by the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, CFDA #93.788, FAIN H79TI083326.

1.2. 2.72% Other Funds from Governor's Commission on Alcohol and Other Drug Abuse Prevention, Intervention and Treatment Funds.

2. Governor Commission Funds.

2.1. The Contractor shall utilize funds in Exhibit B-5 Amendment #3 GovComm and Exhibit B-7 Amendment #3 GovComm for the purpose of providing services and supports to clients whose needs do not make them eligible to receive SOR-funded services and supports.

2.2. The Contractor shall collaborate with the Department to determine appropriate services and supports along with developing and submitting reports and invoices that are separate from reports and invoices submitted for SOR grant funds.

3. For the purposes of this Agreement:

3.1. The Department has identified the Contractor as a Contractor, in accordance with 2 CFR 200.330.

3.2. The Department has identified this Contract as NON-R&D, in accordance with 2 CFR §200.87.

3.3. The de minimis Indirect Cost Rate of 10% applies in accordance with 2 CFR §200.414.

4. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibit B-1, Budget through Exhibit B-8 Amendment #3 SOR II.

5. The Contractor shall seek payment for services, as follows:

5.1. First, the Contractor shall charge the client's private insurance or other payor sources.

5.2. Second, the Contractor shall charge Medicare.

5.3. Third, the Contractor shall charge Medicaid enrolled individuals, as follows:

5.3.1. Medicaid Care Management: If enrolled with a Managed Care Organization (MCO), the Contractor shall be paid in accordance with its contract with the MCO.



**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**



**EXHIBIT B Amendment #3**

- 5.3.2. Medicaid Fee for Service: The Contractor shall bill Medicaid for services on the Fee for Service (FFS) schedule.
- 5.4. Fourth, the Contractor shall charge the client in accordance with the Sliding Fee Scale Program.
- 5.5. Lastly, if any portion of the amount specified in the Sliding Fee Scale remains unpaid, charge the Department for the unpaid balance.
6. The Contractor shall submit an invoice in a form satisfactory to the State by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment. Invoices shall be net any other revenue received towards the services billed in fulfillment of this agreement. The Contractor shall ensure:
- 6.1. Backup documentation includes, but is not limited to:
- 6.1.1. General Ledger showing revenue and expenses for the contract.
- 6.1.2. Timesheets and/or time cards that support the hours employees worked for wages reported under this contract.
- 6.1.2.1. Per 45 CFR Part 75.430(i)(1) Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed.
- 6.1.2.2. Attestation and time tracking templates, which are available to the Department upon request.
- 6.1.3. Invoices supporting expenses reported:
- 6.1.3.1. Unallowable expenses include, but are not limited to:
- 6.1.3.1.1. Amounts belonging to other programs.
- 6.1.3.1.2. Amounts prior to effective date of contract.
- 6.1.3.1.3. Construction or renovation expenses.
- 6.1.3.1.4. Food or water for employees.
- 6.1.3.1.5. Directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana.
- 6.1.3.1.6. Fines, fees, or penalties.
- 6.1.3.1.7. Per SAMSHA requirements, meals are generally unallowable unless they are an integral part of a conference



New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services



**EXHIBIT B Amendment #3**

grant or specifically stated as an allowable expense in the FOA. Grant funds may be used for light snacks, not to exceed three dollars (\$3.00) per person for clients.

6.1.3.1.8. Cell phones and cell phone minutes for clients.

6.1.4. Receipts for expenses within the applicable state fiscal year.

6.1.5. Cost center reports.

6.1.6. Profit and loss report.

6.1.7. Remittance Advices from the insurances billed. Remittance Advices do not need to be supplied with the invoice, but should be retained to be available upon request.

6.1.8. Information requested by the Department verifying allocation or offset based on third party revenue received.

6.1.9. Summaries of patient services revenue and operating revenue and other financial information as requested by the Department.

7. The Contractor is responsible for reviewing, understanding, and complying with further restrictions included in the Funding Opportunity Announcement (FOA).

8. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to melissa.girard@dhhs.nh.gov, or invoices may be mailed to:

SOR Financial Manager  
Department of Health and Human Services  
105 Pleasant Street  
Concord, NH 03301

9. The Contractor agrees that billing submitted for review after twenty (20) business days of the last day of the billing month may be subject to non-payment.

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

11. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

12. The Contractor must provide the services in Exhibit A, Amendment #3 Scope of Services, in compliance with funding requirements.

13. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit A Amendment #3, Scope of Services, including failure to submit required monthly and/or quarterly reports.



New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services



**EXHIBIT B Amendment #3**

14. Notwithstanding Paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

**15. Audits**

15.1. The Contractor is required to submit an annual audit to the Department if any of the following conditions exist:

15.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

15.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.

15.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

15.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

15.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

15.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.

15.5. 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.



## Exhibit B-4 Amendment #3 NCE

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

Contractor Name: Littleton Hospital Association d.b.a Littleton Regional Healthcare

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

SS-2019-BDAS-05-ACCES-07

Budget Period: 8/1/21 to 7/31/22 (NCE)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 75,000.00	\$ -	\$ 75,000.00	\$ -	\$ -	\$ -	\$ 75,000.00	\$ -	\$ 75,000.00
2. Employee Benefits	\$ 15,000.00	\$ -	\$ 15,000.00	\$ -	\$ -	\$ -	\$ 15,000.00	\$ -	\$ 15,000.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ 4,000.00	\$ -	\$ 4,000.00	\$ -	\$ -	\$ -	\$ 4,000.00	\$ -	\$ 4,000.00
Pharmacy	\$ 30,000.00	\$ -	\$ 30,000.00	\$ -	\$ -	\$ -	\$ 30,000.00	\$ -	\$ 30,000.00
Medical	\$ 3,000.00	\$ -	\$ 3,000.00	\$ -	\$ -	\$ -	\$ 3,000.00	\$ -	\$ 3,000.00
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ 18,000.00	\$ -	\$ 18,000.00	\$ -	\$ -	\$ -	\$ 18,000.00	\$ -	\$ 18,000.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontract/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Flex Funding	\$ 30,000.00	\$ -	\$ 30,000.00	\$ -	\$ -	\$ -	\$ 30,000.00	\$ -	\$ 30,000.00
TOTAL	\$ 173,000.00	\$ -	\$ 173,000.00	\$ -	\$ -	\$ -	\$ 173,000.00	\$ -	\$ 173,000.00

Indirect As A Percent of Direct

0.0%



## Exhibit B-6 Amendment #3 GovComm

<p align="center">New Hampshire Department of Health and Human Services COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD</p> <p>Contractor Name: Littleton Hospital Association d.b.a Littleton Regional Healthcare</p> <p>Budget Request for: Access and Delivery Hub for Opioid Use Disorder Services SS-2018-BDAS-05-ACCES-07</p> <p>Budget Period: SFY21 09/2020-08/2021 (GovComm)</p>												
Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share					
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
2. Employee Benefits	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
3. Consultants	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
4. Equipment	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
5. Supplies	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
6. Travel	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
7. Occupancy	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
8. Current Expenses	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
9. Software	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
10. Marketing/Communications	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
11. Staff Education and Training	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
12. Subcontracts/Agreements	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
13. Other (specific detail mandatory)	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Flex Funding	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
TOTAL	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Indirect As A Percent of Direct 0.0%												



## Exhibit B-6 Amendment #3 SOR II

New Hampshire Department of Health and Human Services COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD									
Contractor Name: Littleton Hospital Association d.b.a Littleton Regional Healthcare									
Budget Request for: Access and Delivery Hub for Opticoid Use Disorder Services									
IS-3018-MDAS-05-ACCES-07									
Budget Period: SFY21 8/1/21-06/30/21 (SORM)									
Line Item	Total Program Cost			Contractor Share / Match			Funded by DHH contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 154,500.00	\$ -	\$ 154,500.00				\$ 154,500.00	\$ -	\$ 154,500.00
2. Employee Benefits	\$ 30,000.00	\$ -	\$ 30,000.00				\$ 30,000.00	\$ -	\$ 30,000.00
3. Consultants	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Lab	\$ 4,000.00	\$ -	\$ 4,000.00				\$ 4,000.00	\$ -	\$ 4,000.00
Pharmacy	\$ 40,000.00	\$ -	\$ 40,000.00				\$ 40,000.00	\$ -	\$ 40,000.00
Medical	\$ 3,000.00	\$ -	\$ 3,000.00				\$ 3,000.00	\$ -	\$ 3,000.00
Office	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
6. Travel	\$ 1,000.00	\$ -	\$ 1,000.00				\$ 1,000.00	\$ -	\$ 1,000.00
7. Occupancy	\$ 37,000.00	\$ -	\$ 37,000.00				\$ 37,000.00	\$ -	\$ 37,000.00
8. Current Expenses	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 10,000.00	\$ -	\$ 10,000.00				\$ 10,000.00	\$ -	\$ 10,000.00
11. Staff Education and Training	\$ 10,000.00	\$ -	\$ 10,000.00				\$ 10,000.00	\$ -	\$ 10,000.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
13. Other (specific details mandatory)	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Flaw funding	\$ 132,853.00	\$ -	\$ 132,853.00				\$ 132,853.00	\$ -	\$ 132,853.00
TOTAL	\$ 421,353.00	\$ -	\$ 421,353.00	\$ -	\$ -	\$ -	\$ 421,353.00	\$ -	\$ 421,353.00
Indirect As A Percent of Direct 0.0%									



## Exhibit B7 Amendment #3 GovComm

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

Contractor Name: Littleton Hospital Association d.b.a Littleton Regional Healthcare

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

SS-2019-BDAS-05-ACCES-07

Budget Period: SFY23 01/01/21-09/29/21 (GovComm)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
2. Employee Benefits	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
3. Consultants	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
5. Supplies	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 1,000.00	\$ -	\$ 1,000.00				\$ 1,000.00	\$ -	\$ 1,000.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Fees funding	\$ 5,250.00	\$ -	\$ 5,250.00				\$ 5,250.00	\$ -	\$ 5,250.00
	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
TOTAL	\$ 16,250.00	\$ -	\$ 16,250.00	\$ -	\$ -	\$ -	\$ 16,250.00	\$ -	\$ 16,250.00

Indirect As A Percent of Direct

0.0%

DS  
RN  
Contractor Initials

Date 12/16/2020



## Exhibit B-4 Amendment #3 SOR II

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

Contractor Name: Littleton Hospital Association d.b.a Littleton Regional Healthcare

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

SS-2018-0043-05-ACCES-07

Budget Period: SFY22 07/01/21-06/30/21 (SORS)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 77,250.00	\$ -	\$ 77,250.00				\$ 77,250.00	\$ -	\$ 77,250.00
2. Employee Benefits	\$ 15,450.00	\$ -	\$ 15,450.00				\$ 15,450.00	\$ -	\$ 15,450.00
3. Consultants	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Lab	\$ 4,000.00	\$ -	\$ 4,000.00				\$ 4,000.00	\$ -	\$ 4,000.00
Pharmacy	\$ 30,900.00	\$ -	\$ 30,900.00				\$ 30,900.00	\$ -	\$ 30,900.00
Medical	\$ 3,000.00	\$ -	\$ 3,000.00				\$ 3,000.00	\$ -	\$ 3,000.00
Office	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
7. Occupancy	\$ 18,540.00	\$ -	\$ 18,540.00				\$ 18,540.00	\$ -	\$ 18,540.00
8. Current Expenses	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 3,000.00	\$ -	\$ 3,000.00				\$ 3,000.00	\$ -	\$ 3,000.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ 56,528.00	\$ -	\$ 56,528.00				\$ 56,528.00	\$ -	\$ 56,528.00
	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 211,648.00</b>	<b>\$ -</b>	<b>\$ 211,648.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 211,648.00</b>	<b>\$ -</b>	<b>\$ 211,648.00</b>

Indirect As A Percent of Direct 0.0%





Lori A. Shibley  
Commissioner

Katja S. Fox  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION FOR BEHAVIORAL HEALTH

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

June 2, 2020

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

**REQUESTED ACTION**

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

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

Vendor Name	Vendor Code	Area Served	Current Amount	Increase/ (Decrease)	New Amount	G&C Approval
Androscoggin Valley Hospital, Inc., Berlin, NH	TBD	Berlin	\$1,670,051	\$0	\$1,670,051	O: 10/31/18, Item #17A A1: 8/28/19 (Item #10)
Concord Hospital, Inc., Concord, NH	177653-8003	Concord	\$2,272,793	\$0	\$2,272,793	O: 10/31/18, Item #17A A1: 8/28/19 (Item #10)
Granite Pathways, Concord, NH	228900-8001	N/A	\$6,895,879	\$0	\$6,895,879	O: 10/31/18 (Item #17A) A1: 9/18/19, (Item #20)
Littleton Regional Hospital, Littleton, NH	TBD	Littleton	\$1,713,805	\$0	\$1,713,805	O: 10/31/18 (Item #17A) A1: 9/18/19, (Item #20)
LRGHealthcare, Laconia, NH	TBD	Laconia	\$1,987,873	\$0	\$1,987,873	O: 10/31/18 (Item #17A) A1: 9/18/19, (Item #20)



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

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

See attached fiscal details

#### EXPLANATION

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

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



His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 3 of 3

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

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

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

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

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

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

Area served: Statewide

Respectfully submitted,

  
Lori A. Shibanette  
Commissioner



## Financial Detail

05-95-92-920510-7040 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV OF, BUREAU OF DRUG & ALCOHOL SERVICES, STATE OPIOID RESPONSE GRANT					
100% Federal Funds CFDA #93.788 FAIN T1081685					
Activity Code: 92057040					
Androscoggin Valley					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	\$ 821,133.00	\$ (201,283.00)	\$ 619,850.00
2020	Contracts for Prog Svs	102-500731	\$ 848,918.00		\$ 848,918.00
2021	Contracts for Prog Svs	102-500731		\$ 201,283.00	\$ 201,283.00
Subtotal			\$ 1,670,051.00	\$ -	\$ 1,670,051.00
Concord					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	\$ 947,662.00	\$ (236,916.00)	\$ 710,746.00
2020	Contracts for Prog Svs	102-500731	\$ 1,325,131.00		\$ 1,325,131.00
2021	Contracts for Prog Svs	102-500731		\$ 236,916.00	\$ 236,916.00
Subtotal			\$ 2,272,793.00	\$ -	\$ 2,272,793.00
Cheshire					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	\$ 820,133.00	\$ (205,033.00)	\$ 615,100.00
2020	Contracts for Prog Svs	102-500731	\$ 1,127,557.00		\$ 1,127,557.00
2021	Contracts for Prog Svs	102-500731		\$ 205,033.00	\$ 205,033.00
Subtotal			\$ 1,947,690.00	\$ -	\$ 1,947,690.00
Mary Hitchcock					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	\$ 1,774,205.00	\$ (383,958.00)	\$ 1,390,247.00
2020	Contracts for Prog Svs	102-500731	\$ 2,575,109.00		\$ 2,575,109.00
2021	Contracts for Prog Svs	102-500731		\$ 383,958.00	\$ 383,958.00
Subtotal			\$ 4,349,314.00	\$ -	\$ 4,349,314.00
LRGHealthcare					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	\$ 820,000.00	\$ (205,000.00)	\$ 615,000.00
2020	Contracts for Prog Svs	102-500731	\$ 1,167,673.00		\$ 1,167,673.00
2021	Contracts for Prog Svs	102-500731		\$ 205,000.00	\$ 205,000.00
Subtotal			\$ 1,987,673.00	\$ -	\$ 1,987,673.00



## Financial Detail.

Granite Pathways Manchester					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	\$ 1,331,471.00		\$ 1,331,471.00
2020	Contracts for Prog Svs	102-500731	\$ 2,349,699.00		\$ 2,349,699.00
2021	Contracts for Prog Svs	102-500731			\$
Subtotal			\$ 3,681,170.00	\$	\$ 3,681,170.00
Granite Pathways Nashua					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	\$ 1,348,973.00		\$ 1,348,973.00
2020	Contracts for Prog Svs	102-500731	\$ 1,865,736.00		\$ 1,865,736.00
2021	Contracts for Prog Svs	102-500731			\$
Subtotal			\$ 3,214,709.00	\$	\$ 3,214,709.00
Provider name here					
Littleton Regional					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	\$ 831,000.00	\$ (203,750.00)	\$ 627,250.00
2020	Contracts for Prog Svs	102-500731	\$ 882,805.00		\$ 882,805.00
2021	Contracts for Prog Svs	102-500731		\$ 203,750.00	\$ 203,750.00
Subtotal			\$ 1,713,805.00	\$	\$ 1,713,805.00
Wentworth Douglass					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	\$ 962,700.00	\$ (240,675.00)	\$ 722,025.00
2020	Contracts for Prog Svs	102-500731	\$ 1,808,752.00		\$ 1,808,752.00
2021	Contracts for Prog Svs	102-500731		\$ 240,675.00	\$ 240,675.00
Subtotal			\$ 2,769,452.00	\$	\$ 2,769,452.00
Subtotal			\$ 23,606,657.00	\$	\$ 23,606,657.00





Jeffrey A. Meyers  
Commissioner

Kelja S. Fox  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION FOR BEHAVIORAL HEALTH  
BUREAU OF DRUG AND ALCOHOL SERVICES

105 PLEASANT STREET, CONCORD, NH 03301  
603-271-6110 1-800-852-3345 Ext. 6738  
Fax: 603-271-6105 TDD Access: 1-800-735-2964  
www.dhhs.nh.gov

August 13, 2019

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

**REQUESTED ACTION**

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

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

Vendor Name	Vendor ID	Vendor Address	Current Budget	Increase/ (Decrease)	Updated Budget
<b>Androscoggin Valley Hospital, Inc.</b>	<b>TBD</b>	<b>59 Page Hill Rd. Berlin, NH 03570</b>	<b>\$1,559,611</b>	<b>\$110,440</b>	<b>\$1,670,051</b>
<b>Concord Hospital, Inc.</b>	<b>177653-B003</b>	<b>250 Pleasant St. Concord, NH, 03301</b>	<b>\$1,845,257</b>	<b>\$427,536</b>	<b>\$2,272,793</b>
<b>Granite Pathways</b>	<b>228900-B001</b>	<b>10 Ferry St. Ste. 308, Concord, NH, 03301</b>	<b>\$5,008,703</b>	<b>\$0</b>	<b>\$5,008,703</b>
<b>Littleton Regional Hospital</b>	<b>TBD</b>	<b>600 St. Johnsbury Road, Littleton, NH 03561</b>	<b>\$1,572,101</b>	<b>\$0</b>	<b>\$1,572,101</b>
<b>LRGHealthcare</b>	<b>TBD</b>	<b>80 Highland St. Laconia, NH 03246</b>	<b>\$1,593,000</b>	<b>\$0</b>	<b>\$1,593,000</b>
<b>Mary Hitchcock Memorial Hospital</b>	<b>177651-B001</b>	<b>One Medical Center Drive Lebanon, NH 03756</b>	<b>\$4,043,958</b>	<b>\$0</b>	<b>\$4,043,958</b>
<b>The Cheshire Medical Center</b>	<b>155405-B001</b>	<b>580 Court St. Keene, NH 03431</b>	<b>\$1,593,611</b>	<b>\$0</b>	<b>\$1,593,611</b>
<b>Wentworth-Douglass Hospital</b>	<b>TBD</b>	<b>789 Central Ave. Dover, NH 03820</b>	<b>\$1,890,416</b>	<b>\$0</b>	<b>\$1,890,416</b>
		<b>Total</b>	<b>\$19,106,657</b>	<b>\$537,976</b>	<b>\$19,644,633</b>

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



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

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

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

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

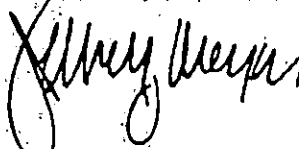
- Monthly de-identified, aggregate data reports.
- Weekly and biweekly Doorway program calls
- Monthly Community of Practice meetings
- Regular review and monitoring of Government Performance and Results Act (GPRA) interviews and follow ups through the Web Information Technology System (WITS) database.

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

Area served: Statewide

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

Respectfully submitted,



Jeffrey A. Meyers  
Commissioner



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

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

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

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

**EXPLANATION**

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

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



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Jeffrey A. Meyers  
Commissioner

Katja S. Fox  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION FOR BEHAVIORAL HEALTH  
BUREAU OF DRUG AND ALCOHOL SERVICES

105 PLEASANT STREET, CONCORD, NH 03301  
603-271-6110 1-800-852-3343 Ext. 6738  
Fax: 603-271-6105 TDD Access: 1-800-735-2964  
www.dhhs.nh.gov

October 17, 2018

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division for Behavioral Health, Bureau of Drug and Alcohol Services, to enter into sole source agreements with the eight (8) vendors listed below, in an amount not to exceed \$16,606,487, to develop, implement and operationalize a statewide network of Regional Hubs for opioid use disorder treatment and recovery support services, effective upon date of Governor and Council approval, through September 29, 2020. Federal Funds 100%.

Vendor Name	Vendor ID	Vendor Address	Amount
Androscoggin Valley Hospital, Inc.	TBD	59 Page Hill Rd. Berlin, NH 03570	\$1,559,611
Concord Hospital, Inc.	177653-B003	250 Pleasant St. Concord, NH, 03301	\$1,845,257
Granite Pathways	228900-B001	10 Ferry St, Ste. 308, Concord, NH, 03301	\$5,008,703
Littleton Regional Hospital	TBD	600 St. Johnsbury Road Littleton, NH 03561	\$1,572,101
LRGHealthcare	TBD	80 Highland St. Laconia, NH 03246	\$1,593,000
Mary Hitchcock Memorial Hospital	177651-B001	One Medical Center Drive Lebanon, NH 03756	\$1,543,788
The Cheshire Medical Center	155405-B001	580 Court St. Keene, NH 03431	\$1,593,611
Wentworth-Douglass Hospital	TBD	789 Central Ave. Dover, NH 03820	\$1,890,416
		Total	\$16,606,487



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

**06-95-92-920510-7040 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG & ALCOHOL SERVICES, STATE OPIOID RESPONSE GRANT**

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

**06-95-92-920510-2659 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG & ALCOHOL SERVICES, OPIOID STR GRANT**

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

**EXPLANATION**

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

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



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

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

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

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

Unique to this service redesign is a robust level of client-specific data that will be available. The SOR grant requires that all individual served receive a comprehensive assessment at several time intervals, specifically at intake, three (3) months, six (6) months and upon discharge. Through care coordination efforts, the Regional Hubs will be responsible for gathering data on items including, but not limited to recovery status, criminal justice involvement, employment, and housing needs at the time intervals listed above. This data will enable the Department to measure short and long-term outcomes associated with SOR-funded initiatives and to determine which programs are generating the best results for the clients served.

As referenced in Exhibit C-1 of this contract, the Department has the option to extend contracted services for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

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

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

Area served: Statewide

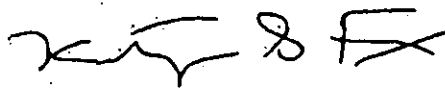
Source of Funds: 100% Federal Funds from the Substance Abuse and Mental Health Services Administration. CFDA # 93.788, FAIN #H79TI081685 and FAIN #TI080246.



His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 4 of 4

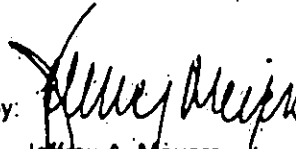
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Katja S. Fox  
Director

Approved by:



Jeffrey A. Mayers  
Commissioner



Financial Detail

05-95-92-920510-7040 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV OF, BUREAU OF DRUG & ALCOHOL SERVICES, STATE OPIOID RESPONSE GRANT			
100% Federal Funds			
Activity Code: 92057040			
<b>Androscoggin Valley Hospital, Inc</b>			
Vendor # TBD			
State Fiscal Year	Class Title	Class Account	Current Budget
2019	Contracts for Prog Svs	102-500731	\$ 805,133.00
2020	Contracts for Prog Svs	102-500731	\$ 738,478.00
2021	Contracts for Prog Svs	102-500731	\$ -
Subtotal			\$ 1,543,611.00
<b>Concord Hospital, Inc</b>			
Vendor # 177653-B003			
State Fiscal Year	Class Title	Class Account	Current Budget
2019	Contracts for Prog Svs	102-500731	\$ 947,662.00
2020	Contracts for Prog Svs	102-500731	\$ 897,595.00
2021	Contracts for Prog Svs	102-500731	\$ -
Subtotal			\$ 1,845,257.00
<b>Granite Pathways</b>			
Vendor # 228900-B001			
State Fiscal Year	Class Title	Class Account	Current Budget
2019	Contracts for Prog Svs	102-500731	\$ 2,380,444.00
2020	Contracts for Prog Svs	102-500731	\$ 2,328,259.00
2021	Contracts for Prog Svs	102-500731	\$ -
Subtotal			\$ 4,708,703.00
<b>Littleton Regional Hospital</b>			
Vendor # TBD			
State Fiscal Year	Class Title	Class Account	Current Budget
2019	Contracts for Prog Svs	102-500731	\$ 815,000.00
2020	Contracts for Prog Svs	102-500731	\$ 741,101.00
2021	Contracts for Prog Svs	102-500731	\$ -
Subtotal			\$ 1,556,101.00
<b>LRGHealthcare</b>			
Vendor # TBD			
State Fiscal Year	Class Title	Class Account	Current Budget
2019	Contracts for Prog Svs	102-500731	\$ 820,000.00
2020	Contracts for Prog Svs	102-500731	\$ 773,000.00
2021	Contracts for Prog Svs	102-500731	\$ -
Subtotal			\$ 1,593,000.00



## Financial Detail

<b>Mary Hitchcock Memorial Hospital</b>			
<b>Vendor # 177651-B001</b>			
<b>State Fiscal Year</b>	<b>Class Title</b>	<b>Class Account</b>	<b>Current Budget</b>
2019	Contracts for Prog Svs	102-500731	\$ 730,632.00
2020	Contracts for Prog Svs	102-500731	\$ 813,156.00
2021	Contracts for Prog Svs	102-500731	\$ -
<b>Subtotal</b>			<b>\$ 1,543,788.00</b>
<b>The Cheshire Medical Center</b>			
<b>Vendor # 155405-B001</b>			
<b>State Fiscal Year</b>	<b>Class Title</b>	<b>Class Account</b>	<b>Current Budget</b>
2019	Contracts for Prog Svs	102-500731	\$ 820,133.00
2020	Contracts for Prog Svs	102-500731	\$ 773,478.00
2021	Contracts for Prog Svs	102-500731	\$ -
<b>Subtotal</b>			<b>\$ 1,593,611.00</b>
<b>Wentworth-Douglas Hospital</b>			
<b>Vendor # 157797</b>			
<b>State Fiscal Year</b>	<b>Class Title</b>	<b>Class Account</b>	<b>Current Budget</b>
2019	Contracts for Prog Svs	102-500731	\$ 962,700.00
2020	Contracts for Prog Svs	102-500731	\$ 927,716.00
2021	Contracts for Prog Svs	102-500731	\$ -
<b>Subtotal</b>			<b>\$ 1,890,416.00</b>
<b>SUB TOTAL</b>			<b>\$ 16,274,487.00</b>

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



## Financial Detail

<b>Granite Pathways</b>			
<b>Vendor # 228900-B001</b>			
<b>State Fiscal Year</b>	<b>Class Title</b>	<b>Class Account</b>	<b>Current Budget</b>
2019	Contracts for Prog Svs	102-500731	\$ 300,000.00
2020	Contracts for Prog Svs	102-500731	\$ -
2021	Contracts for Prog Svs	102-500731	\$ -
<b>Subtotal</b>			<b>\$ 300,000.00</b>
<b>Littleton Regional Hospital</b>			
<b>Vendor # TBD</b>			
<b>State Fiscal Year</b>	<b>Class Title</b>	<b>Class Account</b>	<b>Current Budget</b>
2019	Contracts for Prog Svs	102-500731	\$ 16,000.00
2020	Contracts for Prog Svs	102-500731	\$ -
2021	Contracts for Prog Svs	102-500731	\$ -
<b>Subtotal</b>			<b>\$ 16,000.00</b>
<b>LRGHealthcare</b>			
<b>Vendor # TBD</b>			
<b>State Fiscal Year</b>	<b>Class Title</b>	<b>Class Account</b>	<b>Current Budget</b>
2019	Contracts for Prog Svs	102-500731	\$ -
2020	Contracts for Prog Svs	102-500731	\$ -
2021	Contracts for Prog Svs	102-500731	\$ -
<b>Subtotal</b>			<b>\$ -</b>
<b>Mary Hitchcock Memorial Hospital</b>			
<b>Vendor # 177651-B001</b>			
<b>State Fiscal Year</b>	<b>Class Title</b>	<b>Class Account</b>	<b>Current Budget</b>
2019	Contracts for Prog Svs	102-500731	\$ -
2020	Contracts for Prog Svs	102-500731	\$ -
2021	Contracts for Prog Svs	102-500731	\$ -
<b>Subtotal</b>			<b>\$ -</b>
<b>The Cheshire Medical Center</b>			
<b>Vendor # 155405-B001</b>			
<b>State Fiscal Year</b>	<b>Class Title</b>	<b>Class Account</b>	<b>Current Budget</b>
2019	Contracts for Prog Svs	102-500731	\$ -
2020	Contracts for Prog Svs	102-500731	\$ -
2021	Contracts for Prog Svs	102-500731	\$ -
<b>Subtotal</b>			<b>\$ -</b>
<b>Wentworth-Douglas Hospital</b>			
<b>Vendor # 157797</b>			
<b>State Fiscal Year</b>	<b>Class Title</b>	<b>Class Account</b>	<b>Current Budget</b>
2019	Contracts for Prog Svs	102-500731	\$ -
2020	Contracts for Prog Svs	102-500731	\$ -
2021	Contracts for Prog Svs	102-500731	\$ -
<b>Subtotal</b>			<b>\$ -</b>
<b>SUB TOTAL</b>			<b>\$ 332,000.00</b>
<b>TOTAL</b>			<b>\$ 16,606,487.00</b>



**State of New Hampshire  
Department of Health and Human Services  
Amendment #4**

This Amendment to the Access and Delivery Hub for Opioid Use Disorder Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Wentworth-Douglass Hospital ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on October 31, 2018 (Item #17A), as amended on September 18, 2019 (Item #20), as amended June 24, 2020 (Item #31), as amended February 3, 2021, (Item #10), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Section 3, Renewal, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:  
September 29, 2022.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$5,262,874.
3. Modify Exhibit A – Amendment #3, Scope of Services, Section 11, SOR Grant Standards, Subsection 11.1., to read:  
11.1. Reserved.
4. Modify Exhibit A – Amendment #3, Scope of Services, Section 11, SOR Grant Standards, Subsection 11.11., to read:  
11.11. The Contractor shall ensure that SOR grant funds are not used to purchase, prescribe, or provide marijuana or provide treatment using marijuana. The Contractor shall ensure:  
11.11.1. Treatment in this context includes the treatment of opioid use disorder (OUD).  
11.11.2. Grant funds are not provided to any individual who, or organization that, provides or permits marijuana use for the purposes of treating substance use or mental health disorders.  
11.11.3. This marijuana restriction applies to all subcontracts and memorandums of understanding (MOU) that receive SOR funding.
5. Modify Exhibit A – Amendment #3, Scope of Services, Section 11, SOR Grant Standards, 11.12., to read:  
11.12. The Contractor shall provide a Fentanyl test strip utilization plan to the Department for approval prior to implementation. The Contractor shall ensure the utilization plan includes:  
11.12.1. Internal policies for the distribution of Fentanyl strips;  
11.12.2. Distribution methods and frequency; and  
11.12.3. Other key data, as requested by the Department.

DS  
JBH



6. Modify Exhibit A – Amendment #3, Scope of Services, Section 11, SOR Grant Standards, by adding Subsection 11.13., to read:

11.13. The Contractor shall provide a contingency management plan to the Department for approval prior to implementation of the contingency management plan. The Contractor shall ensure the contingency management plan includes:

11.13.1. Contingency management strategies to reward and incentivize individual treatment compliance;

11.13.2. Identified allowable contingency rewards, as approved by the Department, ensuring:

11.13.2.1. The maximum value per contingency does not exceed \$15.

11.13.2.2. The maximum number of contingencies per year per individual does not exceed five (5); and

11.13.2.3. The maximum dollar value of all contingencies per individual does not exceed \$75 per year; and

11.13.3 Other key data, as requested by the Department.

7. Modify Exhibit A – Amendment #3, Scope of Services, Section 11, SOR Grant Standards, by adding Subsection 11.14., to read:

11.14. The Contractor shall refer to Exhibit B – Amendment #4 for grant terms and conditions including, but not limited to:

11.14.1. Invoicing.

11.14.2. Funding restrictions.

11.14.3. Billing.

8. Modify Exhibit B Amendment #3, Methods and Conditions Precedent to Payment by replacing in its entirety with Exhibit B – Amendment #4, Methods and Conditions Precedent to Payment in order to update payment terms, billing standards and various references to budgets, which is attached hereto and incorporated by reference herein.
9. Add Exhibit B-9 Amendment #4, SOR II Budget, which is attached hereto and incorporated by reference herein.
10. Add Exhibit B-10 Amendment #4, SOR II Budget, which is attached hereto and incorporated by reference herein.

DS  
JBH



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

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

State of New Hampshire  
Department of Health and Human Services

8/30/2021  
\_\_\_\_\_  
Date

DocuSigned by:  
*Katja Fox*  
ED9D05B04C63442...  
\_\_\_\_\_  
Name: Katja Fox  
Title: Director

Wentworth-Douglass Hospital

8/30/2021  
\_\_\_\_\_  
Date

DocuSigned by:  
*Jeffrey Hughes*  
C5B3EEAC09C8473  
\_\_\_\_\_  
Name: Jeffrey Hughes  
Title: President & CEO



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

OFFICE OF THE ATTORNEY GENERAL

8/30/2021

Date

DocuSigned by:



Name: Catherine Pinos

Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:



New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services



**EXHIBIT B – Amendment #4**

**Methods and Conditions Precedent to Payment**

1. This Agreement is funded by:
  - 1.1. 96.09% Federal funds from the State Opioid Response Grant, as awarded on 08/30/2018, by the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, CFDA #93.788, FAIN H79TI081685, and as awarded on 09/30/2020, by the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, CFDA #93.788, FAIN H79TI083326, and as awarded on 08/09/2021, by the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, CFDA #93.788, FAIN H79TI083326;
  - 1.2. 0.32% Federal funds from the Substance Abuse Prevention & Treatment Block Grant-SABG FY21 COVID Emergency Funds, as awarded on 03/11/2021, by the U.S. Department of Health and Human Services, Substance Abuse & Mental Health Services Administration, CFDA #93.959, FAIN B08TI083509.
  - 1.3. 3.59% Other Funds from Governor's Commission on Alcohol and Other Drug Abuse Prevention, Intervention and Treatment Funds. (effective dates 9/30/2020-9/29/2021)
2. Governor Commission Funds
  - 2.1. The Contractor shall utilize funds in Exhibit B-5 Amendment #3 GovComm and Exhibit B-3 Amendment #3 GovComm for the purpose of providing services and supports to clients whose needs do not make them eligible to receive SOR-funded services and supports.
  - 2.2. The Contractor shall collaborate with the Department to determine appropriate services and supports along with developing and submitting reports and invoices that are separate from reports and invoices submitted for SOR grant funds.
3. SABG FY21 COVID Emergency Funds
  - 3.1. The Contractor shall collaborate with the Department to determine appropriate services and supports along with developing and submitting reports and invoices that are separate from reports and invoices submitted for SOR grant funds.
4. For the purposes of this Agreement:
  - 4.1. The Department has identified the Contractor as a Subrecipient in accordance with 2 CFR §200.330.
  - 4.2. The Department has identified this Contract as NON-R&D, in accordance with 2 CFR §200.87.
  - 4.3. The de minimis Indirect Cost Rate of 10% applies in accordance with 2 CFR §200.414.
5. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibit B-1, Budget through Exhibit B-10 Amendment #4 SOR II Budget.

JBH



**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**



**EXHIBIT B – Amendment #4**

6. The Contractor shall seek payment for services, as follows:
  - 6.1. First, the Contractor shall charge the client's private insurance or other payor sources.
  - 6.2. Second, the Contractor shall charge Medicare.
  - 6.3. Third, the Contractor shall charge Medicaid enrolled individuals, as follows:
    - 6.3.1. Medicaid Care Management: If enrolled with a Managed Care Organization (MCO), the Contractor shall be paid in accordance with its contract with the MCO.
    - 6.3.2. Medicaid Fee for Service: The Contractor shall bill Medicaid for services on the Fee for Service (FFS) schedule.
  - 6.4. Fourth, the Contractor shall charge the client in accordance with the Sliding Fee Scale Program.
  - 6.5. Lastly, if any portion of the amount specified in the Sliding Fee Scale remains unpaid, charge the Department for the unpaid balance.
7. The Contractor shall submit an invoice and supporting backup documentation in a form satisfactory to the State by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment. Invoices shall be net any other revenue received towards the services billed in fulfillment of this agreement. The Contractor shall ensure:
  - 7.1. Backup documentation includes, but is not limited to:
    - 7.1.1. General Ledger showing revenue and expenses for the contract.
    - 7.1.2. Timesheets and/or time cards that support the hours employees worked for wages reported under this contract.
      - 7.1.2.1. Per 45 CFR Part 75.430(i)(1) Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed.
      - 7.1.2.2. Attestation and time tracking templates, which are available to the Department upon request.
    - 7.1.3. Invoices supporting expenses reported:
      - 7.1.3.1. Unallowable expenses include, but are not limited to:
        - 7.1.3.1.1. Amounts belonging to other programs.
        - 7.1.3.1.2. Amounts prior to effective date of contract.
        - 7.1.3.1.3. Construction or renovation expenses.
        - 7.1.3.1.4. Food or water for employees.

DS  
JBH



**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**



**EXHIBIT B – Amendment #4**

- 7.1.3.1.5. Directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana.
- 7.1.3.1.6. Fines, fees, or penalties.
- 7.1.3.1.7. Per SAMSHA requirements, meals are generally unallowable unless they are an integral part of a conference grant or specifically stated as an allowable expense in the FOA. Grant funds may be used for light snacks, not to exceed three dollars (\$3.00) per person for clients.
- 7.1.3.1.8. Cell phones and cell phone minutes for clients.
- 7.1.4. Receipts for expenses within the applicable state fiscal year.
- 7.1.5. Cost center reports.
- 7.1.6. Profit and loss report.
- 7.1.7. Remittance Advices from the insurances billed. Remittance Advices do not need to be supplied with the invoice, but should be retained to be available upon request.
- 7.1.8. Information requested by the Department verifying allocation or offset based on third party revenue received.
- 7.1.9. Summaries of patient services revenue and operating revenue and other financial information as requested by the Department.
- 8. The Contractor is responsible for reviewing, understanding, and complying with further restrictions included in the Funding Opportunity Announcement (FOA).
- 9. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to [DHHS.DBHInvoicesBDAS@dhhs.nh.gov](mailto:DHHS.DBHInvoicesBDAS@dhhs.nh.gov), or invoices may be mailed to:  
  
SOR Financial Manager  
Department of Health and Human Services  
105 Pleasant Street  
Concord, NH 03301
- 10. The Contractor agrees that billing submitted for review after twenty (20) business days of the last day of the billing month may be subject to non-payment.
- 11. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
- 12. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
- 13. The Contractor must provide the services in Exhibit A – Amendment #3, Scope of Services, in compliance with funding requirements.



**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**



**EXHIBIT B – Amendment #4**

14. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit A – Amendment #3, Scope of Services, including failure to submit required monthly and/or quarterly reports.
15. Notwithstanding Paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
16. Audits
  - 16.1. The Contractor is required to submit an annual audit to the Department if **any** of the following conditions exist:
    - 16.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
    - 16.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
    - 16.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
  - 16.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
  - 16.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
  - 16.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.
  - 16.5. 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.



**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**



**EXHIBIT B – Amendment #4**

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**17. Maintenance of Fiscal Integrity**

- 17.1. In order to enable the Department to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to the Department monthly, the Balance Sheet, Profit and Loss Statement (total organization and program-level), and Cash Flow Statement for the Contractor. Program-level Profit and Loss Statement shall include all revenue sources and all related expenditures for that program. The program-level Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. Outside of the program-level Profit and Loss Statement and budget to actual analysis, all other statements shall be reflective of the entire Partnership for Successful Living organization and shall be submitted on the same day the reports are submitted to the Board, but no later than the fourth Wednesday of the month. Additionally, the contractor will provide interim profit and loss statements for every program area, reported as of the 20<sup>th</sup> of the month, by the last day of every month.
- 17.2. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement.
- 17.3. The Contractor shall inform the Department by phone and by email within five business days when any Executive Management, Board Officers, or Program Managers for Department contracts submits a resignation or leaves for any other reason.



Exhibit B-6 Amendment #4 SOR I Budget

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

Contractor Name: Wentworth-Douglass Hospital

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

Budget Period: SFY22 09/30/21-06/30/22 (SORB)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 306,000.00	\$ 30,600.00	\$ 336,600.00	\$ -	\$ -	\$ -	\$ 306,000.00	\$ 30,600.00	\$ 336,600.00
2. Employee Benefits	\$ 89,168.00	\$ 8,916.80	\$ 98,084.80	\$ -	\$ -	\$ -	\$ 89,168.00	\$ 8,916.80	\$ 98,084.80
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ 2,000.00	\$ 200.00	\$ 2,200.00	\$ -	\$ -	\$ -	\$ 2,000.00	\$ 200.00	\$ 2,200.00
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ 3,067.00	\$ 306.70	\$ 3,373.70	\$ -	\$ -	\$ -	\$ 3,067.00	\$ 306.70	\$ 3,373.70
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 700.00	\$ 70.00	\$ 770.00	\$ -	\$ -	\$ -	\$ 700.00	\$ 70.00	\$ 770.00
7. Occupancy	\$ 2,000.00	\$ 200.00	\$ 2,200.00	\$ -	\$ -	\$ -	\$ 2,000.00	\$ 200.00	\$ 2,200.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 4,000.00	\$ 400.00	\$ 4,400.00	\$ -	\$ -	\$ -	\$ 4,000.00	\$ 400.00	\$ 4,400.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Nataxone	\$ 284,847.27	\$ 28,484.73	\$ 313,112.00	\$ -	\$ -	\$ -	\$ 284,847.27	\$ 28,484.73	\$ 313,112.00
Flex Funds	\$ 42,000.00	\$ 4,200.00	\$ 46,200.00	\$ -	\$ -	\$ -	\$ 42,000.00	\$ 4,200.00	\$ 46,200.00
Support Clients' Unmet Needs	\$ 18,865.00	\$ 1,886.50	\$ 18,331.50	\$ -	\$ -	\$ -	\$ 18,865.00	\$ 1,886.50	\$ 18,331.50
Respite/Shelter Voucher Funds	\$ 40,000.00	\$ 4,000.00	\$ 44,000.00	\$ -	\$ -	\$ -	\$ 40,000.00	\$ 4,000.00	\$ 44,000.00
<b>TOTAL</b>	<b>\$ 790,247.27</b>	<b>\$ 79,024.73</b>	<b>\$ 869,272.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 790,247.27</b>	<b>\$ 79,024.73</b>	<b>\$ 869,272.00</b>

Indirect As A Percent of Direct

10.0%



Exhibit B-10 Amendment #4 SOR II Budget

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

Contractor Name: Wentworth-Douglass Hospital

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

Budget Period: SFY23 07/01/22 - 09/30/22 (SOR#)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 102,300.47	\$ 10,230.05	\$ 112,530.52	\$ -	\$ -	\$ -	\$ 102,300.47	\$ 10,230.05	\$ 112,530.52
2. Employee Benefits	\$ 29,810.22	\$ 2,981.02	\$ 32,791.25	\$ -	\$ -	\$ -	\$ 29,810.22	\$ 2,981.02	\$ 32,791.25
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ 666.67	\$ 66.67	\$ 733.33	\$ -	\$ -	\$ -	\$ 666.67	\$ 66.67	\$ 733.33
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ 1,022.33	\$ 102.23	\$ 1,124.57	\$ -	\$ -	\$ -	\$ 1,022.33	\$ 102.23	\$ 1,124.57
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 233.33	\$ 23.33	\$ 256.67	\$ -	\$ -	\$ -	\$ 233.33	\$ 23.33	\$ 256.67
7. Occupancy	\$ 666.67	\$ 66.67	\$ 733.33	\$ -	\$ -	\$ -	\$ 666.67	\$ 66.67	\$ 733.33
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 1,333.33	\$ 133.33	\$ 1,466.67	\$ -	\$ -	\$ -	\$ 1,333.33	\$ 133.33	\$ 1,466.67
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Naloxone	\$ 95,000.00	\$ 9,500.00	\$ 104,500.00	\$ -	\$ -	\$ -	\$ 95,000.00	\$ 9,500.00	\$ 104,500.00
Flex Funds	\$ 14,000.00	\$ 1,400.00	\$ 15,400.00	\$ -	\$ -	\$ -	\$ 14,000.00	\$ 1,400.00	\$ 15,400.00
Support Clients' Unmet Needs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Respite/Shelter Voucher Funds	\$ 13,333.33	\$ 1,333.33	\$ 14,666.67	\$ -	\$ -	\$ -	\$ 13,333.33	\$ 1,333.33	\$ 14,666.67
<b>TOTAL</b>	<b>\$ 258,266.36</b>	<b>\$ 25,826.64</b>	<b>\$ 284,203.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 258,266.36</b>	<b>\$ 25,826.64</b>	<b>\$ 284,203.00</b>

Indirect As A Percent of Direct

10.0%



# State of New Hampshire

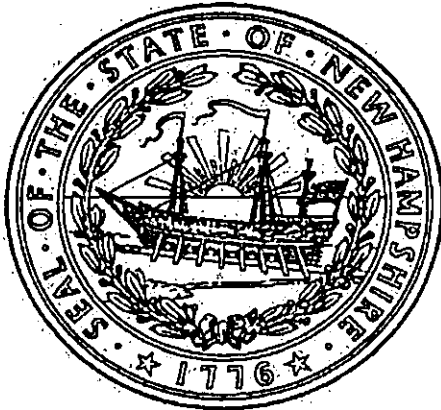
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that WENTWORTH-DOUGLASS HOSPITAL is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on February 09, 1905. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 68727

Certificate Number: 0005344052



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 8th day of April A.D. 2021.

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

William M. Gardner  
Secretary of State



## CERTIFICATE OF AUTHORITY

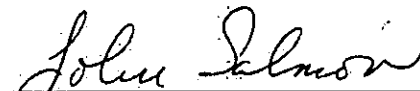
I, John Salmon, hereby certify that:

1. I am a duly elected Clerk/Secretary/Officer of Wentworth-Douglass Hospital.
2. The following is a true copy of an electronic vote taken of the Wentworth-Douglass Hospital Board of Trustees on August 13, 2021. Approval was received by those members entitled to vote thereon via electronic mail (15 of 15).

**VOTED:** That Jeffrey Hughes, President & CEO, is duly authorized on behalf of Wentworth-Douglass Hospital to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

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

Dated: 8/17/2021



Signature of Elected Officer

Name: John Salmon

Title: Chairman of the Board



**CONTROLLED RISK INSURANCE COMPANY OF VERMONT INC. (A Risk Retention Group)**  
Burlington, Vermont

## Evidence of Insurance

STATE OF NEW HAMPSHIRE  
DHHS, 129 PLEASANT STREET  
CONCORD, NH 03301

**Named Insured:** THE MASSACHUSETTS GENERAL HOSPITAL

**Date:** 11/23/2020

Coverage	Limits of Liability
<b>General Liability:</b>	\$5,000,000.00 each "Claim"
<b>Policy Number:</b>	MGH-CRICO-C-GLPL-1626-2021
<b>Policy Period:</b>	01/01/2021 to 12/31/2021

**Special Provisions:**

The insured named above is insured under the policy referenced out of Wentworth-Douglass Hospital's participation in a State Opioid Response Grant with the State of New Hampshire DHHS, 129 Pleasant Street, Concord, NH 03301. Coverage is subject to all the terms, conditions and exclusions of the CRICO policy.

Should the above described policy be canceled before the expiration date thereof, the "Company" will endeavor to mail 30 days written notice to the certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the "Company" or the Risk Management Foundation.

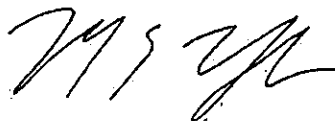
This Evidence of Insurance does not extend any rights to persons or entities who are not "Insured's" under the policy and neither affirmatively nor negatively amends, extends or alters the coverage afforded by the policy. It is furnished as a matter of information only, and is issued with the understanding that the rights and liabilities of the parties will be governed by the original policy.

### NOTICE

"The policy pursuant to which this Evidence of Insurance is provided is issued by the "Insured's" risk retention group. The "Insured's" risk retention group may not be subject to all the insurance laws and regulations of your State. State insurance insolvency funds are not available for the "Insured's" risk retention group."

Terms appearing in quotation marks in the Evidence of Insurance shall have the same meaning as the definition of that

**Controlled Risk Insurance Company of Vermont, Inc.**  
**(A Risk Retention Group)**



Duly Authorized Representative





# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
 08/13/2021

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

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

<b>PRODUCER</b> Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT NAME:</b> Willis Towers Watson Certificate Center <b>PHONE (A/C, No, Ext):</b> 1-877-945-7378 <b>FAX (A/C, No):</b> 1-888-467-2378 <b>E-MAIL ADDRESS:</b> certificates@willis.com														
<b>INSURED</b> Wentworth-Douglass Hospital 789 Central Avenue Dover, NH 03820	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Safety National Casualty Corporation</td> <td>15105</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Safety National Casualty Corporation	15105	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Safety National Casualty Corporation	15105														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

## COVERAGES

CERTIFICATE NUMBER: W21814782

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPOP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Employers Liability Employers Liability Self Insured Retention			AGC4064334	01/01/2021	01/01/2022	Per Occurrence \$1,000,000 Aggregate \$1,000,000 Per Occurrence \$650,000

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

## CERTIFICATE HOLDER

## CANCELLATION

State of New Hampshire Department of Health and Human Services 129 Pleasant Street Concord, NH 03301-3857	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**WENTWORTH-DOUGLASS  
HOSPITAL**  
A Mass General Community Hospital

**Wentworth-Douglass Hospital  
Mission Statement**

We partner with individuals and families to attain their  
highest level of health.

Amended	Ratified
May 4, 1998	April 5, 2003
February 7, 2000	April 5, 2004
May 6, 2002	April 8, 2006
April 2, 2005	April 2, 2007
April 4, 2011	April 7, 2008
January 9, 2017	February 2, 2009
	April 5, 2010
	February 6, 2012
	February 4, 2013
	April 7, 2014
	April 6, 2015
	April 4, 2016
	August 6, 2018
	August 5, 2019
	August 3, 2020
	August 2, 2021

**Wentworth-Douglass Hospital  
Vision Statement**

Wentworth-Douglass Hospital will be the regional hub for health care services on the Seacoast of New Hampshire and York County, Maine. We will be recognized for the breadth of clinical services provided, the quality of clinical outcomes, and the value of health care services delivered.

Amended	Ratified
April 5, 1999	April 5, 2004
June 3, 2002	April 2, 2007
September 12, 2005	April 7, 2008
April 5, 2010	February 2, 2009
February 6, 2012	April 4, 2011
October 6, 2012	February 4, 2013
April 6, 2015	April 7, 2014
January 9, 2017	April 4, 2016
	August 6, 2018
	August 5, 2019
	August 3, 2020
	August 2, 2021



# **Mass General Brigham Incorporated and Affiliates**

**Consolidated Financial Statements  
(With Consolidating Financial Information)  
September 30, 2020 and 2019**



**Mass General Brigham Incorporated and Affiliates**  
**Index**  
**September 30, 2020 and 2019**

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## **Report of Independent Auditors**

To the Board of Directors of  
Mass General Brigham Incorporated

We have audited the accompanying consolidated financial statements of Mass General Brigham Incorporated (Mass General Brigham) and its affiliates, which comprise the consolidated balance sheets as of September 30, 2020 and 2019, and the related consolidated statements of operations, of changes in net assets and of cash flows for the years then ended.

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

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

### ***Auditors' Responsibility***

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

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on our judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, we consider internal control relevant to Mass General Brigham'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 Mass General Brigham'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 Mass General Brigham Incorporated and its affiliates as of September 30, 2020 and 2019, and the results of their operations, changes in net assets and cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

***Emphasis of Matter***

As discussed in Note 2 to the consolidated financial statements, Mass General Brigham Incorporated changed the manner in which it accounts for lease and net periodic pension and postretirement benefit costs in 2020. Our opinion is not modified with respect to these matters.

*Principatubous Cooper LLP*

Boston, Massachusetts  
December 11, 2020



**Mass General Brigham Incorporated and Affiliates**  
**Consolidated Balance Sheets**  
**September 30, 2020 and 2019**

<i>(in thousands of dollars)</i>	<b>2020</b>	<b>2019</b>
<b>Assets</b>		
Current assets		
Cash and equivalents	\$ 2,129,189	\$ 283,807
Investments	1,142,275	2,791,502
Current portion of investments limited as to use	4,424,436	2,235,171
Patient accounts receivable, net	983,273	1,129,594
Research grants receivable, net	149,685	136,557
Other current assets	589,078	673,745
Total current assets	9,417,936	7,250,376
Investments limited as to use, less current portion	5,168,054	4,498,716
Long-term investments	2,179,220	1,997,617
Property and equipment, net	6,411,117	6,557,206
Right-of-use operating lease assets	1,139,626	-
Other assets	724,410	928,458
Total assets	<u>\$ 25,040,363</u>	<u>\$ 21,232,373</u>
<b>Liabilities and Net Assets</b>		
Current liabilities		
Current portion of long-term obligations	\$ 436,166	\$ 455,165
Accounts payable and accrued expenses	1,885,784	866,107
Accrued medical claims and related expenses	84,638	57,550
Accrued employee compensation and benefits	1,219,905	932,870
Current portion of operating lease obligations	191,259	-
Unexpended funds on research grants	367,858	262,017
Total current liabilities	4,185,610	2,573,709
Accrued professional liability	567,770	542,136
Accrued employee benefits	2,044,913	2,410,974
Interest rate swaps liability	662,384	510,579
Accrued other	197,986	187,060
Operating lease obligations, less current portion	797,096	-
Long-term obligations, less current portion	5,964,310	5,260,196
Total liabilities	<u>14,420,069</u>	<u>11,484,654</u>
Commitments and contingencies		
Net assets		
Unrestricted	8,099,064	7,358,335
Donor restricted	2,521,230	2,389,384
Total net assets	<u>10,620,294</u>	<u>9,747,719</u>
Total liabilities and net assets	<u>\$ 25,040,363</u>	<u>\$ 21,232,373</u>

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



**Mass General Brigham Incorporated and Affiliates**  
**Consolidated Statements of Operations**  
**Years Ended September 30, 2020 and 2019**

<i>(in thousands of dollars)</i>	<b>2020</b>	<b>2019</b>
<b>Operating revenues</b>		
Net patient service revenue	\$ 9,609,196	\$ 10,145,150
Premium revenue	830,191	791,356
Direct academic and research revenue	1,591,241	1,594,085
Indirect academic and research revenue	469,144	463,247
Other revenue	1,558,855	957,499
Total operating revenues	<u>14,058,627</u>	<u>13,951,337</u>
<b>Operating expenses</b>		
Employee compensation and benefit expenses	7,678,213	7,212,688
Supplies and other expenses	3,594,613	3,339,331
Medical claims and related expenses	610,310	556,110
Direct academic and research expenses	1,591,241	1,594,085
Depreciation and amortization expenses	742,187	686,374
Interest expense	192,576	180,922
Total operating expenses	<u>14,409,140</u>	<u>13,569,510</u>
(Loss) income from operations	<u>(350,513)</u>	<u>381,827</u>
<b>Nonoperating gains (expenses)</b>		
Income from investments	612,355	182,829
Change in fair value of interest rate swaps	(151,805)	(271,527)
Other nonoperating (expenses) income	(73,366)	(123,911)
Academic and research gifts, net of expenses	168,527	214,267
Non-service related pension income	58,317	102,679
Total nonoperating gains, net	<u>614,028</u>	<u>104,337</u>
Excess of revenues over expenses	<u>263,515</u>	<u>486,164</u>
<b>Other changes in net assets</b>		
Funds utilized for property and equipment	80,894	111,641
Change in funded status of defined benefit plans	376,740	(1,415,364)
Other changes in net assets	19,580	2,478
Cumulative effect of accounting change	-	1,100,081
Increase in unrestricted net assets	<u>\$ 740,729</u>	<u>\$ 285,000</u>

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



**Mass General Brigham Incorporated and Affiliates**  
**Consolidated Statements of Changes in Net Assets**  
**Years Ended September 30, 2020 and 2019**

<i>(in thousands of dollars)</i>	<b>Unrestricted</b>	<b>Donor Restricted</b>	<b>Total</b>
<b>Net assets at September 30, 2018</b>	<b>\$ 7,073,335</b>	<b>\$ 1,899,246</b>	<b>\$ 8,972,581</b>
Increases (decreases)			
Income from operations	381,827	-	381,827
Income (loss) from investments	182,829	(5,536)	177,293
Change in fair value of interest rate swaps	(271,527)	-	(271,527)
Other nonoperating (expenses) income	(123,911)	379,892	255,981
Academic and research gifts, net of expenses	214,267	-	214,267
Non-service related pension income	102,679	-	102,679
Funds utilized for property and equipment	111,641	(83,281)	28,360
Change in funded status of defined benefit plans	(1,415,364)	-	(1,415,364)
Other changes in net assets	2,478	1,880	4,358
Cumulative effect of accounting change	1,100,081	197,183	1,297,264
Change in net assets	285,000	490,138	775,138
<b>Net assets at September 30, 2019</b>	<b>7,358,335</b>	<b>2,389,384</b>	<b>9,747,719</b>
Increases (decreases)			
Loss from operations	(350,513)	-	(350,513)
Income from investments	612,355	85,376	697,731
Change in fair value of interest rate swaps	(151,805)	-	(151,805)
Other nonoperating (expenses) income	(73,366)	93,334	19,968
Academic and research gifts, net of expenses	168,527	-	168,527
Non-service related pension income	58,317	-	58,317
Funds utilized for property and equipment	80,894	(48,658)	32,236
Change in funded status of defined benefit plans	376,740	-	376,740
Other changes in net assets	19,580	1,794	21,374
Change in net assets	740,729	131,846	872,575
<b>Net assets at September 30, 2020</b>	<b>\$ 8,099,064</b>	<b>\$ 2,521,230</b>	<b>\$ 10,620,294</b>

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



**Mass General Brigham Incorporated and Affiliates**  
**Consolidated Statements of Cash Flows**  
**Years Ended September 30, 2020 and 2019**

<i>(in thousands of dollars)</i>	2020	2019
<b>Cash flows from operating activities</b>		
Change in net assets	\$ 872,575	\$ 775,138
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Change in funded status of defined benefit plans	(376,740)	1,415,364
Loss on refunding of debt	24,817	836
Change in fair value of interest rate swaps	151,805	271,527
Depreciation and amortization	742,187	686,374
Amortization of bond discount, premium and issuance costs	(11,838)	(10,698)
Gain on disposal of property	(1,258)	(129)
Change in right-of-use operating lease assets	170,854	-
Net realized and change in unrealized appreciation on investments	(907,825)	(381,166)
Cumulative effect of accounting change	-	(1,297,264)
Restricted contributions and investment income	(121,064)	(303,785)
Cash premium upon issuance of bonds	79,262	-
Increases (decreases) in cash resulting from a change in		
Patient accounts receivable	148,008	(51,508)
Other assets	29,700	(41,960)
Accounts payable and other accrued expenses	510,870	136,895
Accrued medical claims and related expenses	27,088	(6,848)
Operating lease obligations	(211,546)	-
Settlements with third-party payers	35,040	(1,887)
Medicare accelerated payments	1,018,093	-
Net cash provided by operating activities	<u>2,180,028</u>	<u>1,190,889</u>
<b>Cash flows from investing activities</b>		
Purchases of property and equipment	(563,746)	(837,584)
Proceeds from sale of property	1,353	410
Purchase of investments	(2,350,917)	(3,653,436)
Proceeds from sales of investments	<u>1,867,763</u>	<u>2,561,465</u>
Net cash used for investing activities	<u>(1,045,547)</u>	<u>(1,929,145)</u>
<b>Cash flows from financing activities</b>		
Borrowings under lines of credit	375,000	-
Repayments under lines of credit	(375,000)	(52,848)
Payments on long-term obligations	(83,806)	(81,071)
Proceeds from long-term obligations, net of financing costs	1,463,860	559,238
Decrease in auction rate securities holdings	(29,985)	-
Deposits into refunding trusts	(760,232)	(105,454)
Restricted contributions and investment income	<u>121,064</u>	<u>303,785</u>
Net cash provided by financing activities	<u>710,901</u>	<u>623,650</u>
Net increase (decrease) in cash and equivalents	1,845,382	(114,606)
<b>Cash and equivalents</b>		
Beginning of year	<u>283,807</u>	<u>398,413</u>
End of year	<u>\$ 2,129,189</u>	<u>\$ 283,807</u>

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



# Mass General Brigham Incorporated and Affiliates

## Notes to Consolidated Financial Statements

### September 30, 2020 and 2019

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*(in thousands of dollars)*

#### 1. Organization and Community Benefit Commitments

Mass General Brigham Incorporated (the Company) (formerly known as Partners HealthCare System, Inc.) is the parent organization and sole corporate member of numerous organizations whose financial condition and operations are described in these consolidated financial statements. The terms Mass General Brigham, We, Our or Us as used herein, unless otherwise stated or indicated by context, refer collectively to the Company and its affiliated organizations.

Mass General Brigham operates academic medical centers, community acute care hospitals, inpatient and outpatient mental health services facilities, urgent care centers, facilities that provide rehabilitation medicine and long-term care services, physician organizations, home health services, nursing homes and a graduate level program for health professions. Our mission is to provide world class health care services to the local communities in which we operate as well as to patients across the United States and the world. In addition, we are a nonuniversity-based non-profit private medical research enterprise and a principal teaching affiliate of the medical and dental schools of Harvard University. Our licensed, not-for-profit managed care organization and licensed, for-profit insurance company (collectively referred to as AllWays Health) provide health insurance products and administrative services to the Massachusetts Medicaid program (MassHealth), ConnectorCare (a state subsidized program for adults who meet income and immigration guidelines) and commercial populations.

#### Community Benefit

Through our community benefit programs we work with community residents and organizations to make measurable, sustainable improvements in the health status of underserved populations. In addition, we support initiatives related to equity, social determinants of health and work force development. Our hospitals and licensed affiliated health centers partner with the community to help low-income, vulnerable families overcome barriers to health and wellbeing.

#### Charity Care

We provide charity care to all emergent patients regardless of their ability to pay. The cost of and reimbursement for providing that care, as reflected in the consolidated statements of operations, is summarized below.

#### State Programs

##### **Massachusetts**

Acute care hospitals in The Commonwealth of Massachusetts (the Commonwealth or Massachusetts) are partially reimbursed for charity care services through the statewide Health Safety Net Trust Fund (HSN). A portion of the funding for the HSN is paid by an assessment on acute care hospitals' charges for private sector payers. The statewide assessment was \$165,308 in both 2020 and 2019 and the assessment expense on our acute care hospitals was \$61,973 and \$59,918 in 2020 and 2019, respectively.

Acute care hospitals are reimbursed for charity care based on claims for eligible patients and services that are submitted to and adjudicated by the HSN. Payments are based on Medicare rates and payment policies. The HSN was under-funded by approximately \$42,738 and \$61,461 in 2020 and 2019, respectively. This shortfall is allocated to acute care hospitals based on their share of total statewide patient care costs with our share being approximately \$12,064 and \$20,564 in 2020 and 2019, respectively. Each hospital's share of the overall state shortfall cannot exceed its total charity care reimbursement. Hospitals with a high proportion of charity care and



**Mass General Brigham Incorporated and Affiliates**  
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government funding receive more favorable reimbursement, including limiting their shortfall allocation to no more than 15% of their payments for charity care. In aggregate, our acute care hospitals received charity care funding covering 62% and 60% of the estimated cost of charity care provided in 2020 and 2019, respectively.

The Commonwealth levies an additional assessment on Massachusetts hospitals that is redistributed to the hospitals based on pay-for-performance criteria. The total assessment was \$257,500 in both 2020 and 2019 and our assessment expense was \$97,393 and \$93,053 in 2020 and 2019, respectively. The total amount redistributed to hospitals was \$265,000 in both 2020 and 2019 of which we received \$55,542 and \$56,496 in 2020 and 2019, respectively. Additionally, there is a separate assessment for our post-acute hospitals which totaled \$6,783 and \$6,912 in 2020 and 2019, respectively.

***New Hampshire***

The State of New Hampshire (New Hampshire) imposes a Medicaid Enhancement Tax (MET) on hospital net patient service revenue. For both of New Hampshire's fiscal years ended June 30, 2020 and 2019, the MET imposed was 5.4%. We incurred \$18,513 and \$18,825 of MET in 2020 and 2019, respectively.

New Hampshire acute care hospitals receive disproportionate share payments based on a portion of their charity care relative to other acute care hospitals. We received \$10,697 and \$9,097 in 2020 and 2019, respectively.

***Medicaid***

Medicaid is a health insurance program jointly funded by the states and the federal government. Each state administers its own program and sets rules for eligibility, benefits and provider payments within broad federal guidelines and in some cases, including the Commonwealth and New Hampshire, within a Waiver Agreement between each state and the federal government. The program provides health care coverage to low-income adults and children. Eligibility is determined by a variety of factors which include income relative to the federal poverty line, age, immigrant status and assets.

Medicaid payments to our providers do not cover the full cost of services provided to Medicaid patients. In aggregate, reimbursement from Medicaid covered approximately 62% and 64% of the estimated cost of services provided in 2020 and 2019, respectively.

***Federal Program***

***Medicare***

Medicare is a federally sponsored health insurance program for people age 65 or older, under age 65 with certain disabilities and any age with End-Stage Renal Disease. Medicare's payments historically have not kept pace with increases in the cost of care provided at many hospitals. Additionally, payments to physicians have seen little or no increases over the past several years. Compounding this shortfall in payments is the continued shift of care from higher paying inpatient services to lower paying outpatient services.

Consequently, Medicare payments to our providers do not cover the full cost of services provided. In aggregate, reimbursement from Medicare covered approximately 68% and 73% of the estimated cost of services provided in 2020 and 2019, respectively.



**Mass General Brigham Incorporated and Affiliates**  
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**Summary**

For charity care, Medicaid and Medicare, the estimated cost of services provided is either obtained directly from a costing system or based on an entity specific ratio of cost to gross charges. In the latter case, cost is derived by applying this ratio to gross charges associated with providing care to charity care, Medicaid and Medicare patients. The following summarizes, by program, the cost of services provided, net reimbursement and cost of services in excess of reimbursement for each year:

	<b>Years Ended September 30,</b>	
	<b>2020</b>	<b>2019</b>
<b>Cost of services provided</b>		
Charity care	\$ 90,473	\$ 84,758
Medicaid	1,275,389	1,216,139
Medicare	4,134,589	3,947,938
	<u>\$ 5,500,451</u>	<u>\$ 5,248,835</u>
<b>Net reimbursement</b>		
Charity care	\$ 45,632	\$ 40,251
Medicaid	795,865	781,013
Medicare	2,800,316	2,876,749
	<u>\$ 3,641,813</u>	<u>\$ 3,698,013</u>
<b>Cost of services in excess of reimbursement</b>		
Charity care	\$ 44,841	\$ 44,507
Medicaid	479,524	435,126
Medicare	1,334,273	1,071,189
	<u>\$ 1,858,638</u>	<u>\$ 1,550,822</u>

In addition to charity care and inadequate funding from the Medicaid and Medicare programs, there are significant losses related to self-pay patients who fail to make payment for services rendered or insured patients who fail to remit co-payments and deductibles as required under the applicable health insurance arrangement. The estimated cost of providing these services was approximately \$65,171 and \$70,743 for 2020 and 2019, respectively.

**2. Summary of Significant Accounting Policies**

**Basis of Accounting**

The accompanying consolidated financial statements have been prepared on the accrual basis of accounting and include the accounts of the Company and its affiliates. Significant interaffiliate accounts and transactions have been eliminated.



**Mass General Brigham Incorporated and Affiliates**  
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**Use of Estimates**

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates. Significant estimates are made in the areas of patient accounts receivable, research grants receivable, investments, receivables and accrual for settlements with third-party payers, accrued medical claims and related expenses, accrued employee compensation and benefits, accrued professional liability, interest rate swaps liability and accrued other.

**Income Taxes**

The Company and substantially all of its affiliates are tax-exempt organizations under Sections 501(c)(3) or 501(c)(4) of the Internal Revenue Code (IRC) or are disregarded entities for tax purposes.

In December 2017, the U.S. Government enacted comprehensive tax legislation commonly referred to as the Tax Cuts and Jobs Act (Tax Act). The Tax Act, effective in phases beginning in 2018, made broad and complex changes to the U.S. tax code. Beginning in 2018, the Tax Act required us to consider certain transportation fringe benefits provided to employees as unrelated business taxable income (UBTI). In addition, beginning in 2019, we were required to determine unrelated business income or loss on an activity-by-activity basis. In December of 2019, the provision of the Tax Act that considered certain transportation fringe benefits provided to employees as UBTI was repealed retroactive to its enactment. As a result, we filed amended tax returns to refund the taxes paid relative to this provision.

Total income tax (credit) expense of (\$6,666) and \$3,750 was recognized for the years ended September 30, 2020 and 2019, respectively.

**Adoption of New Accounting Guidance**

Mass General Brigham adopted the following Accounting Standards Updates (ASU) in 2020: *Compensation – Retirement Benefits, Improving the Presentation of Net Periodic Pension Cost and Net Periodic Postretirement Benefit Cost (Pension Standard)* and *Leases (Leases Standard)*.

The Pension Standard requires that the service cost be presented in the same line item(s) as other employee compensation costs and that nonservice cost related income (expense) be presented within nonoperating results. Upon adoption of this standard, amounts related to nonservice cost components of pension and postretirement expenses for 2019 of \$102,679 were reclassified from employee compensation and benefit expenses to nonoperating gains (expenses) as the Pension Standard required retrospective adoption.

The Leases Standard requires a lessee to recognize a right-of-use asset and lease liability in its balance sheet, initially measured at the present value of the lease payments. The standard also expands the required quantitative and qualitative disclosures for leases. Effective October 1, 2019, we recognized approximately \$1,167,000 of lease assets and \$1,056,000 of lease liabilities as a result of the adoption of the Leases Standard. Prior year comparative financial statements have not been restated to reflect the adoption of this standard.



# Mass General Brigham Incorporated and Affiliates

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(in thousands of dollars)

We adopted the following ASU's in 2019: *Revenue From Contracts with Customers* (Revenue Standard); *Financial Instruments-Overall; Recognition and Measurement of Financial Assets and Financial Liabilities* (Financial Instruments Standard); *Presentation of Financial Statements for Not-for-Profit entities* (Not-For-Profit Standard); and *Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made* (Contributions Standard).

The Revenue Standard implements a single framework for recognition of all revenue earned from customers in exchange contracts. This framework ensures that entities appropriately reflect the consideration to which they expect to be entitled in exchange for goods and services by allocating transaction price to identified performance obligations and recognizing revenue as performance obligations are satisfied. Qualitative and quantitative disclosures are required to enable users of financial statements to understand the nature, amount, timing and uncertainty of revenue and cash flows arising from contracts with customers. The Revenue Standard was adopted on October 1, 2018 using the modified retrospective transition method. The adoption of this standard did not have a significant impact on operations and applicable disclosures have been included.

The Financial Instruments Standard made changes to the recognition of and measurement of financial assets. We now record marketable investments at fair value with changes in fair value recognized as nonoperating investment income. The Financial Instruments Standard was adopted on October 1, 2018 with prospective application and a cumulative effect adjustment at the date of adoption. The impact of adopting this new accounting guidance resulted in a cumulative effect of accounting change of \$1,100,081 to unrestricted net assets and \$197,183 to donor restricted net assets.

The Not-For-Profit Standard makes targeted changes to the not-for-profit financial reporting model. The primary change under the new guidance is the presentation of two net asset classes versus the previously required three. The guidance also requires new disclosure about information useful for assessing liquidity and availability of resources. The Not-For-Profit Standard was adopted on October 1, 2018 using the retrospective transition method. The adoption of this standard did not have a significant impact on operations.

The Contributions Standard clarifies the definition of an exchange and nonexchange transaction and provides guidance on determining whether a nonexchange transaction (contribution) is conditional or unconditional. The Contributions Standard was adopted on October 1, 2018 using the modified prospective transition method. The adoption of this standard did not have a significant impact on operations.

#### **Fair Value of Financial Instruments**

The fair value of financial instruments approximates the carrying amount reported in the consolidated balance sheets for cash and equivalents, investments and investments limited as to use, patient accounts receivable, research grants receivable, accounts payable and accrued expenses and interest rate swaps liability.



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**Cash and Equivalents**

Cash and equivalents represent cash, registered money market funds and highly liquid debt instruments with a maturity at the date of purchase of three months or less. Our cash and equivalents are maintained with several national banks, and cash deposits typically exceed federal insurance limits. Our policy is to monitor these banks' financial strength on an ongoing basis, and no losses have been experienced to date.

**Investments**

Investments in equity securities with readily determinable fair values, debt securities and alternative investments are measured at fair value. Alternative investments, consisting of various hedge funds, private equity funds, private debt funds, other private partnerships and restricted securities of public companies that are not traded on a national securities exchange, are valued based on amounts reported by the fund manager and evaluated by management. Investments in securities sold short or traded on a national securities exchange are valued based on quoted market prices.

Income from investments (including realized gains and losses, unrealized change in value of investments, interest, dividends and endowment income distributions) is included in excess of revenues over expenses unless the income or loss is restricted by donor or law. Income from investments is reported net of investment-related expenses.

Each year as part of our endowment spending policy, we establish a fixed distribution rate for spending. Distributions will come from either income and/or net accumulated appreciation.

**Investments Limited as to Use**

Investments limited as to use primarily include assets whose use is contractually limited by external parties as well as assets set aside by the boards (or management) for identified purposes and over which the boards (or management) retain control such that the boards (or management) may, at their discretion, subsequently use such assets for other purposes. Certain investments corresponding to deferred compensation are accounted for such that all income and appreciation (depreciation) is recorded as a direct addition (reduction) to the asset and corresponding liability.

**Derivative Instruments**

Derivatives are recognized on the balance sheet at fair value with changes in the fair value recorded in excess of revenues over expenses.

**Patient Accounts Receivable**

The payments received for healthcare services rendered from federal and state agencies (under the Medicare and Medicaid programs), managed care payers, commercial insurance companies and patients are subject to explicit and implicit discounts. These discounts are based on contractual agreements, discount policies and management's assessment of historical experiences and are reflected in the period of service.

**Research Grants Receivable**

Mass General Brigham receives research funding from departments and agencies of the U.S. Government, industry and other foundation sponsors. Research grants receivable include amounts due from these sponsors of externally funded research. These amounts have been billed or are billable to the sponsor, or in limited circumstances, represent accelerated spending in anticipation of future funding. Research grants receivable are recognized at net realizable value.



**Mass General Brigham Incorporated and Affiliates**  
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As of September 30, 2020, and 2019, we have approximately \$4,075,000 and \$3,760,000, respectively, of conditional research grants for future research to be performed. The timing and amounts of funds received under such grants are subject to continued government funding and may change over time.

**Other Current Assets**

Other current assets include prepaid expenses, inventory, nonpatient receivables, current portion of receivable for settlements with third-party payers, current portion of pledges receivable and premiums receivable. Inventory (primarily supplies and pharmaceuticals) is stated at an average cost or the lower of cost (first-in, first-out method) or market.

**Property and Equipment**

Property and equipment is reported on the basis of cost less accumulated depreciation. Donated items are recorded at fair value at the date of contribution. All research grants received for capital are recorded in the year of expenditure as a change in unrestricted net assets. Property and equipment is reviewed for impairment whenever events or changes in circumstances indicate that its carrying amount may not be recoverable. Depreciation of property and equipment is calculated by use of the straight-line method at rates intended to depreciate the cost of assets over their estimated useful lives, which generally range from three to fifty years. Interest costs incurred on borrowed funds during the period of construction of capital assets are capitalized, net of any interest earned, as a component of the cost of acquiring those assets.

**Asset Retirement Obligations**

Asset retirement obligations, reported in accrued other, are legal obligations associated with the retirement of long-lived assets. These liabilities are initially recorded at fair value and the related asset retirement costs are capitalized by increasing the carrying amount of the related assets by the same amount as the liability. Asset retirement costs are subsequently depreciated over the useful lives of the related assets. Any changes to the liability due either to the passage of time, better information or the settlement of an obligation are reflected in the current period.

**Other Assets**

Other assets consist of long-term receivables, intangible assets, malpractice insurance receivables, receivable for settlements with third-party payers, investments in healthcare related limited partnerships and long-term pledges and contributions receivable. The carrying value of other assets is evaluated for impairment if the facts and circumstances suggest that the carrying value may not be recoverable.

**Compensated Absences**

In accordance with formal policies concerning vacation and other compensated absences, accruals of \$375,627 and \$312,312 were recorded as of September 30, 2020 and 2019, respectively.

**Unexpended Funds on Research Grants**

Research grants received in advance of corresponding grant expenditures are accounted for as a direct addition to investments limited as to use and unexpended funds on research grants.

**Self-Insurance Reserves**

We are generally self-insured for employee healthcare, disability, workers' compensation and certain other employee benefits. These costs are accounted for on an accrual basis to include estimates of future payments for claims incurred prior to year-end.



# **Mass General Brigham Incorporated and Affiliates**

## **Notes to Consolidated Financial Statements**

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*(in thousands of dollars)*

#### **Net Assets**

Donor restricted net assets include (a) the historical dollar amounts of contributions and the income and gains on such contributions which are required by donors to be retained and (b) contributions and the income and gains on these contributions which can be expended but for which restrictions have not yet been met. Such restrictions include purpose restrictions where donors have specified the purpose for which the net assets are to be spent, or time restrictions imposed by donors or implied by the nature of the contribution (capital projects, pledges to be paid in the future and life income funds) or by interpretations of law (gains available for appropriation but not appropriated in the current period). All remaining net assets are considered unrestricted.

Realized gains and losses are classified as unrestricted net assets unless they are restricted by the donor or law. Realized gains and net unrealized appreciation on donor restricted contributions are classified as donor restricted until appropriated for spending in accordance with policies established by Mass General Brigham and applicable provisions of the Uniform Prudent Management of Institutional Funds Acts (UPMIFA). Net losses on donor restricted endowment funds are classified as a reduction to donor restricted net assets.

#### **Contributed Securities**

Our policy is to sell securities contributed by donors upon receipt, unless prevented from doing so by donor request. For the years ended September 30, 2020 and 2019, contributed securities of \$80,461 and \$59,356, respectively, were received and liquidated. Donors restricted \$10,787 and \$18,949 of the proceeds received from the sale of these contributed securities for long-term purpose for the years ended September 30, 2020 and 2019, respectively.

#### **Statement of Operations**

Activities deemed by management to be ongoing, major and central to the provision of healthcare services, teaching, research activities and health insurance are reported as operating revenues and expenses. Other activities are deemed to be nonoperating and include unrestricted contributions (net of fundraising expenses), external community benefit program support, net change in unexpended academic and research contributions, change in fair value of interest rate swaps, substantially all income (loss) from investments, interest on advanced borrowings and nonservice related pension income. Academic and research contributions largely consist of donor contributions (and the related investment income including realized gains and losses) designated to support the clinical, teaching or research efforts of a physician or department as directed by the donor. These contributions are reported as unrestricted, net of related support expenses, when donor restrictions are of a general nature that are inherent in the normal activities of the organization.

The consolidated statements of operations include excess of revenues over expenses. Changes in unrestricted net assets, which are excluded from excess of revenues over expenses, include contributions of long-lived assets (including assets acquired using contributions which by donor restriction were to be used for acquisition of such assets), change in funded status of defined benefit plans and cumulative effect of accounting change.



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**Revenues**

To determine the appropriate revenue recognition policy, we first assess whether the transaction is an exchange or nonexchange transaction in accordance with accounting guidance. In general, an exchange transaction consists of an exchange of goods and/or services for commensurate value. Transactions that consist of transferring goods and/or services without receiving commensurate value in return are considered nonexchange transactions.

For exchange transactions, revenue is recognized as goods and/or services are provided and is based on the amount expected to be received in exchange for those goods and/or services. Revenue recognized as exchange transactions include net patient service revenue, premium revenue and other revenue.

Nonexchange transactions include contributions and grants for which the service provider does not receive commensurate value in return for the funding.

**Contributions**

Contributions are reported as other nonoperating gains in the consolidated statements of operations. Unconditional promises to give cash and other assets are reported at fair value at the date the promise is received. Conditional promises to give are recognized when the conditions are substantially met. Contributions are reported as donor restricted support if they are received with donor stipulations that limit the use of the donated assets. Donor restricted contributions whose restrictions are met within the same year as received are reported as unrestricted contributions in the consolidated statements of operations.

Contributions of long-lived assets with explicit restrictions that specify use of assets and contributions of cash or other assets that must be used to acquire long-lived assets are reported as additions to donor restricted net assets if the assets are not placed in service during the year.

**Grants**

Grants and contracts normally provide for the recovery of direct and indirect costs, subject to audit. Revenue associated with direct and indirect costs is recognized as direct costs are incurred. The recovery of indirect costs is based on predetermined rates for U.S. Government grants and contracts and negotiated rates for other grants and contracts.

**Medical Claims and Related Expenses**

AllWays Health contracts with various community health centers, hospital-based primary care physician practices and other health care providers for the delivery of services to its members and compensates these providers on a capitated, fee-for-service, per diem or diagnosis-related group basis.

The cost of contracted health care services is accrued in the period in which services are provided and include certain estimated amounts. The estimated liability for medical claims and related expenses is actuarially determined based on analysis of historical claims-paid experience, modified for changes in enrollment, inflation and benefit coverage. The liability for medical claims and related expenses represents the anticipated cost of claims incurred but unpaid at the balance sheet date. The estimates for claims expense may differ than the amounts ultimately paid when claims are settled and changes in estimates are reflected in the current period in the consolidated statements of operations.



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In the normal course of business, overpayments are recouped through reductions in future payments made to hospitals and other providers. Such overpayments are the result of, among other things, coordination of benefits and provider claim audits. For the years ended September 30, 2020 and 2019, we recorded a reduction in medical claims expense of \$19,968 and \$32,213, respectively, for such overpayments. As of September 30, 2020 and 2019, respectively, approximately \$1,629 and \$803 are recorded as receivables related to such overpayments.

**Reinsurance**

Reinsurance premiums are reported in medical claims and related expenses and reinsurance recoveries are reported as reductions in medical claims and related expenses.

**Settlements**

AllWays Health contracts with certain providers at negotiated rates based on historical and anticipated experience. These methods of reimbursement result in settlements based on actual versus anticipated experience which could result in either payments due from (to) these providers. Settlements receivable of \$5,514 and \$2,423 were recorded in other current assets as of September 30, 2020 and 2019, respectively. Settlements payable of \$2,921 and \$701 were recorded in accrued medical claims and related expenses as of September 30, 2020 and 2019, respectively. The settlements are intended to include both reported and unreported incurred claims as of September 30, 2020 and 2019.

In 2014, the Affordable Care Act introduced new settlements related to a risk adjustment program, a risk corridor program and a reinsurance program designed to mitigate the transitional impact on insurers for new members. The risk corridor program and reinsurance program ended on December 31, 2016 in accordance with the provision of the Affordable Care Act. Our estimated net receivable due from the federal government for these programs was \$65,753 and \$56,370 at September 30, 2020 and 2019, respectively. Similar to the federal program, Executive Office of Health and Human Services of the Commonwealth (EOHHS) has a risk corridor program, and our estimated net payable due to EOHHS was \$2,186 and \$7,848 as of September 30, 2020 and 2019, respectively.

**Premium Deficiency Reserves**

Premium deficiency reserves are assessed and recognized on a product line basis based upon expected premium revenue, medical expense and administrative expense levels, and remaining contractual obligations using historical experience. There were no premium deficiency reserves as of September 30, 2020 or 2019.

**Claims Adjustment Expenses**

Claims adjustment expenses (CAE) are those costs expected to be incurred in connection with the adjustment and recording of health claims. We have recorded an estimate of unpaid CAE associated with incurred but unpaid claims, which is included in medical claims and related expenses in the accompanying consolidated statements of operations. Management believes the amount of the liability for unpaid CAE as of September 30, 2020, is adequate to cover the cost for the adjustment and recording of unpaid claims; however, actual expenses may differ from those established estimates. Adjustments to the estimates for unpaid CAE are reflected in operating results in the period in which the change in estimate is identified.



# **Mass General Brigham Incorporated and Affiliates**

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#### **3. Pandemic**

On March 11, 2020, the World Health Organization designated COVID-19 as a global pandemic resulting in an extraordinary impact to patient activity in 2020. Federal and state policies, including declarations of a state of emergency by the governors of Massachusetts and New Hampshire on March 10 and March 27, respectively, were enacted to help contain the spread of COVID-19. Beginning on March 18, 2020, our Massachusetts facilities were prohibited from performing nonessential elective procedures. On June 8, 2020, Massachusetts entered phase two of its reopening plan, which permitted our Massachusetts facilities to provide in-person care for certain routine services. Our New Hampshire facilities generally followed a similar timeline.

In response to COVID-19, the Coronavirus Aid Relief and Economic Security (CARES) Act was enacted which provided different types of economic support to a wide variety of companies and individuals. Mass General Brigham employed several CARES Act provisions, with the most significant impacts summarized below.

##### **Medicare Accelerated Payments (MAP)**

As of September 30, 2020, we received approximately \$1,018,093 in MAP funding which is recorded in the current portion of accrual for settlements with third-party payers. Medicare will recoup these payments beginning in April 2021 by withholding 25% of Medicare reimbursements through February 2022, 50% of Medicare reimbursements beginning in March 2022 and final recoupments completed by August 2022.

##### **Deferred Payment of Employer Payroll Taxes**

As of September 30, 2020, we have accumulated \$165,088 of deferred employer payroll taxes within accrued employee compensation and benefits. The CARES Act allows for deferred payments of only the employer share of payroll taxes through December 31, 2020 and requires payment of 50% of these deferred taxes by December 31, 2021 and 50% by December 31, 2022. We intend to continue to defer our payments until the end of the calendar year 2020.

##### **Provider Relief Funds (PRF)**

For the year ended September 30, 2020, we recognized approximately \$546,373 of permanent grants from the PRF within other operating revenue. PRF were used to prevent, prepare for and respond to known or suspected cases of COVID-19, to maintain health care capacity and for lost revenues attributable to COVID-19. Based on our interpretation of available information as of September 30, 2020, we have deferred \$51,759 of PRF we received. These estimates could change as additional guidance becomes available.

#### **4. Operating Revenues**

##### **Net Patient Service Revenue**

Mass General Brigham's providers maintain agreements with The Centers for Medicare and Medicaid Services under the Medicare program, the Commonwealth under the Medicaid program and various managed care payers that govern payment for services rendered to patients covered by these agreements. The agreements generally provide for per case or per diem rates or payments based on discounted charges for inpatient care and discounted charges or fee schedules for outpatient care. Certain contracts also provide for payments that are contingent upon meeting agreed upon quality and efficiency measures.



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We recognize net patient service revenue for services provided to patients who have third-party payer coverage based on contractual rates for the services rendered. For uninsured patients that do not qualify for charity care, we recognize revenue based on our standard rates (subject to discounts) for services provided. Based on our historical experience, a significant portion of uninsured patients are unable or fail to pay for the services provided. Consequently, we have provided implicit discounts to uninsured patients. These discounts represent the difference between amounts billed to patients and amounts expected to be collected based on historical experience. The following summarizes net patient service revenue, net of contractual adjustments and discounts by significant payer:

	Years Ended September 30,			
	2020		2019	
<b>Net patient service revenue (net of contractual adjustments and discounts)</b>				
Medicare	\$ 2,348,346	24.5%	\$ 2,495,102	24.6%
Medicare managed care	451,970	4.7%	446,198	4.4%
Medicaid	644,897	6.7%	651,594	6.4%
Medicaid managed care	150,968	1.6%	151,204	1.5%
Massachusetts's managed care organizations	3,579,093	37.2%	3,970,248	39.1%
Other commercial	1,999,249	20.8%	1,906,389	18.8%
All others	434,673	4.5%	524,415	5.2%
<b>Total all payers</b>	<b>\$ 9,609,196</b>	<b>100.0%</b>	<b>\$ 10,145,150</b>	<b>100.0%</b>

Net patient service revenue includes estimated retroactive revenue adjustments due to future audits, reviews and investigations. Retroactive adjustments are considered in the recognition of revenue on an estimated basis in the period the related services are rendered, and such amounts are adjusted in future periods as adjustments become known or as years are no longer subject to such audits, reviews and investigations. Contracts, laws and regulations governing the Medicare, Medicaid and charity care programs and managed care payer arrangements are complex and subject to interpretation. As a result, there is at least a reasonable possibility that recorded estimates will change by a material amount in the near term. A portion of the accrual for settlements with third-party payers has been classified as long-term because such amounts, by their nature or by virtue of regulation or legislation, will not be paid within one year.

Third-party payers (accrual) receivable consists of the following:

	Balance Sheet Classification	September 30,	
		2020	2019
<b>Current portion</b>			
Receivable for settlements with third-party payers	Other current assets	\$ 70,633	\$ 118,791
Accrual for settlements with third-party payers	Accounts payable and accrued expenses	(1,080,524)	(75,287)
		(1,009,891)	41,504
<b>Long-term portion</b>			
Receivable for settlements with third-party payers	Other assets	15,340	10,776
Accrual for settlements with third-party payers	Accrued Other	(33,291)	(26,989)
		(17,951)	(16,213)
<b>Third-party payers (accrual) receivable</b>		<b>\$ (1,027,842)</b>	<b>\$ 25,291</b>



**Mass General Brigham Incorporated and Affiliates**  
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We recognize changes in third-party payer settlements and other estimates in the year of the change in estimate. For the years ended September 30, 2020 and 2019, adjustments to prior year estimates resulted in an increase to income from operations of \$28,474 and \$40,448, respectively. Subsequent changes to estimated discounts are generally recorded as adjustments to net patient service revenue in the period of change.

We provide either full or partial charity care to patients who cannot afford to pay for their medical services based on income and family size. Charity care is generally available to qualifying patients for medically necessary services. We report certain bad debts related to emergency services as charity care. As there is no expectation of collection, there is no net patient service revenue recorded related to charity care.

**Premium Revenue**

Premiums are due monthly and are recorded as earned during the period in which members are eligible to receive services. Premiums received prior to the first day of the coverage period are recorded as unearned premiums in accounts payable and accrued expenses.

**Academic and Research Revenue**

Academic and research revenue is recognized as either an exchange or nonexchange transaction, depending on the contract type. The following table sets forth total academic and research revenue received by funding source:

	Years Ended September 30,			
	2020		2019	
National Institute of Health and other federal agencies	\$ 873,811	42.4%	\$ 890,493	43.3%
Federal subcontracts	188,050	9.1%	188,008	9.1%
Industry/Corporate	159,593	7.8%	162,670	7.9%
Foundations/non-profits and other sponsors	589,261	28.6%	583,800	28.4%
Total research revenue	<u>1,810,715</u>		<u>1,824,971</u>	
Academic revenue	249,670	12.1%	232,361	11.3%
Total academic and research revenue	<u>\$ 2,060,385</u>	<u>100.0%</u>	<u>\$ 2,057,332</u>	<u>100.0%</u>



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**Other Revenue**

Other revenue includes all other operating revenue sources, the most significant being the following:

	<b>Years Ended September 30,</b>	
	<b>2020</b>	<b>2019</b>
Provider relief funds (CARES)	\$ 546,373	\$ -
Specialty and retail pharmacy operations	298,070	178,994
Intellectual property and royalties	92,301	96,558
Parking and office rentals	59,770	76,110
Tuition	59,216	61,993
Outsourced services	36,832	38,729
Cafeteria sales	27,959	37,729
Contract administrative fees	32,432	33,410
International contracts	18,971	31,246
Blood factor sales	26,071	27,530
Accountable care organization administration fees	23,706	21,118
Consulting services	15,096	15,004
Investment income	13,716	13,759
Other	308,342	325,319
Total other revenue	<u>\$ 1,558,855</u>	<u>\$ 957,499</u>

**5. Liquidity and Availability**

Cash and investments are managed centrally under policies developed by the Investment Committee and reviewed by the Finance Committee of the Company's Board of Directors. Wherever possible, funds are commingled and are assigned to one of three investment pools (the Money Market Pool, the Aggregate Bond Pool and the Long-Term Pool, collectively, the Pools) which have been structured to provide a range of investment objectives, risk profiles and rates of return appropriate for our assets. Funds are allocated among the Pools based on expected liquidity needs as determined by multi-year financial plans, restrictions and management judgment.

The tiered time horizon structure of the Pools is designed to meet anticipated and contingent liquidity needs. The following tables set forth the periods within which funds are available to meet liquidity needs and, based on redemption provisions with investment managers, the specific Pools from which such funds would be drawn as of:

Investment Pool	September 30, 2020						Total
	Same Day	1 Week	1 Month	3 Months	1 Year	> 1 Year	
Money market	\$ 2,278,647	\$ -	\$ 29,985	\$ -	\$ -	\$ -	\$ 2,308,632
Aggregate bond	550,234	71,194	-	-	-	-	621,428
Long-term	1,559,655	524,340	1,729,144	1,995,487	1,463,834	3,791,263	11,063,723
Total	<u>\$ 4,388,536</u>	<u>\$ 595,534</u>	<u>\$ 1,759,129</u>	<u>\$ 1,995,487</u>	<u>\$ 1,463,834</u>	<u>\$ 3,791,263</u>	<u>\$ 13,993,783</u>
Cumulative total	\$ 4,388,536	\$ 4,984,070	\$ 6,743,199	\$ 8,738,686	\$ 10,202,520	\$ 13,993,783	



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Investment Pool	September 30, 2019						Total
	Same Day	1 Week	1 Month	3 Months	1 Year	> 1 Year	
Money market	\$ 251,956	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 251,956
Aggregate bond	459,594	70,043	60,856	-	-	-	590,493
Long-term	31,011	1,593,065	2,236,094	1,716,957	837,611	3,455,405	9,870,143
Total	<u>\$ 742,561</u>	<u>\$ 1,663,108</u>	<u>\$ 2,296,950</u>	<u>\$ 1,716,957</u>	<u>\$ 837,611</u>	<u>\$ 3,455,405</u>	<u>\$ 10,712,592</u>
Cumulative total	\$ 742,561	\$ 2,405,669	\$ 4,702,619	\$ 6,419,576	\$ 7,257,187	\$ 10,712,592	

The market value of the Aggregate Bond Pool consisted of the following:

	September 30,	
	2020	2019
Short-term investments and U.S. Treasuries	\$ 317,812	\$ 459,594
Separately managed mortgage and asset-backed securities and corporate bonds	169,060	70,043
Commingled fixed income vehicles	<u>134,556</u>	<u>60,856</u>
Total of Aggregate Bond Pool	<u>\$ 621,428</u>	<u>\$ 590,493</u>

As of September 30, 2020 and 2019, we had cash and equivalents not included in the Pools of \$79,817 and \$198,775, respectively. As of September 30, 2020 and 2019, we had net patient accounts receivable of \$983,273 and \$1,129,594, respectively, that would be available for general expenditures within one year of the balance sheet dates.

In addition, we maintain two lines of credit aggregating \$375,000 as well as a \$500,000 Taxable Commercial Paper program that provide access to same day funds.

**6. Investments and Investments Limited as to Use**

Investments are either invested in the Pools or separately managed. Substantially all affiliates participate in the Pools. Their respective ownership interests are tracked and updated monthly and are accounted for using the fair value method. Income (including realized gains and losses) from the Pools is allocated to each participant on a monthly basis based on its proportionate interest in the Pools.

Oversight of the management of the investable assets, including the Pools and pension assets, is provided by the Investment Committee of the Company's Board of Directors which seeks to achieve incremental returns by manager selection and asset allocation (increasing/decreasing allocations within allowable ranges based on current and projected valuations). The Committee is supported by a professional staff, an outside investment consultant and a pension actuarial consultant.



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We utilize a target allocation policy and balance projected returns, correlation and volatility of various asset classes within the overall risk tolerance. Asset allocations are managed based on relative valuations among and within asset classes and the perceived ability of managers to outperform passive benchmarks. Exposure by asset class is the sum of allocation to those managers whose mandates most closely fit the listed asset classes. Asset allocation can and will deviate from target exposures and is regularly monitored for rebalancing.

The Pools invest in a variety of assets which include private partnerships whose assets include equity, fixed income and other investments. As of September 30, 2020, the Pools have unfunded commitments of approximately \$1,213,640 which will be drawn down by the various general partners over the next several years. The maximum annual drawdown is expected to be 3% to 5% of investments and investments limited as to use.

Investments and investments limited as to use are recorded in the balance sheet as follows:

	<b>September 30,</b>	
	<b>2020</b>	<b>2019</b>
<b>Current assets</b>		
Investments	\$ 1,142,275	\$ 2,791,502
Current portion of investments limited as to use	4,424,436	2,235,171
	<u>5,566,711</u>	<u>5,026,673</u>
<b>Long-term assets</b>		
Investments limited as to use, less current portion	5,168,054	4,498,716
Long-term investments	2,179,220	1,997,617
	<u>\$ 12,913,985</u>	<u>\$ 11,523,006</u>

Investments limited as to use consist of the following:

	<b>September 30, 2020</b>		<b>September 30, 2019</b>	
	<b>Current Portion</b>	<b>Long-Term Portion</b>	<b>Current Portion</b>	<b>Long-Term Portion</b>
<b>Internally designated funds</b>				
Reserved for capital expenditures	\$ 1,025,715	\$ -	\$ 1,153,160	\$ -
Unexpended academic and research gifts	-	3,989,810	-	3,659,920
Deferred compensation	-	474,875	-	405,032
Other	2,721,020	666,489	612,505	398,384
	<u>3,746,735</u>	<u>5,131,174</u>	<u>1,765,665</u>	<u>4,463,336</u>
<b>Externally limited funds</b>				
Unexpended funds on research	367,858	-	262,017	-
Contributions held for others	1,742	-	2,051	-
Professional liability trust fund	-	36,880	-	35,380
Held by trustees under debt and other agreements	308,101	-	205,438	-
	<u>677,701</u>	<u>36,880</u>	<u>469,506</u>	<u>35,380</u>
	<u>\$ 4,424,436</u>	<u>\$ 5,168,054</u>	<u>\$ 2,235,171</u>	<u>\$ 4,498,716</u>



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Investment income and gains (losses) from cash and equivalents, investments, investments limited as to use and beneficial interests in perpetual trusts comprise the following:

	<b>Years Ended September 30,</b>	
	<b>2020</b>	<b>2019</b>
<b>Unrestricted</b>		
Dividends, interest and other income	\$ 27,512	\$ 55,891
Endowment income distributions, net of reinvested gains	68,404	57,559
Net realized gains on investments	348,020	419,858
Change in unrealized appreciation of investments	399,666	(97,045)
Total investment activity included in excess of revenues over expenses	<u>843,602</u>	<u>436,263</u>
<b>Donor restricted</b>		
Dividends and interest income	1,105	5,630
Endowment income distributions	(75,868)	(69,519)
Net realized gains on investments	74,061	91,044
Change in unrealized appreciation of investments	86,078	(32,691)
Change in value of beneficial interests in perpetual trusts	1,794	916
Total donor restricted investment activity	<u>87,170</u>	<u>(4,620)</u>
Total investment income and gains	<u>\$ 930,772</u>	<u>\$ 431,643</u>

Investment income included in operating results and excess of revenues over expenses comprise the following:

	<b>Years Ended September 30,</b>	
	<b>2020</b>	<b>2019</b>
Investment income included in operations and reported in other revenue	\$ 13,716	\$ 13,759
Investment income included in nonoperating gains and reported in		
Income from investments	612,355	182,829
Academic and research gifts, net of expenses	217,531	239,675
Total investment activity included in excess of revenues over expenses	<u>\$ 843,602</u>	<u>\$ 436,263</u>

**7. Fair Value Measurements**

Fair value 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 (also referred to as exit price). Therefore, a fair value measurement should be determined based on the assumptions that market participants would use in pricing the asset or liability. In determining fair value, the use of various valuation approaches, including market, income and cost approaches, is permitted.



# Mass General Brigham Incorporated and Affiliates

## Notes to Consolidated Financial Statements

### September 30, 2020 and 2019

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#### **Fair Value Hierarchy**

A fair value hierarchy has been established based on whether the inputs to valuation techniques are observable or unobservable. Observable inputs reflect market data obtained from independent sources, while unobservable inputs reflect the reporting entity's assumptions about the inputs market participants would use. The fair value hierarchy requires the reporting entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. In addition, for hierarchy classification purposes, the reporting entity should not look through the form of an investment to the nature of the underlying securities held by an investee.

The hierarchy is described below.

- |         |   |
|---------|---|
| Level 1 | Valuations using quoted prices in active markets for identical assets or liabilities. Valuations of these products do not require a significant degree of judgment. Level 1 assets and liabilities primarily include debt and equity securities that are traded in an active exchange market.   |
| Level 2 | Valuations using observable inputs other than Level 1 prices such as quoted prices in active markets for similar assets or liabilities; quoted prices for identical or similar assets or liabilities in markets that are not active; broker or dealer quotations; or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities. Level 2 assets and liabilities primarily include debt securities with quoted prices that are traded less frequently than exchange-traded instruments as well as debt securities and derivative contracts whose value is determined using a pricing model with inputs that are observable in the market or can be derived principally from or corroborated by observable market data. |
| Level 3 | Valuations using unobservable inputs that are supported by little or no market activity and are significant to the fair value of the assets or liabilities. Level 3 includes assets and liabilities whose value is determined using pricing models, discounted cash flow methodologies, or similar techniques reflecting the reporting entity's assumptions about the assumptions market participants would use as well as those requiring significant management judgment.   |

#### **Valuation Techniques**

Pooled investments, separately invested short-term investments and debt and equity securities are classified within Level 1 or Level 2 of the fair value hierarchy as they are valued using quoted market prices, broker or dealer quotations, or other observable pricing sources. Certain types of investments are classified within Level 3 of the fair value hierarchy because they have little or no market activity and therefore have little or no observable inputs with which to measure fair value.

The valuation of interest rate swaps is determined using widely accepted valuation techniques, including discounted cash flow analysis on the expected cash flows of each derivative. This analysis reflects the contractual terms of the derivatives, including the period to maturity, and uses observable market-based inputs, including interest rate curves and implied volatilities.



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The following tables summarize financial assets and liabilities measured at fair value on a recurring basis as of:

September 30, 2020					
Fair Value Measurements Using					
	Quoted Prices in Active Markets for Identical Items (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	Investments Valued Using NAV as a Practical Expedient	Total
<b>Assets</b>					
Pooled investments					
Short-term investments	\$ 1,628,674	\$ 679,958	\$ -	\$ -	\$ 2,308,632
Separately managed investments	1,693,788	732,375	-	-	2,426,163
Mutual funds	134,555	-	-	-	134,555
Commingled funds	-	1,164,116	-	-	1,164,116
Private partnerships and other	-	-	-	7,960,317	7,960,317
	<u>3,457,017</u>	<u>2,576,449</u>	<u>-</u>	<u>7,960,317</u>	<u>13,993,783</u>
Separately invested					
Short-term investments	103,865	-	-	-	103,865
Equities	66,803	-	-	-	66,803
Mutual funds	532,755	130,690	-	-	663,445
Beneficial interests in perpetual assets	-	-	52,864	-	52,864
	<u>703,423</u>	<u>130,690</u>	<u>52,864</u>	<u>-</u>	<u>886,977</u>
	<u>\$ 4,160,440</u>	<u>\$ 2,707,139</u>	<u>\$ 52,864</u>	<u>\$ 7,960,317</u>	<u>\$ 14,880,760</u>
Interest rate swaps					
Liabilities		<u>\$ (662,384)</u>			<u>\$ (662,384)</u>

September 30, 2019					
Fair Value Measurements Using					
	Quoted Prices in Active Markets for Identical Items (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	Investments Valued Using NAV as a Practical Expedient	Total
<b>Assets</b>					
Pooled investments					
Short-term investments	\$ 77,760	\$ 174,195	\$ -	\$ -	\$ 251,955
Separately managed investments	1,697,302	265,838	-	-	1,963,140
Mutual funds	70,043	-	-	-	70,043
Commingled funds	-	1,451,470	-	-	1,451,470
Private partnerships and other	-	-	-	6,975,984	6,975,984
	<u>1,845,105</u>	<u>1,891,503</u>	<u>-</u>	<u>6,975,984</u>	<u>10,712,592</u>
Separately invested					
Short-term investments	124,688	-	-	-	124,688
Equities	36,266	-	-	-	36,266
Mutual funds	534,423	33,874	-	-	568,297
Beneficial interests in perpetual assets	-	-	50,457	-	50,457
	<u>695,377</u>	<u>33,874</u>	<u>50,457</u>	<u>-</u>	<u>779,708</u>
	<u>\$ 2,540,482</u>	<u>\$ 1,925,377</u>	<u>\$ 50,457</u>	<u>\$ 6,975,984</u>	<u>\$ 11,492,300</u>
Interest rate swaps					
Liabilities		<u>\$ (510,579)</u>			<u>\$ (510,579)</u>



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**8. Pledges and Contributions Receivable**

Pledges receivable represent unconditional promises to give and are net of allowances for uncollectible amounts. Pledges are recorded at the present value of their estimated future cash flows. Pledges collectible within one year are classified as other current assets, net of allowances, and total \$101,517 and \$107,586 as of September 30, 2020 and 2019, respectively. Estimated cash flows due after one year are discounted using published treasury bond and note yields that are commensurate with estimated collection risks. The blended discount rate was 0.2% and 1.6% for 2020 and 2019, respectively. Pledges are expected to be collected as follows:

	<b>September 30,</b>	
	<b>2020</b>	<b>2019</b>
Amounts due		
Within one year	\$ 128,375	\$ 127,396
In one to five years	151,247	178,196
In more than five years	51,820	60,339
Total pledges receivable	331,442	365,931
Less: Unamortized discount	1,401	11,714
	330,041	354,217
Less: Allowance for uncollectibles	31,473	24,138
Net pledges receivable	298,568	330,079
Contributions receivable from trusts	59,294	62,431
	<u>\$ 357,862</u>	<u>\$ 392,510</u>

**9. Property and Equipment**

Property and equipment consists of the following:

	<b>September 30,</b>	
	<b>2020</b>	<b>2019</b>
Land and land improvements	\$ 353,815	\$ 341,650
Buildings and building improvements	8,768,567	8,287,126
Equipment	2,858,382	2,957,515
Construction in progress	343,874	609,146
Finance right-of-use lease assets	1,992	-
	12,326,630	12,195,437
Less: Accumulated depreciation	5,915,513	5,638,231
Property and equipment, net	<u>\$ 6,411,117</u>	<u>\$ 6,557,206</u>

Depreciation expense for the years ended September 30, 2020 and 2019 was \$710,684 and \$681,807, respectively. Interest costs, net of interest earned, aggregating \$1,581 and \$7,406 were capitalized in 2020 and 2019, respectively.



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For the years ended September 30, 2020 and 2019, fully depreciated assets with an original cost of \$433,402 and \$388,575, respectively, were written off.

**10. Levels of Capital and Surplus**

Risk-based capital (RBC) is a methodology adopted by the National Association of Insurance Commissioners for determining the minimum level of capital and surplus deemed necessary for an insurer based upon the types of assets held and business written. The Company has guaranteed to the Massachusetts Division of Insurance (DOI) (the RBC Guaranty) to maintain AllWays Health's capital and surplus at a specified minimum level, measured quarterly in accordance with an RBC methodology permitted by DOI. The RBC Guaranty may be enforced by the DOI. In 2020 and 2019, AllWays Health returned capital of \$50,000 and \$100,000, respectively, to the Company. AllWays Health's current contract with EOHHS requires AllWays Health to maintain a minimum net worth and/or financial insolvency insurance in an amount equal to the Minimum Net Worth calculation as defined in Massachusetts General Law 176G, Section 25. At December 31, 2019 and 2018 (AllWays Health's statutory year end), the minimum net worth requirement, as determined in accordance with EOHHS guidelines, was \$40,527 and \$64,942, respectively. AllWays Health's statutory net worth was \$160,753 and \$271,421 at December 31, 2019 and 2018, respectively, and thus exceeded the EOHHS requirements by \$120,226 and \$206,479, respectively.

**11. Accrued Medical Claims and Related Expenses**

Accrued medical claims and related expenses include estimates of expected trends in claims severity, frequency, and other factors, which could vary as the claims are ultimately settled and are based principally upon historical experience. For the years ended September 30, 2020 and 2019, changes in estimates resulted in an increase (decrease) of accrued medical claims and related expense of \$3,874 and (\$3,613), respectively. Increases (decreases) of this nature occur as the result of claim settlements and recoveries during the current year and as additional information is received regarding individual claims, causing changes from the original estimates of the cost of these claims. Ongoing analysis of the recent loss development trends is also taken into account in evaluating the overall adequacy of the reserves.



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Changes in accrued medical claims and related expenses are as follows:

	2020	2019
<b>Balance at beginning of year</b>	\$ 57,550	\$ 64,398
Less:		
Accrual for claims adjustment expenses	(3,040)	(994)
Accrued medical payables - other	(1,154)	(9,874)
Plus: Settlements payable, net	35,610	30,506
<b>Net balance at beginning of year</b>	<u>88,966</u>	<u>84,036</u>
Incurring related to		
Current year	606,436	559,723
Prior years	3,874	(3,613)
Total incurred	<u>610,310</u>	<u>556,110</u>
Paid related to		
Current year	497,575	487,195
Prior years	64,656	63,985
Total paid	<u>562,231</u>	<u>551,180</u>
<b>Net balance at end of year</b>	137,045	88,966
Plus:		
Accrual for claims adjustment expenses	1,475	3,040
Accrued medical payables - other	13,609	1,154
Less: Settlements payable, net	(67,491)	(35,610)
<b>Balance at end of year</b>	<u>\$ 84,638</u>	<u>\$ 57,550</u>

Medical claims and related expenses in the accompanying consolidated statements of operations include other nonclaims related costs. These nonclaims related expenses were for directly delivered services and medical cost risk sharing and incentives.



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**12. Long-Term Obligations**

Mass General Brigham's long-term obligations consist of the following:

	Final Maturity	September 30,	
		2020	2019
<b>Massachusetts Health and Educational Facilities Authority Revenue Bonds</b>			
Series 2005 F*, variable interest rate of 0.29% and 1.71%	2040	229,650	231,300
Series 2007 G*, variable interest rate of 0.20% and 1.90%	2042	75,000	75,000
Series 2008 H*, variable interest rate of 0.19% and 1.38%	2042	165,195	167,700
Series 2009 I*, average fixed interest rate of 4.76%		-	18,175
Series 2010 J*, average fixed interest rate of 5.00%		-	49,035
Series 1997 P*, variable interest rate of 0.09% and 1.54%	2027	150,000	150,000
<b>Massachusetts Development Finance Agency Revenue Bonds</b>			
Series 2011 K*, average fixed interest rate of 4.76%, variable interest rate of 0.12% and 1.56%	2046	110,720	122,170
Series 2012 L*, average fixed interest rate of 4.54%	2023	15,770	87,705
Series 2014 M*, average fixed interest rate of 4.38%	2026	26,835	295,000
Series 2014 N*, variable interest rate of 0.68% and 2.06%	2044	129,850	131,300
Series 2015 O*, average fixed interest rate of 4.44%	2045	193,545	307,840
Series 2016 Q*, average fixed interest rate of 4.60%	2047	417,845	420,280
Series 2016 R*, variable interest rate of 0.67% and 1.97%	2052	100,000	100,000
Series 2017 S*, average fixed interest rate of 4.62%, variable interest rate of 0.59% and 2.05%	2047	940,130	942,850
Series 2019 T*, variable interest rate of 0.66% and 2.12%	2049	158,250	158,250
Series 2020 A*, average fixed interest rate of 4.85%	2050	304,885	-
<b>New Hampshire Health and Education Facilities Authority Revenue Bonds</b>			
Series 2017, average fixed interest rate of 5.00%	2041	95,160	97,405
<b>MGB Taxable Debt</b>			
Series 2007 Bonds, fixed interest rate of 6.26%	2037	100,000	100,000
Series 2011 Bonds, fixed interest rate of 3.44%		-	250,000
2012 Senior Notes, fixed interest rate of 4.11%	2052	400,000	400,000
2014 Senior Notes, fixed interest rate of 4.73%	2044	150,000	150,000
Series 2015 Bonds, fixed interest rate of 4.12%	2055	300,000	300,000
2016 Senior Notes, fixed interest rate of 3.89%	2046	225,000	225,000
Series 2017 Bonds, fixed interest rate of 3.77%	2048	303,844	303,844
2018 Senior Notes, fixed interest rate of 4.60%	2049	400,000	400,000
Series 2020 Bonds, average fixed interest rate of 3.29%	2060	1,017,135	-
2020 Term Loan, fixed interest rate of 2.42%	2022	150,000	-
Other obligations		7,388	6,912
Finance lease liability		-	1,870
Total long-term obligations, par value		6,165,802	5,491,436
Unamortized discounts and premiums, net		290,870	247,170
Deferred financing costs		(26,211)	(23,245)
Total long-term obligations, net		6,430,461	5,715,361
<b>Less</b>			
Current portion		436,166	455,165
Auction rate securities held		29,985	-
		<u>\$ 5,964,310</u>	<u>\$ 5,260,196</u>

\* Denotes series is issued in multiple subseries.

Variable interest rates are presented at September 30, 2020 and 2019, respectively.



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As of September 30, 2020, we held \$29,985 of the Series 2005 F and Series 2007 G Revenue Bonds issued as auction rate securities. Although not legally extinguished, the bonds held by us have been reflected as extinguished under generally accepted accounting principles.

Aggregate maturities and payments of long-term obligations during the next five years and thereafter (including the impact of unamortized discounts and premiums, net and deferred financing costs) and other amounts classified as current liabilities, are as follows:

	<b>Scheduled Maturities</b>	<b>Bonds Supported by Self Liquidity</b>	<b>Bonds Supported by Bank Facilities</b>	<b>Total</b>
2021	\$ 83,851	\$ 249,190	\$ 103,125	\$ 436,166
2022	251,885	-	-	251,885
2023	84,719	-	-	84,719
2024	90,782	-	-	90,782
2025	104,296	-	-	104,296
Thereafter	5,432,628	-	-	5,432,628
	<u>\$ 6,048,161</u>	<u>\$ 249,190</u>	<u>\$ 103,125</u>	<u>\$ 6,400,476</u>

The scheduled maturities represent annual payments as required under debt repayment schedules. The current portion of long-term obligations includes the payments scheduled to be made in 2021, bonds supported by self-liquidity that can be tendered prior to September 30, 2021, and bonds supported by bank facilities with financial institutions (standby bond purchase agreements or letters of credit) that expire prior to September 30, 2021. The bonds supported by self-liquidity provide the bondholder with an option to tender the bonds to the Company. Accordingly, these bonds are classified as a current liability. The bonds supported by bank facilities provide the bondholder with an option to tender the bonds to the liquidity provider. Generally accepted accounting principles require bonds backed by bank facilities expiring within one year of the balance sheet date as well as potential principal amortization under bank facilities' term out provisions due within one year of the balance sheet date to be classified as a current liability.

If bonds supported by bank facilities cannot be remarketed, the repayment terms of those bank facilities would result in repayments of \$56,250 in 2021, \$137,661 in 2022, \$81,411 in 2023, \$37,661 in 2024, \$11,111 in 2025 and \$5,556 thereafter. If the bonds supported by self-liquidity cannot be remarketed, the bonds would be tendered to the Company on their respective earliest tender dates, which differ from scheduled maturity dates, and would result in payments of \$249,190 in 2021, \$50,230 in 2022, \$119,870 in 2023, \$69,250 in 2024, \$61,935 in 2025 and \$206,020 thereafter.



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Scheduled maturities of long-term debt for each of the next five years (excluding the impact of unamortized discounts and premiums, net and deferred financing costs), assuming bonds backed by bank facilities are remarketed and the standby purchase agreements are renewed and bonds supported by self-liquidity are remarketed, are as follows:

2021	\$ 83,851
2022	256,490
2023	104,624
2024	110,887
2025	124,751
Thereafter	5,485,199
	<u>\$ 6,165,802</u>

Interest expense paid during the years ended September 30, 2020 and 2019 was \$251,804 and \$230,348, respectively.

In January 2020, we issued \$304,885 of Mass General Brigham Series 2020 A Revenue Bonds, plus bond premium of \$79,262. The bond proceeds, net of issuance costs of \$1,511, were used to refund portions of Series J Bonds (\$38,765), Series M Bonds (\$50,000) and Series O Bonds (\$50,000), and to finance certain capital projects (\$243,871).

In January 2020, we issued \$1,017,135 of Mass General Brigham Series 2020 Taxable Bonds. The bond proceeds, net of issuance costs of \$6,649, were used to refund portions of Series L Bonds (\$57,313), Series M Bonds (\$241,104) and Series O Bonds (\$68,559), to refund Series 2011 Taxable Bonds (\$250,000), and to finance certain capital projects (\$393,510).

In January 2019, we issued \$158,250 of Partners HealthCare System Series 2019 T Revenue Bonds. The bond proceeds were used to refund Massachusetts Eye and Ear Infirmary Series D Bonds (\$55,402), refund Series M-2 Bonds (\$50,000) and repay the borrowing under the Credit Agreement (\$52,848).

In December 2018 and January 2019, we issued \$350,000 and \$50,000, respectively, of Partners HealthCare System 2018 Taxable Senior Notes. Proceeds from the Notes were used to finance certain capital projects.

Mass General Brigham bonds are general obligations of the Company supported by guarantees from Brigham Health, Inc., The Brigham and Women's Hospital, Inc., The Massachusetts General Hospital and The General Hospital Corporation which may be suspended under certain conditions.

Our debt agreements contain certain covenants, including a minimum debt service coverage ratio and limitations on additional indebtedness and asset transfers.

**Lines of Credit**

The Company maintains two lines of credit aggregating \$375,000 that provide access to same day funds. Advances under the lines of credit bear a variable rate of interest based on the London Interbank Offered Rate (LIBOR). As of September 30, 2020, there were no amounts outstanding under the lines of credit. The \$250,000 line of credit expires in June 2023. The \$125,000 line of credit expires in June 2021.



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**Term Loan**

In May 2020, the Company executed a \$150,000 Term Loan with a fixed interest rate of 2.42% and final maturity in May 2022.

**Taxable Commercial Paper**

In September 2020, the Company established a \$500,000 Taxable Commercial Paper (CP) program. As of September 30, 2020, there were no amounts outstanding under the CP program.

**13. Derivatives**

**Interest Rate Swaps**

We utilize swap contracts to lock-in long-term synthetic fixed rates and manage fluctuations in cash flows resulting from interest rate risk on certain of our variable rate bonds. These bonds expose us to variability in interest payments due to changes in interest rates. Management believes that it is prudent to limit this variability. To meet this objective and to take advantage of low interest rates, we have entered into various swap contracts involving the exchange of fixed rate payments by us for variable rate payments from several counterparties that are based on a percentage of LIBOR.

By using swap contracts to manage the risk of changes in interest rates, we expose ourselves to credit risk and market risk. Credit risk is the failure of the counterparty to perform under the terms of the swap contracts. When the fair value of a swap contract is positive, the counterparty has a liability to us, which creates credit risk. We minimize our credit risk by entering into swap contracts with several counterparties and requiring the counterparty to post collateral for our benefit based on the credit rating of the counterparty and the fair value of the swap contract. Conversely, when the fair value of a swap contract is negative, we have a liability to the counterparty and, therefore, we do not have credit risk. Under certain circumstances, we may be required to post collateral for the benefit of the counterparty. Market risk is the adverse effect on the value of a financial instrument that results from a change in interest rates. The market risk associated with interest rate changes is managed by establishing and monitoring parameters that limit the types and degree of market risk that we may undertake.



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The following is a summary of the outstanding positions under our swap contracts as of September 30, 2020:

Effective Date	Notional Amount	Maturity	Rate Paid	Rate Received
5/1/03	\$ 150,000	7/1/35	4.40%	67% 1-month LIBOR
10/15/03	9,945	1/1/31	3.85%	70% 1-month LIBOR
7/1/05	150,000	7/1/40	3.63%	67% 1-month LIBOR
7/1/05	19,100	7/1/25	5.11%	67% 6-month LIBOR
9/1/05	2,445	1/1/23	3.26%	70% 1-month LIBOR
7/1/07	150,000	7/1/42	3.46%	67% 1-month LIBOR
7/1/09	100,000	7/1/44	3.71%	67% 1-month LIBOR
7/1/11	100,000	7/1/46	3.74%	67% 1-month LIBOR
7/1/13	100,000	7/1/48	3.80%	67% 1-month LIBOR
7/1/15	50,000	7/1/50	3.80%	67% 1-month LIBOR
4/1/16	100,000	7/1/52	3.76%	67% 1-month LIBOR
7/1/17	50,000	7/1/52	3.74%	67% 1-month LIBOR
7/1/19	50,000	7/1/49	1.85%	67% 1-month LIBOR
7/1/21	50,000	7/1/51	1.84%	67% 1-month LIBOR
7/1/23	50,000	7/1/53	1.82%	67% 1-month LIBOR
7/1/24	100,000	7/1/54	1.81%	67% 1-month LIBOR
7/1/25	50,000	7/1/55	1.77%	67% 1-month LIBOR
7/1/26	100,000	7/1/56	1.78%	67% 1-month LIBOR
7/1/27	100,000	7/1/57	1.78%	67% 1-month LIBOR
	<u>\$ 1,481,490</u>			

Our swap contracts contain provisions that require collateral to be posted if the fair value of the swap exceeds certain thresholds. The collateral thresholds reflect the current credit ratings issued by major credit rating agencies on our and the counterparty's debt. Declines in our or the counterparty's credit ratings would result in lower collateral thresholds and, consequently, the potential for additional collateral postings by us or the counterparty. As of September 30, 2020 and 2019, we have posted collateral of \$307,469 and \$204,916, respectively. We have established procedures to ensure that liquidity and securities are available to meet collateral posting requirements.

Upon the occurrence of certain events of default or termination events identified in the swap contracts, either the Company or the counterparty could terminate the contracts in accordance with their respective terms. Termination results in the payment of a termination amount by one party that attempts to compensate the other party for its economic losses. If interest rates at the time of termination are lower than those specified in the swap contract, we would make a payment to the counterparty. Conversely, if interest rates at such time are higher, the counterparty would make a payment to us.



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**14. Leases**

We lease property and equipment under both finance and operating lease agreements. Upon adoption of the Leases Standard, we recognize leases with a term greater than twelve months on the balance sheet. We elected the package of practical expedients permitted by the Leases Standard and did not reassess expired agreements for lease identification or classification as a finance or operating lease, or for the reassessment of initial direct costs.

Some lease agreements require us to pay variable costs including property taxes, insurance, maintenance and repairs. Variable costs are excluded from the right-of-use asset and liability. Lease and nonlease components of agreements are not separated. Some leases contain rental escalation clauses and renewal options that are included in lease payment calculations when appropriate. The estimated incremental borrowing rate is used to discount the lease payment amounts.

The components of lease expense consist of the following for the year ending September 30, 2020:

	Year Ended September 30, 2020		
	Supplies and Other Expenses	Academic and Research Gifts, Net of Expenses	Total
Operating lease expense	\$ 204,709	\$ 7,687	\$ 212,396
Short-term lease expense	14,415	117	14,532
Variable lease expense	69,930	1,009	70,939
Finance lease expense			
Amortization of leased assets	593	-	593
Interest on lease liabilities	65	-	65
Total lease expense	<u>\$ 289,712</u>	<u>\$ 8,813</u>	<u>\$ 298,525</u>

Lease related assets and liabilities are as follows:

Balance Sheet Classification		September 30, 2020
Operating lease assets	Right-of-use operating lease assets	\$ 1,139,626
Finance lease assets	Property and equipment, net	1,400
Total lease assets		<u>\$ 1,141,026</u>
Current operating lease liability	Current portion of operating lease obligations	\$ 191,259
Current finance lease liability	Accounts payable and accrued expenses	597
Noncurrent operating lease liability	Operating lease obligation, less current portion	797,096
Noncurrent finance lease liability	Accrued other	633
Total lease liabilities		<u>\$ 989,585</u>



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Supplemental cash flow and other information related to leases as of and for the year ended September 30, 2020 are as follows:

Cash paid for amounts included in the measurement of lease liabilities	
Operating cash flow for operating leases	\$ 257,165
Operating cash flow for finance leases	51
Financing cash flows for finance leases	404
Weighted-average remaining term (years):	
Operating leases	12.8
Finance leases	1.5
Weighted-average discount rate:	
Operating leases	4.17%
Finance leases	4.17%

Commitments related to noncancelable operating and finance leases for each of the next five years and thereafter are as follows:

	Operating Leases	Finance Leases
2021	\$ 193,154	\$ 597
2022	168,569	597
2023	151,591	281
2024	122,770	51
2025	106,530	-
Thereafter	456,102	-
Total minimum future payments	1,198,716	1,526
Less: Amount representing interest	210,361	296
Present value of minimum future payments	988,355	1,230
Less: Current portion	191,259	597
Long-term lease obligations	\$ 797,096	\$ 633



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As reflected in the fiscal 2019 financial statements, minimum future lease commitments under noncancelable leases for the next five years and thereafter are as follows:

	Capital Leases	Operating Leases
2020	\$ 1,170	\$ 185,630
2021	754	171,807
2022	-	151,033
2023	-	137,278
2024	-	112,198
Thereafter	-	539,233
Total lease payments	<u>1,924</u>	<u>\$ 1,297,179</u>
Less: Amount representing interest	<u>54</u>	
Capital lease obligations at September 30, 2019	<u>\$ 1,870</u>	

Rental expense under operating leases approximated \$192,208 in 2019.

We are also a lessor and sublessor of real estate under operating leases. Lease income for the year ended September 30, 2020 was \$12,831 and is included in other revenue in the consolidated statements of operations. Some of these leases include expenses such as utilities and maintenance costs in rent charges, however this variable lease income is not considered material. The practical expedient permitted by the Leases Standard has been elected that allows lessors to not separate lease and nonlease components by class of underlying asset for all asset classes. The underlying real estate assets are included in property and equipment, net in the consolidated balance sheets.

The future undiscounted cash flows to be received from these leases for each of the next five years and thereafter is as follows:

2021	\$ 6,317
2022	5,453
2023	3,968
2024	3,608
2025	3,210
Thereafter	<u>166,539</u>
	<u>\$ 189,095</u>

**15. Pension and Postretirement Healthcare Benefit Plans**

Substantially all Mass General Brigham employees are covered under noncontributory defined benefit pension plans and various defined contribution pension plans. In addition, certain affiliates provide subsidized healthcare benefits for retired employees on a self-insured basis, with the benefit obligation being partially funded. These retiree healthcare benefits are administered through an insurance company and are accounted for on the accrual basis, which includes an estimate of future payments for claims incurred.



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In 2019, a voluntary retirement program was offered to a sub-set of Newton-Wellesley Hospital employees who met specific criteria. For those employees who accepted the voluntary retirement package, the benefits of this program were conveyed as increased contributions to the defined benefit pension plan and the postretirement health plan. The total cost of this program was approximately \$31,803, of which approximately \$29,266 was for the defined benefit plan and \$2,537 was for the postretirement plan. In September 2019, approximately \$28,400 was funded into the defined benefit plan related to this program with the remaining \$866 being funded in October 2019.

Total expense for Mass General Brigham plans consists of the following:

	<b>Years Ended September 30,</b>	
	<b>2020</b>	<b>2019</b>
Defined benefit plans	\$ 350,894	\$ 256,768
Defined contribution plans	181,972	179,195
Postretirement healthcare benefit plans	1,069	(110)
	<u>\$ 533,935</u>	<u>\$ 435,853</u>

Information regarding benefit obligations, plan assets, funded status, expected cash flows and net periodic benefit cost is as follows:

**Benefit Obligations**

	<b>Defined Benefit Pension Plans</b>		<b>Postretirement Healthcare Benefit Plans</b>	
	<b>2020</b>	<b>2019</b>	<b>2020</b>	<b>2019</b>
<b>Change in benefit obligations</b>				
Benefit obligations at beginning of year	\$ 8,683,960	\$ 7,028,994	\$ 201,237	\$ 171,425
Service cost	406,668	324,429	3,612	3,105
Interest cost	303,374	309,280	6,170	6,618
Plan amendments (gain) loss	-	827	-	-
Actuarial (gain) loss	64,352	1,231,610	8,978	17,396
Special termination benefits	-	29,266	-	2,537
Benefits paid	(266,939)	(227,558)	(8,615)	(8,464)
Expenses paid	(13,670)	(13,017)	-	-
Employee contributions	117	129	11,398	8,620
Benefit obligations at end of year	<u>\$ 9,177,862</u>	<u>\$ 8,683,960</u>	<u>\$ 222,780</u>	<u>\$ 201,237</u>



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The accumulated benefit obligation for all defined benefit pension plans at the end of 2020 and 2019 was \$8,902,070 and \$8,267,644, respectively.

	Defined Benefit Pension Plans		Postretirement Healthcare Benefit Plans	
	2020	2019	2020	2019
Weighted-average assumptions used to determine end of year benefit obligation				
Discount rate	3.16%	3.40%	2.50% - 3.00%	3.05% - 3.30%
Rate of compensation increase	3.00% - 4.45%	3.00% - 4.45%	N/A	N/A
Postretirement healthcare cost trend rate for next year	N/A	N/A	5.00%	5.50%
Rate to which the cost trend rate is to decline	N/A	N/A	5.00%	5.00%
Year that rate reaches the ultimate trend rate	N/A	N/A	2020	2020

Assumed healthcare cost trend rates have a significant effect on the amounts reported for the postretirement healthcare plans. A one-percentage-point change in assumed healthcare cost trend rates would have the following effect:

	One-Percentage-Point	
	Increase	Decrease
Effect on postretirement benefit obligation	\$ 3,442	\$ (3,939)

**Plan Assets**

	Defined Benefit Pension Plans		Postretirement Healthcare Benefit Plans	
	2020	2019	2020	2019
<b>Change in plan assets</b>				
Fair value of plan assets at beginning of year	\$ 6,799,224	\$ 6,527,812	\$ 121,772	\$ 117,742
Actual return on plan assets	813,785	253,581	4,147	(534)
Employer contributions	426,977	258,277	3,068	4,408
Employee contributions	117	129	11,398	8,620
Benefits paid	(266,939)	(227,558)	(8,615)	(8,464)
Expenses paid	(13,670)	(13,017)	-	-
Fair value of plan assets at end of year	\$ 7,759,494	\$ 6,799,224	\$ 131,770	\$ 121,772

The assets of the defined benefit pension plans are aggregated in a single master trust (Master Trust) and managed as one asset pool. The investment objective for the Master Trust is to achieve the highest reasonable total return after considering (i) plan liabilities, (ii) funding status and projected cash flows, (iii) projected market returns, valuations and correlations for various asset classes and (iv) ability and willingness to incur market risk.

Within the Master Trust, assets are allocated to managers with investment mandates that may range from a single sub-asset class to very broad mandates; with restrictions that range from long-only to unconstrained; and with management structures ranging from separately managed funds to mutual/commingled funds to private partnerships. Less market sensitive managers employ long/short equity and diversified strategies. Investment risks (concentration, correlation, valuation, liquidity, leverage, mandate compliance, etc.) are monitored at the manager level as well as the pool level.



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The following table presents the capital allocations and reported exposures by manager mandate within the Master Trust. Some managers, particularly less market sensitive managers, invest capital among multiple asset classes. The Long-Term Policy Benchmark is 70% Morgan Stanley Capital International All Country World Index and 30% Barclays Global Aggregate Bond.

	September 30, 2020		September 30, 2019	
	Dollars	Reported Exposures	Dollars	Reported Exposures
Global equity	\$ 1,397,021	18.0 %	\$ 865,191	12.7 %
Traditional U.S. equity	876,049	11.3 %	758,228	11.2 %
Traditional foreign developed equity	582,253	7.5 %	781,196	11.5 %
Traditional emerging markets equity	775,927	10.0 %	713,761	10.5 %
Private equity	1,139,772	14.7 %	763,774	11.2 %
Real assets	306,262	4.0 %	271,875	4.0 %
Less Market Sensitive managers	2,305,636	29.7 %	2,287,076	33.6 %
Fixed income managers	376,574	4.8 %	358,124	5.3 %
	<u>\$ 7,759,494</u>	<u>100.0 %</u>	<u>\$ 6,799,225</u>	<u>100.0 %</u>

The postretirement healthcare benefit plans assets are invested in commingled funds with the objective of achieving returns to satisfy plan obligations and with a level of volatility commensurate with our overall financial profile.

The following tables summarize plan assets measured at fair value on a recurring basis (using the fair value hierarchy defined in Note 7) as of:

	September 30, 2020			
	Fair Value Measurements Using			
	Quoted Prices in Active Markets for Identical Items (Level 1)	Significant Other Observable Inputs (Level 2)	Investments Valued Using NAV as a Practical Expedient	Total
<b>Defined benefit pension plans</b>				
Short-term investments	\$ 63,627	\$ -	\$ -	\$ 63,627
Separately managed investments	651,353	236,350	-	887,703
Commingled funds	-	1,434,895	-	1,434,895
Private partnerships	-	-	5,373,269	5,373,269
	714,980	1,671,245	5,373,269	7,759,494
<b>Postretirement healthcare benefit plans</b>				
Commingled funds	25,388	97,318	9,064	131,770
Total plan assets	\$ 740,368	\$ 1,768,563	\$ 5,382,333	\$ 7,891,264



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	September 30, 2019				
	Fair Value Measurements Using				
	Quoted Prices in Active Markets for Identical Items (Level 1)	Significant Other Observable Inputs (Level 2)	Investments Valued Using NAV as a Practical Expedient		Total
<b>Defined benefit pension plans</b>					
Short-term investments	\$ 103,891	\$ -	\$ -	\$	103,891
Separately managed investments	666,531	191,541	310		858,382
Commingled funds	-	1,506,425	-		1,506,425
Private partnerships	88,551	-	4,241,975		4,330,526
	858,973	1,697,966	4,242,285		6,799,224
<b>Postretirement healthcare benefit plans</b>					
Commingled funds	28,405	81,577	11,790		121,772
<b>Total plan assets</b>	<b>\$ 887,378</b>	<b>\$ 1,779,543</b>	<b>\$ 4,254,075</b>	<b>\$</b>	<b>6,920,996</b>

In evaluating the Level at which private partnerships have been classified within the fair value hierarchy, management has assessed factors including but not limited to price transparency, the ability to redeem these investments at net asset value at the measurement date and the existence or absence of certain restrictions at the measurement date. Investments in private partnerships generally have limited redemption options for investors and, subsequent to final closing, may or may not permit subscriptions by new or existing investors. These entities may also have the ability to impose gates, lockups and other restrictions on an investor's ability to readily redeem out of their investment interest in the fund. As of September 30, 2020 and 2019, we have excluded all assets from the fair value hierarchy for which fair value is measured using net asset value per share as a practical expedient.



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**Funded Status**

The funded status of the plans recognized in the balance sheet and the amounts recognized in unrestricted net assets is as follows:

	<b>Defined Benefit Pension Plans</b>		<b>Postretirement Healthcare Benefit Plans</b>	
	<b>2020</b>	<b>2019</b>	<b>2020</b>	<b>2019</b>
<b>End of year</b>				
Fair value of plan assets at measurement date	\$ 7,759,494	\$ 6,799,224	\$ 131,770	\$ 121,772
Benefit obligations at measurement date	(9,177,862)	(8,683,960)	(222,780)	(201,237)
Funded status	<u>\$ (1,418,368)</u>	<u>\$ (1,884,736)</u>	<u>\$ (91,010)</u>	<u>\$ (79,465)</u>
<b>Amounts recognized in the balance sheet consist of</b>				
Current liabilities	\$ (1,433)	\$ (2,562)	\$ (1,190)	\$ (1,161)
Long-term liabilities	(1,416,935)	(1,882,174)	(89,820)	(78,304)
	<u>\$ (1,418,368)</u>	<u>\$ (1,884,736)</u>	<u>\$ (91,010)</u>	<u>\$ (79,465)</u>
<b>Amounts not yet recognized in net periodic benefit cost and included in unrestricted net assets consist of</b>				
Actuarial net loss (gain)	\$ 2,434,412	\$ 2,858,791	\$ 49,478	\$ 41,230
Prior service cost (credit)	(227,789)	(261,883)	(13,642)	(18,931)
	<u>\$ 2,206,623</u>	<u>\$ 2,596,908</u>	<u>\$ 35,836</u>	<u>\$ 22,299</u>
<b>Amounts recognized in unrestricted net assets consist of</b>				
Current year actuarial (gain) loss	\$ (255,997)	\$ 1,440,052	\$ 11,917	\$ 25,870
Amortization of actuarial gain (loss)	(168,383)	(89,760)	(3,661)	(861)
Current year prior service cost (credit)	-	827	-	-
Amortization of prior service (cost) credit	34,095	33,947	5,289	5,289
	<u>\$ (390,285)</u>	<u>\$ 1,385,066</u>	<u>\$ 13,545</u>	<u>\$ 30,298</u>

As of September 30, 2020 and 2019, the projected benefit obligation, accumulated benefit obligation and fair value of plan assets for pension plans with an accumulated benefit obligation in excess of plan assets were as follows:

	<b>September 30,</b>	
	<b>2020</b>	<b>2019</b>
<b>Accumulated benefit obligation in excess of plan assets</b>		
Projected benefit obligation	\$ 9,177,862	\$ 8,683,960
Accumulated benefit obligation	8,902,070	8,267,644
Fair value of plan assets	7,759,494	6,799,224



**Mass General Brigham Incorporated and Affiliates**  
**Notes to Consolidated Financial Statements**  
**September 30, 2020 and 2019**

(in thousands of dollars)

**Expected Cash Flows**

Information about the expected cash flows for the defined benefit and postretirement healthcare benefit plans is as follows:

	Defined Benefit Pension Plans	Postretirement Healthcare Benefit Plans	
<b>Expected employer contributions</b>			
2021	\$ 435,984	\$ 3,931	
			<b>Medicare Subsidy</b>
<b>Expected benefit payments (receipts)</b>			
2021	550,643	11,493	(24)
2022	377,554	12,501	(20)
2023	404,489	13,364	(18)
2024	415,561	14,221	(15)
2025	439,942	14,895	(13)
2026-2030	2,484,120	78,892	(35)

**Net Periodic Benefit Cost**

	Defined Benefit Pension Plans		Postretirement Healthcare Benefit Plans	
	2020	2019	2020	2019
Service cost	\$ 406,668	\$ 324,429	\$ 3,612	\$ 3,105
Special termination benefits	-	29,266	-	2,537
	<u>406,668</u>	<u>353,695</u>	<u>3,612</u>	<u>5,642</u>
Interest cost	303,374	309,280	6,170	6,618
Expected return on plan assets	(493,436)	(462,020)	(7,085)	(7,942)
Amortization of				
Prior service cost (credit)	(34,095)	(33,947)	(5,289)	(5,289)
Actuarial net (gain) loss	168,383	89,760	3,661	861
Non-service related pension income	<u>(55,774)</u>	<u>(96,927)</u>	<u>(2,543)</u>	<u>(5,752)</u>
Net periodic benefit cost	<u>\$ 350,894</u>	<u>\$ 256,768</u>	<u>\$ 1,069</u>	<u>\$ (110)</u>



**Mass General Brigham Incorporated and Affiliates**  
**Notes to Consolidated Financial Statements**  
**September 30, 2020 and 2019**

(in thousands of dollars)

Amounts expected to be amortized from unrestricted net assets into net periodic benefit cost during the year ending September 30, 2021 are as follows:

	Defined Benefit Pension Plans	Postretirement Healthcare Benefit Plans
Actuarial net loss (gain)	\$ 148,542	\$ 4,856
Prior service cost (credit)	(33,869)	(5,289)

	Defined Benefit Pension Plans		Postretirement Healthcare Benefit Plans	
	2020	2019	2020	2019
<b>Weighted-average assumptions used to determine net periodic pension and postretirement cost</b>				
Discount rate	3.40 %	4.31 %	3.05% - 3.30%	3.80% - 4.30%
Expected return on plan assets	7.00 %	7.25 %	6.00 %	6.75 %
Rate of compensation increase	3.00% - 4.45%	3.00% - 4.45%	N/A	N/A
Healthcare cost trend rate for this year	N/A	N/A	5.00% - 5.50%	6.00%
Rate to which the cost trend rate is to decline	N/A	N/A	5.00 %	5.00%
Year that rate reaches the ultimate trend rate	N/A	N/A	2021	2021

We use a long-term return assumption which is validated annually by obtaining long-term asset return, volatility and correlation projections for relevant asset class indexes; modifying volatility and correlations to reflect the actual historical experience of the active managers; calculating the expected return using benchmark weights and indexes; and comparing the return assumption to the sum of the expected return and the historical outperformance of the actual return versus the benchmark. We regularly monitor the active risk of the Master Trust by a statistical regression of the return series of the actual portfolio to that of the policy benchmark.

Assumed healthcare cost trend rates have a significant effect on the amounts reported for the postretirement healthcare plans. A one-percentage-point change in assumed healthcare cost trend rates would have the following effect:

	One-Percentage-Point	
	Increase	Decrease
Effect on service and interest cost	\$ 150	\$ (152)



**Mass General Brigham Incorporated and Affiliates**  
**Notes to Consolidated Financial Statements**  
**September 30, 2020 and 2019**

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*(in thousands of dollars)*

**16. Professional Liability Insurance**

We insure substantially all of our professional and general liability risk on a claims-made basis in cooperation with other healthcare organizations in the Greater Boston area through a captive insurance company, Controlled Risk Insurance Company Ltd. (CRICO). The Company owns 11% of CRICO. The policies cover claims made during their respective terms, but not those occurrences for which claims may be made after expiration of the policy. Management intends to renew its coverage on a claims-made basis and has no reason to believe that it will be prevented from such renewal. During 2020, CRICO announced and paid a dividend to member organizations. As a result, we recognized dividend income of \$57,997 as a nonoperating gain. During 2020, CRICO also made a payment to member organizations for certain tail liabilities they had previously assumed on an occurrence basis, which was recorded as a reduction in the insurance receivable from CRICO of \$88,939.

We follow the accounting policy of establishing reserves to cover the ultimate costs of medical malpractice claims, which include costs associated with litigating or settling claims. The liability also includes an estimated tail liability, established to cover all malpractice claims incurred but not reported to the insurance company as of the end of the year. The total malpractice liability of \$567,770 and \$542,136 as of September 30, 2020 and 2019, respectively, is presented as an accrued professional liability in the consolidated balance sheets. These reserves have been recorded on a discounted basis using an interest rate of 3.0% and 3.25% as of September 30, 2020 and 2019, respectively.

We also recognize an insurance receivable from CRICO at the same time that it recognizes the liability, measured on the same basis as the liability, subject to the need for a valuation allowance for uncollectible amounts. The insurance receivable of \$397,017 and \$459,634 as of September 30, 2020 and 2019, respectively, is reported as a component of other assets in the consolidated balance sheets.

Management is not aware of any claims against us or factors affecting CRICO that would cause the expense for professional liability risks to vary materially from the amount provided.

**17. Concentration of Credit Risk**

Financial instruments that potentially subject us to concentration of credit risk consist of patient accounts receivable, research grants receivable, pledges receivable, premiums receivable, certain investments and interest rate swaps.

Mass General Brigham provider organizations receive a significant portion of payments for services rendered from a limited number of government and commercial third-party payers, including Medicare, Medicaid, Blue Cross and Blue Shield of Massachusetts, Harvard Pilgrim Health Care, and Tufts Health Plan. Research funding is provided through many government and private sponsors. AllWays Health receives a portion of premium revenue from the Commonwealth. Pledges receivable are due from multiple donors. We assess the credit risk for pledges based on history and the financial wherewithal of donors, most of which are individuals or organizations well known to us.



**Mass General Brigham Incorporated and Affiliates**  
**Notes to Consolidated Financial Statements**  
**September 30, 2020 and 2019**

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*(in thousands of dollars)*

Investments, which include government and agency securities, stocks and corporate bonds, private partnerships and other investments, are not concentrated in any corporation or industry or with any single counterparty. Alternative investments are less liquid than other investments. The reported values of the alternative investments may differ significantly from the values that would have been used had a ready market for those securities existed. These instruments may contain elements of both credit and market risk. Such risks include, but are not limited to, limited liquidity, absence of oversight, dependence upon key individuals, emphasis on speculative investments and nondisclosure of portfolio composition.

We minimize our credit risk exposure under interest rate swap agreements by utilizing several counterparties and requiring the counterparties to post collateral for our benefit when the fair value of the swap is positive. We minimize our counterparty risk by contracting with nine counterparties, none of which accounts for more than 20% of the aggregate notional amount of the swap contracts.

**18. Net Assets**

Donor restricted net assets are available for the following purposes:

	<b>September 30,</b>	
	<b>2020</b>	<b>2019</b>
<b>Donor restricted</b>		
Charity care	\$ 183,988	\$ 173,946
Buildings and equipment	126,464	133,542
Clinical care, research and academic	2,210,778	2,081,896
	<u>\$ 2,521,230</u>	<u>\$ 2,389,384</u>

**Endowment**

Our endowment consists of numerous individual funds established for a variety of purposes and includes both donor restricted endowment funds and funds designated by boards to function as endowment.

We have interpreted UPMIFA as requiring the preservation of the value of the original contribution of the donor restricted endowment funds absent explicit donor stipulations to the contrary. As a result of this interpretation, we classify as donor restricted net assets the original value of all contributions with donor stipulations to maintain in perpetuity, accumulated gains required to be maintained in perpetuity by explicit donor stipulation or accumulated gains which have been appropriated for expenditure in a manner consistent with the standard of prudence prescribed by UPMIFA. In accordance with UPMIFA, we consider several factors in making a determination to appropriate or accumulate donor restricted endowment funds. These factors include: the duration and preservation of the fund; the purposes of the organization and the donor restricted endowment fund; general economic conditions; the possible effect of inflation and deflation; the expected total return from income and the appreciation of investments; other resources of the organization; and the investment policies of the organization.



**Mass General Brigham Incorporated and Affiliates**  
**Notes to Consolidated Financial Statements**  
**September 30, 2020 and 2019**

(in thousands of dollars)

**Endowment Funds with Deficits**

From time to time, the value of assets associated with individual donor restricted endowment funds may fall below the value of the initial and subsequent donor contribution amounts. These deficits generally result from unfavorable market fluctuations that occurred after the investment of new donor restricted contributions or subsequent endowment additions. When such endowment deficits exist, they are classified as a reduction to donor restricted net assets.

The following presents the endowment net asset composition by type of fund as of September 30, 2020 and 2019 and the changes in endowment assets for the years ended September 30, 2020 and 2019:

	Unrestricted	Donor Restricted	Total
<b>Endowment net asset composition by type of fund as of September 30, 2020</b>			
Donor restricted endowment funds	\$ -	\$ 1,977,011	\$ 1,977,011
Board designated endowment funds	1,248,539	-	1,248,539
Total funds	<u>\$ 1,248,539</u>	<u>\$ 1,977,011</u>	<u>\$ 3,225,550</u>
	Unrestricted	Donor, Restricted	Total
<b>Changes in endowment net assets</b>			
Endowment net assets at September 30, 2019	<u>\$ 1,171,631</u>	<u>\$ 1,839,545</u>	<u>\$ 3,011,176</u>
Investment return			
Investment income	640	977	1,617
Net realized and unrealized appreciation	101,300	150,734	252,034
Total investment return	101,940	151,711	253,651
Contributions	6,450	63,130	69,580
Appropriation of endowment assets for expenditure	(48,352)	(75,325)	(123,677)
Other changes	16,870	(2,050)	14,820
Total changes	<u>76,908</u>	<u>137,466</u>	<u>214,374</u>
Endowment net assets at September 30, 2020	<u>\$ 1,248,539</u>	<u>\$ 1,977,011</u>	<u>\$ 3,225,550</u>



**Mass General Brigham Incorporated and Affiliates**  
**Notes to Consolidated Financial Statements**  
**September 30, 2020 and 2019**

(in thousands of dollars)

	Unrestricted	Donor Restricted	Total
<b>Endowment net asset composition by type of fund as of September 30, 2019</b>			
Donor restricted endowment funds	\$ -	\$ 1,839,545	\$ 1,839,545
Board-designated endowment funds	1,171,631	-	1,171,631
Total funds	<u>\$ 1,171,631</u>	<u>\$ 1,839,545</u>	<u>\$ 3,011,176</u>

	Unrestricted	Donor Restricted	Total
<b>Changes in endowment net assets</b>			
Endowment net assets at September 30, 2018	<u>\$ 1,264,410</u>	<u>\$ 1,365,096</u>	<u>\$ 2,629,506</u>
Investment return			
Investment income	3,563	5,379	8,942
Net realized and unrealized appreciation	39,907	60,014	99,921
Total investment return	<u>43,470</u>	<u>65,393</u>	<u>108,863</u>
Contributions	7,773	286,193	293,966
Appropriation of endowment assets for expenditure	(50,141)	(69,938)	(120,079)
Other changes	(93,881)	192,801	98,920
Total changes	<u>(92,779)</u>	<u>474,449</u>	<u>381,670</u>
Endowment net assets at September 30, 2019	<u>\$ 1,171,631</u>	<u>\$ 1,839,545</u>	<u>\$ 3,011,176</u>

**19. Functional Expenses**

Expenses by functional classification are allocated based on management's judgement, the nature of the expense and historical experience. Such classifications and allocations are as follows:

	Healthcare Services	Research and Academic	Insurance	General and Administrative	Year Ended September 30, 2020
<b>Operating expenses</b>					
Employee compensation and benefit expense	\$ 6,599,548	\$ -	\$ 58,877	\$ 1,019,788	\$ 7,678,213
Supplies and other expenses	3,491,578	-	65,424	37,611	3,594,613
Medical claims and related expenses	-	-	610,310	-	610,310
Direct academic and research expenses	-	1,591,241	-	-	1,591,241
Depreciation and amortization expenses	654,612	-	-	87,575	742,187
Interest expense	113,807	-	-	78,769	192,576
Total operating expenses	<u>\$ 10,859,545</u>	<u>\$ 1,591,241</u>	<u>\$ 734,611</u>	<u>\$ 1,223,743</u>	<u>\$ 14,409,140</u>



**Mass General Brigham Incorporated and Affiliates**  
**Notes to Consolidated Financial Statements**  
**September 30, 2020 and 2019**

(in thousands of dollars)

Direct academic and research expenses include \$1,008,098 of employee compensation and benefit expense and \$583,143 of supplies and other expenses for the year ended September 30, 2020.

	Healthcare Services	Research and Academic	Insurance	General and Administrative	Year Ended September 30, 2020
<b>Nonoperating expenses</b>					
Employee compensation and benefit expense	\$ -	\$ -	\$ -	\$ 69,202	\$ 69,202
Supplies and other expenses	-	-	-	29,194	29,194
Interest expense	-	-	-	46,948	46,948
Non-service related pension income	(44,599)	(6,458)	-	(7,260)	(58,317)
<b>Total nonoperating expenses</b>	<b>\$ (44,599)</b>	<b>\$ (6,458)</b>	<b>\$ -</b>	<b>\$ 138,084</b>	<b>\$ 87,027</b>

	Healthcare Services	Research and Academic	Insurance	General and Administrative	Year Ended September 30, 2019
<b>Operating expenses</b>					
Employee compensation and benefit expense	\$ 5,975,215	\$ -	\$ 57,906	\$ 1,179,567	\$ 7,212,688
Supplies and other expenses	3,229,298	-	52,091	57,942	3,339,331
Medical claims and related expenses	-	-	556,110	-	556,110
Direct academic and research expenses	-	1,594,085	-	-	1,594,085
Depreciation and amortization expenses	603,794	-	-	82,580	686,374
Interest expense	128,900	-	-	52,022	180,922
<b>Total operating expenses</b>	<b>\$ 9,937,207</b>	<b>\$ 1,594,085</b>	<b>\$ 666,107</b>	<b>\$ 1,372,111</b>	<b>\$ 13,569,510</b>

Direct academic and research expenses include \$924,570 of employee compensation and benefit expense and \$669,515 of supplies and other expenses for the year ended September 30, 2019.

	Healthcare Services	Research and Academic	Insurance	General and Administrative	Year Ended September 30, 2019
<b>Nonoperating expenses</b>					
Employee compensation and benefit expense	\$ -	\$ -	\$ -	\$ 61,256	\$ 61,256
Supplies and other expenses	-	-	-	45,074	45,074
Interest expense	-	-	-	37,112	37,112
Non-service related pension income	(76,118)	(12,062)	-	(14,499)	(102,679)
<b>Total nonoperating expenses</b>	<b>\$ (76,118)</b>	<b>\$ (12,062)</b>	<b>\$ -</b>	<b>\$ 128,943</b>	<b>\$ 40,763</b>

**20. Contingencies**

We are subject to complaints, claims and litigation which arise in the normal course of business. In addition, we are subject to reviews and investigations by various federal and state government agencies to assure compliance with applicable laws, some of which are subject to different interpretations. Governmental review of compliance by healthcare organizations has increased.



**Mass General Brigham Incorporated and Affiliates**  
**Notes to Consolidated Financial Statements**  
**September 30, 2020 and 2019**

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*(in thousands of dollars)*

**21. Subsequent Events**

We have assessed the impact of subsequent events through December 11, 2020, the date the audited financial statements were issued. During this period, there were no subsequent events that require adjustment to the audited financial statements.



## **Other Financial Information**





## Report of Independent Auditors

To the Board of Directors of  
Mass General Brigham Incorporated and Affiliates

We have audited the consolidated financial statements of Mass General Brigham Incorporated and its affiliates as of and for the years ended September 30, 2020 and 2019 and our report thereon appears on pages 1 and 2 of this document. That audit was conducted for the purpose of forming an opinion on the consolidated financial statements taken as a whole. The consolidating information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The consolidating information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves and other additional procedures, in accordance with auditing standards generally accepted in the United States of America. In our opinion, the consolidating information is fairly stated, in all material respects, in relation to the consolidated financial statements taken as a whole. The consolidating information is presented for purposes of additional analysis of the consolidated financial statements rather than to present the financial position, results of operations, changes in net assets and cash flows of the individual companies and is not a required part of the consolidated financial statements. Accordingly, we do not express an opinion on the financial position, results of operations, changes in net assets and cash flows of the individual companies.

*PricewaterhouseCoopers LLP*

December 11, 2020



**Mass General Brigham Incorporated and Affiliates**  
**Consolidating Balance Sheets**  
**September 30, 2020**

(dollars in thousands)	BH and Affiliates	MGH and Affiliates	NSMC and Affiliates	NWHCS and Affiliates	MEEI and Affiliates	PCC and Affiliates	PCPO	Alkermes Health and Affiliates	MGB	Eliminations	Consolidated
<b>Assets</b>											
<b>Current assets</b>											
Cash and equivalents	\$ 544,132	\$ 809,735	\$ 177,985	\$ 115,616	\$ 71,828	\$ 77,907	\$ (22,252)	\$ 19,236	\$ 335,002	\$ -	\$ 2,129,189
Investments	173,844	1,000,595	(46,733)	39,147	(37,617)	(55,479)	34,229	-	275,832	(241,543)	1,142,275
Current portion of investments limited as to use	891,230	1,485,149	91,751	105,873	63,341	87,463	34,304	-	1,453,767	211,558	4,424,436
Patient accounts receivable, net	349,815	479,093	45,468	50,723	17,348	43,680	5,217	-	(4,761)	(3,310)	983,273
Due from affiliates	-	-	-	-	2,269	-	-	-	270,744	(273,013)	-
Research grants receivable, net	58,930	86,340	-	-	3,629	886	-	-	(100)	-	149,885
Other current assets	146,134	198,263	17,403	15,164	13,558	11,534	5,570	146,795	85,067	(50,410)	589,078
Current portion of notes receivable from affiliates	-	26	-	-	-	-	-	-	293,386	(293,414)	-
<b>Total current assets</b>	<b>2,164,065</b>	<b>4,059,203</b>	<b>285,874</b>	<b>326,523</b>	<b>134,356</b>	<b>165,991</b>	<b>57,068</b>	<b>166,031</b>	<b>2,708,937</b>	<b>(650,132)</b>	<b>9,417,936</b>
Investments limited as to use, less current portion	1,204,394	2,996,566	54,962	36,901	137,255	42,178	1,081	146,778	547,941	-	5,168,054
Long-term investments	297,677	1,541,006	44,618	81,803	163,259	20,312	-	-	30,545	-	2,179,220
Property and equipment, net	1,873,126	2,785,117	381,192	244,792	181,157	275,383	8,098	2,092	680,160	-	6,411,117
Right-of-use operating lease assets	385,031	580,754	15,410	29,988	55,275	13,692	28,133	-	31,143	-	1,139,626
Other assets	99,259	205,722	3,958	2,683	12,612	5,800	198	-	408,443	(14,265)	724,410
Notes receivable from affiliates, less current portion	-	130	-	-	-	-	-	-	3,536,743	(3,536,873)	-
<b>Total assets</b>	<b>\$ 6,023,572</b>	<b>\$ 12,168,498</b>	<b>\$ 786,014</b>	<b>\$ 722,690</b>	<b>\$ 683,914</b>	<b>\$ 523,554</b>	<b>\$ 94,578</b>	<b>\$ 314,901</b>	<b>\$ 7,823,912</b>	<b>\$ (4,201,270)</b>	<b>\$ 25,040,363</b>
<b>Liabilities and Net Assets</b>											
<b>Current liabilities</b>											
Current portion of long-term obligations	\$ -	\$ 115	\$ -	\$ -	\$ -	\$ 185	\$ -	\$ -	\$ 435,866	\$ -	\$ 436,166
Current portion of notes payable to affiliates	130,134	128,645	8,135	18,574	7,248	2,664	14	-	-	(293,414)	-
Accounts payable and accrued expenses	428,163	653,617	78,151	78,891	46,823	49,343	26,940	79,994	493,186	(49,524)	1,885,784
Accrued medical claims and related expenses	-	-	-	-	-	-	-	87,948	-	(3,310)	84,638
Accrued employee compensation and benefits	338,008	545,024	50,731	45,844	25,388	46,240	10,699	10,849	147,322	-	1,219,905
Current portion of operating lease obligations	-	-	-	-	-	-	-	-	-	191,259	191,259
Unexpended funds on research grants	217,295	130,412	(272)	49	12,308	2,418	-	-	5,648	-	367,858
Due to affiliates	80,667	109,664	26,091	19,966	7,326	5,706	15,954	1,449	6,479	(273,302)	-
<b>Total current liabilities</b>	<b>1,194,267</b>	<b>1,565,677</b>	<b>162,836</b>	<b>163,324</b>	<b>99,093</b>	<b>106,556</b>	<b>53,607</b>	<b>180,040</b>	<b>1,088,501</b>	<b>(428,291)</b>	<b>4,185,610</b>
<b>Other liabilities</b>											
Accrued professional liability	28,745	40,757	4,528	5,783	2,001	-	-	-	485,956	-	567,770
Accrued employee benefits	178,940	357,436	17,829	11,612	8,342	3,488	1,081	418	1,465,587	-	2,044,913
Interest rate swaps liability	-	-	-	-	-	-	-	-	662,384	-	662,384
Accrued other	13,496	56,123	5,274	4,588	9,391	950	-	-	108,761	(597)	197,886
Operating lease obligations, less current portion	288,963	525,736	14,949	30,226	55,267	13,806	28,385	-	31,221	(191,259)	797,096
Long-term obligations, less current portion	-	2,548	-	-	-	1,529	-	-	5,990,220	(29,985)	5,964,310
Notes payable to affiliates, less current portion	1,572,130	1,454,983	169,028	177,203	133,565	29,702	262	-	-	(3,536,873)	-
<b>Total liabilities</b>	<b>3,276,541</b>	<b>4,003,258</b>	<b>374,444</b>	<b>392,936</b>	<b>307,659</b>	<b>155,813</b>	<b>83,335</b>	<b>180,458</b>	<b>9,832,630</b>	<b>(4,187,005)</b>	<b>14,420,069</b>
<b>Net assets</b>											
Unrestricted	2,344,221	6,400,045	366,484	244,858	200,496	350,802	11,243	134,443	(1,939,263)	(14,265)	8,099,064
Donor restricted	402,810	1,765,195	45,066	84,696	175,759	16,939	-	-	30,545	-	2,521,230
<b>Total net assets</b>	<b>2,747,031</b>	<b>8,165,240</b>	<b>411,570</b>	<b>329,754</b>	<b>376,255</b>	<b>367,741</b>	<b>11,243</b>	<b>134,443</b>	<b>(1,908,718)</b>	<b>(14,265)</b>	<b>10,620,294</b>
<b>Total liabilities and net assets</b>	<b>\$ 6,023,572</b>	<b>\$ 12,168,498</b>	<b>\$ 786,014</b>	<b>\$ 722,690</b>	<b>\$ 683,914</b>	<b>\$ 523,554</b>	<b>\$ 94,578</b>	<b>\$ 314,901</b>	<b>\$ 7,823,912</b>	<b>\$ (4,201,270)</b>	<b>\$ 25,040,363</b>

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



**Mass General Brigham Incorporated and Affiliates**  
**Consolidating Balance Sheets**  
**September 30, 2019**

(dollars in thousands)	BH and Affiliates	MGH and Affiliates	NSMC and Affiliates	NWHCS and Affiliates	MEEI and Affiliates	PCC and Affiliates	PCPO	AllWays Health and Affiliates	MGB	Eliminations	Consolidated
<b>Assets</b>											
<b>Current assets</b>											
Cash and equivalents	\$ (18,968)	\$ 139,204	\$ 37,839	\$ 11,984	\$ 86,453	\$ 39,824	\$ (21,113)	\$ 55,093	\$ (48,309)	\$ -	\$ 283,807
Investments	650,392	1,603,063	(1,284)	148,600	(16,094)	(1,196)	43,727	-	471,700	(105,406)	2,791,502
Current portion of investments limited as to use	387,813	779,508	54,139	46,667	23,195	37,594	33,729	-	767,120	105,406	2,235,171
Patient accounts receivable, net	404,003	547,463	57,607	55,371	23,989	55,534	5,148	-	(14,053)	(5,468)	1,129,594
Due from affiliates	476	-	-	-	-	-	-	-	216,753	(217,229)	-
Research grants receivable, net	55,672	72,068	-	-	8,283	914	-	-	(400)	-	136,557
Other current assets	165,108	234,362	18,289	17,733	15,800	11,119	3,793	145,160	123,215	(60,834)	673,745
Current portion of notes receivable from affiliates	-	26	-	-	-	-	-	-	289,322	(289,348)	-
<b>Total current assets</b>	<b>1,646,496</b>	<b>3,375,714</b>	<b>166,590</b>	<b>278,355</b>	<b>141,626</b>	<b>143,589</b>	<b>65,284</b>	<b>200,253</b>	<b>1,815,348</b>	<b>(582,879)</b>	<b>7,250,378</b>
Investments limited as to use, less current portion	1,117,137	2,713,509	48,349	33,484	114,925	37,230	723	155,637	277,722	-	4,498,716
Long-term investments	278,708	1,429,957	44,295	79,139	158,595	5,652	-	-	1,271	-	1,997,617
Property and equipment, net	1,938,545	2,851,204	363,120	243,065	183,878	290,240	8,140	2,121	676,893	-	6,557,206
Other assets	408,237	413,011	29,581	28,505	26,901	9,677	2,688	-	9,658	-	928,458
Notes receivable from affiliates, less current portion	-	157	-	-	-	-	-	-	3,578,650	(3,578,607)	-
<b>Total assets</b>	<b>\$ 5,389,123</b>	<b>\$ 10,783,552</b>	<b>\$ 651,935</b>	<b>\$ 662,548</b>	<b>\$ 625,925</b>	<b>\$ 486,388</b>	<b>\$ 77,035</b>	<b>\$ 358,011</b>	<b>\$ 6,359,542</b>	<b>\$ (4,161,686)</b>	<b>\$ 21,232,373</b>
<b>Liabilities and Net Assets</b>											
<b>Current liabilities</b>											
Current portion of long-term obligations	\$ -	\$ 4	\$ -	\$ -	\$ 3,909	\$ 175	\$ -	\$ -	\$ 451,077	\$ -	\$ 455,165
Current portion of notes payable to affiliates	110,352	109,558	55,929	14,306	6,066	2,537	-	-	-	(299,348)	-
Accounts payable and accrued expenses	83,664	183,682	14,896	18,368	19,292	10,215	23,336	65,825	507,170	(60,341)	866,107
Accrued medical claims and related expenses	-	-	-	-	-	-	-	63,018	-	(5,468)	57,550
Accrued employee compensation and benefits	274,031	402,273	42,388	33,564	19,551	33,958	7,753	6,780	112,572	-	932,870
Unexpended funds on research grants	165,423	86,430	(84)	57	8,618	1,529	-	-	44	-	262,017
Due to affiliates	58,419	98,048	5,435	14,427	15,803	5,387	17,610	1,944	651	(217,722)	-
<b>Total current liabilities</b>	<b>691,889</b>	<b>879,993</b>	<b>118,564</b>	<b>80,722</b>	<b>73,839</b>	<b>53,801</b>	<b>48,699</b>	<b>137,567</b>	<b>1,071,514</b>	<b>(582,879)</b>	<b>2,573,709</b>
<b>Other liabilities</b>											
Accrued professional liability	224,072	244,042	30,030	30,568	13,424	-	-	-	-	-	542,136
Accrued employee benefits	146,637	306,873	13,615	11,727	6,970	3,206	723	393	1,918,831	-	2,410,974
Interest rate swaps liability	-	-	-	-	-	-	-	-	510,579	-	510,579
Accrued other	10,937	50,119	5,103	5,427	5,209	893	-	-	109,372	-	187,060
Long-term obligations, less current portion	-	(785)	-	-	419	1,738	-	-	5,258,824	-	5,260,196
Notes payable to affiliates, less current portion	1,394,372	1,195,390	695,594	130,559	132,988	29,904	-	-	-	(3,578,607)	-
<b>Total liabilities</b>	<b>2,467,907</b>	<b>2,677,632</b>	<b>862,906</b>	<b>259,003</b>	<b>232,849</b>	<b>89,541</b>	<b>49,422</b>	<b>137,960</b>	<b>8,869,120</b>	<b>(4,161,686)</b>	<b>11,484,654</b>
<b>Net assets</b>											
Unrestricted	2,529,976	6,430,072	(255,469)	321,024	219,137	376,780	27,613	220,051	(2,510,849)	-	7,358,335
Donor restricted	391,240	1,675,848	44,498	82,521	173,939	20,067	-	-	1,271	-	2,389,384
<b>Total net assets</b>	<b>2,921,216</b>	<b>8,105,920</b>	<b>(210,971)</b>	<b>403,545</b>	<b>393,076</b>	<b>396,847</b>	<b>27,613</b>	<b>220,051</b>	<b>(2,509,578)</b>	<b>-</b>	<b>9,747,719</b>
<b>Total liabilities and net assets</b>	<b>\$ 5,389,123</b>	<b>\$ 10,783,552</b>	<b>\$ 651,935</b>	<b>\$ 662,548</b>	<b>\$ 625,925</b>	<b>\$ 486,388</b>	<b>\$ 77,035</b>	<b>\$ 358,011</b>	<b>\$ 6,359,542</b>	<b>\$ (4,161,686)</b>	<b>\$ 21,232,373</b>

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



**Mass General Brigham Incorporated and Affiliates**  
**Consolidating Statements of Operations**  
**Year Ended September 30, 2020**

(dollars in thousands)	BH and Affiliates	MGH and Affiliates	NSMC and Affiliates	NWHCS and Affiliates	MEEI and Affiliates	PCC and Affiliates	PCPO	Airways Health and Affiliates	MGB	Eliminations	Consolidated
<b>Operating revenues</b>											
Net patient service revenue	\$ 3,214,548	\$ 4,685,655	\$ 539,806	\$ 550,584	\$ 299,039	\$ 380,431	\$ 74,209	\$ -	\$ 50,219	\$ (185,293)	\$ 9,609,196
Premium revenue	-	-	-	-	-	-	-	832,676	-	(2,485)	830,191
Direct academic and research revenue	533,680	949,722	1,514	5,823	63,393	10,268	-	-	26,841	-	1,591,241
Indirect academic and research revenue	171,180	273,081	-	581	19,865	2,530	-	-	1,786	-	459,144
Other revenue	380,379	780,569	108,631	58,795	28,979	27,733	49,213	29,047	1,315,866	(1,220,377)	1,558,855
<b>Total operating revenues</b>	<b>4,299,785</b>	<b>6,689,047</b>	<b>649,952</b>	<b>615,783</b>	<b>411,396</b>	<b>420,962</b>	<b>123,422</b>	<b>861,723</b>	<b>1,394,712</b>	<b>(1,408,155)</b>	<b>14,058,627</b>
<b>Operating expenses</b>											
Employee compensation and benefit expenses	2,073,955	3,310,568	395,365	356,759	207,778	312,711	75,714	68,382	894,332	(17,349)	7,678,213
Supplies and other expenses	1,301,759	1,941,734	189,781	240,037	144,896	127,025	65,966	75,986	431,159	(923,720)	3,594,613
Medical claims and related expenses	-	-	-	-	-	-	-	761,131	-	(150,821)	810,310
Direct academic and research expenses	533,680	949,722	1,514	5,823	63,393	10,268	-	-	26,841	-	1,591,241
Depreciation and amortization expenses	237,574	313,216	34,818	34,704	21,714	21,803	4,360	669	73,329	-	742,187
Interest expense	56,562	47,971	7,139	4,320	5,573	1,395	8	-	192,424	(122,816)	192,578
<b>Total operating expenses</b>	<b>4,203,530</b>	<b>6,563,211</b>	<b>628,617</b>	<b>641,843</b>	<b>443,342</b>	<b>473,202</b>	<b>146,048</b>	<b>906,168</b>	<b>1,618,085</b>	<b>(1,214,706)</b>	<b>14,409,140</b>
<b>Income (loss) from operations</b>	<b>96,255</b>	<b>125,836</b>	<b>21,335</b>	<b>(25,860)</b>	<b>(31,946)</b>	<b>(52,240)</b>	<b>(22,626)</b>	<b>(44,445)</b>	<b>(223,373)</b>	<b>(193,449)</b>	<b>(350,513)</b>
<b>Nonoperating gains (expenses)</b>											
Income from investments	93,532	242,265	4,903	11,384	7,273	3,021	2,503	10,648	226,249	10,577	612,355
Change in fair value of interest rate swaps	-	-	-	-	-	-	-	-	(151,805)	-	(151,805)
Other nonoperating (expenses) income	(41,446)	(56,365)	540	(4,016)	(1,161)	(3,753)	-	1	1,376	31,458	(73,366)
Academic and research gifts, net of expenses	15,736	155,238	3,587	2,043	18,714	4,344	-	-	(19,022)	(10,113)	168,527
Non-service related pension income	-	-	-	-	-	-	-	-	58,317	-	58,317
System development funding	(54,983)	(79,968)	(8,688)	(10,170)	(4,370)	(7,293)	-	(1,812)	-	167,262	-
<b>Total nonoperating gains (expenses), net</b>	<b>12,859</b>	<b>261,172</b>	<b>342</b>	<b>(759)</b>	<b>18,456</b>	<b>(3,681)</b>	<b>2,503</b>	<b>8,837</b>	<b>115,115</b>	<b>199,184</b>	<b>614,028</b>
<b>Excess (deficit) of revenues over expenses</b>	<b>109,114</b>	<b>387,008</b>	<b>21,877</b>	<b>(26,619)</b>	<b>(13,490)</b>	<b>(55,921)</b>	<b>(20,123)</b>	<b>(35,608)</b>	<b>(106,258)</b>	<b>5,735</b>	<b>263,515</b>
<b>Other changes in net assets</b>											
Funds utilized for property and equipment	30,436	46,630	2,014	437	789	608	-	-	-	-	80,894
Change in funded status of defined benefit plans	(6,490)	(3,435)	(1,424)	207	(7)	-	-	-	387,889	-	378,740
Other change in net assets	2,225	(92)	-	-	1	-	-	-	17,446	-	19,580
Transfers from (to) affiliates	(321,040)	(480,138)	599,896	(50,191)	(5,914)	29,335	3,753	(50,000)	274,509	(20,000)	-
<b>Increase (decrease) in unrestricted net assets</b>	<b>\$ (185,755)</b>	<b>\$ (30,027)</b>	<b>\$ 621,953</b>	<b>\$ (76,166)</b>	<b>\$ (18,641)</b>	<b>\$ (25,978)</b>	<b>\$ (16,370)</b>	<b>\$ (85,608)</b>	<b>\$ 571,586</b>	<b>\$ (14,265)</b>	<b>\$ 740,729</b>

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



**Mass General Brigham Incorporated and Affiliates**  
**Consolidating Statements of Operations**  
**Year Ended September 30, 2019**

(dollars in thousands)	BH and Affiliates	MGH and Affiliates	NSMC and Affiliates	NWHCS and Affiliates	MEEI and Affiliates	PCC and Affiliates	PCPO	AJRWays Health and Affiliates	MGB	Eliminations	Consolidated
<b>Operating revenues</b>											
Net patient service revenue	\$ 3,398,058	\$ 4,965,445	\$ 559,524	\$ 568,098	\$ 349,791	\$ 396,352	\$ 67,096	\$ -	\$ 42,418	\$ (201,632)	\$ 10,145,150
Premium revenue	-	-	-	-	-	-	-	793,699	-	(2,343)	791,356
Direct academic and research revenue	568,983	941,151	1,662	7,678	52,766	10,774	-	-	13,071	-	1,594,085
Indirect academic and research revenue	174,040	262,586	(18)	550	21,514	3,045	-	-	1,530	-	463,247
Other revenue	190,899	549,182	38,895	23,948	23,557	5,475	41,887	23,658	1,118,781	(1,058,763)	957,499
<b>Total operating revenues</b>	<b>4,329,980</b>	<b>6,718,364</b>	<b>600,063</b>	<b>600,274</b>	<b>447,628</b>	<b>415,646</b>	<b>108,983</b>	<b>817,357</b>	<b>1,175,780</b>	<b>(1,262,738)</b>	<b>13,951,337</b>
<b>Operating expenses</b>											
Employee compensation and benefit expenses	1,995,888	3,125,399	366,637	371,111	217,804	302,625	69,917	66,027	707,558	(10,278)	7,212,688
Supplies and other expenses	1,225,270	1,827,368	186,560	226,950	148,087	107,877	49,099	59,397	299,453	(790,850)	3,339,331
Medical claims and related expenses	-	-	-	-	-	-	-	717,710	-	(161,600)	556,110
Direct academic and research expenses	568,983	941,151	1,662	7,678	52,766	10,774	-	-	13,071	-	1,594,085
Depreciation and amortization expenses	210,219	298,073	29,615	33,222	21,453	21,261	1,950	846	89,735	-	686,374
Interest expense	53,025	49,531	24,535	4,131	5,741	1,437	-	-	179,983	(137,481)	180,922
<b>Total operating expenses</b>	<b>4,051,385</b>	<b>6,241,522</b>	<b>609,029</b>	<b>643,092</b>	<b>445,851</b>	<b>444,074</b>	<b>120,968</b>	<b>843,980</b>	<b>1,269,800</b>	<b>(1,100,189)</b>	<b>13,569,510</b>
<b>Income (loss) from operations</b>	<b>278,595</b>	<b>476,842</b>	<b>(8,966)</b>	<b>(42,818)</b>	<b>1,777</b>	<b>(28,428)</b>	<b>(11,983)</b>	<b>(26,623)</b>	<b>(94,020)</b>	<b>(162,549)</b>	<b>381,827</b>
<b>Nonoperating gains (expenses)</b>											
Income from investments	11,071	55,102	3,433	9,133	7,794	2,479	2,302	8,893	68,104	15,518	182,829
Change in fair value of interest rate swaps	-	-	-	-	-	-	-	-	(271,527)	-	(271,527)
Other nonoperating (expenses) income	(22,180)	(58,494)	(858)	(3,660)	267	(4,071)	-	-	(43,179)	8,284	(123,911)
Academic and research gifts, net of expenses	63,213	138,312	3,830	(91)	17,559	7,928	-	-	(3,309)	(13,175)	214,267
Non-service related pension income	-	-	-	-	-	-	-	-	102,679	-	102,679
System development funding	(53,315)	(71,842)	(8,891)	(9,982)	-	(7,387)	-	(2,243)	-	153,660	-
<b>Total nonoperating gains (expenses), net</b>	<b>(1,211)</b>	<b>63,078</b>	<b>(2,486)</b>	<b>(4,600)</b>	<b>25,620</b>	<b>(1,051)</b>	<b>2,302</b>	<b>4,650</b>	<b>(148,232)</b>	<b>164,267</b>	<b>104,337</b>
<b>Excess (deficit) of revenues over expenses</b>	<b>277,384</b>	<b>539,920</b>	<b>(11,452)</b>	<b>(47,418)</b>	<b>27,397</b>	<b>(29,470)</b>	<b>(9,681)</b>	<b>(21,973)</b>	<b>(240,252)</b>	<b>1,718</b>	<b>486,164</b>
<b>Other changes in net assets</b>											
Funds utilized for property and equipment	17,521	89,852	(1)	2,738	1,268	263	-	-	-	-	111,641
Change in funded status of defined benefit plans	(11,995)	(9,810)	(2,294)	(2,711)	1	-	-	-	(1,388,555)	-	(1,415,364)
Other change in net assets	92	-	-	-	(963)	-	-	-	3,349	-	2,478
Cumulative effect of accounting change	-	-	-	-	-	-	-	-	-	1,100,081	1,100,081
Transfers from (to) affiliates	173,195	258,404	20,550	(4,807)	24,108	20,867	8,324	(100,000)	(400,841)	-	-
<b>Increase (decrease) in unrestricted net assets</b>	<b>\$ 456,197</b>	<b>\$ 878,366</b>	<b>\$ 6,803</b>	<b>\$ (51,998)</b>	<b>\$ 51,811</b>	<b>\$ (8,349)</b>	<b>\$ (1,357)</b>	<b>\$ (121,973)</b>	<b>\$ (2,026,299)</b>	<b>\$ 1,101,799</b>	<b>\$ 285,000</b>

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



**Mass General Brigham Incorporated and Affiliates**  
**Consolidating Statements of Changes in Net Assets**  
**Year Ended September 30, 2020**

(dollars in thousands)	BH and Affiliates	MGH and Affiliates	NSMC and Affiliates	NWHCS and Affiliates	MEEI and Affiliates	PCC and Affiliates	PCPO	Alkermes Health and Affiliates	MOB	Eliminations	Consolidated
<b>Unrestricted</b>											
Net assets at September 30, 2019	\$ 2,529,976	\$ 6,430,072	\$ (255,469)	\$ 321,024	\$ 219,137	\$ 376,780	\$ 27,613	\$ 220,051	\$ (2,510,649)	\$ -	\$ 7,356,335
<b>Increases (decreases)</b>											
Income (loss) from operations	96,255	125,836	21,335	(25,860)	(31,946)	(52,240)	(22,626)	(44,445)	(223,373)	(193,449)	(350,513)
Income from investments	93,532	242,265	4,903	11,384	7,273	3,021	2,503	10,648	226,249	10,577	612,355
Change in fair value of interest rate swaps	-	-	-	-	-	-	-	-	(151,805)	-	(151,805)
Other nonoperating (expenses) income	(41,446)	(56,365)	540	(4,016)	(1,161)	(3,753)	-	1	1,378	31,458	(73,366)
Academic and research gifts, net of expenses	15,736	155,238	3,587	2,043	16,714	4,344	-	-	(19,022)	(10,113)	168,527
Non-service related pension income	-	-	-	-	-	-	-	-	58,317	-	58,317
System development funding	(54,963)	(79,966)	(8,688)	(10,170)	(4,370)	(7,293)	-	(1,812)	-	167,262	-
Funds utilized for property and equipment	30,436	46,630	2,014	437	769	608	-	-	-	-	80,694
Change in funded status of defined benefit plans	(6,490)	(3,435)	(1,424)	207	(7)	-	-	-	387,889	-	376,740
Other changes in net assets	2,225	(92)	-	-	1	-	-	-	17,446	-	19,580
Transfers from (to) affiliates	(321,040)	(460,138)	599,686	(50,191)	(5,914)	29,335	3,753	(50,000)	274,509	(20,000)	-
Change in unrestricted net assets	(185,755)	(30,027)	621,953	(76,166)	(18,641)	(25,978)	(16,370)	(85,606)	571,586	(14,265)	740,729
Net assets at September 30, 2020	\$ 2,344,221	\$ 6,400,045	\$ 366,484	\$ 244,858	\$ 200,496	\$ 350,802	\$ 11,243	\$ 134,443	\$ (1,939,263)	\$ (14,265)	\$ 8,099,064
<b>Donor restricted</b>											
Net assets at September, 2019	\$ 391,240	\$ 1,675,848	\$ 44,495	\$ 82,521	\$ 173,939	\$ 20,067	\$ -	\$ -	\$ 1,271	\$ -	\$ 2,389,384
<b>Increases (decreases)</b>											
Income from investments	7,412	40,848	1,200	2,704	3,225	713	-	-	29,274	-	85,376
Other nonoperating (expenses) income	20,541	80,029	(1,482)	109	(2,037)	(3,826)	-	-	-	-	93,334
Funds utilized for property and equipment	(16,383)	(31,837)	-	(438)	-	-	-	-	-	-	(48,658)
Other change in net assets	-	307	870	-	632	(15)	-	-	-	-	1,794
Change in donor restricted net assets	11,570	89,347	588	2,375	1,820	(3,128)	-	-	29,274	-	131,846
Net assets at September 30, 2020	\$ 402,810	\$ 1,765,195	\$ 45,083	\$ 84,896	\$ 175,759	\$ 16,939	\$ -	\$ -	\$ 30,545	\$ -	\$ 2,521,230

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



**Mass General Brigham Incorporated and Affiliates**  
**Consolidating Statements of Changes in Net Assets**  
**Year Ended September 30, 2019**

	BH and Affiliates	MGH and Affiliates	NSMC and Affiliates	NWHCS and Affiliates	MEEI and Affiliates	PCC and Affiliates	PCPO	AirWays Health and Affiliates	MGB	Eliminations	Consolidated
(dollars in thousands)											
<b>Unrestricted</b>											
Net assets at September 30, 2018	\$ 2,073,779	\$ 5,551,706	\$ (262,272)	\$ 373,022	\$ 167,326	\$ 385,129	\$ 28,970	\$ 342,024	\$ (484,550)	\$ (1,101,799)	\$ 7,073,335
<b>Increases (decreases)</b>											
Income (loss) from operations	278,595	478,842	(8,966)	(42,818)	1,777	(28,428)	(11,983)	(26,623)	(94,020)	(162,549)	381,827
Income from investments	11,071	55,102	3,433	9,133	7,794	2,479	2,302	6,893	69,104	15,518	182,829
Change in fair value of interest rate swaps	-	-	-	-	-	-	-	-	(271,527)	-	(271,527)
Other nonoperating (expenses) income	(22,180)	(58,494)	(858)	(3,660)	267	(4,071)	-	-	(43,179)	8,284	(123,911)
Academic and research gifts, net of expenses	63,213	138,312	3,830	(91)	17,559	7,828	-	-	(3,309)	(13,175)	214,267
Non-service related pension income	-	-	-	-	-	-	-	-	102,679	-	102,679
System development funding	(53,315)	(71,842)	(8,891)	(9,982)	-	(7,387)	-	(2,243)	-	153,660	-
Funds utilized for property and equipment	17,521	89,852	(1)	2,738	1,268	263	-	-	-	-	111,641
Change in funded status of defined benefit plans	(11,995)	(9,810)	(2,294)	(2,711)	1	-	-	-	(1,388,555)	-	(1,415,364)
Other changes in net assets	92	-	-	-	(963)	-	-	-	3,349	-	2,478
Cumulative effect of accounting change	-	-	-	-	-	-	-	-	-	1,100,081	1,100,081
Transfers from (to) affiliates	173,195	258,404	20,550	(4,507)	24,108	20,867	8,324	(100,000)	(400,841)	-	-
Change in unrestricted net assets	456,197	878,366	6,803	(51,998)	51,811	(8,349)	(1,357)	(121,973)	(2,026,299)	1,101,799	265,000
Net assets at September 30, 2019	\$ 2,529,976	\$ 6,430,072	\$ (255,469)	\$ 321,024	\$ 219,137	\$ 376,780	\$ 27,613	\$ 220,051	\$ (2,510,849)	\$ -	\$ 7,358,335
<b>Donor restricted</b>											
Net assets at September, 2018	\$ 371,182	\$ 1,416,550	\$ 44,573	\$ 79,327	\$ 166,507	\$ 17,322	\$ -	\$ -	\$ 1,279	\$ (197,494)	\$ 1,899,246
<b>Increases (decreases)</b>											
Income (loss) from investments	(1,382)	(2,419)	67	(185)	(2,278)	358	-	-	(8)	311	(5,536)
Other nonoperating (expenses) income	24,110	339,780	375	6,090	7,168	2,369	-	-	-	-	379,892
Funds utilized for property and equipment	(2,670)	(77,900)	-	(2,711)	-	-	-	-	-	-	(83,281)
Other change in net assets	-	(163)	(517)	-	2,542	18	-	-	-	-	1,880
Cumulative effect of accounting change	-	-	-	-	-	-	-	-	-	197,183	197,183
Change in donor restricted net assets	20,058	259,298	(75)	3,194	7,432	2,745	-	-	(8)	197,494	490,138
Net assets at September 30, 2019	\$ 391,240	\$ 1,675,848	\$ 44,498	\$ 82,521	\$ 173,939	\$ 20,067	\$ -	\$ -	\$ 1,271	\$ -	\$ 2,389,384

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



**Mass General Brigham Incorporated and Affiliates**  
**Note to Supplemental Consolidating Information**  
**September 30, 2020 and 2019**

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**1. Basis of Presentation**

The accompanying supplemental consolidating information includes the consolidating balance sheets, statements of operations and statements of changes in net assets of Mass General Brigham Incorporated and its affiliates. Significant interaffiliate accounts and transactions have been eliminated. The consolidating information presented is prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America consistent with the consolidated financial statements. The consolidating information is presented for purposes of additional analysis of the consolidated financial statements and is not required as part of the basic financial statements.

Affiliates in the supplemental consolidating information include Brigham Health, Inc. (BH), The Massachusetts General Hospital (MGH), NSMC HealthCare, Inc. (NSMC), Newton-Wellesley Health Care System, Inc. (NWHCS), Foundation of the Massachusetts Eye and Ear Infirmary, Inc. (MEEI), Partners Continuing Care, Inc. (PCC), Partners Community Physicians Organization, Inc. (PCPO), AllWays Health and the Company.





# WENTWORTH-DOUGLASS HOSPITAL

A Mass General Community Hospital

**Wentworth-Douglass Hospital  
789 Central Avenue  
Dover, NH 03820**

## **Board of Trustees as August 2021**

Chairman – John Salmon  
Vice Chairman – James Brannen  
Treasurer – Anne Jamieson  
Secretary – Atty. Michael Bolduc

Carol Bailey  
Dr. Marcela Del Carmen  
Dr. Peter Dirksmeier  
Michael Ferrara, Ph.D.  
James Heffernan  
Jeffrey Hughes (non-voting)  
Tony James  
Dr. Anne Kalter  
Michelle Kurtz  
Dr. Terri Lally  
Dr. Arul Mahadevan  
Ingo Roemer  
Dr. Andrew Warshaw

### Emeritus Trustees (non-voting)

Robert DeColfmacker  
Dr. Roger Evans  
Ann Torr



Peter Fifield

**Relative  
Work  
Experience**

**Manager of Behavioral Health Services**

2018-Present

The Doorway at Wentworth-Douglass

*Wentworth-Douglass Hospital*

*Dover, NH*

- Manager of direct care services relative to all day-to-day operations of the Doorway and Integrated Behavioral Health
- Provide consultation and specialized education for all hospital staff members
- Supervise all Behavioral Health staff members at the Doorway and Integrated BH locations
- Create, manage and forecast budget spending
- Strategic planning for all Behavioral Health options within the Hospital System and within primary care settings

**Adjunct Faculty**

2015-Present

*University of New England*

*Portland, ME*

- Advisor for Doctoral cohorts within the Education Department
- Provided direct feedback and advice to students regarding doctoral dissertation process
  - Consulted directly with other UNE faculty, IRB members, and student affiliates regarding all phases of the dissertation process

**Manager of Integrated Behavioral Health Services**

2012-2018

Integrated Behavioral Health Specialist

2008-2012

*Families First Health and Support Center*

*Portsmouth, NH*

- Manager of all integration and collaborative services including mental health and substance abuse assessment and treatment, nutrition, care coordination, home visiting and other social services in an urban FQHC
- Responsible for startup of Integrated Behavioral Health program including creation of all operational, financial and clinical protocols
- Consulting member for local and regional integration projects regarding integrated care for clients of all ages
- Counseling therapist for low income individuals utilizing a wide range of therapeutic assessments and interventions for clients of all ages living with mental health and substance abuse disorders
- Member of Trauma Informed Care Integration Steering Committee
- Supervisor for all Behavioral Health and Home Visiting staff
- Member of regional collaborative network including local and regional hospitals, community mental health, specialty care and social services



**Adjunct Faculty** 2012-2016  
*University of MA, Medical School-Center for Integrated Primary Care* Worcester, MA

- Design and instruction of an online, interactive Motivational Interviewing class for university and Center for Behavioral Health students

**Adjunct Faculty** 2012-2014  
*New England College* Henniker, NH

- Design and implementation of graduate level class on integrated primary care behavioral health
- Instruction of graduate students including lecture, grading, curriculum design and administrative duties
- Instructor of integrated care therapeutic approaches, billing and systems design, philosophy of care, and multidisciplinary communication models

**Integrated Behavioral Health Specialist** 2006-2008  
*Summit Community Care Clinic* Frisco, CO

- Provide diagnostic evaluation, assessment and mental health counseling for adolescents and adults seeking individual and group treatment
- Substance Abuse and DUI Intake Assessment Coordinator
- Group counselor for Colorado Outpatient Eagle Summit (COPEs) substance dependence group therapy
- On-Call Emergency Mental Health Services Therapist
- Member of Summit Community Connections Integration Program

**Operations Manager, Experiential Educator and Facilitator** 1998-2006  
*Breckenridge Outdoor Education Center* Breckenridge, CO

- Manager of plant, property and equipment for wilderness therapy facility, interns and wilderness staff
- Facilitator of wilderness therapy sessions with children and adults of all abilities including trauma survivors, individuals living with physical and mental disabilities, veterans and adjudicated youth
- Team Building Facilitator for Professional Challenge Program leading groups such as; The National Guard, Veterans Association, Denver Police Department, U.S. Ski and Swim Teams etc.

**Education** Ed. D: Educational/Medical Leadership 2012-2015  
*University of New England* Biddiford, ME

Non-Matriculated Student 2009-2010



**Rivier University**

Nashua, NH

M.S. Counseling Psychology  
**University of West Alabama**

2005-2008  
Livingston, AL

B.S. Kinesiology; Experiential/Outdoor Education  
**University of New Hampshire**

1994-1998  
Durham, NH

**Professional  
Presentations**

Motivational Interviewing for Health Behavior Change (2018). Harvard  
Institute of Lifestyle Medicine, Boston, MA.

Trauma Informed Care (2018). New Hampshire Behavioral Health Association  
Conference, Manchester, NH.

Motivational Interviewing for Medical Providers (2018). New England Ostomy  
Association Conference, Manchester, NH.

Motivational Interviewing for Health Behavior Change (2017). Harvard  
Institute of Lifestyle Medicine, Boston, MA

Motivational Interviewing for Health Behavior Change (2016). Harvard  
Institute of Lifestyle Medicine, Boston, MA

Motivational Interviewing for Health Behavior Change (2015). Harvard  
Institute of Lifestyle Medicine, Boston, MA

What is Next? Advancing Healthcare from Provider-Centered to Patient-Centered  
to Family-Centered. (2014). Collaborative Family Healthcare Association  
Washington, DC.

Motivational Interviewing for Health Behavior Change (2014). Harvard  
Institute of Lifestyle Medicine, Boston, MA

What is Next? Advancing Healthcare from Provider-Centered to Patient-Centered  
to Family-Centered. (2014). Collaborative Family Healthcare Association  
Washington, DC.

Integration of Smoking Cessation Protocols in Primary Care Using  
QuitWorks New Hampshire (2012). New Hampshire Health Association, Concord  
NH.

Patient-Centered Asthma Care: Making What we Know Works Operational—  
EMR Track Examples from the Field (2012). NH Asthma Conference, Concord,  
NH.

Navigating the Legal and ethical Foundations of Informed Consent and  
Confidentiality in Integrated Care (2012). Collaborative Family Healthcare  
Association, Austin TX.

Reducing Tobacco Use in New Hampshire: An Opportunity to Integrate the Work  
of Primary Care, Public Health, Oral Health and Behavioral Health (2012). New  
Hampshire Public Health Forum, Concord, NH.



Best Practices for Informed Consent and Confidentiality in Integrated Behavioral Health Setting: Results of a Standardized Survey of Experts and Practitioners (2011). Collaborative Family Healthcare Association, Philadelphia, PA.

Smoking Cessation Interventions and Treatment in the Primary Care Setting (2011). New Hampshire WIC Conference, Concord, NH.

Hard but not Impossible: Institutionalizing Ask, Assist and Refer to QuitWorks-into Primary Care (2011). New Hampshire Chronic Disease Conference, Concord, NH.

H.I.T. or MIS? Best Practices for Collaboration in a Health Information Technology Environment (2010). Collaborative Family Healthcare Association, Louisville, KY.

Data Blitz (2010). Collaborative Family Healthcare Association, Louisville, KY.

Helping Mental Health Practitioners Integrate into the Primary Care Setting (2008). West Slope Casa Psychiatry Symposium, Glenwood Springs, CO  
Presentations

Integrated Care in Summit County, Colorado (2008). Invited presentation at the Second National Learning Congress of the National Council for Community Behavioral Healthcare, Primary Care Mental Health Integration Project, Washington, DC.

Integrated Care in Summit County, CO (2007). Invited presentation at the Second National Learning Congress of the National Council for Community Behavioral Healthcare, Primary Care Mental Health Integration Project, Chicago, IL.

**Professional Publications** Fifield, P., Suzuki, J., Minski, S., Carty, J. (2019). Motivational Interviewing and Behavioral Change. In *Lifestyle Medicine*. Manuscript in preparation.

Hudgins, C., Rose, S., Fifield, P., & Arnault, S. (2014). The ethics of integration: Where policy and practice collide. In *Medical Family Therapy: Advanced applications* (pp. 381-402). New York, NY: Springer.

Hudgins, C., Rose, S., Fifield, P., & Arnault, S. (2013). Navigating the legal and ethical foundations of informed consent and confidentiality in integrated care. *Family, Systems & Health: The Journal of Collaborative Family Healthcare, Special Edition*.

Reitz, R., Common, K., Fifield, P., & Stiasny, E. (2011). Collaboration in the presence of an electronic health record. *Families, Systems, & Health: The Journal of Collaborative Family Healthcare*, 30 (1), 72-80.

Reitz, R., Fifield, P., & Whistler, P. (2011). Integrating a Behavioral Health Consultant into your practice. *Family Practice Management*, 18 (1), 18-21.

Fifield, P. (2010). Book Review: Behavioral consultation and primary care: A



guide to integrating services. *Families, Systems, & Health: The Journal of Collaborative Family Healthcare* , 28 (1), pp. 72-73.

**Licenses and Certifications**    Licensed Clinical Mental Health Counselor: State of New Hampshire—2010 Present

Master Licensed Alcohol and Drug Counselor: State of Hampshire—2012-Present

Motivational Interviewing Network of Trainers: Member/Trainer—2011-Present

Crisis Prevention Institute: Nonviolent De-escalation Trainer

Certified Prime For Life Instructor: Prime For Life Training—2015

Critical Incident Stress Management: Group and Individual Certified—2008

**Professional Affiliations**    Collaborative Family Healthcare Association; Member—Membership and IT Committees & Former Editing Manager *CFHA Blog*

Family Medicine Education Consortium; Member

International Society for Traumatic Stress Studies; Member

American Mental Health Counselors Association; Member

The New Hampshire Mental Health Counselors Association; Member

**Community Involvement**    Town of Kittery Maine: Kittery Travel Soccer U9-U12 Soccer Coach, U10

Baseball Coach, U9 Lacrosse Coach-2014-Present

Kittery Civil Rights Advocates: 2017-Present

Integrated Delivery Network Region 6: Integrated Care Clinical Advisory Team Member, 2016-Present

Disaster Behavioral Health Response Team: Volunteer Response Team member, 2012-Present

Seacoast Care Collaborative: Special Committee on Community Care Coordination, 2012-2014

Seacoast Integrated Network of Care, Rockingham County New Hampshire; Steering Committee Member, 2008-2012

New Hampshire Integrated Primary Care Learning Collaborative; Member, 2008-Present

Veterans of Foreign Wars and American Legion Local Chapter; Member, 2004-Present

**Other**    Assessment and integration of Trauma Informed Care concepts within an urban



**Research**      FQHC, 2016-2018

Assessment of Relational Coordination factors in medical teams and the outcomes on activation levels in patients with chronic illness, 2013-2016

Integrated Care Effects on Hypertensive Patient's BioPsychoSocial Indicators in a Primary Care Setting, 2012-2014

Families First Health and Support Center and Antioch New England: Community Based Participatory Research Integrated Healthcare Outcomes Project, 2008-2011

Qualitative Delphi Study on Health Information Technology use and HIPAA in the Collaborative Healthcare Setting, 2010 -2011

Summit Community Care Clinic and The National Community Council for \ Behavioral Health: Collaborative for Integrated Care Improvement, 2007-2008



JENNIFER STOUT

## Work Experience

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### **Senior Clinician**

Hope on Haven Hill - Rochester, NH

September 2016 to Present

As a founding member of this organization, worked to build structure and programming from the ground up. Worked to develop policies and procedures, train staff, and develop curriculum for an 8-bed residential facility treating substance use and co-occurring disorders for pregnant and parenting women that opened 12/16. Currently oversee programming and facilitate treatment at 3 levels of care including residential, intensive outpatient, and outpatient individual and group therapy. Carry a caseload of individual clients. Supervise clinical staff towards licensure.

### **Intensive Outpatient Director**

Goodwin Community Health - Somersworth, NH

March 2016 to September 2016

Worked with agency staff to design and implement an Intensive Outpatient program at Goodwin Community Health to treat co-occurring disorders. Developed a curriculum for a 3-phased program. Work with community agencies including hospitals, corrections, and health centers to screen, assess, and admit clients into the program, monitor their progress, and develop a plan for completion.

### **Therapist**

ROAD To a Better Life - Somersworth, NH

June 2014 to June 2016

Provided initial assessment and treatment planning for clients participating in Suboxone treatment program.

Maintained a caseload of individual therapy clients diagnosed with co-occurring disorders. Planned and facilitated 3-4 therapy groups per week, including gender specific programming for women, exploring topics such as the science of addiction, relapse prevention, recovery skills and healthy relationships.

### **Substance Abuse and Mental Health Counselor**

Manchester Community Health Center - Manchester, NH

March 2015 to March 2016

Provided individual assessment and treatment for individuals with mental health and substance use disorders in a community health care setting. Provide brief and longer term counseling, as well as specialized substance abuse and trauma treatment to clients as appropriate, including Seeking Safety, DBT, and Progressive Counting. Work with medical staff, interpreters, nutritionists and community workers to provide integrated care for a diverse population.

Supervise clinicians towards MLADC certification.

### **Substance Abuse Counselor**

Families First, Healthcare for the Homeless - Portsmouth, NH

September 2010 to June 2014



**JENNIFER STOUT**

Provided individual and group substance abuse counseling in the community to individuals who were homeless. Worked closely with medical and care coordination staff on the mobile health care van to meet and offer services to clients in a timely manner. Offered assessment, treatment planning and ongoing counseling using motivational interviewing, cognitive behavioral, DBT, and trauma-informed approaches. Offered crisis intervention services as needed, often working closely with other local agencies to respond best to clients needs.

**Clinical Case Manager, Crisis Clinician**

Counseling Services Inc - Biddeford, ME

September 2004 to August 2010

-Clinician, Crisis Response Services: Provided telephone support and assessment, as well as face-to-face assessments for adults and children experiencing psychiatric emergencies. Work with clients, agency supervisors and psychiatrists to create a disposition that maintains client safety in the least restrictive setting.

-Clinical Case Manager: Provided supportive counseling and case management services to adults with severe and persistent mental illness. As member of Intensive Community Integration team, worked with clients needing a high level of care. Facilitated family meetings, provided crisis intervention services, took part in weekly multi-disciplinary team meeting. Co-facilitated skills building and activity group weekly.

**Education**

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**MSW**

Boston University - Boston, MA

September 2002 to May 2006

**Master's in Sociology**

University of Pennsylvania - Philadelphia, PA

September 1999 to January 2002

**Bachelor's in Sociology**

Haverford College - Haverford, PA

September 1993 to May 1997

**Skills**

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Trained in DBT, EMDR Basic level, CBT

**Trainings/ Presentations:**



JENNIFER STOUT

Home Visitor Conference, DHHS, NH, 2014: "The Impact of Adverse Childhood Experiences on Home Visiting in New Hampshire".

National Healthcare for the Homeless Annual Conference, 2014: "Understanding Homelessness, Adverse Childhood Experiences, and High Risk Behaviors".

Staff Training, Trauma-Informed Care, Ethics, and Healthy Boundaries: Crossroads House, Portsmouth NH, 2015, 2016, 2017.

Parkland Medical Center Behavioral Health Unit, Lunch and Learn: "Trauma Informed Care and Understanding Challenging Behaviors", 2017.

New Hampshire Addiction Summit, "Understanding High Risk Behaviors and Providing Trauma-Informed Care", 2017.

Mass General Hospital Institute of Health Professionals: "Trauma-Informed Care for Nurses", 2016, 2017.

UNH Department of Professional Development: "Trauma-Informed Care Training", Full-Day Training for Clinicians and School Professionals, 2017, 2018.

IDN-6 "Trauma Informed Care for Paraprofessionals", September 24<sup>th</sup>, October 30<sup>th</sup>, 2018: Frisbee Hospital and Community Campus

"Understanding Professional Ethics and Boundaries": October 2018, Crossroads House, Portsmouth, NH

Certifications/Licenses

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**LICSW, February 2019**

**MLADC, June 2020**

**CCTP (Certified Clinical  
Trauma Professional)**



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#### Summary of Qualifications

- Able to effectively multi-task in a fast-paced environment without sacrificing high-quality customer service
- Knowledge of abnormal psychology, chemical dependency and developmental disabilities
- Strong problem-solving and organizational skills
- Ability to think clearly in chaotic situations
- Experience managing teams and training new employees
- Licensed as a drug and alcohol counselor in the state of NH (LADC)

#### Professional Experience

Families First Health and Support Center July 2016-Present  
Behavioral Health Specialist/Intensive Outpatient Program Coordinator

- Provide support to individuals struggling with addiction and mental illness
- Facilitate treatment through group and individual therapy
- Conduct assessments using ASAM placement criteria
- Refer individuals to the appropriate level of care and assist with transitions to that level of care
- Provide integrated behavioral health services
- Worked on the medication assisted treatment team
- Utilized evidence based treatment methods
- Provided case management and aftercare planning services
- Created a curriculum for a new intensive outpatient program

Southeastern NH Services Dover, NH July 2013-June 2016

Substance Use Disorder Counselor

- Provided support to individuals struggling with addiction
- Enforced rules to maintain a structured and safe environment for consumers
- Facilitated treatment through group and individual therapy
- Conducted phone screenings and assessments
- Assisted consumers throughout the intake process
- Provided case management and aftercare planning services

Easter Seals NH, Stratham, NH March 2012- November 2013

Emergency Response Team/ Direct Support Associate November 2010-November 2011

- Provided support for adults and adolescents with developmental and mental health disabilities
- Assisted in activities promoting inclusion, such as job placement, on the job assistance, and drivers education tutoring
- Worked independently with clients of all levels

Julies Ristorante, Ogunquit, ME May 2010-August 2010

Assistant Manager (Summer Seasonal)

- Generated repeat business by providing excellent customer service
- Worked 40 hrs/wk while in college, and maintained a 3.7 G.P.A
- Assisted customers with issues regarding service and food
- Assisted owner in money management and scheduling issues

#### Education

Hesser College Manchester, NH

Bachelor's Degree in Psychology (GPA: 3.68) October 2011

University of New Hampshire Manchester, NH May 2018

Master's Degree in Social Work



## KRISTEN WILKINSON RESUME

### **LICENSURE**

Licensed Clinical Mental Health Counselor, State of New Hampshire

### **EDUCATION**

**Boston University**, Boston, MA

Certificate in the Treatment of Trauma

June 2019

**University of North Florida**, Jacksonville, FL

Master of Science in Clinical Mental Health Counseling

August 2011

**University of Florida**, Gainesville, FL

Bachelor of Arts in Philosophy and in Classical Studies

May 2008

### **PROFESSIONAL EXPERIENCE**

**Seacoast Mental Health Center**, Exeter, NH

Therapist

July 2017 – Present

- Provided family, group, and individual psychotherapy, case management, functional support services, crisis intervention and management, advocacy, and psychoeducation to a caseload of 60-70 individuals with mental health and/or co-occurring substance use disorders.
- Trained and practiced extensively in evidence-based practices such as Integrated Treatment of Co-Occurring Disorders, Motivational Interviewing, Dialectal Behavioral Therapy, Cognitive Behavioral Therapy, Illness Management and Recovery, Stages of Change, and Behavioral Family Therapy.
- Specialized in the treatment of co-occurring disorders, substance use, trauma, and Borderline Personality Disorder.
- Utilized multiple theoretical orientations, including Dialectical Behavioral Therapy, Cognitive Behavioral Therapy, Acceptance and Commitment Therapy, Cognitive Processing Therapy, and Sensorimotor Psychotherapy.

**WestBridge Community Services**, Manchester, NH

Clinical Care Manager / ACT Clinician

February 2016 – July 2017

- Provided psychiatric and case management services to men with co-occurring substance use and severe and persistent mental health diagnoses.
- Provided family, group, and individual psychotherapy, as well as care management, functional support services, psychoeducation, and crisis management, to approximately 30 participants and their families.
- Worked closely with a multidisciplinary treatment team that included Master's level clinicians, Psychiatrists, Peer Support Specialists, Registered Nurses, Supportive Employment specialists, and residential and outreach specialists.

**Mental Health Center of Greater Manchester**, Manchester, NH



## KRISTEN WILKINSON RESUME

Clinical Case Manager / ACT Clinician

August 2013 – February 2016

- Provided psychiatric and case management services to individuals with co-occurring substance use and severe and persistent mental health diagnoses in a community-based setting.
- Provided family, group, and individual psychotherapy, case management, functional support services, psychiatric evaluation, emergency assessment, crisis intervention and management, advocacy, and psychoeducation.
- Managed a caseload of 15 individuals with a shared team caseload of approximately 120.
- Held privileges to perform psychiatric examinations at Elliot Hospital and Catholic Medical Center.

**Habit OPCO**, Lowell, MA

Substance Abuse Clinician

July 2012 – January 2013

- Provided substance abuse treatment and harm-reduction care to opiate-addicted adults.
- Maintained an average caseload of 75 patients, which included providing group and individual counseling, treatment planning, progress tracking, and case management.

**Wekiva Springs Wellness Center**, Jacksonville, FL

Clinical Services Intern

April 2010 – August 2011

- Conducted assessments (psychosocial, substance abuse, suicidal ideation, mental status, etc.), therapeutic and psychoeducational groups, individual psychotherapy, family contacts and psychotherapy, and crisis intervention.
- Trained in CPR, Crisis and Restraint, First Aid, HIPAA, and HIV/AIDS, as well as working with active-duty and reserve military with special focus on Traumatic Brain Injuries.



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## CAROL STILES

### LICENSED CLINICAL SOCIAL WORKER

Highly skilled career professional with 25 years of experience in inpatient and outpatient settings, providing co-occurring mental health and substance misuse treatment to individuals and groups, utilizing evidence based treatment modalities.

### PROFESSIONAL EXPERIENCE

**Jan 15 – present**     **Integrated Care at Wentworth Health Partners, *Dover, NH***

***Behavioral Health Clinician:*** Provide individual, couples and family behavioral health interventions, participate in clinical peer collaboration, conduct intake assessments, document in electronic medical records, consults with health providers and other community professionals regarding patient care.

**Dec 96 – Sept 2015**     **Maine Behavioral Health Care, *474 Main St. Springvale, ME 04072***

***Program Manager:*** Supervise 10 case managers in two different MBH locations, provide weekly supervision, conduct intakes, triage and assign clients, review cases to insure compliance with insurance regulations, carry caseload.

***Clinical Supervisor Kittery Office*** for Assertive Community Treatment team: Provided clinical supervision to masters and bachelor level clinicians. Screened and referred clients to appropriate level of care, audited records to insure compliance with licensing and insurance regulations.



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***Emergency, Acute Care, and Outpatient Clinician, Kittery Office:***

Evaluated emergency walk-ins, conducted mobile crisis evaluations, and acute care follow up. Coordinated intake and cross program referrals. Provided individual, couples, and family therapy for those in need of brief as well as long term treatment. Supervised masters level student interns for the Kittery office.

***Community Support Worker, Springvale Office:*** Developed and implemented client treatment plans, provided supportive therapy, psycho-education and advocacy to clients with chronic and persistent mental illness. Referred clients to community supports and appropriate human service agencies.

**Nov 95 – Dec 96**

**CMG Health. Inc., 1600 Hooksett Road Hooksett, NH 03106**

***Behavioral Health Care Case Manager:*** Acted as liaison between insurance carrier, provider, and patient. Authorized treatment and developed treatment plans with outpatient therapists and physicians. Managed mental health benefits on a computerized system.

**Jan 88 – Nov 95**

**Portsmouth Pavilion, 343 Borthwick Av., Portsmouth, NH 03801**

***Psychiatric Social Worker:*** Treatment team leader for multi-disciplinary treatment team, performed psychosocial assessments provided therapeutic intervention, discharge planning, and referrals for inpatient and outpatient services. Conducted case conferences, acted as community liaison and conducted network meetings, monitored utilization management, supervised masters level interns, lead psycho educational and process groups for co-occurring clients, provided individual, couples and family therapy in both inpatient and outpatient settings.

**June 84 – May 87**

**New Hampshire Hospital, 105 Pleasant Street Concord, NH 03301**

***Psychiatric Social Worker:*** Provided therapeutic intervention to patients with chronic and persistent mental illness in an inpatient setting. Collaborated with a team of case managers who were responsible for provided daily support, advocacy, discharge planning and interdisciplinary collaboration with other treatment providers. Performed psychosocial assessments, formulated treatment plans, discharge plans and referrals for patients. Documented evidence to support court petitions and provided court testimony. Provided services and support for geriatric patients and their families.



## **PROFESSIONAL LICENSURE**

**Licensed Independent Clinical Social Worker, NH# 418**

**Licensed Alcohol and Drug Counselor, ME#**

**Licensed Clinical Social Worker, ME # 4329**

## **EDUCATIONAL EXPERIENCE**

**University of Connecticut**  
*Master of Social Work*

Storrs, CT

**University of New Hampshire**  
*Bachelor of Arts in Social Services*

Durham, NH

## **PROFESSIONAL TRAININGS**

**New England Institute of Addiction Studies NEIAS**  
**32 CEUS in Clinical Supervision Foundation, August 2014**

**Behavioral Tech LLC,**  
**Ten-day intensive training course in Dialectical Behavioral Therapy, June 2012**

***References available upon request***



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## Education

### UNIVERSITY OF NEW HAMPSHIRE

#### Master of Social Work

Durham, NH

Passed MLADC Licensure Exam: Expected Licensure, February 2020

### SALEM STATE UNIVERSITY

#### Bachelor of Arts: Psychology

Salem, MA

## Experience

Hope on Haven Hill

August 2018 to Current

#### Clinician

Rochester, NH

Provide clinical services to residential clients with dually diagnosed mental illness and substance use disorders.

- Complete assessments, treatment plans and maintain weekly individual counseling with residents
- Facilitate weekly group therapy for residents, to include Seeking Safety, Recovery Skills, Dialectical Behavioral Therapy, Cognitive Behavioral Therapy
- Collaborate with various community stakeholders, to include the Department of Children, Youth and Families, to promote client and children well-being and recovery
- Provide compassionate, holistic, evidence and trauma informed care to residents

Portsmouth Regional Hospital

October 2017 to July 2018

#### Intern

Portsmouth, NH

- Work directly with individuals admitted to both Portsmouth Regional Hospital's outpatient partial hospitalization program, as well as individuals requiring mental health evaluations in the hospital
- Become familiar with hospital based social work in terms of its function, and associated terminology
- Foster an understanding of the multidisciplinary team approach that is used in a hospital setting to treat individuals with mental health and substance misuse issues
- Co-facilitate daily groups with individuals
- Become familiar with evidence-based therapeutic interventions such as cognitive behavioral therapy (CBT) and dialectical behavioral therapy (DBT)
- Interact with individuals and aid in the development of coping skills, symptom management (mental health) and assist with discharge planning
- Perform psychosocial assessments

NASW-NH

January 2017 to August 2017

#### Intern

Concord, NH

- Strived to advance the profession of social work, including name recognition and positive visibility in the media, including social media, press releases, etc
- Worked to increase student and professional membership and involvement with NH-NASW. Was an active member of NH-NASW committees and regularly attended meetings including monthly board meetings; monthly Clinical Committee meetings; monthly Mental Health Coalition meetings; monthly Social and Legislative Action Committee meetings; and Diversity Awareness Committee meetings



- Learned about current legislative issues in NH, as well as lobbying skills and assisting with written testimony. Assisted Executive Directive with office tasks as needed such as taking minutes, preparing agendas, and meeting preparation, Assisted in expanding CEU topics and programming, learned how to write a CEU application. Assisted with increasing funding and locating additional sources of income available to NH-NASW. Attended all applicable workshops, trainings, committee, coalition, and board meetings when appropriate

Greengard Center for Autism  
**ABA Therapeutic Instructor**  
Portsmouth, NH

May 2015 to March 2017

- Worked 1:1 with clients on the autism spectrum in the home/day center setting on increasing independence and self-advocacy skills
- Built community awareness and utilization
- Created and implemented programs which promoted goals of the client

Cooperative Middle School  
**Paraprofessional**  
Stratham, NH

August 2014 to February 2015

- Provided classroom support for student with behavioral issues and learning disabilities
- Worked collaboratively with BCBA developing and implementing behavioral plan, as well as providing student with positive behavioral support in the classroom as well as unstructured times

Salem Public School District  
**Behavior Specialist**  
Salem, MA

August 2011 to November 2013

- Conducted Teacher & Student Interviews, Narrative Observation, ABC Data Recording, Behavior Support Plan, Behavior Management Plan, FBA, Data Collection and Graphing
- Implemented Visuals using Boardmaker, wrote social stories, and taught self-regulation
- Implemented individual and class wide incentive plans working for preferred reinforcer
- Modeled plan for teachers and support staff to ensure fidelity of treatment
- Worked with School Adjustment Counselors to ensure plan was being followed through with and data collection was taking place in absence of Behavior Specialist
- Worked with students before and during plan implementation to ensure students were successfully earning reinforcer
- Attended IST and IEP meetings and worked closely with all facets of Administration and school staff
- Attended two day Brian Iwata conference, PBIS conference and in-house training during PDD, and CPI certified

Strengthening Families Program  
**Facilitator**  
Danvers, MA

December 2010 to January 2012

SFP is an evidence-based family skills training program found to significantly reduce problem behaviors, delinquency, and alcohol and drug abuse in children and to improve social competencies and school performance. Child maltreatment also decreases as parents strengthen bonds with their children and learn more effective parenting skills.

As facilitator, I oversaw the semester-long course in which families of children, ages 6 to 11, came together once a week to share a meal, learn new skills and then practice together as a family.

Great Oak Elementary School  
**Paraprofessional**

September 2006 to June 2010



Danvers, MA

- Provided teacher support for integrated preschool classroom
- Incorporated therapy routine designed by occupational therapist, physical therapist and speech pathologist into curriculum
- Maintained activities of daily living for children with intellectual and developmental disabilities in the classroom

NAGLY

**Youth Counselor**

Salem, MA

- Provided support and counseling to lesbian, gay, bisexual, transgender and questioning youth

Hope on Haven Hill

**Professional Trainings & Certifications**

- Continuum: ASAM Criteria Assessment
- Suicide Prevention Training-Counseling on Access to Lethal Means
- Registered Behavior Technician Training (40 hours)
- Crisis Prevention Intervention Training
- Olweus Bullying Prevention Program



Miechen Kingsley

## Professional Summary

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Experienced human service professional passionate about helping children and families to live better lives. Skilled at crisis management techniques, efficient and accurate documentation and relationship building.

## Skills

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- Microsoft Office | Office Equipment
- Attention to Detail in Documentation
- Interviewing and Assessment
- Time Management
- Compassionate
- Empathetic
- Crisis Management
- Communication Skills

## Education

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Bachelor of Science, Psychology | *Granite State College, Concord, NH*

Associate in Arts, Liberal Arts Teacher Preparation | *Great Bay Community College, Portsmouth, NH*

## Employment History

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**Parent Aide | Child and Family Services, Seacoast & Concord, NH**

August 2017 - Present

- Provide supervised visitation, document cases and create reports
- Connect parents to resources in their community for food, transportation, utilities, education and job opportunities
- Provide Addiction support and community resources for counseling and groups.
- Collaborate with Department of Health and Human Services to meet Client goals and objectives.

**Bus Driver | First Student, Dover, NH**

January 2009 - Present

- Build positive relationships with students, teachers and parents
- Maintain safe environment during crisis situations using crisis management techniques
- Maintain records including attendance forms and clinical data and prepare reports

**Personal Care Assistant | Atlantic Home Life Senior Care, Dover, NH**

May 2017 – July 2018

- Provide home patient care and assistance including transportation and utilizing physical therapy techniques
- Teach daily living activities and offer emotional and social support



Olivia Rowell

## Education

**University of Maine, Orono ME**

May 2019

*Bachelor's of Science in Social Work*

GPA: 3.8

Minor: Sociology

Honors:

- The University of Maine Black Bear Award (2015- present)
- The University of Maine Chadbourne Award (2015- present)
- The Tiffany Chase-Scott Scholarship (2015)
- Honors Program (Fall 2015- Spring 2018)
- Dean's List (Fall 2016, Fall 2017- present)

## Work Experience\Internships\Volunteer Experience

*Intern | Penobscot Nation Social Services, Indian Island ME* September 2018- Present

- Worked directly with clients, on policies, and outreach through; Child Support, Domestic Violence & Sexual Assault, Child Protective, and Promoting Safe & Stable Families offices
- Create weekly activities concerning mental health, healthy thinking habits, communicating emotions, and diversity in the Youth Program
- Involved in and assisted with numerous community events organized through the Penobscot Nation Social Services programs

*Cashier | Golden Harvest Produce Market, Kittery ME*

May 2017- Present

- Provided quality customer service in a fast-paced environment
- Constantly multitasked in order to meet the demands of customers (expanding my knowledge on products to better inform customers) and the business (organizing and stocking products)

*Intern | Maine DHHS; Child Protective, Bangor ME*

December 2017- May 2017

- Participated in the many departments within the DHHS Child Protective office in Bangor; permanency, placement, assessment, and administration.
- Observed; Family Facilitated Team Meetings, court cases, home visits, and assessments while learning about case files, documentation and case work.

*Volunteer | Westgate Center for Rehabilitation & Alzheimer's Care, Bangor ME*

- Volunteered throughout my second and third year at the University of Maine at Westgate meeting with residents and assisted with their therapy animal events (bringing animals from the Bangor Humane Society into the carpenter for residents to visit with)

*Server | Shipyard Brew Pub, Eliot ME*

August 2013- August 2016

- Assisted in organizing promotional events
- Promoted from hostess to server, and later trained new employees for both positions



## KATHERYN MILLER RESUME

### OBJECTIVE

To work in the position of Certified Recovery Support Worker in a growing department where exceptional ability to multi-task, solve problems, work effectively in a team, and meet deadlines are required in providing outstanding support to patients.

### EMPLOYMENT HISTORY

#### **Wentworth-Douglass Hospital** Dover, NH

April 2015-Present

Ambulatory Pharmacy Technician

Work as a liaison for Wentworth-Douglass Hospital, Pharmacy Department and Wentworth Health Partners off-site practices. Conduct Medication Management inspections for both Wentworth-Douglass Hospital nursing units and Wentworth Health Partners to verify Joint Commission standards are adhered to. Follow CDC and State guidelines for transportation of vaccines and other medications to off-site practices for patient use. Other projects and tasks as assigned by management.

#### **Wentworth-Douglass Hospital**

January 2014- April 2015

Employee Pharmacy Technician

Entered new patient profiles and prescriptions into medication input software system. Communicated directly with doctors' offices via telephone, fax, and email. Provided friendly customer services at prescription drop-off and pick-up counter. Worked closely with pharmacists and used medication input system to safely and accurately dispense medication. Efficiently answered multi-line phone system. Maintained proper compliance logs, including for refrigerator temperatures. Maintained drug inventory levels by ordering necessary medications and supplies and verifying deliveries against purchase orders. Regularly completed paperwork and entered prescription and insurance billing information into patient profiles. Strictly maintained customer and patient confidentiality.

#### **Walgreens** Rochester, NH

September 2001-November 2012

Senior Pharmacy Technician

Entered new patient profiles and prescriptions into medication input software system. Communicated directly with doctors' offices via telephone and fax. Provided friendly customer service at prescription drop-off and pick-up counters. Worked closely with pharmacists and used medication input software to safely and accurately dispense medication. Efficiently answered multi-line phone and processed high volume of order requests from nurses, doctors and pharmacists. Answered and screened phone calls for the staff pharmacists in a friendly, efficient manner. Accurately recorded compounded products and prepared appropriate labels. Verified patient data and billing information. Correctly priced and filed prescriptions after they were filled. Regularly completed paperwork and entered prescription and insurance billing information into patient profiles. Strictly maintained customer and patient confidentiality. Processed up to 500 prescriptions on high volume days with accuracy. Appropriately resolved customer issues, complaints and questions.

### EDUCATION

#### **Southern New Hampshire University**, *Manchester, New Hampshire*

Bachelor of Arts - Psychology with concentration in Child and Adolescent Development, 2015

### CERTIFICATIONS

2005-Present **Pharmacy Technician Certification Board**

Nationally Certified Pharmacy Technician

### REFERENCES

References available upon request



## Casey Joseph Resume

### Education:

Masters of Science in Operations & Project Management  
Southern New Hampshire University, Manchester, NH  
Anticipated Graduation: April 2019

Bachelor of Science in Psychology  
Salem State College, Salem, MA  
Graduation: May 2017

Associates of Science, Medical Training  
McIntosh College, Dover NH  
Graduation: December 2006

### Employment History:

July 2014-Current

**Lynn Community Health Center, Behavioral Health Department**  
BH Manager, Provider Scheduling & Productivity Analyst; EPIC Site Specialist

- Build/keep provider schedule templates
- Harpers payroll system
- Crystal & Business Objects reporting; statistical analysis of scheduling, appointments, billing, and no show rates.
- QI- Peer Review Process
- QI- Medication Adherence
- JCHO & Insurance audits
- Review and analysis of provider productivity and outcome measurements.
- EPIC EMR Workflows
- EPIC system issues & training
- Creating Policies and Protocols
- LEAN Principles

Feb 2014-July 2014

**Lynn Community Health Center, Behavioral Health Department**  
*Advanced Utilization Coordinator*

- Identifying insurance issues
- Insurance denial reports
- Communication with Mass Health and Private insurance companies
- Obtaining prior authorization for behavioral health visits
- Billing

June 2011- Dec 2014

**North Shore Medical Center, Salem Hospital**  
*Pharmacy Technician*

- Use of Omnicell computer system
- Performs arithmetical calculations required for the preparation of sterile products
- Manufacturing IV medication in a sterile field; Manufacturing Chemo Therapy IV
- Employee Satisfaction Team



- Developed a training program
- Knowledge of Joint Commission

**Sept 2010- June 2011 Express Scripts-Freedom Fertility Pharmacy**

*Pharmacy Technician*

- Answer patient questions related to pharmacy benefits, and pharmacy claim information
- Prepare and verify new prescription orders and refill orders while maintaining productivity and quality standards
- Select and retrieve appropriate medications, compound and dispense medical prescriptions, verify quantities, and prepare labels for bottles.
- Using a pharmacy claim system: verifying and processing prescription through insurance

**July 2008- May 2010 Tufts Health Plan**

*Appeals and Grievances Analyst*

- Responsible for identifying, investigating, and processing member appeals within NCQA and state mandated timelines
- Obtained all necessary medical records, benefit documents, and relevant information to create a case to process an appeal and present to a board of medical directors.

**Aug 2007-July 2008**

**Tufts Health Plan**

*Member Services Specialist*

- On first call resolution when taking incoming calls from Tufts Health Plan Members, Providers, and Pharmacies regarding benefits, claims, policies, and procedures
- Assisted in clarifying member's benefits, coverage and help callers obtain authorization for prescription drugs
- Researched all requests sent by member services specialists for possible backdates of primary care physicians for members who had claims denied due to not selecting primary physician

**References:**

References will be provided upon request



## **Kathleen Breton Resume**

### **Summary**

Dedicated and focused administrative Assistant with over 20 years' experience. Who excels at prioritizing and completing multiple tasks. With great customer service with clients and coworkers.

### **Highlights**

Self-directed

Professional and mature

Dedicated team player

Strong interpersonal skills

Medical terminology

Mail management

Meeting planning

Patient charting

Insurance eligibility verifications

Documentation

Customer Service

Strong work ethic Maintains strict confidentiality

Computer skills

Scheduling

Ordering supplies

Medical records

Referrals

Extensive phone skills



Strong problem solver

Time management

Problem resolution

Report analysis

Employee training and development

Insurance verification

Patient care advocacy

### **Accomplishments**

Scheduling

Facilitated onboarding of new employees by scheduling training, answering questions and processing paperwork.

Multitasking

Administration

Answered multiple phone lines, transferred calls to corresponding departments, filed patient records and billed accordingly.

Demonstrated proficiencies in telephone, e-mail, fax and front-desk reception within high-volume environment.

Customer Service

Handled customers effectively by identifying needs, quickly gaining trust, approaching complex situations and resolving problems to maximize efficiency.

Administration

Performed administration tasks such as filing, developing spreadsheets, faxing reports, photocopying collateral and scanning documents for inter-departmental use.

Research

Investigated any necessary information for proper billing for insurance companies, patients and DMEs such as proper billing codes.



## **Experience**

June 2006 to Current

Rochester Pulmonary Medicine Rochester , NH

Patient Service Rep

Completed registration quickly and cordially for all new patients. Scanning, importing medical documentation. Scheduled radiology/diagnostic testing. Provided administrative support for three physicians. Processed incoming and outgoing referrals. Scheduled surgeries and procedures in conjunction with Surgical Coordinator.

Maintained an organized logging system for tracking test results. Demonstrated knowledge of HIPAA Privacy and Security Regulations by appropriately handling patient information. Collected and posted copayments. Ordered office supplies/scheduled meetings. Purged outdated files. Disseminated information to correct department, individual or outside location. Trained new employees.

May 2006 to June 2008

Beacon Internal Medicine Portsmouth, NH

Medical Office Specialist

Insurance authorization/Scheduling testing and appointments/Medical Records/Customer Service/Billing

May 2003 to May 2006

FileNet Dept Store Newington , NH

Customer Service/Lead

Customer Service/cashier/Lead/trainer/Displayed stock/Signage

## **Education**

1975 Spaulding High School Rochester, NH



## High School Diploma Buisness



## Cassandra St Martin

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### Profile

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Highly capable Patient Service Representative with experience in a healthcare office setting, as well as 8 years in a clinical healthcare setting. Experience with handling confidential tasks, time management skills and training on multiple electronic healthcare systems. Aiming to expand my work ethics and abilities to widen my role within the organization.

### Skills

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- Professionalism
- Ability to maintain strict confidentiality following HIPAA guidelines along with excellent communications skills
- Organized and detail oriented
- Computer literacy
- Data entry
- Excellent customer service skills

### Education

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Farmington High School, Farmington, NH 2009-2012

- Diploma

### Employment History

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**Patient Services Representative, Great Bay Mental Health** **January 2019- Present**

- Customer service skills, both face to face and over the phone, scheduling hospital discharge follow ups. Assisting patients with disability & FMLA paperwork, processing medical records requests. My training includes working with substance abuse disorders, anxiety, mood disorders, post-trauma issues and medication management.

**Care Giver, Evolve at Rye** **August 2016- Present**

- Experienced Alzheimer's and Dementia care giver. Responsible for personal care services, assistance, support and supervision to residents. Assist residents with activities of daily living.

**Cabin Keeper, Getaway Houses** **August 2018- January 2019**

- Cleaning expertise, being able to perform physical work and to handle cleaning equipment and good communication skills.

**Front Desk Representative, Seacoast Sports Clubs- Great Bay** **May 2018- January 2019**

- Answering phones, booking tennis courts, sales, stocking. Updating and filling out contracts. Customer service, greeting and checking in customers.

**Safety Monitor, Wentworth Douglass Hospital** **October 2015- January 2019**

- Responsible for patient safety and contacting security when situations escalate all while maintaining alertness of my surroundings in a calm and courteous manner. Also, responsible for daily report upon entering and exiting shift changes.

**Dietary Aid/Food Service Worker, Wentworth Douglass Hospital** **August 2012- May 2016**

- Responsible for taking patient food orders following strict diets, deliver food trays to appropriate patient rooms, follow a verification process when speaking to patients and responsible for dating food per expiration dates.



**CONTRACTOR NAME**Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Peter Fifield	Manager of BH Services	\$105,534	50%	\$52,767
Jenn Stout	Clinical Supervisor	\$98,817	100%	\$98,817
Allison Tuttle	Clinician	\$74,251	20%	\$14,850
Kristen Wilkinson	Clinician	\$43,254	100%	\$43,254
Carol Stiles	Clinician	\$65,924	40%	\$26,369
Brandee Prevost	Clinician	\$57,541	100%	\$57,541
Miechen Kingsley	CRSW	\$53,040	100%	\$53,040
Olivia Rowell	CRSW	\$52,000	100%	\$52,000
Katheryn Miller	CRSW	\$52,000	100%	\$52,000
Casey Joseph	Practice Coordinator	\$50,622	100%	\$50,622
Kathleen Bretton	Patient Service Representative	\$38,863	100%	\$38,863
Cassandra St. Martin	Patient Service Representative	\$36,450	50%	\$17,224



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Lori A. Shiblinette  
Commissioner

Katja S. Fox  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION FOR BEHAVIORAL HEALTH

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

January 19, 2021

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division for Behavioral Health, to **Retroactively** amend existing **Sole Source** contracts with the vendors listed in **bold** below to continue a statewide system of Doorways that provide access to substance use disorder treatment and recovery services and supports, by exercising renewal options by increasing the total price limitation by \$6,898,532 from \$27,125,987 to \$34,024,519 and by extending the completion dates from September 29, 2020 to September 29, 2021 effective retroactive to September 29, 2020 upon Governor and Council approval. 97.28% Federal and 2.72% Other Funds.

The individual contracts were approved by Governor and Council as specified in the table below.

Vendor Name	Vendor Code	Area Served	Current Amount	Increase/ (Decrease)	New Amount	G&C Approval
<b>Androscoggin Valley Hospital, Inc., Berlin, NH</b>	<b>177220-B002</b>	Berlin	<b>\$1,670,051</b>	<b>\$279,466</b>	<b>\$1,949,517</b>	O: 10/31/18 Item #17A A1: 8/28/19 (Item #10) A2: 6/24/20 (Item #31)
<b>Concord Hospital, Inc., Concord, NH</b>	<b>177653-B003</b>	Concord	<b>\$2,272,793</b>	<b>\$416,001</b>	<b>\$2,688,794</b>	O: 10/31/18 Item #17A A1: 8/28/19 (Item #10) A2: 6/24/20 (Item #31)
<b>Granite Pathways, Concord, NH</b>	<b>228900-B001</b>	Concord	<b>\$6,895,879</b>	<b>\$0</b>	<b>\$6,895,879</b>	O: 10/31/18 (Item #17A) A1: 9/18/19, (Item #20)
<b>Littleton Regional Hospital, Littleton, NH</b>	<b>177162-B011</b>	Littleton	<b>\$1,713,805</b>	<b>\$446,884</b>	<b>\$2,160,689</b>	O: 10/31/18 (Item #17A) A1: 9/18/19, (Item #20) A2: 6/24/20 (Item #31)



His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
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LRGHealthcare Laconia, NH	177161 -B006	Laconia	\$1,987,673	\$329,403	\$2,317,076	O: 10/31/18 (Item #17A) A1: 9/18/19, (Item #20) A2: 6/24/20 (Item #31)
Mary Hitchcock Memorial Hospital, Lebanon, NH	177651 -B001	Lebanon	\$4,349,314	\$0	\$4,349,314	O: 10/31/18 Item #17A A1: 11/14/19 (Item #11) A2: 9/18/19, (Item #20) A3: 6/24/20 (Item #31)
The Cheshire Medical Center, Keene, NH	155405 -B001	Keene	\$1,947,690	\$1,116,050	\$3,063,740	O: 10/31/18 (Item #17A) A1: 9/18/19, (Item #20) A2: 6/24/20 (Item #31)
Wentworth- Douglass, Hospital, Dover, NH	177187 -B001	Dover	\$2,769,452	\$1,339,947	\$4,109,399	O: 10/31/18 (Item #17A) A1: 9/18/19, (Item #20) A2: 6/24/20 (Item #31)
Catholic Medical Center, Manchester, NH	177240 -B003	Greater Manchester	\$1,948,342	\$2,970,781	\$4,919,123	O: 3/11/20 (Item #9A)
Southern New Hampshire Health System, Inc., Nashua, NH	177321 -R004	Greater Nashua	\$1,570,988	\$0	\$1,570,988	O: 3/11/20 (Item #9A)
		Total	\$27,125,987	\$6,898,532	\$34,024,519	

Funds are available in the following accounts for State Fiscal Year 2021, and are anticipated to be available in State Fiscal Years 2022, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

#### EXPLANATION

This request is **Retroactive** because sufficient funds in State Fiscal Year 2021 were not available in the operating budget considering the grant amount awarded, and due to delay by the Substance Abuse and Mental Health Services Administration in approving New Hampshire's requests for continued State Opioid Response Grant funding the efforts to add the state appropriations were deferred. This request is **Sole Source** because the contracts were originally approved as sole source and MOP 150 requires any subsequent amendments to be labelled as sole source.



His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 3 of 3

The purpose of this request is to continue providing services through the Doorways by utilizing unexpended funds from the first round of State Opioid Response funding, adding funding from the second round of State Opioid Response, and adding funding to address the needs of individuals with substance use disorders not covered under State Opioid Response.

Approximately 2,000 individuals will be served from September 30, 2020 to September 29, 2021.

The contractors will continue providing a network of Doorways to ensure every resident in New Hampshire has access to substance use disorder treatment and recovery services in person during typical business hours. Additionally, telephonic services for screening, assessment, and evaluations for substance use disorders are available through the Doorways 24 hours, seven (7) days a week, to ensure no one in New Hampshire has to travel more than 60 minutes to access services.

The Doorways' services provide resources to strengthen existing prevention, treatment, and recovery programs; ensure access to critical services to decrease the number of opioid-related deaths in New Hampshire; and promote engagement in the recovery process. Individuals with substance use disorders other than opioids or stimulants are also being seen and referred to the appropriate services by the Doorways.

The Department will monitor contracted services using the following methods:

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

As referenced in Exhibit C-1 Revisions to Standard Contract Language, Paragraph 3. Renewals, or Exhibit A, Revisions to Standard Contract Provisions, Subsection 1 – Revisions to Form P-37, General Provisions, in the case of Catholic Medical Center and Southern New Hampshire Health System, Inc., of the original contracts the parties have the option to extend the agreements for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for one (1) of the two (2) years available.

Should the Governor and Council not authorize this request, individuals seeking treatment for opioid use disorder may experience difficulty navigating a complex system; may not receive the supports and clinical services they need; and may experience delays in receiving care that negatively impact recovery and increase the risk of relapse.

Areas served: Statewide.

Source of Funds: CFDA #93.788, FAIN #H79TI081685 and H79TI083326.

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

Respectfully submitted,



Lori A. Weaver  
Deputy Commissioner



DEPARTMENT OF HEALTH AND HUMAN SERVICES  
COMMUNITY MENTAL HEALTH CENTER CONTRACT AMENDMENTS  
SFY 2016 FINANCIAL DETAIL

05-95-82-920510-70400000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF HHS: BEHAVIORAL HEALTH DIV OF BUREAU OF DRUG & ALCOHOL SERVICES, STATE OPIOID RESPONSE GRANT 100% Federal Funds CFOA #93,788 FAIN H79T081685 and H79T083326

Androscoggin Valley

Vendor # 177220

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	\$ 619,850.00	\$ (355,600.00)	\$ 234,250.00
2020	102/500731	Contracts for Program Services	92057040	\$ 848,918.00	\$ (195,933.00)	\$ 652,985.00
2021	102/500731	Contracts for Program Services	92057040	\$ 201,283.00	\$ -	\$ 201,283.00
2021	102/500731	Contracts for Program Services	92057047	\$ -	\$ 181,000.00	\$ 181,000.00
2021	102/500731	Contracts for Program Services	92057048	\$ -	\$ 436,666.00	\$ 436,666.00
2022	102/500731	Contracts for Program Services	92057048	\$ -	\$ 218,333.00	\$ 218,333.00
		Sub Total		\$ 1,670,051.00	\$ 254,466.00	\$ 1,924,517.00

Concord

Vendor # 177653

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	\$ 710,746.00	\$ (447,973.00)	\$ 262,773.00
2020	102/500731	Contracts for Program Services	92057040	\$ 1,325,131.00	\$ -	\$ 1,325,131.00
2021	102/500731	Contracts for Program Services	92057040	\$ 236,916.00	\$ -	\$ 236,916.00
2021	102/500731	Contracts for Program Services	92057047	\$ -	\$ 166,000.00	\$ 166,000.00
2021	102/500731	Contracts for Program Services	92057048	\$ -	\$ 400,000.00	\$ 400,000.00
2022	102/500731	Contracts for Program Services	92057048	\$ -	\$ 200,000.00	\$ 200,000.00
		Sub Total		\$ 2,272,793.00	\$ 318,027.00	\$ 2,590,820.00

Cheshire

Vendor # 155405

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	\$ 615,100.00	\$ (3,813.00)	\$ 611,287.00
2020	102/500731	Contracts for Program Services	92057040	\$ 1,127,557.00	\$ -	\$ 1,127,557.00
2021	102/500731	Contracts for Program Services	92057040	\$ 205,033.00	\$ -	\$ 205,033.00
2021	102/500731	Contracts for Program Services	92057047	\$ -	\$ 229,925.00	\$ 229,925.00
2021	102/500731	Contracts for Program Services	92057048	\$ -	\$ 532,304.00	\$ 532,304.00
2022	102/500731	Contracts for Program Services	92057048	\$ -	\$ 266,152.00	\$ 266,152.00
		Sub Total		\$ 1,947,690.00	\$ 1,024,568.00	\$ 2,972,258.00



DEPARTMENT OF HEALTH AND HUMAN SERVICES  
COMMUNITY MENTAL HEALTH CENTER CONTRACT AMENDMENTS  
SFY 2016 FINANCIAL DETAIL

Granite Pathways Manchester

Vendor #228900

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	\$ 1,331,471.00	\$ -	\$ 1,331,471.00
2020	102/500731	Contracts for Program Services	92057040	\$ 2,349,699.00	\$ -	\$ 2,349,699.00
2021	102/500731	Contracts for Program Services	92057040	\$ -	\$ -	\$ -
2021	102/500731	Contracts for Program Services	92057040	\$ -	\$ -	\$ -
2021	102/500731	Contracts for Program Services	92057040	\$ -	\$ -	\$ -
2022	102/500731	Contracts for Program Services	92057048	\$ -	\$ -	\$ -
		Sub Total		\$ 3,681,170.00	\$ -	\$ 3,681,170.00

Granite Pathways Nashua

Vendor # 228900

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	\$ 1,348,973.00	\$ -	\$ 1,348,973.00
2020	102/500731	Contracts for Program Services	92057040	\$ 1,865,736.00	\$ -	\$ 1,865,736.00
2021	102/500731	Contracts for Program Services	92057040	\$ -	\$ -	\$ -
2021	102/500731	Contracts for Program Services	92057040	\$ -	\$ -	\$ -
2021	102/500731	Contracts for Program Services	92057040	\$ -	\$ -	\$ -
2022	102/500731	Contracts for Program Services	92057048	\$ -	\$ -	\$ -
		Sub Total		\$ 3,214,709.00	\$ -	\$ 3,214,709.00

Littleton Regional

Vendor # 177162

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	\$ 627,250.00	\$ (388,115.00)	\$ 239,135.00
2020	102/500731	Contracts for Program Services	92057040	\$ 882,805.00	\$ -	\$ 882,805.00
2021	102/500731	Contracts for Program Services	92057040	\$ 203,750.00	\$ -	\$ 203,750.00
2021	102/500731	Contracts for Program Services	92057047	\$ -	\$ 175,000.00	\$ 175,000.00
2021	102/500731	Contracts for Program Services	92057048	\$ -	\$ 423,333.00	\$ 423,333.00
2022	102/500731	Contracts for Program Services	92057048	\$ -	\$ 211,666.00	\$ 211,666.00
		Sub Total		\$ 1,713,805.00	\$ 423,884.00	\$ 2,135,689.00

LRGHealthcare

Vendor # 177161

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	\$ 615,000.00	\$ (115,000.00)	\$ 500,000.00
2020	102/500731	Contracts for Program Services	92057040	\$ 1,167,673.00	\$ (525,559.00)	\$ 642,114.00
2021	102/500731	Contracts for Program Services	92057040	\$ 205,000.00	\$ -	\$ 205,000.00
2021	102/500731	Contracts for Program Services	92057047	\$ -	\$ 178,000.00	\$ 178,000.00
2021	102/500731	Contracts for Program Services	92057048	\$ -	\$ 430,000.00	\$ 430,000.00
2022	102/500731	Contracts for Program Services	92057048	\$ -	\$ 215,000.00	\$ 215,000.00
		Sub Total		\$ 1,987,673.00	\$ 182,441.00	\$ 2,170,114.00



DEPARTMENT OF HEALTH AND HUMAN SERVICES  
COMMUNITY MENTAL HEALTH CENTER CONTRACT AMENDMENTS  
SFY 2016 FINANCIAL DETAIL

Mary Hitchcock

Vendor # 177180

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	\$ 1,390,247.00		\$ 1,390,247.00
2020	102/500731	Contracts for Program Services	92057040	\$ 2,575,109.00		\$ 2,575,109.00
2021	102/500731	Contracts for Program Services	92057040	\$ 383,958.00		\$ 383,958.00
2021	102/500731	Contracts for Program Services	92057047	\$ -		\$ -
2021	102/500731	Contracts for Program Services	92057048	\$ -		\$ -
2022	102/500731	Contracts for Program Services	92057048	\$ -		\$ -
		Sub Total		\$ 4,349,314.00		\$ 4,349,314.00

Wentworth Douglass

Vendor # 177187

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	\$ 722,025.00	\$ (184,962.00)	\$ 537,063.00
2020	102/500731	Contracts for Program Services	92057040	\$ 1,806,752.00		\$ 1,806,752.00
2021	102/500731	Contracts for Program Services	92057040	\$ 240,675.00		\$ 240,675.00
2021	102/500731	Contracts for Program Services	92057047		\$ 299,000.00	\$ 299,000.00
2021	102/500731	Contracts for Program Services	92057048		\$ 691,360.00	\$ 691,360.00
2022	102/500731	Contracts for Program Services	92057048		\$ 345,680.00	\$ 345,680.00
		Sub Total		\$ 2,769,452.00	\$ 1,151,078.00	\$ 3,920,530.00

Catholic Medical Center

Vendor # 177240

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	\$ -	\$ -	\$ -
2020	102/500731	Contracts for Program Services	92057040	\$ 1,223,728.00	\$ (878,709.00)	\$ 345,019.00
2021	102/500731	Contracts for Program Services	92057040	\$ 724,614.00		\$ 724,614.00
2021	102/500731	Contracts for Program Services	92057047	\$ -	\$ 802,501.00	\$ 802,501.00
2021	102/500731	Contracts for Program Services	92057048	\$ -	\$ 1,846,000.00	\$ 1,846,000.00
2022	102/500731	Contracts for Program Services	92057048	\$ -	\$ 923,000.00	\$ 923,000.00
		Sub Total		\$ 1,848,342.00	\$ 2,692,792.00	\$ 4,541,134.00

Southern New Hampshire Health Systems, Inc.

Vendor # 177321

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	\$ -		\$ -
2020	102/500731	Contracts for Program Services	92057040	\$ 1,048,716.00		\$ 1,048,716.00
2021	102/500731	Contracts for Program Services	92057040	\$ 522,272.00		\$ 522,272.00
2021	102/500731	Contracts for Program Services	92057047	\$ -		\$ -
2021	102/500731	Contracts for Program Services	92057048	\$ -		\$ -
2022	102/500731	Contracts for Program Services	92057048	\$ -		\$ -
		Sub Total		\$ 1,570,988.00		\$ 1,570,988.00
		Total SOR		\$ 27,125,897.00	\$ 6,045,256.00	\$ 33,171,243.00



DEPARTMENT OF HEALTH AND HUMAN SERVICES  
COMMUNITY MENTAL HEALTH CENTER CONTRACT AMENDMENTS  
SFY 2016 FINANCIAL DETAIL

05-95-92-920510-33820000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, MHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF  
DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)

Vendor # 177220

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2021	102/500731	Contracts for Program Services	92058501	\$ -	\$ 18,750.00	\$ 18,750.00
2022	102/500731	Contracts for Program Services	92058501	\$ -	\$ 6,250.00	\$ 6,250.00
		<b>Sub Total</b>		\$ -	\$ 25,000.00	\$ 25,000.00

Vendor # 177653

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2021	102/500731	Contracts for Program Services	92058501	\$ -	\$ 73,481.00	\$ 73,481.00
2022	102/500731	Contracts for Program Services	92058501	\$ -	\$ 24,493.00	\$ 24,493.00
		<b>Sub Total</b>		\$ -	\$ 97,974.00	\$ 97,974.00

Vendor # 155405

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2021	102/500731	Contracts for Program Services	92058501	\$ -	\$ 68,612.00	\$ 68,612.00
2022	102/500731	Contracts for Program Services	92058501	\$ -	\$ 22,870.00	\$ 22,870.00
		<b>Sub Total</b>		\$ -	\$ 91,482.00	\$ 91,482.00

Vendor # 177182

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2021	102/500731	Contracts for Program Services	92058501	\$ -	\$ 18,750.00	\$ 18,750.00
2022	102/500731	Contracts for Program Services	92058501	\$ -	\$ 6,250.00	\$ 6,250.00
		<b>Sub Total</b>		\$ -	\$ 25,000.00	\$ 25,000.00

Vendor # 177181

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2021	102/500731	Contracts for Program Services	92058501	\$ -	\$ 110,222.00	\$ 110,222.00
2022	102/500731	Contracts for Program Services	92058501	\$ -	\$ 36,740.00	\$ 36,740.00
		<b>Sub Total</b>		\$ -	\$ 146,962.00	\$ 146,962.00

Vendor # 177180

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2021	102/500731	Contracts for Program Services	92058501	\$ -	\$ -	\$ -
2022	102/500731	Contracts for Program Services	92058501	\$ -	\$ -	\$ -
		<b>Sub Total</b>		\$ -	\$ -	\$ -

Vendor # 177187

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2021	102/500731	Contracts for Program Services	92058501	\$ -	\$ 141,652.00	\$ 141,652.00
2022	102/500731	Contracts for Program Services	92058501	\$ -	\$ 47,217.00	\$ 47,217.00
		<b>Sub Total</b>		\$ -	\$ 188,869.00	\$ 188,869.00



DEPARTMENT OF HEALTH AND HUMAN SERVICES  
COMMUNITY MENTAL HEALTH CENTER CONTRACT AMENDMENTS  
SFY 2016 FINANCIAL DETAIL

Catholic Medical Center

Vendor # 177240

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2021	102/500731	Contracts for Program Services	92058501	\$ -	\$ 208,492.00	\$ 208,492.00
2022	102/500731	Contracts for Program Services	92058501	\$ -	\$ 69,497.00	\$ 69,497.00
		<b>Sub Total</b>		\$ -	\$ 277,989.00	\$ 277,989.00

Southern New Hampshire Health Systems, Inc.

Vendor # 177321

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2021	102/500731	Contracts for Program Services	92058501	\$ -		\$ -
2022	102/500731	Contracts for Program Services	92058501	\$ -		\$ -
		<b>Sub Total</b>		\$ -	\$ -	\$ -
		<b>Total Gov Commission</b>		\$ -	\$ 853,276.00	\$ 853,276.00
		<b>Total All</b>		\$ 27,125,587.00	\$ 4,898,532.00	\$ 34,024,519.00



**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**



**State of New Hampshire  
Department of Health and Human Services  
Amendment #3 to the Access and Delivery Hub for Opioid Use Disorder Services Contract**

This 3<sup>rd</sup> Amendment to the Access and Delivery Hub for Opioid Use Disorder Services contract (hereinafter referred to as "Amendment #3") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Wentworth-Douglass Hospital, (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 789 Central Ave, Dover, NH 03820.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on October 31, 2018 (Item #17A), as amended on September 18, 2019, (Item #20), and on June 24, 2020, (Item #31) the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Paragraph 3. Renewal, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:  
September 29, 2021.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$4,109,399.
3. Modify Exhibit A Amendment #1, Scope of Services, by replacing in its entirety with Exhibit A Amendment #3, Scope of Services, in order to update all references to current funding sources and related requirements, which is attached hereto and incorporated by reference herein.
4. Modify Exhibit B, Methods and Conditions Precedent to Payment, by replacing in its entirety with Exhibit B Amendment #3, Methods and Conditions Precedent to Payment, in order to bring payment terms into compliance with current Department of Administrative Services Manual of Procedures standards, which is attached hereto and incorporated by reference herein.
5. Modify Exhibit B-1, Budget by reducing the total budget amount by \$184,962, which is identified as unspent funding that is being carried forward to fund the activities in this Agreement for SFY 21 (September 30, 2020 through December 31, 2020), as specified, in part, in Exhibit B-4 Amendment #3 NCE.
6. Add Exhibit B-4 Amendment #3 NCE, which is attached hereto and incorporated by reference herein
7. Add Exhibit B-5 Amendment #3 GovComm, which is attached hereto and incorporated by reference herein.
8. Add Exhibit B-6 Amendment #3 SOR II, which is attached hereto and incorporated by reference herein.
9. Add Exhibit B-7 Amendment #3 GovComm, which is attached hereto and incorporated by reference herein.

Wentworth-Douglass Hospital

Amendment #3

Contractor Initials

03  
JBA

SS-2019-BDAS-05-ACCES-08-A03

Page 1 of 4

Date 1/5/2021



**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**



- 
10. Add Exhibit B-8 Amendment #3 SOR II, which is attached hereto and incorporated by reference herein.



**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**



All terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #3 remain in full force and effect. This amendment shall be effective retroactive to September 29, 2020, upon Governor and Executive Council approval.

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

State of New Hampshire  
Department of Health and Human Services

1/5/2021

Date

DocuSigned by:

*Katja Fox*

500006004C33443

Name: Katja Fox

Title: Director

Wentworth-Douglas Hospital

1/5/2021

Date

DocuSigned by:

*Jeffrey Hughes*

500006004C33443

Name: Jeffrey Hughes

Title: Interim President & CEO



**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**



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

**OFFICE OF THE ATTORNEY GENERAL**

1/15/2021

Date

DocuSigned by:

A handwritten signature in black ink, appearing to read "C. Pinos".

Name: Catherine Pinos

Title: Attorney

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

**OFFICE OF THE SECRETARY OF STATE**

Date

Name:

Title:



**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**



**EXHIBIT A – Amendment #3**

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**Scope of Services**

**1. Provisions Applicable to All Services**

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. All Exhibits B Amendment #3 through K are attached hereto and incorporated by reference herein.

**2. Statement of Work**

- 2.1. The Contractor shall develop, implement and operationalize a regional Access and Delivery Hub for Opioid Use Disorder (from herein referred to as the "Doorway") for substance use disorder (SUD) treatment and recovery support service access in accordance with the terms and conditions approved by Substance Abuse and Mental Health Services Administration (SAMHSA) for the State Opioid Response (SOR) grant.
- 2.2. The Contractor shall provide residents in the Dover Region with access to referrals to SUD treatment and recovery support services and other health and social services.
- 2.3. The Contractor shall participate in technical assistance, guidance, and oversight activities, as directed by the Department, for continued development and enhancement of Doorway services.
- 2.4. The Contractor shall collaborate with the Department to assess capacity and resource needs, as evidenced by a feasibility and sustainability plan, to provide services either directly, or indirectly through a professional services agreement approved by the Department, that include, but are not limited to:
  - 2.4.1. Care coordination to support evidence-based medication assisted treatment (MAT) induction services consistent with the principles of the Medication First model.
  - 2.4.2. Coordination of outpatient and inpatient SUD services, in accordance with the American Society of Addiction Medicine (ASAM).
  - 2.4.3. Coordination of services and support outside of Doorway operating hours specified in Paragraph 3.1.1., while awaiting intake with the Doorway.



**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**



**EXHIBIT A – Amendment #3**

- 
- 2.4.4. Expanding provisions for Core Doorway services to additional eligible SOR populations, as defined in Paragraph 4.2.1.
- 2.5. The Contractor shall collaborate with the Department, throughout the contract period, to identify gaps in financial and staffing resources required in Section 5. Staffing.
- 2.6. The Contractor shall ensure formalized coordination with 2-1-1 NH and other agencies and community-based programs that make up the components of the Doorway System to ensure services and supports are available to individuals after Doorway operating hours. The Contractor shall ensure coordination includes, but is not limited to:
- 2.6.1. Establishing a Qualified Services Arrangement (QSA) or Memorandum of Understanding (MOU) for after hour services and supports, which includes but are not limited to:
- 2.6.1.1. A process that ensures a client's preferred Doorway receives information on the client, outcomes, and events for continued follow-up.
- 2.6.1.2. A process for sharing information about each client to allow for prompt follow-up care and supports, in accordance with applicable state and federal requirements, that includes but is not limited to:
- 2.6.1.2.1. Any locations to which the client was referred for respite care or housing.
- 2.6.1.2.2. Other services offered or provided to the client.
- 2.6.2. Collaborating with the Department to:
- 2.6.2.1. Implement a centralized closed loop referral system, utilizing the technology solution procured by the Department in order to improve care coordination and client outcomes.
- 2.6.2.2. Develop a plan no later than December 2020 identifying timelines and requirements for implementing the closed loop referral system.
- 2.6.3. Enabling the sharing of information and resources, which include, but are not limited to:
- 2.6.3.1. Patient demographics.
- 2.6.3.2. Referrals made, accepted, and outstanding.
- 2.6.3.3. Services rendered.



**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**



**EXHIBIT A – Amendment #3**

- 2.6.3.4. Identification of resource providers involved in each client's care.
- 2.7. The Contractor, with the assistance of the Department, shall establish formalized agreements to enroll and contract with:
- 2.7.1. Medicaid Managed Care Organizations (MCO) to coordinate case management efforts on behalf of the client.
  - 2.7.2. Private insurance carriers to coordinate case management efforts on behalf of the client.
- 2.8. The Contractor shall create policies relative to obtaining patient consent for disclosure of protected health information, as required by state administrative rules and federal and state laws, for agreements reached with MCOs and private insurance carriers as outlined in Subsection 2.7.
- 2.9. The Contractor shall develop a Department-approved conflict of interest policy related to Doorway services and referrals to SUD treatment and recovery supports and services programs funded outside of this contract that maintains the integrity of the referral process and client choice in determining placement in care.
- 2.10. The Contractor shall participate in regularly scheduled learning and educational sessions with other Doorways that are hosted, and/or recommended, by the Department.
- 2.11. The Contractor shall convene or participate in regional community partner meetings to provide information and receive feedback regarding the Doorway services. The Contractor shall:
- 2.11.1. Ensure regional community partners include, but are not limited to:
    - 2.11.1.1. Municipal leaders.
    - 2.11.1.2. Regional Public Health Networks.
    - 2.11.1.3. Continuum of Care Facilitators.
    - 2.11.1.4. Health care providers.
    - 2.11.1.5. Social services providers.
    - 2.11.1.6. Other stakeholders, as appropriate.
  - 2.11.2. Ensure meeting agendas include, but are not limited to:
    - 2.11.2.1. Receiving input on successes of services.



**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**



**EXHIBIT A – Amendment #3**

- 
- 2.11.2.2. Sharing challenges experienced since the last regional community partner meeting.
  - 2.11.2.3. Sharing methods and actions that can be taken to improve transitions and process flows.
  - 2.11.3. Provide meeting minutes to partners and the Department no later than ten (10) days following each community partners meetings.
  - 2.12. The Contractor shall inform the Department of the regional goals to be included in the future development of needs assessments the Contractor and its regional partners have during the contract period, including, but not limited to, goals pertaining to:
    - 2.12.1. Naloxone use.
    - 2.12.2. Enhanced coverage and services to enable reduced Emergency Room use.
    - 2.12.3. Reducing overdose related fatalities.
  - 3. **Scope of Work for Doorway Activities**
    - 3.1. The Contractor shall ensure that, unless an alternative schedule for the Doorway to meet the needs of the community is proposed and approved by the Department, the Doorway provides, in one (1) location, at a minimum:
      - 3.1.1. Hours of operation that includes:
        - 3.1.1.1. 8:00 am to 5:00 pm Monday through Friday.
        - 3.1.1.2. Expanded hours as agreed to by the Department.
      - 3.1.2. A physical location for clients to receive face-to-face services, ensuring any request for a change in location is submitted to the Department no later than thirty (30) days prior to the requested move for Department approval.
      - 3.1.3. Telehealth services consistent with guidelines set forth by the Department.
      - 3.1.4. Telephonic services for calls referred to the Doorway by 2-1-1 NH.
      - 3.1.5. Initial intake and screening to assess an individual's potential need for Doorway services.
      - 3.1.6. Crisis intervention and stabilization counseling services provided by a licensed clinician for any individual in an acute Opioid Use Disorder (OUD)-related crisis who requires immediate non-emergency intervention. If the individual is calling rather than physically presenting at the Doorway, the Contractor shall ensure services include, but are not limited to:



**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**



**EXHIBIT A – Amendment #3**

- 3.1.6.1. Directing callers to dial 911 if a client is in imminent danger or there is an emergency.
- 3.1.6.2. If the client is unable or unwilling to call 911, the Doorway shall immediately contact emergency or mobile crisis services.
- 3.1.7. Clinical evaluations that include:
  - 3.1.7.1. Evaluations of all ASAM Criteria (ASAM, October 2013), domains.
  - 3.1.7.2. A level of care recommendation based on ASAM Criteria (October 2013).
  - 3.1.7.3. Identification of client strengths and resources that can be used to support treatment and recovery.
- 3.1.8. Development of a clinical service plan in collaboration with the client based on the clinical evaluation referenced in Subsection 3.1.8. The Contractor shall ensure the clinical service plan includes, but is not limited to:
  - 3.1.8.1. Determination of an initial ASAM level of care.
  - 3.1.8.2. Identification of any needs the client may have relative to supportive services including, but not limited to:
    - 3.1.8.2.1. Physical health needs.
    - 3.1.8.2.2. Mental health and other behavioral health needs.
    - 3.1.8.2.3. Peer recovery support services needs.
    - 3.1.8.2.4. Social services needs.
    - 3.1.8.2.5. Criminal justice needs that include Corrections, Drug Court, and Division for Children, Youth, and Families (DCYF) matters.
  - 3.1.8.3. A plan for addressing all areas of need identified in Paragraph 3.1.8. by determining goals that are patient-centered, specific, measurable, attainable, realistic, and timely (SMART goals).
  - 3.1.8.4. Plans for referrals to external providers to offer interim services, when the level of care identified in Paragraph 3.1.8. is not available to the client within forty-eight (48) hours of service plan development, which are defined as:
    - 3.1.8.4.1. A minimum of one (1) sixty (60) minute individual or group outpatient session per week; and/or



**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**



**EXHIBIT A – Amendment #3**

- 3.1.8.4.2. Recovery support services, as needed by the client; and/or
- 3.1.8.4.3. Daily calls to the client to assess and respond to any emergent needs; and/or
- 3.1.8.4.4. Respite shelter while awaiting treatment and recovery services.
- 3.1.9. A staff person, which can be a licensed clinician, Certified Recovery Support Worker (CRSW), or other non-clinical support staff; capable of assisting specialty populations with accessing services that may have additional entry points to services or specific eligibility criteria. Specialty populations include, but are not limited to:
  - 3.1.9.1. Veterans and service members.
  - 3.1.9.2. Pregnant, postpartum, and parenting women.
  - 3.1.9.3. DCYF involved families.
  - 3.1.9.4. Individuals at-risk of or with HIV/AIDS.
  - 3.1.9.5. Adolescents.
- 3.1.10. Facilitated referrals to SUD treatment and recovery support and other health and social services, which shall include, but not be limited to:
  - 3.1.10.1. Developing and implementing adequate consent policies and procedures for client-level data sharing and shared care planning with external providers, in accordance with HIPAA and 42 CFR Part 2.
  - 3.1.10.2. Determining referrals based on the service plan developed in Paragraph 3.1.8.
  - 3.1.10.3. Assisting clients with obtaining services with the provider agency, as appropriate.
  - 3.1.10.4. Contacting the provider agency on behalf of the client, as appropriate.
  - 3.1.10.5. Assisting clients with meeting the financial requirements for accessing services including, but not limited to:
    - 3.1.10.5.1. Identifying sources of financial assistance for accessing services and supports.



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3.1.10.5.2. Providing assistance with accessing financial assistance including, but not limited to:

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

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

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

3.1.10.5.3. When no other payer is available, assisting clients with accessing services by maintaining a flexible needs fund specific to the Doorway region that supports clients who meet the eligibility criteria for assistance under a Department-approved Flexible Needs Fund Policy with their financial needs, which may include, but are not limited to:

3.1.10.5.3.1. Transportation for eligible clients to and from recovery-related medical appointments, treatment programs, and other locations;

3.1.10.5.3.2. Childcare to permit an eligible client who is a parent or caregiver to attend recovery-related medical appointments, treatment programs, and other appointments;

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

3.1.10.5.3.4. Provision of light snacks not to exceed three dollars (\$3.00) per eligible client;

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



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3.1.10.5.3.6. Other uses preapproved in writing by the Department.

3.1.10.5.4. Assisting individuals in need of respite shelter resources while awaiting treatment and recovery services using available resources consistent with the Department's guidance. The Contractor shall:

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

3.1.10.5.4.1.1. A Doorway client;

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

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

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

3.1.11.1. Ongoing assessment of the clinical evaluation in Paragraph 3.1.8. for individuals to ensure the appropriate levels of care and supports identified are appropriate and revising the levels of care based on response to receiving interim services and supports.

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

3.1.11.3. Supporting clients with meeting the admission, entrance, and intake requirements of the provider agency.

3.1.11.4. Ongoing follow-up and support of clients engaged in services in collaboration or consultation with the client's external service



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provider(s) until a discharge Government Performance and Results Act (GPRA) interview is completed. The Contractor shall ensure follow-up and support includes, but is not limited to:

3.1.11.4.1. Attempting to contact each client at a minimum, once per week until the discharge GPRA interview is completed, according to the following guidelines:

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

3.1.11.4.1.2. If the attempt in Unit 3.1.12.4.1. is not successful, attempt a second contact, as necessary, by telephone, in person or by an alternative method approved by the Department at such a time when the client would normally be available no sooner than two (2) business days and no later than three (3) business days after the first attempt.

3.1.11.4.1.3. If the attempt in Subunit 3.1.12.4.1.2. is not successful, attempt a third contact, as necessary, by telephone, in person or by an alternative method approved by the Department at such a time when the client would normally be available, no sooner than two (2) business days and no later than three (3) business days after the second attempt.

3.1.11.4.1.4. Documenting all efforts of contact in a manner approved by the Department.

3.1.11.5. When the follow-up in Subparagraph 3.1.12.4. results in a determination that the individual is at risk of self-harm, the Contractor shall proceed in alignment with best practices for the prevention of suicide.



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- 3.1.11.6. When possible, client contact and outreach shall be conducted in coordination and consultation with the client's external service provider to ensure continuous communication and collaboration between the Doorway and service provider.
- 3.1.11.7. Each successful contact shall include, but not be limited to:
  - 3.1.11.7.1.1. Inquiring on the status of each client's recovery and experience with their external service provider.
  - 3.1.11.7.1.2. Identifying client needs.
  - 3.1.11.7.1.3. Assisting the client with addressing needs, as identified in Part 3.1.11.5.3.
  - 3.1.11.7.1.4. Providing early intervention to clients who have relapsed or whose recovery is at risk.
- 3.1.11.8. Collecting and documenting attempts to collect client-level data at multiple intervals including, but not limited to ensuring the GPRA Interview tool is completed and entered into the SAMHSA's Performance Accountability and Reporting System (SPARS), at a minimum:
  - 3.1.11.8.1. At intake or no later than seven (7) calendar days after the GPRA interview is conducted.
  - 3.1.11.8.2. Six (6) months post intake into Doorway services.
  - 3.1.11.8.3. Upon discharge from the initially referred service.
- 3.1.11.9. Documenting any loss of contact in the SPARS system using the appropriate process and protocols as defined by SAMHSA through technical assistance provided under the SOR grant.
- 3.1.11.10. Ensuring contingency management strategies are utilized to increase client engagement in follow-up GPRA interviews, which may include, but are not limited to gift cards provided to clients for follow-up participation at each follow-up interview, which shall not exceed thirty dollars (\$30) in value, ensuring payments are not used to incentivize participation in treatment.
- 3.1.11.11. Assisting individuals who are unable to secure financial resources, with enrollment in public or private insurance programs including but not limited to New Hampshire Medicaid, Medicare,



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and or waiver programs within fourteen (14) calendar days after intake.

- 3.1.11.12. Providing Naloxone purchase, distribution, information, and training to individuals and organizations who meet the eligibility criteria for receiving kits under the Department's Naloxone Distribution Policy.
- 3.2. The Contractor shall obtain consent forms from all clients served, either in-person, telehealth or other electronic means, to ensure compliance with all applicable state and federal confidentiality laws.
- 3.3. The Contractor shall provide services in accordance with:
  - 3.3.1. The twelve (12) Core Functions of the Alcohol and Other Drug Counselor.
  - 3.3.2. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice.
  - 3.3.3. The four (4) recovery domains, as described by the International Credentialing and Reciprocity Consortium.
  - 3.3.4. TIP 27: Comprehensive Case Management for Substance Abuse Treatment.
- 3.4. The Contractor shall have policies and procedures that allow them to accept referrals and evaluations from SUD treatment and other service providers that include the utilization of the closed loop referral system procured by the Department.
- 3.5. The Contractor shall provide information to all individuals seeking services on how to file a grievance in the event of dissatisfaction with services provided. The Contractor shall ensure each individual seeking services receives information on:
  - 3.5.1. The steps to filing an informal complaint with the Contractor, including the specific contact person to whom the complaint should be sent.
  - 3.5.2. The steps to filing an official grievance with the Contractor and the Department with specific instructions on where and to whom the official grievance should be addressed.
- 3.6. The Contractor shall provide written policies and the formalized agreements to the Department for review and approval within twenty (20) business days of the contract effective date and thereafter when new agreements are entered into, policies are adopted, or when information is requested by the Department that include, but not limited to:
  - 3.6.1. Privacy notices and consent forms.
  - 3.6.2. Conflict of interest and financial assistance documentation.

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- 3.6.3. Shelter vouchers.
- 3.6.4. Referrals and evaluation from other providers.
- 3.6.5. Complaints.
- 3.6.6. Grievances.
- 3.6.7. Formalized agreements with community partners and other agencies that include, but are not limited to:
  - 3.6.7.1. 2-1-1 NH.
  - 3.6.7.2. Other Doorway partners.
  - 3.6.7.3. Providers and supports available after normal Doorway operating hours.

**4. Subcontracting for the Doorways**

- 4.1. The Doorway shall submit all subcontracts the Doorway proposes to enter into for services funded through this contract to the Department for approval prior to execution.
- 4.2. The Doorway may subcontract, with prior approval of the Department, for support and assistance in providing core Doorway services, which include:
  - 4.2.1. Screening;
  - 4.2.2. Assessment;
  - 4.2.3. Evaluation;
  - 4.2.4. Referral;
  - 4.2.5. Continuous case management;
  - 4.2.6. GPRA data completion; and
  - 4.2.7. Naloxone distribution.
- 4.3. The Doorway shall at all times be responsible for continuous oversight of, and compliance with, all Core Doorway services and shall be the single point of contact with the Department for those Core services.
- 4.4. Any subcontract for support and assistance in providing Core Doorway services shall ensure that the patient experience is consistent across the continuum of Core Doorway services and the subcontracted entities and personnel are at all times acting, in name and in fact, as agents of the Doorway. The Doorway shall consolidate Core Doorway services, to the greatest extent practicable, in a single location.



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- 4.5. The Doorway may collaborate with the Department to identify and obtain the services of an agent to handle the fiscal and administrative processes for payment of flexible needs funds, ensuring all uses of flexible needs funds are approved by the Doorway, in accordance with approved policies.

**5. Staffing**

- 5.1. The Contractor shall ensure staff during regular hours of operation includes, at a minimum:
- 5.1.1. One (1) clinician with the ability to provide clinical evaluations for ASAM level of care placement, in-person or telephonically.
  - 5.1.2. One (1) CRSW with the ability to fulfill recovery support and care coordination functions.
  - 5.1.3. One (1) staff person, who can be a licensed clinician, CRSW, or other non-clinical support staff, capable of aiding specialty populations as outlined in Paragraph 3.1.7.
- 5.2. The Contractor shall ensure sufficient staffing levels appropriate for the services provided and the number of clients served based on available staffing and the budget established for the Doorway.
- 5.3. The Contractor may provide alternative staffing, either temporary or long-term, for Department approval, thirty (30) calendar days before making the change to staffing.
- 5.4. The Contractor shall ensure all unlicensed staff providing treatment, education or recovery support services are directly supervised by a licensed supervisor.
- 5.5. The Contractor shall ensure no licensed supervisor supervises more than twelve (12) unlicensed staff unless the Department has approved an alternative supervision plan.
- 5.6. The Contractor shall ensure peer clinical supervision is provided for all clinicians including, but not limited to:
- 5.6.1. Weekly discussion of cases with suggestions for resources or alternative approaches.
  - 5.6.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision.
- 5.7. The Contractor shall ensure staff meet all training requirements, which may be satisfied through existing licensure requirements and/or Department-approved alternative training curriculums or certifications and include, but are not limited to:
- 5.7.1. For all clinical staff:



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- 5.7.1.1. Suicide prevention and early warning signs.
- 5.7.1.2. The 12 Core Functions of the Alcohol and Other Drug Counselor.
- 5.7.1.3. The standards of practice and ethical conduct, with particular emphasis given to the individual's role and appropriate responsibilities, professional boundaries, and power dynamics.
- 5.7.1.4. An approved course on the twelve (12) core functions and The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice within twelve (12) months of hire.
- 5.7.1.5. A Department-approved ethics course within twelve (12) months of hire.
- 5.7.2. For recovery support staff and other non-clinical staff working directly with clients:
  - 5.7.2.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee.
  - 5.7.2.2. The standards of practice and ethical conduct, with particular emphasis given to the individual's role and appropriate responsibilities, professional boundaries, and power dynamics, and confidentiality safeguards in accordance with HIPAA and 42 CFR Part 2, and state rules and laws.
  - 5.7.2.3. The four (4) recovery domains as described by the International Credentialing and Reciprocity Consortium
  - 5.7.2.4. An approved ethics course within twelve (12) months of hire.
- 5.7.3. Ensuring all recovery support staff and clinical staff receive annual continuous education regarding SUD.
- 5.7.4. Providing in-service training to all staff involved in client care within fifteen (15) business days of the contract effective date, or the staff person's start date, on the following:
  - 5.7.4.1. The contract requirements.
  - 5.7.4.2. All other relevant policies and procedures provided by the Department.
- 5.8. The Contractor shall provide staff, subcontractors, or end users as defined in Exhibit K with periodic training in practices and procedures to ensure compliance with information



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security, privacy or confidentiality in accordance with state administrative rules and state and federal laws.

**5.9. The Contractor shall notify the Department in writing:**

5.9.1. Within one (1) week of hire of a new administrator, coordinator or any staff person essential to meeting the terms and conditions of this contract.

5.9.2. Within seven (7) calendar days when there is not sufficient staffing to perform all required services for more than one (1) month.

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

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

**6. Records.**

**6.1. The Contractor shall maintain the following records, to be provided to the Department upon request:**

6.1.1. Books, records, documents and other electronic or physical data evident of all expenses incurred, and all income received by the Contractor related to Exhibit A, Scope of Services.

6.1.2. All records shall be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all costs and expenses, and are acceptable to the Department, 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.

6.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, 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.

6.1.4. Medical records on each patient/recipient of services.



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**7. Health Insurance Portability and Accountability Act and Confidentiality:**

- 7.1. The Contractor is a covered entity as defined under the Health Insurance Portability and Accountability Act (HIPAA), 45 CFR 160, 162 and 164, and shall comply with all confidentiality requirements and safeguards set forth in state and federal law and rules. The Contractor is also a SUD provider as defined under 42 CFR Part 2 and shall safeguard confidential information as required. The Contractor shall ensure compliance with all consent and notice requirements prohibiting the redisclosure of confidential information in accordance with 42 CFR Part 2.
- 7.2. All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the disclosure of any protected health information shall be in accordance with the regulatory provisions of HIPAA, 42 CFR Part 2, and applicable state and federal laws and rules. Further, the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, their attorney or guardian. Notwithstanding anything to the contrary contained herein, the covenants and conditions contained in this Section 7. of Exhibit A, Scope of Services shall survive the termination of the Contract for any reason whatsoever.

**8. Reporting Requirements.**

- 8.1. The Contractor shall comply with all aspects of the Department of Health and Human Services Bureau of Quality Assurance and Improvement Sentinel Event Reporting and Review Policy PO.1003 (referred to as PO. 1003), effective April 24, 2019, and any subsequent versions and/or amendments.
- 8.2. The Contractor shall report to the Department of Health and Human Services Bureau of Drug and Alcohol Services within twenty-four (24) hours and follow up with written documentation submitted to the Bureau of Quality Assurance and Improvement within seventy-two (72) hours, as specified in PO.1003, any sentinel event that occurs with any individual who is receiving services under this contract. This does not replace the responsibility of the Contractor's responsibility to notify the appropriate authority if the Contractor suspects a crime has occurred.



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- 8.3. The Contractor shall provide any information requested by the Department as follow up to a sentinel event report, or to complete a sentinel event review, with or without involvement in a requested sentinel event review.
- 8.4. The Contractor shall submit monthly activity reports on templates provided by the Department with data elements that include, but may not be limited to:
- 8.4.1. Call counts.
  - 8.4.2. Counts of clients seen, separately identifying new clients and clients who revisit the Doorway after being administratively discharged.
  - 8.4.3. Reason types.
  - 8.4.4. Count of clinical evaluations.
  - 8.4.5. Count of referrals made and type.
  - 8.4.6. Naloxone distribution.
  - 8.4.7. Referral statuses.
  - 8.4.8. Recovery monitoring contacts.
  - 8.4.9. Service wait times, flex fund utilization.
  - 8.4.10. Respite shelter utilization.
- 8.5. The Contractor shall submit reports on naloxone kits distributed, utilizing a template provided by the Department.
- 8.6. The Contractor shall report on required data points specific to this SOR grant as identified by SAMHSA over the grant period.
- 8.7. The Contractor shall be required to prepare and submit ad hoc data reports, respond to periodic surveys, and other data collection requests as deemed necessary by the Department or SAMHSA.

**9. Performance Measures**

- 9.1. The Department seeks to actively and regularly collaborate with providers to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- 9.2. The Department may collect other key data and metrics from Contractor(s), including client-level demographic, performance, and service data.
- 9.3. The Department may identify expectations for active and regular collaboration, including key performance measures, in the resulting contract. Where applicable, Contractor(s)



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must collect and share data with the Department in a format specified by the Department.

**10. Contract Management**

10.1. The Contractor shall participate in periodic meetings with the Department to review the operational status of the Doorway, for the duration of the contract.

10.2. The Contractor shall participate in operational site reviews on a schedule provided by the Department. All contract deliverables, programs, and activities shall be subject to review during this time. The Contractor shall:

10.2.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements.

10.2.2. Ensure the Department is provided with access that includes but is not limited to:

10.2.2.1. Data.

10.2.2.2. Financial records.

10.2.2.3. Scheduled access to Contractor work sites, locations, work spaces and associated facilities.

10.2.2.4. Unannounced access to Contractor work sites, locations, work spaces and associated facilities.

10.2.2.5. Scheduled access to Contractor principals and staff.

10.3. The Contractor shall provide a Doorway information sheet and work plan regarding the Doorway's operations to the Department, annually, for review in the format prescribed by the Department.

**11. SOR Grant Standards**

11.1. The Contractor shall provide the Department with a budget narrative within thirty (30) days of the contract effective date.

11.2. The Contractor shall meet with the Department within sixty (60) days of the contract effective date to review the proposed plan for contract implementation.

11.3. The Contractor and/or referred providers shall ensure that only Food and Drug Administration approved MAT for OUD is utilized.

11.4. The Contractor and referred providers shall only provide medical withdrawal management services to any individual supported by SOR Grant Funds if the withdrawal



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management service is accompanied by the use of injectable extended-release naltrexone, as clinically appropriate.

- 11.5. The Contractor and referred providers shall ensure that all uses of flexible needs funds and respite shelter funds are in compliance with the Department and SAMHSA requirements, which includes, but is not limited to ensuring recovery housing facilities utilized by clients are certified based on national standards aligned with the National Alliance for Recovery Residences standards and registered with the State of New Hampshire, Bureau of Drug and Alcohol Services in accordance with current NH Administrative Rules.
- 11.6. The Contractor and referred providers shall ensure staff who are trained in Presumptive Eligibility for Medicaid are available to assist clients with enrolling in public or private health insurance.
- 11.7. The Contractor and referred providers shall accept clients on MAT and facilitate access to MAT on-site or through referral for all clients supported with SOR Grant funds, as clinically appropriate.
- 11.8. The Contractor and referred providers shall coordinate with the NH Ryan White HIV/AIDS program for clients identified as at risk of, or with, HIV/AIDS.
- 11.9. The Contractor and referred providers shall ensure that all clients are regularly screened for tobacco use, treatment needs and referral to the QuitLine as part of treatment planning.
- 11.10. The Contractor shall collaborate with the Department to ensure compliance with all appropriate Department, State of NH, SAMHSA, and other Federal terms, conditions, and requirements.
- 11.11. The Contractor shall attest the understanding that SOR grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. The Contractor agrees that:
  - 11.11.1. Treatment in this context includes the treatment of opioid use disorder (OUD).
  - 11.11.2. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders.
  - 11.11.3. This marijuana restriction applies to all subcontracts and MOUs that receive SOR funding.
  - 11.11.4. Attestations will be provided to the Contractor by the Department.



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- 11.11.5. The Contractor shall complete and submit all attestations to the Department within thirty (30) days of contract approval.
- 11.12. The Contractor shall refer to Exhibit B for grant terms and conditions including, but not limited to:
- 11.12.1. Invoicing.
  - 11.12.2. Funding restrictions.
  - 11.12.3. Billing.

**12. Data Management Requirements**

- 12.1. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements, which is attached hereto and incorporated by reference herein.

**13. Termination Report/Transition Plan**

- 13.1. In the event of early termination of the Agreement, the Contractor shall, within fifteen (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.
- 13.2. 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.
- 13.3. 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.
- 13.4. 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.
- 13.5. 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



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transcripts. 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.

**14. Credits and Copyright Ownership**

- 14.1. 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, "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."
- 14.2. All materials produced or purchased under the contract shall have prior approval from the Department before printing, production, distribution or use. The Department 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. The Contractor shall not reproduce any materials produced under the contract without prior written approval from the Department.

**15. Operation of Facilities: Compliance with Laws and Regulations**

- 15.1. 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.

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**EXHIBIT A – Amendment #3**

**16. Equal Employment Opportunity Plan (EEOP)**

- 16.1. 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. Equipment Purchases**

- 17.1. The Contractor shall submit to the Department's Contract Unit a list of the purchased office equipment (with funding from this Contract). The list shall include office equipment such as, but not limited to, laptop computers, printers/scanners, and phones with the make, model, and serial number of each piece of office equipment.
- 17.2. The Contractor shall return said office equipment in Subsection 17.1. to the Department's Contract Unit within thirty (30) days from the completion date of the Contract.

**18. Compliance with Federal and State Laws**

- 18.1. 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.
- 18.2. Time and Manner of Determination.
- 18.2.1. 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.
- 18.3. Documentation
- 18.3.1. 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



**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**



**EXHIBIT A – Amendment #3**

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Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

**18.4. Fair Hearings**

- 18.4.1. 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.



**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**



**EXHIBIT B Amendment #3**

**Methods and Conditions Precedent to Payment**

1. This Agreement is funded as follows:
  - 1.1. 97.28% Federal funds from the State Opioid Response Grant, as awarded on 09/30/2018, by the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, CFDA #93.788, FAIN H79TI081685, and as awarded on 09/30/2020, by the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, CFDA #93.788, FAIN H79TI083326.
  - 1.2. 2.72% Other Funds from Governor's Commission on Alcohol and Other Drug Abuse Prevention, Intervention and Treatment Funds. .
2. Governor Commission Funds
  - 2.1. The Contractor shall utilize funds in Exhibit B-5 Amendment #3 GovComm and Exhibit B-7 Amendment #3 GovComm for the purpose of providing services and supports to clients whose needs to not make them eligible to receive SOR-funded services and supports.
  - 2.2. The Contractor shall collaborate with the Department to determine appropriate services and supports along with developing and submitting reports and invoices that are separate from reports and invoices submitted for SOR grant funds.
3. For the purposes of this Agreement:
  - 3.1. The Department has identified the Contractor as a Contractor, in accordance with 2 CFR 200.330.
  - 3.2. The Department has identified this Contract as NON-R&D, in accordance with 2 CFR §200.87.
  - 3.3. The de minimis Indirect Cost Rate of 10% applies in accordance with 2 CFR §200.414.
4. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibit B-1, Budget Sheet, Overnight and Weekend Clinical Telephone Services through Exhibit B-11 Amendment #4 GovComm.
5. The Contractor shall seek payment for services, as follows:
  - 5.1. First, the Contractor shall charge the client's private insurance or or payor sources.
  - 5.2. Second, the Contractor shall charge Medicare.
  - 5.3. Third, the Contractor shall charge Medicaid enrolled individuals, as follows:
    - 5.3.1. Medicaid Care Management: If enrolled with a Managed Care Organization (MCO), the Contractor shall be paid in accordance with its contract with the MCO.



**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**



**EXHIBIT B Amendment #3**

- 5.3.2. Medicaid Fee for Service: The Contractor shall bill Medicaid for services on the Fee for Service (FFS) schedule.
- 5.4. Fourth, the Contractor shall charge the client in accordance with the Sliding Fee Scale Program.
- 5.5. Lastly, if any portion of the amount specified in the Sliding Fee Scale remains unpaid, charge the Department for the unpaid balance.
6. The Contractor shall submit an invoice in a form satisfactory to the State by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment. Invoices shall be net any other revenue received towards the services billed in fulfillment of this agreement. The Contractor shall ensure:
- 6.1. Backup documentation includes, but is not limited to:
- 6.1.1. General Ledger showing revenue and expenses for the contract.
- 6.1.2. Timesheets and/or time cards that support the hours employees worked for wages reported under this contract.
- 6.1.2.1. Per 45 CFR Part 75.430(i)(1) Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed.
- 6.1.2.2. Attestation and time tracking templates, which are available to the Department upon request.
- 6.1.3. Invoices supporting expenses reported, including but not limited to:
- 6.1.3.1. Unallowable expenses that include, but are not limited to:
- 6.1.3.1.1. Amounts belonging to other programs.
- 6.1.3.1.2. Amounts prior to effective date of contract.
- 6.1.3.1.3. Construction or renovation expenses.
- 6.1.3.1.4. Food or water for employees.
- 6.1.3.1.5. Directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana.
- 6.1.3.1.6. Fines, fees, or penalties.
- 6.1.3.1.7. Per SAMSHA requirements, meals are generally unallowable unless they are an integral part of a conference



**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**



**EXHIBIT B Amendment #3**

grant or specifically stated as an allowable expense in the FOA. Grant funds may be used for light snacks, not to exceed three dollars (\$3.00) per person for clients.

6.1.3.1.8. Cell phones and cell phone minutes for clients.

6.1.4. Receipts for expenses within the applicable state fiscal year.

6.1.5. Cost center reports.

6.1.6. Profit and loss report.

6.1.7. Remittance Advices from the insurances billed. Remittance Advices do not need to be supplied with the invoice, but should be retained to be available upon request.

6.1.8. Information requested by the Department verifying allocation or offset based on third party revenue received.

6.1.9. Summaries of patient services revenue and operating revenue and other financial information as requested by the Department.

7. The Contractor is responsible for reviewing, understanding, and complying with further restrictions included in the Funding Opportunity Announcement (FOA).

8. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to melissa.girard@dohhs.nh.gov, or invoices may be mailed to:

SOR Financial Manager  
Department of Health and Human Services  
105 Pleasant Street  
Concord, NH 03301

9. The Contractor agrees that billing submitted for review after twenty (20) business days of the last day of the billing month may be subject to non-payment.

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

11. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

12. The Contractor must provide the services in Exhibit A, Amendment #3, Scope of Services, in compliance with funding requirements.

13. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit A, Amendment #3, Scope of Services, including failure to submit required monthly and/or quarterly reports.



**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**



**EXHIBIT B Amendment #3**

14. Notwithstanding Paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

**15. Audits**

15.1. The Contractor is required to submit an annual audit to the Department if any of the following conditions exist:

15.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

15.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.

15.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

15.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

15.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

15.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.

15.5. 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.



## Exhibit B-4 Amendment #3 NCE

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

Contractor Name: Wentworth-Douglass Hospital

Budget Request for: Access and Delivery Hub for Opioid Use Disorder Services  
SS-2019-BDAS-05-ACCES-08

Budget Period: 8/1/21 09/30/29-12/31/29 (NCE)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 122,520	\$ 12,252	\$ 134,772	\$ -	\$ -	\$ -	\$ 122,520	\$ 12,252	\$ 134,772
2. Employee Benefits	\$ 36,753	\$ 3,675	\$ 40,428	\$ -	\$ -	\$ -	\$ 36,753	\$ 3,675	\$ 40,428
3. Consultants	\$ 300	\$ 30	\$ 330	\$ -	\$ -	\$ -	\$ 300	\$ 30	\$ 330
4. Equipment	\$ 6,000	\$ 600	\$ 6,600	\$ -	\$ -	\$ -	\$ 6,000	\$ 600	\$ 6,600
5. Supplies	\$ 1,600	\$ 160	\$ 1,760	\$ -	\$ -	\$ -	\$ 1,600	\$ 160	\$ 1,760
6. Travel	\$ 500	\$ 50	\$ 550	\$ -	\$ -	\$ -	\$ 500	\$ 50	\$ 550
7. Occupancy	\$ 300	\$ 30	\$ 330	\$ -	\$ -	\$ -	\$ 300	\$ 30	\$ 330
8. Current Expenses	\$ 100	\$ 10	\$ 110	\$ -	\$ -	\$ -	\$ 100	\$ 10	\$ 110
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 50	\$ 5	\$ 55	\$ -	\$ -	\$ -	\$ 50	\$ 5	\$ 55
11. Staff Education and Training	\$ 1,000	\$ 100	\$ 1,100	\$ -	\$ -	\$ -	\$ 1,000	\$ 100	\$ 1,100
12. Subcontract/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Helps one	\$ 78,495	\$ 7,850	\$ 86,345	\$ -	\$ -	\$ -	\$ 78,495	\$ 7,850	\$ 86,345
Fees Funds	\$ 9,000	\$ 900	\$ 9,900	\$ -	\$ -	\$ -	\$ 9,000	\$ 900	\$ 9,900
Shelter/Respite Vouchers Funds	\$ 15,200	\$ 1,520	\$ 16,720	\$ -	\$ -	\$ -	\$ 15,200	\$ 1,520	\$ 16,720
<b>TOTAL</b>	\$ 271,818	\$ 27,182	\$ 299,000	\$ -	\$ -	\$ -	\$ 271,818	\$ 27,182	\$ 299,000

Indirect As A Percent of Direct 10.0%



## Exhibit B-5 Amendment #3 GovComm

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

Contractor Name: Wentworth-Douglass Hospital

Budget Request for: Access and Delivery Hub for Opioid Use Disorder Services  
SS-2019-BDAS-05-ACCES-08

Budget Period: SFY21 09/30/20-06/30/21 (GovComm)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 1,000	\$ 100	\$ 1,100	\$ -	\$ -	\$ -	\$ 1,000	\$ 100	\$ 1,100
2. Employee Benefits	\$ 300	\$ 30	\$ 330	\$ -	\$ -	\$ -	\$ 300	\$ 30	\$ 330
3. Consultants	\$ 100	\$ 10	\$ 110	\$ -	\$ -	\$ -	\$ 100	\$ 10	\$ 110
4. Equipment	\$ 100	\$ 10	\$ 110	\$ -	\$ -	\$ -	\$ 100	\$ 10	\$ 110
5. Supplies	\$ 100	\$ 10	\$ 110	\$ -	\$ -	\$ -	\$ 100	\$ 10	\$ 110
6. Travel	\$ 100	\$ 10	\$ 110	\$ -	\$ -	\$ -	\$ 100	\$ 10	\$ 110
7. Occupancy	\$ 100	\$ 10	\$ 110	\$ -	\$ -	\$ -	\$ 100	\$ 10	\$ 110
8. Current Expenses	\$ 100	\$ 10	\$ 110	\$ -	\$ -	\$ -	\$ 100	\$ 10	\$ 110
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 100	\$ 10	\$ 110	\$ -	\$ -	\$ -	\$ 100	\$ 10	\$ 110
11. Staff Education and Training	\$ 100	\$ 10	\$ 110	\$ -	\$ -	\$ -	\$ 100	\$ 10	\$ 110
12. Subcontracts/Agreements	\$ 100	\$ 10	\$ 110	\$ -	\$ -	\$ -	\$ 100	\$ 10	\$ 110
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Nettozone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Flex Funds	\$ 65,000	\$ 6,500	\$ 71,500	\$ -	\$ -	\$ -	\$ 65,000	\$ 6,500	\$ 71,500
Shelter/Respite Vouchers Funds	\$ 61,574	\$ 6,157	\$ 67,731	\$ -	\$ -	\$ -	\$ 61,574	\$ 6,157	\$ 67,731
<b>TOTAL</b>	<b>\$ 128,774</b>	<b>\$ 12,877</b>	<b>\$ 141,651</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 128,774</b>	<b>\$ 12,877</b>	<b>\$ 141,651</b>
Indirect As A Percent of Direct 10.0%									



## Exhibit B-6 Amendment #3 SOR II

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

Contractor Name: Wentworth-Douglass Hospital

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

SS-2019-BDAS-05-ACCES-08

Budget Period: SFY21 01/01/21-04/30/21 (SORII)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 275,571	\$ 27,557	\$ 303,128	\$ -	\$ -	\$ -	\$ 275,571	\$ 27,557	\$ 303,128
2. Employee Benefits	\$ 82,672	\$ 8,267	\$ 90,939	\$ -	\$ -	\$ -	\$ 82,672	\$ 8,267	\$ 90,939
3. Consultants	\$ 1,000	\$ 100	\$ 1,100	\$ -	\$ -	\$ -	\$ 1,000	\$ 100	\$ 1,100
4. Equipment	\$ 3,000	\$ 300	\$ 3,300	\$ -	\$ -	\$ -	\$ 3,000	\$ 300	\$ 3,300
5. Supplies	\$ 5,000	\$ 500	\$ 5,500	\$ -	\$ -	\$ -	\$ 5,000	\$ 500	\$ 5,500
6. Travel	\$ 750	\$ 75	\$ 825	\$ -	\$ -	\$ -	\$ 750	\$ 75	\$ 825
7. Occupancy	\$ 1,000	\$ 100	\$ 1,100	\$ -	\$ -	\$ -	\$ 1,000	\$ 100	\$ 1,100
8. Current Expenses	\$ 700	\$ 70	\$ 770	\$ -	\$ -	\$ -	\$ 700	\$ 70	\$ 770
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 100	\$ 10	\$ 110	\$ -	\$ -	\$ -	\$ 100	\$ 10	\$ 110
11. Staff Education and Training	\$ 2,216	\$ 222	\$ 2,438	\$ -	\$ -	\$ -	\$ 2,216	\$ 222	\$ 2,438
12. Subcontractor/Agreements	\$ 1,000	\$ 100	\$ 1,100	\$ -	\$ -	\$ -	\$ 1,000	\$ 100	\$ 1,100
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Materials	\$ 200,000	\$ 20,000	\$ 220,000	\$ -	\$ -	\$ -	\$ 200,000	\$ 20,000	\$ 220,000
Flex Funds	\$ 18,000	\$ 1,800	\$ 19,800	\$ -	\$ -	\$ -	\$ 18,000	\$ 1,800	\$ 19,800
Shelter/Respite Vouchers Funds	\$ 38,000	\$ 3,800	\$ 41,800	\$ -	\$ -	\$ -	\$ 38,000	\$ 3,800	\$ 41,800
TOTAL	\$ 628,509	\$ 62,851	\$ 691,360	\$ -	\$ -	\$ -	\$ 628,509	\$ 62,851	\$ 691,360

Indirect As A Percent of Direct

10.0%



## Exhibit B-7 Amendment #3 GovComm

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

Contractor Name: Wentworth-Douglass Hospital

Budget Request for: Access and Delivery Hub for Opioid Use Disorder Services  
SS-2019-BDAS-05-ACCES-08

Budget Period: SFY22 8/28/21-09/28/21 (GovComm)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 1,000	\$ 100	\$ 1,100	\$ -	\$ -	\$ -	\$ 1,000	\$ 100	\$ 1,100
2. Employee Benefits	\$ 300	\$ 30	\$ 330	\$ -	\$ -	\$ -	\$ 300	\$ 30	\$ 330
3. Consultants	\$ 100	\$ 10	\$ 110	\$ -	\$ -	\$ -	\$ 100	\$ 10	\$ 110
4. Equipment	\$ 100	\$ 10	\$ 110	\$ -	\$ -	\$ -	\$ 100	\$ 10	\$ 110
5. Supplies	\$ 100	\$ 10	\$ 110	\$ -	\$ -	\$ -	\$ 100	\$ 10	\$ 110
6. Travel	\$ 100	\$ 10	\$ 110	\$ -	\$ -	\$ -	\$ 100	\$ 10	\$ 110
7. Occupancy	\$ 100	\$ 10	\$ 110	\$ -	\$ -	\$ -	\$ 100	\$ 10	\$ 110
8. Current Expenses	\$ 100	\$ 10	\$ 110	\$ -	\$ -	\$ -	\$ 100	\$ 10	\$ 110
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 100	\$ 10	\$ 110	\$ -	\$ -	\$ -	\$ 100	\$ 10	\$ 110
11. Staff Education and Training	\$ 100	\$ 10	\$ 110	\$ -	\$ -	\$ -	\$ 100	\$ 10	\$ 110
12. Subcontracts/Agreements	\$ 100	\$ 10	\$ 110	\$ -	\$ -	\$ -	\$ 100	\$ 10	\$ 110
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Indirects	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Flex Funds	\$ 20,000	\$ 2,000	\$ 22,000	\$ -	\$ -	\$ -	\$ 20,000	\$ 2,000	\$ 22,000
Shelter/Respite Vouchers Funds	\$ 20,725	\$ 2,073	\$ 22,798	\$ -	\$ -	\$ -	\$ 20,725	\$ 2,073	\$ 22,798
<b>TOTAL</b>	<b>\$ 42,925</b>	<b>\$ 4,293</b>	<b>\$ 47,218</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 42,925</b>	<b>\$ 4,293</b>	<b>\$ 47,218</b>
Indirect As A Percent of Direct			10.0%						



## Exhibit B-8 Amendment #3 SOR II

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

Contractor Name: Wentworth-Douglass Hospital

Budget Request for: Access and Delivery Hub for Optimal Use Disorder Services  
SS-7019-BDAS-05-ACCES-08

Budget Period: SFY22 07/01/21-06/30/21 (S0R02)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 140,788	\$ 14,079	\$ 154,865	\$ -	\$ -	\$ -	\$ 140,788	\$ 14,079	\$ 154,865
2. Employee Benefits	\$ 42,238	\$ 4,224	\$ 46,458	\$ -	\$ -	\$ -	\$ 42,238	\$ 4,224	\$ 46,458
3. Consultants	\$ 1,000	\$ 100	\$ 1,100	\$ -	\$ -	\$ -	\$ 1,000	\$ 100	\$ 1,100
4. Equipment	\$ 4,000	\$ 400	\$ 4,400	\$ -	\$ -	\$ -	\$ 4,000	\$ 400	\$ 4,400
5. Supplies	\$ 2,500	\$ 250	\$ 2,750	\$ -	\$ -	\$ -	\$ 2,500	\$ 250	\$ 2,750
6. Travel	\$ 800	\$ 80	\$ 880	\$ -	\$ -	\$ -	\$ 800	\$ 80	\$ 880
7. Occupancy	\$ 1,000	\$ 100	\$ 1,100	\$ -	\$ -	\$ -	\$ 1,000	\$ 100	\$ 1,100
8. Current Expenses	\$ 400	\$ 40	\$ 440	\$ -	\$ -	\$ -	\$ 400	\$ 40	\$ 440
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 133	\$ 13	\$ 146	\$ -	\$ -	\$ -	\$ 133	\$ 13	\$ 146
11. Staff Education and Training	\$ 800	\$ 80	\$ 880	\$ -	\$ -	\$ -	\$ 800	\$ 80	\$ 880
12. Subcontract/Agreements	\$ 1,000	\$ 100	\$ 1,100	\$ -	\$ -	\$ -	\$ 1,000	\$ 100	\$ 1,100
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Notations	\$ 80,000	\$ 8,000	\$ 88,000	\$ -	\$ -	\$ -	\$ 80,000	\$ 8,000	\$ 88,000
Flex Funds	\$ 10,000	\$ 1,000	\$ 11,000	\$ -	\$ -	\$ -	\$ 10,000	\$ 1,000	\$ 11,000
Shelter/Respite Vouchers Funds	\$ 19,800	\$ 1,980	\$ 21,780	\$ -	\$ -	\$ -	\$ 19,800	\$ 1,980	\$ 21,780
<b>TOTAL</b>	<b>\$ 314,253</b>	<b>\$ 31,425</b>	<b>\$ 345,678</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 314,253</b>	<b>\$ 31,425</b>	<b>\$ 345,678</b>
Indirect As A Percent of Direct 10.0%									





Lori A. Shibley  
Commissioner

Katja S. Fox  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION FOR BEHAVIORAL HEALTH

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

June 2, 2020

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

**REQUESTED ACTION**

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

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

Vendor Name	Vendor Code	Area Served	Current Amount	Increase/ (Decrease)	New Amount	G&C Approval
Androscoggin Valley Hospital, Inc., Berlin, NH	TBD	Berlin	\$1,670,051	\$0	\$1,670,051	O: 10/31/18 Item #17A A1: 8/28/19 (Item #10)
Concord Hospital, Inc., Concord, NH	177653-B003	Concord	\$2,272,793	\$0	\$2,272,793	O: 10/31/18 Item #17A A1: 8/28/19 (Item #10)
Granite Pathways, Concord, NH	228900-B001	N/A	\$6,895,879	\$0	\$6,895,879	O: 10/31/18 (Item #17A) A1: 9/18/19, (Item #20)
Littleton Regional Hospital, Littleton, NH	TBD	Littleton	\$1,713,805	\$0	\$1,713,805	O: 10/31/18 (Item #17A) A1: 9/18/19, (Item #20)
LRGHealthcare, Laconia, NH	TBD	Laconia	\$1,987,873	\$0	\$1,987,873	O: 10/31/18 (Item #17A) A1: 9/18/19, (Item #20)



His Excellency, Governor Christopher T. Sununu  
and the Honorable Council.  
Page 2 of 3

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

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

See attached fiscal details

#### EXPLANATION

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

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



His Excellency, Governor Christopher T. Sununu  
and the Honorable Council

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

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

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

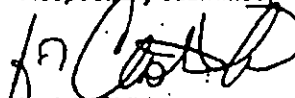
- Monthly de-identified, aggregate data reports
- Weekly and biweekly Doorway program calls
- Monthly Community of Practice meetings
- Regular review and monitoring of Government Performance and Results Act (GPRA) interviews and follow-ups through the Web Information Technology System (WITS) database.

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

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

Area served: Statewide

Respectfully submitted,

  
Lori A. Shabinette  
Commissioner



## Financial Detail

05-95-92-920510-7040 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV OF, BUREAU OF DRUG & ALCOHOL SERVICES, STATE OPIOID RESPONSE GRANT					
100% Federal Funds CFDA #93.788 FAIN T1081885					
Activity Code: 92057040					
Androscoggin Valley					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	\$ 821,133.00	\$ (201,283.00)	\$ 619,850.00
2020	Contracts for Prog Svs	102-500731	\$ 848,918.00		\$ 848,918.00
2021	Contracts for Prog Svs	102-500731		\$ 201,283.00	\$ 201,283.00
Subtotal			\$ 1,670,051.00	\$ -	\$ 1,670,051.00
Concord					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	\$ 947,662.00	\$ (236,916.00)	\$ 710,746.00
2020	Contracts for Prog Svs	102-500731	\$ 1,325,131.00		\$ 1,325,131.00
2021	Contracts for Prog Svs	102-500731		\$ 236,916.00	\$ 236,916.00
Subtotal			\$ 2,272,793.00	\$ -	\$ 2,272,793.00
Cheshire					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	\$ 820,133.00	\$ (205,033.00)	\$ 615,100.00
2020	Contracts for Prog Svs	102-500731	\$ 1,127,557.00		\$ 1,127,557.00
2021	Contracts for Prog Svs	102-500731		\$ 205,033.00	\$ 205,033.00
Subtotal			\$ 1,947,690.00	\$ -	\$ 1,947,690.00
Mary Hitchcock					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	\$ 1,774,205.00	\$ (383,958.00)	\$ 1,390,247.00
2020	Contracts for Prog Svs	102-500731	\$ 2,575,109.00		\$ 2,575,109.00
2021	Contracts for Prog Svs	102-500731		\$ 383,958.00	\$ 383,958.00
Subtotal			\$ 4,349,314.00	\$ -	\$ 4,349,314.00
LRGHealthcare					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	\$ 820,000.00	\$ (205,000.00)	\$ 615,000.00
2020	Contracts for Prog Svs	102-500731	\$ 1,167,673.00		\$ 1,167,673.00
2021	Contracts for Prog Svs	102-500731		\$ 205,000.00	\$ 205,000.00
Subtotal			\$ 1,987,673.00	\$ -	\$ 1,987,673.00



## Financial Detail

Granite Pathways Manchester					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	\$ 1,331,471.00		\$ 1,331,471.00
2020	Contracts for Prog Svs	102-500731	\$ 2,349,699.00		\$ 2,349,699.00
2021	Contracts for Prog Svs	102-500731			\$ -
Subtotal			\$ 3,681,170.00	\$ -	\$ 3,681,170.00
Granite Pathways Nashua					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	\$ 1,348,973.00		\$ 1,348,973.00
2020	Contracts for Prog Svs	102-500731	\$ 1,865,736.00		\$ 1,865,736.00
2021	Contracts for Prog Svs	102-500731			\$ -
Subtotal			\$ 3,214,709.00	\$ -	\$ 3,214,709.00
Provider name here					
Littleton Regional					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	\$ 831,000.00	\$ (203,750.00)	\$ 627,250.00
2020	Contracts for Prog Svs	102-500731	\$ 882,805.00		\$ 882,805.00
2021	Contracts for Prog Svs	102-500731		\$ 203,750.00	\$ 203,750.00
Subtotal			\$ 1,713,805.00	\$ -	\$ 1,713,805.00
Wentworth Douglass					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	\$ 862,700.00	\$ (240,675.00)	\$ 722,025.00
2020	Contracts for Prog Svs	102-500731	\$ 1,806,752.00		\$ 1,806,752.00
2021	Contracts for Prog Svs	102-500731		\$ 240,675.00	\$ 240,675.00
Subtotal			\$ 2,769,452.00	\$ -	\$ 2,769,452.00
Subtotal			\$ 23,606,657.00	\$ -	\$ 23,606,657.00





Jeffrey A. Meyers  
Commissioner

Katja S. Fox  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION FOR BEHAVIORAL HEALTH  
BUREAU OF DRUG AND ALCOHOL SERVICES

105 PLEASANT STREET, CONCORD, NH 03301  
603-271-6110 1-800-852-3345 Ext. 6738  
Fax: 603-271-6105 TDD Access: 1-800-735-2964  
www.dhhs.nh.gov

August 13, 2019

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

**REQUESTED ACTION**

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

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

Vendor Name	Vendor ID	Vendor Address	Current Budget	Increase/ (Decrease)	Updated Budget
<b>Androscoggin Valley Hospital, Inc.</b>	<b>TBD</b>	<b>59 Page Hill Rd. Berlin, NH 03570</b>	<b>\$1,559,611</b>	<b>\$110,440</b>	<b>\$1,670,051</b>
<b>Concord Hospital, Inc.</b>	<b>177653-B003</b>	<b>250 Pleasant St. Concord, NH, 03301</b>	<b>\$1,845,257</b>	<b>\$427,536</b>	<b>\$2,272,793</b>
<b>Granite Pathways</b>	<b>228900-B001</b>	<b>10 Ferry St. Ste. 308, Concord, NH, 03301</b>	<b>\$5,008,703</b>	<b>\$0</b>	<b>\$5,008,703</b>
<b>Littleton Regional Hospital</b>	<b>TBD</b>	<b>600 St. Johnsbury Road, Littleton, NH 03561</b>	<b>\$1,572,101</b>	<b>\$0</b>	<b>\$1,572,101</b>
<b>LRGHealthcare</b>	<b>TBD</b>	<b>80 Highland St. Laconia, NH 03246</b>	<b>\$1,593,000</b>	<b>\$0</b>	<b>\$1,593,000</b>
<b>Mary Hitchcock Memorial Hospital</b>	<b>177651-B001</b>	<b>One Medical Center Drive Lebanon, NH 03756</b>	<b>\$4,043,958</b>	<b>\$0</b>	<b>\$4,043,958</b>
<b>The Cheshire Medical Center</b>	<b>155405-B001</b>	<b>580 Court St. Keene, NH 03431</b>	<b>\$1,593,611</b>	<b>\$0</b>	<b>\$1,593,611</b>
<b>Wentworth-Douglass Hospital</b>	<b>TBD</b>	<b>789 Central Ave. Dover, NH 03820</b>	<b>\$1,890,416</b>	<b>\$0</b>	<b>\$1,890,416</b>
		<b>Total</b>	<b>\$19,106,657</b>	<b>\$537,976</b>	<b>\$19,644,633</b>

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



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

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

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

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

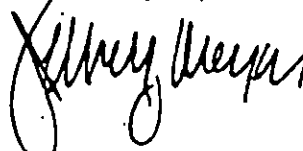
- Monthly de-identified, aggregate data reports
- Weekly and biweekly Doorway program calls
- Monthly Community of Practice meetings
- Regular review and monitoring of Government Performance and Results Act (GPRA) interviews and follow ups through the Web Information Technology System (WITS) database.

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

Area served: Statewide

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

Respectfully submitted,



Jeffrey A. Meyers  
Commissioner



His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
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**05-95-92-920510-7040 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG & ALCOHOL SERVICES, STATE OPIOID RESPONSE GRANT**

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

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

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

**EXPLANATION**

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

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



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Jeffrey A. Meyers  
Commissioner

Katja S. Fox  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION FOR BEHAVIORAL HEALTH  
BUREAU OF DRUG AND ALCOHOL SERVICES

105 PLEASANT STREET, CONCORD, NH 03301  
603-271-6110 1-800-852-3345 Ext 6738  
Fax: 603-271-6105 TDD Access: 1-800-735-1964  
www.dhhs.nh.gov

October 17, 2018

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division for Behavioral Health, Bureau of Drug and Alcohol Services, to enter into sole source agreements with the eight (8) vendors listed below, in an amount not to exceed \$16,606,487, to develop, implement and operationalize a statewide network of Regional Hubs for opioid use disorder treatment and recovery support services, effective upon date of Governor and Council approval, through September 29, 2020. Federal Funds 100%.

Vendor Name	Vendor ID	Vendor Address	Amount
Androscoggin Valley Hospital, Inc.	TBD	59 Page Hill Rd. Berlin, NH 03570	\$1,559,611
Concord Hospital, Inc.	177653-8003	250 Pleasant St. Concord, NH, 03301	\$1,845,257
Granite Pathways	228900-8001	10 Ferry St. Ste. 308, Concord, NH, 03301	\$5,008,703
Littleton Regional Hospital	TBD	600 St. Johnsbury Road Littleton, NH 03561	\$1,572,101
LRGHealthcare	TBD	80 Highland St. Laconia, NH 003246	\$1,593,000
Mary Hitchcock Memorial Hospital	177651-8001	One Medical Center Drive Lebanon, NH 03756	\$1,543,788
The Cheshire Medical Center	155405-8001	580 Court St. Keene, NH 03431	\$1,593,611
Wentworth-Douglass Hospital	TBD	789 Central Ave. Dover, NH 03820	\$1,890,416
Total			\$16,606,487



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

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

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

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

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

### EXPLANATION

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

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



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

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

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

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

Unique to this service redesign is a robust level of client-specific data that will be available. The SOR grant requires that all individual served receive a comprehensive assessment at several time intervals, specifically at intake, three (3) months, six (6) months and upon discharge. Through care coordination efforts, the Regional Hubs will be responsible for gathering data on items including, but not limited to recovery status, criminal justice involvement, employment, and housing needs at the time intervals listed above. This data will enable the Department to measure short and long-term outcomes associated with SOR-funded initiatives and to determine which programs are generating the best results for the clients served.

As referenced in Exhibit C-1 of this contract, the Department has the option to extend contracted services for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

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

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

Area served: Statewide

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



His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
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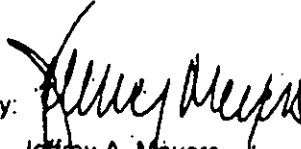
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Katja S. Fox  
Director

Approved by:



Jeffrey A. Meyers  
Commissioner



## Financial Detail

05-95-92-920510-7040 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV OF, BUREAU OF DRUG & ALCOHOL SERVICES, STATE OPIOID RESPONSE GRANT			
100% Federal Funds			
Activity Code: 92057040			
<b>Androscoggin Valley Hospital, Inc</b>			
Vendor # TBD			
State Fiscal Year	Class Title	Class Account	Current Budget
2019	Contracts for Prog Svs	102-500731	\$ 805,133.00
2020	Contracts for Prog Svs	102-500731	\$ 738,478.00
2021	Contracts for Prog Svs	102-500731	\$
Subtotal			\$ 1,643,611.00
<b>Concord Hospital, Inc</b>			
Vendor # 177653-B003			
State Fiscal Year	Class Title	Class Account	Current Budget
2019	Contracts for Prog Svs	102-500731	\$ 947,662.00
2020	Contracts for Prog Svs	102-500731	\$ 897,595.00
2021	Contracts for Prog Svs	102-500731	\$
Subtotal			\$ 1,845,257.00
<b>Granite Pathways</b>			
Vendor # 228900-B001			
State Fiscal Year	Class Title	Class Account	Current Budget
2019	Contracts for Prog Svs	102-500731	\$ 2,380,444.00
2020	Contracts for Prog Svs	102-500731	\$ 2,328,259.00
2021	Contracts for Prog Svs	102-500731	\$
Subtotal			\$ 4,708,703.00
<b>Littleton Regional Hospital</b>			
Vendor # TBD			
State Fiscal Year	Class Title	Class Account	Current Budget
2019	Contracts for Prog Svs	102-500731	\$ 815,000.00
2020	Contracts for Prog Svs	102-500731	\$ 741,101.00
2021	Contracts for Prog Svs	102-500731	\$
Subtotal			\$ 1,556,101.00
<b>LRGHealthcare</b>			
Vendor # TBD			
State Fiscal Year	Class Title	Class Account	Current Budget
2019	Contracts for Prog Svs	102-500731	\$ 820,000.00
2020	Contracts for Prog Svs	102-500731	\$ 773,000.00
2021	Contracts for Prog Svs	102-500731	\$
Subtotal			\$ 1,593,000.00



## Financial Detail

<b>Mary Hitchcock Memorial Hospital</b>			
Vendor # 177651-B001			
<b>State Fiscal Year</b>	<b>Class Title</b>	<b>Class Account</b>	<b>Current Budget</b>
2019	Contracts for Prog Svs	102-500731	\$ 730,632.00
2020	Contracts for Prog Svs	102-500731	\$ 813,156.00
2021	Contracts for Prog Svs	102-500731	\$ -
<b>Subtotal</b>			<b>\$ 1,543,788.00</b>
<b>The Cheshire Medical Center</b>			
Vendor # 155405-B001			
<b>State Fiscal Year</b>	<b>Class Title</b>	<b>Class Account</b>	<b>Current Budget</b>
2019	Contracts for Prog Svs	102-500731	\$ 820,133.00
2020	Contracts for Prog Svs	102-500731	\$ 773,478.00
2021	Contracts for Prog Svs	102-500731	\$ -
<b>Subtotal</b>			<b>\$ 1,593,611.00</b>
<b>Wentworth-Douglas Hospital</b>			
Vendor # 157797			
<b>State Fiscal Year</b>	<b>Class Title</b>	<b>Class Account</b>	<b>Current Budget</b>
2019	Contracts for Prog Svs	102-500731	\$ 982,700.00
2020	Contracts for Prog Svs	102-500731	\$ 927,716.00
2021	Contracts for Prog Svs	102-500731	\$ -
<b>Subtotal</b>			<b>\$ 1,890,416.00</b>
<b>SUB TOTAL</b>			<b>\$ 16,274,487.00</b>

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



## Financial Detail

<b>Granite Pathways</b>			
<b>Vendor # 228900-B001</b>			
<b>State Fiscal Year</b>	<b>Class Title</b>	<b>Class Account</b>	<b>Current Budget</b>
2019	Contracts for Prog Svs	102-500731	\$ 300,000.00
2020	Contracts for Prog Svs	102-500731	\$ -
2021	Contracts for Prog Svs	102-500731	\$ -
<b>Subtotal</b>			<b>\$ 300,000.00</b>
<b>Littleton Regional Hospital</b>			
<b>Vendor # TBD</b>			
<b>State Fiscal Year</b>	<b>Class Title</b>	<b>Class Account</b>	<b>Current Budget</b>
2019	Contracts for Prog Svs	102-500731	\$ 16,000.00
2020	Contracts for Prog Svs	102-500731	\$ -
2021	Contracts for Prog Svs	102-500731	\$ -
<b>Subtotal</b>			<b>\$ 16,000.00</b>
<b>LRGHealthcare</b>			
<b>Vendor # TBD</b>			
<b>State Fiscal Year</b>	<b>Class Title</b>	<b>Class Account</b>	<b>Current Budget</b>
2019	Contracts for Prog Svs	102-500731	\$ -
2020	Contracts for Prog Svs	102-500731	\$ -
2021	Contracts for Prog Svs	102-500731	\$ -
<b>Subtotal</b>			<b>\$ -</b>
<b>Mary Hitchcock Memorial Hospital</b>			
<b>Vendor # 177651-B001</b>			
<b>State Fiscal Year</b>	<b>Class Title</b>	<b>Class Account</b>	<b>Current Budget</b>
2019	Contracts for Prog Svs	102-500731	\$ -
2020	Contracts for Prog Svs	102-500731	\$ -
2021	Contracts for Prog Svs	102-500731	\$ -
<b>Subtotal</b>			<b>\$ -</b>
<b>The Cheshire Medical Center</b>			
<b>Vendor # 155405-B001</b>			
<b>State Fiscal Year</b>	<b>Class Title</b>	<b>Class Account</b>	<b>Current Budget</b>
2019	Contracts for Prog Svs	102-500731	\$ -
2020	Contracts for Prog Svs	102-500731	\$ -
2021	Contracts for Prog Svs	102-500731	\$ -
<b>Subtotal</b>			<b>\$ -</b>
<b>Wentworth-Douglas Hospital</b>			
<b>Vendor # 157797</b>			
<b>State Fiscal Year</b>	<b>Class Title</b>	<b>Class Account</b>	<b>Current Budget</b>
2019	Contracts for Prog Svs	102-500731	\$ -
2020	Contracts for Prog Svs	102-500731	\$ -
2021	Contracts for Prog Svs	102-500731	\$ -
<b>Subtotal</b>			<b>\$ -</b>
<b>SUB TOTAL</b>			<b>\$ 332,000.00</b>
<b>TOTAL</b>			<b>\$ 16,606,487.00</b>



**State of New Hampshire  
Department of Health and Human Services  
Amendment #2**

This Amendment to the Access and Delivery Hub for Opioid Use Disorder Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Catholic Medical Center ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on March 11, 2020 (Item #9A), as amended February 3, 2021, (Item #10), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, and Exhibit A – Amendment #2, Revisions to Standard Contract Provisions, Section 1 – Revisions to Form P-37, Subsection 1.1, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:  
September 29, 2022.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$7,845,834.
3. Modify Exhibit A, by replacing it in its entirety, in order to correct a scrivener's error in numbering, with Exhibit A - Amendment #2 Revisions to Standard Contract Provisions, which is attached hereto and incorporated by reference herein.
4. Modify Exhibit B – Amendment #1, Scope of Services, Section 11, State Opioid Response (SOR) Grant Standards, Subsection 11.1 to read:  
11.1 Reserved
5. Modify Exhibit B – Amendment #1, Scope of Services, Section 11, State Opioid Response (SOR) Grant Standards, Subsection 11.10. to read:
  - 11.11. The Contractor shall ensure that SOR grant funds are not used to purchase, prescribe, or provide marijuana or to provide treatment using marijuana. The Contractor shall ensure:
    - 11.11.1. Treatment in this context includes the treatment of opioid use disorder (OUD).
    - 11.11.2. Grant funds are not provided to any individual who, or organization that, provides or permits marijuana use for the purposes of treating substance use or mental health disorders.
    - 11.11.3. This marijuana restriction applies to all subcontracts and memorandums of understanding (MOU) that receive SOR funding.
6. Modify Exhibit B – Amendment #1, Scope of Services, Section 11, State Opioid Response (SOR) Grant Standards, Subsection 11.12., to read:
  - 11.12. The Contractor shall provide a Fentanyl test strip utilization plan to the Department for approval prior to implementation. The Contractor shall ensure the utilization plan



includes:

11.12.1. Internal policies for the distribution of Fentanyl strips;

11.12.2. Distribution methods and frequency; and

11.12.3. Other key data, as requested by the Department.

7. Modify Exhibit B – Amendment #1, Scope of Services, Section 11, State Opioid Response (SOR) Grant Standards, by adding Subsection 11.13., to read:

11.13. The Contractor shall provide a contingency management plan to the Department for approval prior to implementation of the contingency management plan. The Contractor shall ensure the contingency management plan includes:

11.13.1. Contingency management strategies to reward and incentivize individual treatment compliance;

11.13.2. Identified allowable contingency rewards, as approved by the Department, ensuring:

11.13.2.1. The maximum value per contingency does not exceed \$15; and

11.13.2.2. The maximum number of contingencies per year per individual does not exceed five (5); and

11.13.2.3. The maximum dollar value of all contingencies per individual does not exceed \$75 per year; and

11.13.3. Other key data, as requested by the Department.

8. Modify Exhibit B – Amendment #1, Scope of Services, Section 11, State Opioid Response (SOR) Grant Standards, by adding Subsection 11.14., to read:

11.14. The Contractor shall refer to Exhibit C – Amendment #2 for grant terms and conditions including, but not limited to:

11.14.1. Invoicing.

11.14.2. Funding restrictions.

11.14.3. Billing.

9. Modify Exhibit C, Methods and Conditions Precedent to Payment by replacing in its entirety with Exhibit C – Amendment #2, Methods and Conditions Precedent to Payment, in order to update payment terms, billing standards and various references to budgets, which is attached hereto and incorporated by reference herein.

10. Add Exhibit C-8 Amendment #2, SOR II Budget, which is attached hereto and incorporated by reference herein.

11. Add Exhibit C-9 Amendment #2, SOR II Budget, which is attached hereto and incorporated by reference herein.



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

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

State of New Hampshire  
Department of Health and Human Services

9/7/2021  
\_\_\_\_\_  
Date

DocuSigned by:  
*Katja Fox*  
FD9D05B04C83442  
\_\_\_\_\_  
Name: Katja Fox  
Title: Director

9/7/2021  
\_\_\_\_\_  
Date

Catholic Medical Center  
DocuSigned by:  
*Alex Walker*  
32857800490C450  
\_\_\_\_\_  
Name: Alex Walker  
Title: President & CEO



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

OFFICE OF THE ATTORNEY GENERAL

9/7/2021

Date

DocuSigned by:

J. Christopher Marshall

D5BD458E80D4403

Name: J. Christopher Marshall

Title: Assistant Attorney General

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:



**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services  
EXHIBIT A Amendment #2**

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**Revisions to Standard Contract Provisions**

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

- 1.1. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up to two (2) additional year(s) from the Completion Date as specified in the contract approved by the Governor and Executive Council on March 11, 2020 (Item #9A), contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

- 1.2. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.



**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**



**EXHIBIT C – Amendment #2**

**Methods and Conditions Precedent to Payment**

1. This Agreement is funded by:
  - 1.1. 96.20% Federal funds from the State Opioid Response Grant, as awarded on 08/30/2018, by the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, CFDA #93.788, FAIN H79TI081685, and as awarded on 09/30/2020, by the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, CFDA #93.788, FAIN H79TI083326, and as awarded on 08/09/2021, by the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, CFDA #93.788, FAIN H79TI083326; and
  - 1.2. 0.22% Federal funds from the Substance Abuse Prevention & Treatment Block Grant-SABG FY21 COVID Emergency Funds, as awarded on 03/11/2021, by the U.S. Department of Health and Human Services, Substance Abuse & Mental Health Services Administration, CFDA #93.959, FAIN B08TI083509.
  - 1.3. 3.54% Other Funds from Governor's Commission on Alcohol and Other Drug Abuse Prevention, Interventino and Treatment Funds effective from 9/30/2020 through 9/29/2021.
2. Governor Commission Funds
  - 2.1. The Contractor shall utilize funds in Exhibit C-4 Amendment #1 GovComm and Exhibit C-6 Amendment #1 GovComm for the purpose of providing services and supports to clients whose needs do not make them eligible to receive SOR-funded services and supports.
  - 2.2. The Contractor shall collaborate with the Department to determine appropriate services and supports along with developing and submitting reports and invoices that are separate from reports and invoices submitted for SOR grant funds.
3. SABG FY21 COVID Emergency Funds
  - 3.1. The Contractor shall collaborate with the Department to determine appropriate services and supports along with developing and submitting reports and invoices that are separate from reports and invoices submitted for SOR grant funds.
4. For the purposes of this Agreement:
  - 4.1. The Department has identified the Contractor as a Subrecipient in accordance with 2 CFR §200.330.
  - 4.2. The Department has identified this Contract as NON-R&D, in accordance with 2 CFR §200.87.
  - 4.3. The de minimis Indirect Cost Rate of 10% applies in accordance with 2 CFR §200.414.
5. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibit C-1, Budget through Exhibit C-9 Amendment #2 SOR II Budget.
6. The Contractor shall seek payment for services, as follows:
  - 6.1. First, the Contractor shall charge the client's private insurance or other payor sources.
  - 6.2. Second, the Contractor shall charge Medicare.

DS  
AW



**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**



**EXHIBIT C – Amendment #2**

- 6.3. Third, the Contractor shall charge Medicaid enrolled individuals, as follows:
- 6.3.1. Medicaid Care Management: If enrolled with a Managed Care Organization (MCO), the Contractor shall be paid in accordance with its contract with the MCO.
  - 6.3.2. Medicaid Fee for Service: The Contractor shall bill Medicaid for services on the Fee for Service (FFS) schedule.
- 6.4. Fourth, the Contractor shall charge the client in accordance with the Sliding Fee Scale Program.
- 6.5. Lastly, if any portion of the amount specified in the Sliding Fee Scale remains unpaid, charge the Department for the unpaid balance.
7. The Contractor shall submit an invoice and supporting backup documentation in a form satisfactory to the State by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment. Invoices shall be net any other revenue received towards the services billed in fulfillment of this agreement. The Contractor shall ensure:
- 7.1. Backup documentation includes, but is not limited to:
    - 7.1.1. General Ledger showing revenue and expenses for the contract.
    - 7.1.2. Timesheets and/or time cards that support the hours employees worked for wages reported under this contract.
      - 7.1.2.1. Per 45 CFR Part 75.430(i)(1) Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed.
      - 7.1.2.2. Attestation and time tracking templates, which are available to the Department upon request.
    - 7.1.3. Invoices supporting expenses reported:
      - 7.1.3.1. Unallowable expenses include, but are not limited to:
        - 7.1.3.1.1. Amounts belonging to other programs.
        - 7.1.3.1.2. Amounts prior to effective date of contract.
        - 7.1.3.1.3. Construction or renovation expenses.
        - 7.1.3.1.4. Food or water for employees.
        - 7.1.3.1.5. Directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana.
        - 7.1.3.1.6. Fines, fees, or penalties.
        - 7.1.3.1.7. Per SAMSHA requirements, meals are generally unallowable unless they are an integral part of a conference grant or specifically stated as an allowable expense in the FOA. Grant funds may be used for light snacks, not to exceed three dollars (\$3.00) per person for clients.

DS  
AW



New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services



**EXHIBIT C – Amendment #2**

- 7.1.3.1.8. Cell phones and cell phone minutes for clients.
- 7.1.4. Receipts for expenses within the applicable state fiscal year.
- 7.1.5. Cost center reports.
- 7.1.6. Profit and loss report.
- 7.1.7. Remittance Advices from the insurances billed. Remittance Advices do not need to be supplied with the invoice, but should be retained to be available upon request.
- 7.1.8. Information requested by the Department verifying allocation or offset based on third party revenue received.
- 7.1.9. Summaries of patient services revenue and operating revenue and other financial information as requested by the Department.
8. The Contractor is responsible for reviewing, understanding, and complying with further restrictions included in the Funding Opportunity Announcement (FOA).
9. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to [DHHS.DBHInvoicesBDAS@dhhs.nh.gov](mailto:DHHS.DBHInvoicesBDAS@dhhs.nh.gov), or invoices may be mailed to:
- SOR Financial Manager  
Department of Health and Human Services  
105 Pleasant Street  
Concord, NH 03301
10. The Contractor agrees that billing submitted for review after twenty (20) business days of the last day of the billing month may be subject to non-payment.
11. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
12. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
13. The Contractor must provide the services in Exhibit B – Amendment #1, Scope of Services, in compliance with funding requirements.
14. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B – Amendment #1, Scope of Services, including failure to submit required monthly and/or quarterly reports.
15. Notwithstanding Paragraph 17 of the General Provisions P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
16. Audits
- 16.1. The Contractor is required to submit an annual audit to the Department if any of the following conditions exist:
- 16.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

AW



**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**



**EXHIBIT C – Amendment #2**

- 16.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
- 16.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 16.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
- 16.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
- 16.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.
- 16.5. 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.
17. Maintenance of Fiscal Integrity
- 17.1. In order to enable the Department to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to the Department monthly, the Balance Sheet, Profit and Loss Statement (total organization and program-level), and Cash Flow Statement for the Contractor. Program-level Profit and Loss Statement shall include all revenue sources and all related expenditures for that program. The program-level Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. Outside of the program-level Profit and Loss Statement and budget to actual analysis, all other statements shall be reflective of the entire Partnership for Successful Living organization and shall be submitted on the same day the reports are submitted to the Board, but no later than the fourth Wednesday of the month. Additionally, the contractor will provide interim profit and loss statements for every program area, reported as of the 20<sup>th</sup> of the month, by the last day of every month.
- 17.2. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement.
- 17.3. The Contractor shall inform the Department by phone and by email within five business days when any Executive Management, Board Officers, or Program Managers for Department contracts submits a resignation or leaves for any other reason.

DS  
AW



## Exhibit C-1 Budget

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

Instructions: Fill out the Direct/Indirect columns only for Contractor Share (if applicable) and Funded by DHHS. Everything else will automatically populate.

Contractor Name: Catholic Medical Center

Project Title: Access and Delivery Hub for Opioid Use Disorder Services

Budget Period: SFY22 09/30/21-06/30/22

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 307,500.00	\$ -	\$ 307,500.00	\$ -	\$ -	\$ -	\$ 307,500.00	\$ -	\$ 307,500.00
2. Employee Benefits	\$ 61,500.00	\$ -	\$ 61,500.00	\$ -	\$ -	\$ -	\$ 61,500.00	\$ -	\$ 61,500.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ 171.00	\$ -	\$ 171.00	\$ -	\$ -	\$ -	\$ 171.00	\$ -	\$ 171.00
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ 342,000.00	\$ -	\$ 342,000.00	\$ -	\$ -	\$ -	\$ 342,000.00	\$ -	\$ 342,000.00
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 4,500.00	\$ -	\$ 4,500.00	\$ -	\$ -	\$ -	\$ 4,500.00	\$ -	\$ 4,500.00
6. Travel	\$ 1,512.00	\$ -	\$ 1,512.00	\$ -	\$ -	\$ -	\$ 1,512.00	\$ -	\$ 1,512.00
7. Occupancy	\$ 52,335.00	\$ -	\$ 52,335.00	\$ -	\$ -	\$ -	\$ 52,335.00	\$ -	\$ 52,335.00
8. Current Expenses	\$ 1,800.00	\$ -	\$ 1,800.00	\$ -	\$ -	\$ -	\$ 1,800.00	\$ -	\$ 1,800.00
Telephone	\$ 7,200.00	\$ -	\$ 7,200.00	\$ -	\$ -	\$ -	\$ 7,200.00	\$ -	\$ 7,200.00
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 1.00	\$ -	\$ 1.00	\$ -	\$ -	\$ -	\$ 1.00	\$ -	\$ 1.00
10. Marketing/Communications	\$ 4,050.00	\$ -	\$ 4,050.00	\$ -	\$ -	\$ -	\$ 4,050.00	\$ -	\$ 4,050.00
11. Staff Education and Training	\$ 3,600.00	\$ -	\$ 3,600.00	\$ -	\$ -	\$ -	\$ 3,600.00	\$ -	\$ 3,600.00
12. Subcontracts/Agreements	\$ 441,990.00	\$ -	\$ 441,990.00	\$ -	\$ -	\$ -	\$ 441,990.00	\$ -	\$ 441,990.00
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Support Clients' Unmet Needs	\$ 16,665.00	\$ -	\$ 16,665.00	\$ -	\$ -	\$ -	\$ 16,665.00	\$ -	\$ 16,665.00
Respite	\$ 684,375.00	\$ -	\$ 684,375.00	\$ -	\$ -	\$ -	\$ 684,375.00	\$ -	\$ 684,375.00
Flex Funds	\$ 270,000.00	\$ -	\$ 270,000.00	\$ -	\$ -	\$ -	\$ 270,000.00	\$ -	\$ 270,000.00
<b>TOTAL</b>	<b>\$ 2,199,199.00</b>	<b>\$ -</b>	<b>\$ 2,199,199.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,199,199.00</b>	<b>\$ -</b>	<b>\$ 2,199,199.00</b>

Indirect As A Percent of Direct

0.0%



## Exhibit C-1 Budget

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

Instructions: Fill out the Direct/Indirect columns only for Contractor Share (if applicable) and Funded by DHHS. Everything else will automatically populate.

Contractor Name: Catholic Medical Center

Project Title: Access and Delivery Hub for Opioid Use Disorder Services

Budget Period: SFY23 07/01/2022-09/29/2022

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 102,500.00	\$ -	\$ 102,500.00	\$ -	\$ -	\$ -	\$ 102,500.00	\$ -	\$ 102,500.00
2. Employee Benefits	\$ 20,500.00	\$ -	\$ 20,500.00	\$ -	\$ -	\$ -	\$ 20,500.00	\$ -	\$ 20,500.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ 57.00	\$ -	\$ 57.00	\$ -	\$ -	\$ -	\$ 57.00	\$ -	\$ 57.00
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ 114,000.00	\$ -	\$ 114,000.00	\$ -	\$ -	\$ -	\$ 114,000.00	\$ -	\$ 114,000.00
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 1,500.00	\$ -	\$ 1,500.00	\$ -	\$ -	\$ -	\$ 1,500.00	\$ -	\$ 1,500.00
6. Travel	\$ 504.00	\$ -	\$ 504.00	\$ -	\$ -	\$ -	\$ 504.00	\$ -	\$ 504.00
7. Occupancy	\$ 17,445.00	\$ -	\$ 17,445.00	\$ -	\$ -	\$ -	\$ 17,445.00	\$ -	\$ 17,445.00
8. Current Expenses	\$ 600.00	\$ -	\$ 600.00	\$ -	\$ -	\$ -	\$ 600.00	\$ -	\$ 600.00
Telephone	\$ 2,400.00	\$ -	\$ 2,400.00	\$ -	\$ -	\$ -	\$ 2,400.00	\$ -	\$ 2,400.00
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 1,350.00	\$ -	\$ 1,350.00	\$ -	\$ -	\$ -	\$ 1,350.00	\$ -	\$ 1,350.00
11. Staff Education and Training	\$ 1,200.00	\$ -	\$ 1,200.00	\$ -	\$ -	\$ -	\$ 1,200.00	\$ -	\$ 1,200.00
12. Subcontracts/Agreements	\$ 147,331.00	\$ -	\$ 147,331.00	\$ -	\$ -	\$ -	\$ 147,331.00	\$ -	\$ 147,331.00
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Respite	\$ 228,125.00	\$ -	\$ 228,125.00	\$ -	\$ -	\$ -	\$ 228,125.00	\$ -	\$ 228,125.00
Flex Funds	\$ 90,000.00	\$ -	\$ 90,000.00	\$ -	\$ -	\$ -	\$ 90,000.00	\$ -	\$ 90,000.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 727,512.00</b>	<b>\$ -</b>	<b>\$ 727,512.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 727,512.00</b>	<b>\$ -</b>	<b>\$ 727,512.00</b>

Indirect As A Percent of Direct

0.0%



# State of New Hampshire

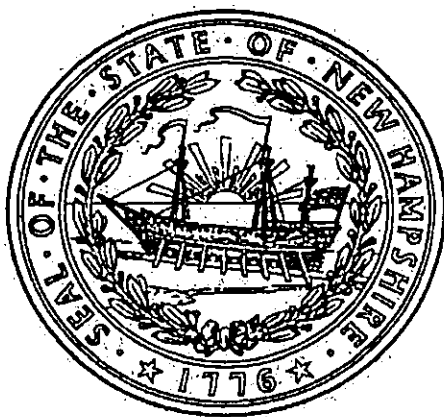
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CATHOLIC MEDICAL CENTER is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on November 07, 1974. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 62116

Certificate Number: 0005438747



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 2nd day of September A.D. 2021.

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

William M. Gardner  
Secretary of State



**CERTIFICATE OF AUTHORITY**

I, Matthew Kfoury, do hereby certify that:

1. I am the duly elected Secretary of Catholic Medical Center, a New Hampshire voluntary corporation ("CMC");
2. Alexander J. Walker, is the duly elected President & CEO of CMC;
3. The attached Exhibit A is a true copy of resolutions duly adopted by written unanimous consent on June 24, 2021;
4. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of the 7<sup>th</sup> day of September, 2021 and this authority remains valid for thirty (30) days from the date of this Certificate of Authority; and
5. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence from CMC that I am the Secretary of CMC and that Mr. Walker has the authority to bind CMC. To the extent that there are any limits on the authority of Mr. Walker or myself to bind CMC in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

I have hereunto set my hand as the Secretary of CMC this 7<sup>th</sup> day of September 2021.

s/ Matthew Kfoury  
Matthew Kfoury, Secretary



**Exhibit A**

**PROPOSED RESOLUTIONS**

**OF THE**

**BOARD OF TRUSTEES**

**OF CATHOLIC MEDICAL CENTER ("CMC")**

**Authorizing CMC to enter into Contracts with the State of New Hampshire**

**June 24, 2021**

RESOLVED: That CMC be authorize to enter into contracts, amendments, renewals, revisions or modifications thereto, with the State of New Hampshire, including any of its agencies or departments.

RESOLVED: That effective July 1, 2021, Alexander J. Walker, as President & CEO of CMC, is hereby authorized on behalf of CMC to enter into contracts with the State and to execute any and all documents, agreements, and other instruments; and any amendments, revisions, or modifications thereto, as he may deem necessary, desirable, or appropriate.





# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
10/19/2020

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

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

<b>PRODUCER</b> MARSH USA, INC. 99 HIGH STREET BOSTON, MA 02110 Attn: Boston.certrequest@Marsh.com Fax: 212-948-4377  CN109021768-ALL-GAWXP-20-21	<b>CONTACT</b> NAME: PHONE (A/C, No, Exl): FAX (A/C, No): E-MAIL: ADDRESS:  <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A : Pro Select Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B : Safety National Casualty Corp.</td> <td>15105</td> </tr> <tr> <td>INSURER C : N/A</td> <td>N/A</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Pro Select Insurance Company		INSURER B : Safety National Casualty Corp.	15105	INSURER C : N/A	N/A	INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Pro Select Insurance Company															
INSURER B : Safety National Casualty Corp.	15105														
INSURER C : N/A	N/A														
INSURER D :															
INSURER E :															
INSURER F :															
<b>INSURED</b> CMC HEALTHCARE SYSTEM 100 MCGREGOR STREET MANCHESTER, NH 03102															

**COVERAGES**      **CERTIFICATE NUMBER:** NYC-009552485-14      **REVISION NUMBER:** 11

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <div style="margin-left: 20px;"> <input type="checkbox"/> CLAIMS-MADE    <input checked="" type="checkbox"/> OCCUR         </div> <div style="margin-left: 20px;">           GEN'L AGGREGATE LIMIT APPLIES PER:  <input checked="" type="checkbox"/> POLICY    <input type="checkbox"/> PROJECT    <input type="checkbox"/> LOC            OTHER:         </div>			002NH000016052	10/01/2020	10/01/2021	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 3,000,000
							PRODUCTS - COM/OP AGG \$ 3,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	SP 4063859  *SIR \$750,000	10/01/2020	10/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

**CERTIFICATE HOLDER**
**CANCELLATION**

 NH OHHS  
 129 PLEASANT STREET  
 CONCORD, NH 03301

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.

Manashi Mukherjee

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## MISSION

The heart of Catholic Medical Center is to carry out Christ's healing ministry by offering health, healing and hope to every individual who seeks our care.

## VALUES

The defining characteristics of CMC include:

- Respect
- Compassion
- Integrity
- Commitment

## VISION

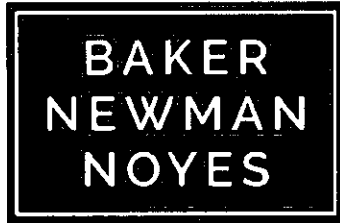
Guided by our Mission and Values, we are committed to becoming the finest customer experience, lowest cost and best outcome provider in the region.

## HEALTHCARE EQUALITY

CMC condemns racism in our nation and will always strive to address racial injustices in our health care system and our community. CMC supports our providers, staff and leadership working together to promote equality and reject racism. We are committed to providing health, healing and hope to everyone who seeks our care.

CMC reaffirms its core values of compassion, human dignity and respect to all. We will strive to





# **CMC Healthcare System, Inc.**

## **Audited Consolidated Financial Statements and Other Financial Information**

*Years Ended September 30, 2020 and 2019  
With Independent Auditors' Report*



**CMC HEALTHCARE SYSTEM, INC.**

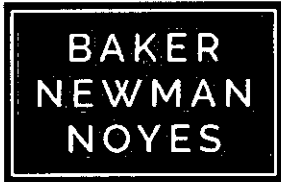
**AUDITED CONSOLIDATED FINANCIAL STATEMENTS  
AND OTHER FINANCIAL INFORMATION**

**Years Ended September 30, 2020 and 2019**

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Baker Newman & Noyes LLC  
MAINE | MASSACHUSETTS | NEW HAMPSHIRE  
800.244.7444 | www.bnn CPA.com

## INDEPENDENT AUDITORS' REPORT

Board of Trustees  
CMC Healthcare System, Inc.

We have audited the accompanying consolidated financial statements of CMC Healthcare System, Inc., which comprise the consolidated balance sheets as of September 30, 2020 and 2019, 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 CMC Healthcare System, Inc. as of September 30, 2020 and 2019, and the results of its operations, changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

*Baker Newman & Noyes LLC*

Manchester, New Hampshire  
February 23, 2021



**CMC HEALTHCARE SYSTEM, INC.****CONSOLIDATED BALANCE SHEETS**

September 30, 2020 and 2019

**ASSETS**

	<u>2020</u>	<u>2019</u>
Current assets:		
Cash and cash equivalents	\$151,551,269	\$ 56,249,490
Short-term investments	3,572,434	4,021,270
Accounts receivable	62,791,576	79,322,642
Inventories	4,836,875	4,600,802
Other current assets	<u>16,427,148</u>	<u>14,198,223</u>
Total current assets	239,179,302	158,392,427
Property, plant and equipment, net	147,642,544	143,111,363
Other assets:		
Intangible assets and other	17,118,765	18,600,614
Assets whose use is limited:		
Pension and insurance obligations	20,198,308	18,832,810
Board designated and donor restricted investments and restricted grants	151,252,801	129,341,870
Held by trustee under revenue bond agreements	<u>1,345,012</u>	<u>18,845,355</u>
	<u>172,796,121</u>	<u>167,020,035</u>
Total assets	<u>\$576,736,732</u>	<u>\$487,124,439</u>



LIABILITIES AND NET ASSETS

	<u>2020</u>	<u>2019</u>
Current liabilities:		
Accounts payable and accrued expenses	\$ 57,352,176	\$ 38,985,902
Accrued salaries, wages and related accounts	24,549,719	22,973,478
Amounts payable to third-party payors	21,159,306	11,456,467
Current portion of long-term debt	<u>2,708,585</u>	<u>4,158,079</u>
Total current liabilities	105,769,786	77,573,926
Accrued pension and other liabilities, less current portion	242,628,999	172,049,836
Long-term debt, less current portion	<u>161,871,837</u>	<u>121,883,751</u>
Total liabilities	510,270,622	371,507,513
Net assets:		
Without donor restrictions	39,470,152	104,372,035
With donor restrictions	<u>26,995,958</u>	<u>11,244,891</u>
Total net assets	66,466,110	115,616,926
 Total liabilities and net assets	 <u>\$576,736,732</u>	 <u>\$487,124,439</u>

See accompanying notes.



## CMC HEALTHCARE SYSTEM, INC.

## CONSOLIDATED STATEMENTS OF OPERATIONS

Years Ended September 30, 2020 and 2019

	<u>2020</u>	<u>2019</u>
Operating revenues:		
Patient service revenues	\$391,158,922	\$444,112,918
Other revenue	35,839,402	21,610,585
Disproportionate share funding	<u>18,380,790</u>	<u>22,566,094</u>
Total operating revenues	445,379,114	488,289,597
Operating expenses:		
Salaries, wages and fringe benefits	278,916,574	284,646,960
Supplies and other	170,961,809	169,119,057
New Hampshire Medicaid enhancement tax	22,054,486	21,382,132
Depreciation and amortization	16,221,934	16,902,437
Interest	<u>4,334,625</u>	<u>4,224,046</u>
Total expenses	<u>492,489,428</u>	<u>496,274,632</u>
Loss from operations	(47,110,314)	(7,985,035)
Nonoperating gains (losses):		
Investment income, net	9,801,818	4,120,862
Net periodic pension cost, other than service cost	(598,353)	(640,624)
Contributions without donor restrictions	1,337,194	834,004
Development costs	(570,636)	(739,596)
Other nonoperating loss	<u>(3,744,929)</u>	<u>(3,135,699)</u>
Total nonoperating gains, net	<u>6,225,094</u>	<u>438,947</u>
Deficiency of revenues and gains over expenses	(40,885,220)	(7,546,088)
Unrealized appreciation on investments	13,723	912,170
Change in fair value of interest rate swap agreement	(261,651)	(482,735)
Assets released from restriction used for capital	159,168	434,010
Pension-related changes other than net periodic pension cost	<u>(23,927,903)</u>	<u>(55,070,402)</u>
Change in net assets without donor restrictions	(64,901,883)	(61,753,045)
Net assets without donor restrictions at beginning of year	<u>104,372,035</u>	<u>166,125,080</u>
Net assets without donor restrictions at end of year	<u>\$ 39,470,152</u>	<u>\$104,372,035</u>

See accompanying notes.



## CMC HEALTHCARE SYSTEM, INC.

## CONSOLIDATED STATEMENTS OF CHANGES IN NET ASSETS

Years Ended September 30, 2020 and 2019

	Net Assets Without Donor <u>Restrictions</u>	Net Assets With Donor <u>Restrictions</u>	Total <u>Net Assets</u>
Balances at September 30, 2018	\$166,125,080	\$10,426,818	\$176,551,898
Deficiency of revenues and gains over expenses	(7,546,088)	—	(7,546,088)
Restricted investment income	—	31,596	31,596
Changes in interest in perpetual trust	—	(110,168)	(110,168)
Donor restricted contributions	—	1,536,316	1,536,316
Unrealized appreciation on investments	912,170	15,219	927,389
Change in fair value of interest rate swap agreement	(482,735)	—	(482,735)
Assets released from restriction used for operations	—	(220,880)	(220,880)
Assets released from restriction used for capital	434,010	(434,010)	—
Pension-related changes other than net periodic pension cost	<u>(55,070,402)</u>	<u>—</u>	<u>(55,070,402)</u>
	<u>(61,753,045)</u>	<u>818,073</u>	<u>(60,934,972)</u>
Balances at September 30, 2019	104,372,035	11,244,891	115,616,926
Deficiency of revenues and gains over expenses	(40,885,220)	—	(40,885,220)
Restricted investment income	—	28,891	28,891
Changes in interest in perpetual trust	—	104,885	104,885
Donor restricted contributions	—	16,173,712	16,173,712
Unrealized appreciation on investments	13,723	69,508	83,231
Change in fair value of interest rate swap agreement	(261,651)	—	(261,651)
Assets released from restriction used for operations	—	(466,761)	(466,761)
Assets released from restriction used for capital	159,168	(159,168)	—
Pension-related changes other than net periodic pension cost	<u>(23,927,903)</u>	<u>—</u>	<u>(23,927,903)</u>
	<u>(64,901,883)</u>	<u>15,751,067</u>	<u>(49,150,816)</u>
Balances at September 30, 2020	<u>\$ 39,470,152</u>	<u>\$26,995,958</u>	<u>\$ 66,466,110</u>

See accompanying notes.



## CMC HEALTHCARE SYSTEM, INC.

## CONSOLIDATED STATEMENTS OF CASH FLOWS

Years Ended September 30, 2020 and 2019

	<u>2020</u>	<u>2019</u>
Operating activities:		
Change in net assets	\$ (49,150,816)	\$ (60,934,972)
Adjustments to reconcile change in net assets to net cash provided (used) by operating activities:		
Depreciation and amortization	16,221,934	16,902,437
Pension-related changes other than net periodic pension cost	23,927,903	55,070,402
Restricted gifts and investment income	(16,202,603)	(1,567,912)
Net realized and unrealized gains on investments	(6,130,421)	(803,714)
Change in interest in perpetual trust	(104,885)	110,168
Change in fair value of interest rate swap agreement	261,651	482,735
Bond discount/premium and issuance cost amortization	(256,596)	(289,968)
Change in operating assets and liabilities:		
Accounts receivable	16,531,066	(23,995,656)
Inventories	(236,073)	(1,017,574)
Other current assets	(2,228,925)	(3,533,266)
Other assets	1,481,849	(1,049,682)
Accounts payable and accrued expenses	19,617,964	6,945,059
Accrued salaries, wages and related accounts	1,576,241	299,989
Amounts payable to third-party payors	9,702,839	(3,186,637)
Accrued pension and other liabilities	<u>46,377,405</u>	<u>(5,978,340)</u>
Net cash provided (used) by operating activities	61,388,533	(22,546,931)
Investing activities:		
Purchases of property, plant and equipment	(21,738,820)	(24,121,790)
Net change in assets held by trustee under revenue bond agreements	17,500,343	17,814,698
Proceeds from sales of investments	40,581,691	54,831,303
Purchases of investments	<u>(51,180,354)</u>	<u>(31,397,904)</u>
Net cash (used) provided by investing activities	(14,837,140)	17,126,307
Financing activities:		
Payments on long-term debt	(3,814,000)	(3,689,000)
Proceeds from issuance of long-term debt	42,993,018	3,513,632
Payments on capital leases	(426,101)	(676,199)
Bond issuance costs	(211,510)	(95,551)
Restricted gifts and investment income	<u>10,208,979</u>	<u>767,912</u>
Net cash provided (used) by financing activities	<u>48,750,386</u>	<u>(179,206)</u>
Increase (decrease) in cash and cash equivalents	95,301,779	(5,599,830)
Cash and cash equivalents at beginning of year	<u>56,249,490</u>	<u>61,849,320</u>
Cash and cash equivalents at end of year	<u>\$ 151,551,269</u>	<u>\$ 56,249,490</u>

## Supplemental disclosure:

During 2020, the System entered into a capital lease obligation to finance certain equipment totaling \$253,781. At September 30, 2019, amounts totaling \$1,251,690 related to the purchase of property, plant and equipment were included in accounts payable and accrued expenses.

See accompanying notes.



**CMC HEALTHCARE SYSTEM, INC.****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

Years Ended September 30, 2020 and 2019

**1. Organization**

CMC Healthcare System, Inc. (the System) is a not-for-profit organization formed effective July 1, 2001. The System functioned as the parent company and sole member of Catholic Medical Center (the Medical Center) (until December 31, 2016, as discussed below), Physician Practice Associates, Inc. (PPA), Alliance Enterprises, Inc. (Enterprises), Alliance Resources, Inc. (Resources), Alliance Ambulatory Services, Inc. (AAS), Alliance Health Services, Inc. (AHS), Doctors Medical Association, Inc. (DMA) (dissolved during 2020) and St. Peter's Home, Inc. (SPH):

On December 30, 2016, the System became affiliated with Huggins Hospital (HH), a 25-bed critical access hospital in Wolfeboro, New Hampshire, and Monadnock Community Hospital (MCH), a 25-bed critical access hospital in Peterborough, New Hampshire, through the formation of a common parent, GraniteOne Health (GraniteOne). GraniteOne is a New Hampshire voluntary corporation that is recognized as being a Section 501(c)(3) tax-exempt and "supporting organization" within the meaning of Section 509(a)(3) of the Internal Revenue Code of 1986, as amended (the Code). GraniteOne serves as the sole member of HH and MCH and co-member of the Medical Center, along with the System. GraniteOne is governed by a thirteen member Board of Trustees appointed by each of the respective hospitals within the GraniteOne system. The GraniteOne Board of Trustees governs the GraniteOne system through the existence and execution of reserved powers to approve certain actions by the Boards of Trustees of each of the hospitals. Through GraniteOne, this more integrated healthcare system enhances the affiliated hospitals' ability to coordinate the delivery of patient care, implement best practices, eliminate inefficiencies and collaborate on regional planning. These efforts strengthen the hospitals' ability to meet the healthcare needs of their respective communities and provide for a more seamless patient experience across the continuum of care. The accompanying consolidated financial statements for the years ended September 30, 2020 and 2019 do not include the accounts and activity of GraniteOne, HH and MCH.

On September 30, 2019, GraniteOne, the Medical Center, the System, certain subsidiaries of the System, HH and MCH entered into a Combination Agreement (the Agreement) with Dartmouth-Hitchcock Health (D-HH) to combine GraniteOne and D-HH and its members into a more fully integrated healthcare delivery system. Pursuant to the terms of the Agreement, the parties intend to revise D-HH's corporate name to Dartmouth-Hitchcock Health GraniteOne (D-HH GO), which will continue to serve as the sole corporate member of the existing D-HH System Members (Mary Hitchcock Memorial Health and Dartmouth-Hitchcock Clinic, New London Hospital (NLH), Cheshire Medical Center (Cheshire), Mt. Ascutney Hospital and Health Center (MAHHC), Alice Peck Day Memorial Hospital (APD) and Visiting Nurse and Hospice for Vermont and New Hampshire (VNH)), and which will be substituted for GraniteOne as the sole corporate member of HH and MCH and as co-member, of the Medical Center and certain subsidiaries of the System (the Combination). The overarching goal of the Combination is to create a New Hampshire-based, integrated and regionally distributed health care delivery system that better serves its patients and communities. While the System will not be a component of the D-HH GO System, it will continue to serve as the corporate vehicle through which the Bishop of the Diocese of Manchester (the Bishop) ensures the Medical Center's adherence to the Ethical and Religious Directives for Catholic Health Care Services. Neither the System nor the Bishop will have authority over any other D-HH GO System Member, including HH and MCH. Subject to certain rights reserved to the Bishop and the System with respect to the Medical Center and the System's subsidiaries, D-HH GO will reserve to itself certain approval and initiation powers over the governance, financial, programmatic, administrative, and strategic decisions of D-HH GO System Members.



**CMC HEALTHCARE SYSTEM, INC.**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

Years Ended September 30, 2020 and 2019

**1. Organization (Continued)**

On December 30, 2019, GraniteOne, the Medical Center, HH and MCH submitted a Joint Notice of Change of Control to the New Hampshire Attorney General, Director of Charitable Trusts pursuant to New Hampshire RSA 7:19-b beginning the regulatory review and approval process of the Combination. Subsequent to that date, the parties also continue to participate in the nonpublic antitrust regulatory review process. If all necessary approvals are obtained and closing conditions satisfied, D-HH GO will consist of a major academic medical center offering tertiary and quaternary services, an acute care community hospital in an urban setting (the Medical Center), an acute care community hospital in a rural setting (Cheshire), five rural critical access hospitals (NLH, MAHHC, APD, HH and MCH), a post-acute home health and hospice provider (VNH), and nearly 1,800 employed and affiliated primary and specialty care physicians. D-HH GO System Members will combine their resources to offer a broader array of inpatient, outpatient and ambulatory services.

**2. Significant Accounting Policies**

**Basis of Presentation**

The accompanying consolidated financial statements have been prepared using the accrual basis of accounting.

**Principles of Consolidation**

The consolidated financial statements include the accounts of the Medical Center, PPA, Enterprises, Resources, AAS, AHS, DMA and SPH. Significant intercompany accounts and transactions have been eliminated in consolidation.

**Use of Estimates**

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities as of the date of the financial statements. Estimates also affect the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates. Significant estimates are made in the areas of valuation of accounts receivable, estimated settlements with third-party payors, accrued compensation and benefits, conditional asset retirement obligations, and insurance-related reserves.

**Income Taxes**

The System and all related entities, with the exception of Enterprises and DMA, are not-for-profit corporations as described in Section 501(c)(3) of the Code and are exempt from federal income taxes on related income pursuant to Section 501(a) of the Code. Management evaluated the System's tax positions and concluded the System has maintained its tax-exempt status, does not have any significant unrelated business income and had taken no uncertain tax positions that require adjustment to the consolidated financial statements.



**CMC HEALTHCARE SYSTEM, INC.****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

Years Ended September 30, 2020 and 2019

**2. Significant Accounting Policies (Continued)**

Enterprises and DMA are for-profit organizations and, in accordance with federal and state tax laws, file income tax returns, as applicable. There was no significant provision for income taxes for the years ended September 30, 2020 and 2019. There are no significant deferred tax assets or liabilities. These entities have concluded there are no significant uncertain tax positions requiring disclosure and there is no material liability for unrecognized tax benefits. It is the policy of these entities to recognize interest related to unrecognized tax benefits in interest expense and penalties in income tax expense.

**Charity Care**

The System has a formal charity care policy under which patient care is provided to patients who meet certain criteria without charge or at amounts less than its established rates. The System does not pursue collection of amounts determined to qualify as charity care; therefore, they are not reported as revenues.

Of the System's \$492,489,428 total expenses reported for the year ended September 30, 2020, an estimated \$7,900,000 arose from providing services to charity patients. Of the System's \$496,274,632 total expenses reported for the year ended September 30, 2019, an estimated \$7,700,000 arose from providing services to charity patients. The estimated costs of providing charity services are based on a calculation which applies a ratio of costs to charges to the gross uncompensated charges associated with providing care to charity patients. The ratio of cost to charges is calculated based on the System's total expenses divided by gross patient service revenue.

**Concentration of Credit Risk**

Financial instruments which subject the System to credit risk consist primarily of cash equivalents, accounts receivable and investments. The risk with respect to cash equivalents is minimized by the System's policy of investing in financial instruments with short-term maturities issued by highly rated financial institutions. The System's accounts receivable are primarily due from third-party payors and amounts are presented net of expected explicit and implicit price concessions, including estimated implicit price concessions from uninsured patients. The System's investment portfolio consists of diversified investments, which are subject to market risk. Investments that exceeded 10% of investments include the SSGA S&P 500 Tobacco Free Fund as of September 30, 2020 and 2019, and the Dreyfus Treasury Securities Cash Management Fund as of September 30, 2019.

**Cash and Cash Equivalents**

Cash and cash equivalents include certificates of deposit with maturities of three months or less when purchased and investments in overnight deposits at various banks. Cash and cash equivalents exclude amounts whose use is limited by board designation and amounts held by trustees under revenue bond and other agreements. The System maintains approximately \$147,000,000 and \$52,000,000 at September 30, 2020 and 2019, respectively, of its cash and cash equivalent accounts with a single institution. The System has not experienced any losses associated with deposits at this institution.



**CMC HEALTHCARE SYSTEM, INC.****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

Years Ended September 30, 2020 and 2019

**2. Significant Accounting Policies (Continued)****Accounts Receivable**

For accounts receivable resulting from revenue recognized prior to October 1, 2019, an allowance for doubtful accounts was established to reduce the carrying value of such receivables to their estimated net realizable value. Generally, this allowance was estimated based on the aging of accounts receivable, historical collection experience and other factors. Under the provisions of Financial Accounting Standards Board (FASB) Accounting Standards Update (ASU) No. 2014-09, *Revenue from Contracts with Customers*, which the System adopted effective October 1, 2019 using the full retrospective method, when an unconditional right to payment exists, subject only to the passage of time, the right is treated as a receivable. Patient accounts receivable for which the unconditional right to payment exists are receivables if the right to consideration is unconditional and only the passage of time is required before payment of that consideration is due. As a result of the full retrospective method adoption of ASU No. 2014-09, accounts receivable at September 30, 2020 and 2019 reflect the fact that any estimated uncollectible amounts are generally considered implicit price concessions that are a direct reduction to accounts receivable rather than allowance for doubtful accounts. At September 30, 2020 and 2019, estimated implicit price concessions of \$28,756,009 and \$20,265,887, respectively, have been recorded as reductions to accounts receivable balances to enable the System to record revenues and accounts receivable at the estimated amounts expected to be collected.

**Inventories**

Inventories of supplies are stated at the lower of cost (determined by the first-in, first-out method) or net realizable value.

**Related Party Activity**

The Medical Center has engaged in various transactions with GraniteOne, HH and MCH. The Medical Center recognized approximately \$3.0 million and \$3.3 million in revenue from these related parties for the years ended September 30, 2020 and 2019, respectively, which is reflected within other revenues in the accompanying consolidated statements of operations. The Medical Center also incurred expenses to these related parties of approximately \$3.8 million and \$2.5 million for the years ended September 30, 2020 and 2019, respectively, of which \$600,000 and \$800,000, respectively, is reflected within operating expenses. Additionally, approximately \$3.2 million and \$1.7 million as of September 30, 2020 and 2019, respectively, is reflected within nonoperating gains (losses) in the accompanying consolidated statement of operations. As of September 30, 2020, the Medical Center had a net amount due from these related parties of approximately \$2.6 million, of which \$7.6 million is reflected within other current assets and \$5.0 million is reflected within accounts payable and accrued expenses in the accompanying 2020 consolidated balance sheet. As of September 30, 2019, the Medical Center had a net amount due from these related parties of approximately \$2.6 million, of which \$4.4 million is reflected within other current assets and \$1.8 million is reflected within accounts payable and accrued expenses in the accompanying 2019 consolidated balance sheet.



**CMC HEALTHCARE SYSTEM, INC.****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

Years Ended September 30, 2020 and 2019

**2. Significant Accounting Policies (Continued)****Property, Plant and Equipment**

Property, plant and equipment is stated at cost at time of purchase or fair value at the time of donation, 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. The provisions for depreciation and amortization have been determined using the straight-line method at rates intended to amortize the cost of assets over their estimated useful lives, which range from 2 to 40 years. Assets which have been purchased but not yet placed in service are included in construction in progress and no depreciation expense is recorded.

**Conditional Asset Retirement Obligations**

The System recognizes the fair value of a liability for legal obligations associated with asset retirements in the year in which the obligation is incurred, in accordance with Accounting Standards Codification (ASC) 410-20, *Accounting for Asset Retirement Obligations*. When the liability is initially recorded, the cost of the asset retirement obligation is capitalized by increasing the carrying amount of the related long lived asset. The liability is accreted to its present value each year, and the capitalized cost associated with the retirement obligation is depreciated over the useful life of the related asset. Upon settlement of the obligation, any difference between the cost to settle the asset retirement obligation and the liability recorded is recognized as a gain or loss in the consolidated statements of operations.

As of September 30, 2020 and 2019, \$1,010,695 and \$1,036,702, respectively, of conditional asset retirement obligations are included within accrued pension and other liabilities in the accompanying consolidated balance sheets.

**Goodwill**

The System reviews its goodwill and other long-lived assets annually to determine whether the carrying amount of such assets is impaired. Upon determination that an impairment has occurred, these assets are reduced to fair value. There were no impairments recorded for the years ended September 30, 2020 or 2019. The net carrying value of goodwill is \$4,490,154 at September 30, 2020 and 2019, and is reflected within intangible assets and other in the accompanying consolidated balance sheets.

**Patient Service Revenues**

Prior to the adoption of ASU 2014-09 by the System on October 1, 2019, the System recognized patient service revenue as services were rendered and reported revenue at the estimated net realizable amounts from patients, third-party payors and others for services rendered. On the basis of historical experience, a portion of the System's uninsured patients are unable or unwilling to pay for services provided. Thus, the System recorded a provision for doubtful accounts related to uninsured patients in the period the services were provided. The System adopted the new standard effective October 1, 2019, using the full retrospective method and updated its accounting policies related to revenues, as discussed below. The adoption of the new standard did not have an impact on the recognition of revenues for any periods prior to adoption.



**CMC HEALTHCARE SYSTEM, INC.****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

Years Ended September 30, 2020 and 2019

**2. Significant Accounting Policies (Continued)**

Revenues generally relate to contracts with patients in which the System's performance obligations are to provide health care services to patients. Revenues are recorded during the period obligations to provide health care services are satisfied. Performance obligations for inpatient services are generally satisfied over a period of days. Performance obligations for outpatient services are generally satisfied over a period of less than one day. The contractual relationships with patients, in most cases, also involve a third-party payor (Medicare, Medicaid, managed care health plans and commercial insurance companies, including plans offered through the health insurance exchanges) and the transaction prices for the services provided are dependent upon the terms provided by Medicare and Medicaid or negotiated with managed care health plans and commercial insurance companies, the third-party payors. The payment arrangements with third-party payors for the services provided to related patients typically specify payments at amounts less than standard charges. Medicare generally pays for inpatient and outpatient services at prospectively determined rates based on clinical, diagnostic and other factors. Services provided to patients having Medicaid coverage are generally paid at prospectively determined rates per discharge, per identified service or per covered member. Agreements with commercial insurance carriers, managed care and preferred provider organizations generally provide for payments based upon predetermined rates per diagnosis, per diem rates or discounted fee-for-service rates. Management continually reviews the revenue recognition process to consider and incorporate updates to laws and regulations and the frequent changes in managed care contractual terms resulting from contract renegotiations and renewals.

The collection of outstanding receivables for Medicare, Medicaid, managed care payers, other third-party payors and patients is the System's primary source of cash and is critical to its operating performance. The primary collection risks relate to uninsured patient accounts, including patient accounts for which the primary insurance carrier has paid the amounts covered by the applicable agreement, but patient responsibility amounts (deductibles and copayments) remain outstanding. Implicit price concessions relate primarily to amounts due directly from patients. Estimated implicit price concessions are recorded for all uninsured accounts, regardless of the aging of those accounts. Accounts are written off when all reasonable internal and external collection efforts have been performed. The estimates for implicit price concessions are based upon management's assessment of historical write-offs and expected net collections, business and economic conditions, trends in federal, state and private employer health care coverage and other collection indicators. Management relies on the results of detailed reviews of historical write-offs and collections at facilities that represent a majority of hospital revenues and accounts receivable (the "hindsight analysis") as a primary source of information in estimating the collectability of accounts receivable. Management performs the hindsight analysis regularly, utilizing rolling twelve-month accounts receivable collection and write-off data. Management believes its regular updates to the estimated implicit price concession amounts provides reasonable estimates of revenues and valuations of accounts receivable. These routine, regular changes in estimates have not resulted in material adjustments to the valuations of accounts receivable or period-to-period comparisons of operations.



# CMC HEALTHCARE SYSTEM, INC.

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Years Ended September 30, 2020 and 2019

### 2. Significant Accounting Policies (Continued)

#### Retirement Benefits

The Catholic Medical Center Pension Plan (the Plan) provides retirement benefits for certain employees of the Medical Center and PPA who have attained age twenty-one and work at least 1,000 hours per year. The Plan consists of a benefit accrued to July 1, 1985, plus 2% of plan year earnings (to legislative maximums) per year. The System's funding policy is to contribute amounts to the Plan sufficient to meet minimum funding requirements set forth in the Employee Retirement Income Security Act of 1974, plus such additional amounts as may be determined to be appropriate from time to time. The Plan is intended to constitute a plan described in Section 414(k) of the Code, under which benefits derived from employer contributions are based on the separate account balances of participants in addition to the defined benefits under the Plan.

Effective January 1, 2008 the Medical Center decided to close participation in the Plan to new participants. As of January 1, 2008, current participants continued to participate in the Plan while new employees receive a higher matching contribution to the tax-sheltered annuity benefit program discussed below.

During 2011, the Board of Trustees voted to freeze the accrual of benefits under the Plan effective December 31, 2011.

The Plan was amended effective as of May 1, 2016 to provide a limited opportunity for certain terminated vested participants to elect an immediate lump sum or annuity distribution option.

The System also maintains tax-sheltered annuity benefit programs in which it matches one half of employee contributions up to 3% of their annual salary, depending on date of hire, plus an additional 3% - 5% based on tenure. Effective November 1, 2019, the amount based on tenure was reduced from 3% - 5% to 0% - 2%. The System made matching contributions under the program of \$4,550,221 and \$8,462,595 for the years ended September 30, 2020 and 2019, respectively.

During 2007, the Medical Center created a nonqualified deferred compensation plan covering certain employees under Section 457(b) of the Code. Under the plan, a participant may elect to defer a portion of their compensation to be held until payment in the future to the participant or his or her beneficiary. Consistent with the requirements of the Code, all amounts of deferred compensation, including but not limited to any investments held and all income attributable to such amounts, property, and rights will remain subject to the claims of the Medical Center's creditors, without being restricted to the payment of deferred compensation, until payment is made to the participant or their beneficiary. No contributions were made by the System for the years ended September 30, 2020 or 2019.

The System also provides a noncontributory supplemental executive retirement plan covering certain former executives of the Medical Center, as defined. The System's policy is to accrue costs under this plan using the "Projected Unit Credit Actuarial Cost Method" and to amortize past service costs over a fifteen year period. Benefits under this plan are based on the participant's final average salary, social security benefit, retirement income plan benefit, and total years of service. Certain investments have been designated for payment of benefits under this plan and are included in assets whose use is limited—pension and insurance obligations.



**CMC HEALTHCARE SYSTEM, INC.****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

Years Ended September 30, 2020 and 2019

**2. Significant Accounting Policies (Continued)**

During 2007, the System created a supplemental executive retirement plan covering certain executives of the Medical Center under Section 457(f) of the Code. The System recorded compensation expense of \$708,142 and \$661,215 for the years ended September 30, 2020 and 2019, respectively, related to this plan.

**Employee Fringe Benefits**

The System has an "earned time" plan. Under this plan, each qualifying employee "earns" hours of paid leave for each pay period worked. These hours of paid leave may be used for vacations, holidays, or illness. Hours earned but not used are vested with the employee and are paid to the employee upon termination. The System expenses the cost of these benefits as they are earned by the employees.

**Debt Issuance Costs/Original Issue Discount or Premium**

The debt issuance costs incurred to obtain financing for the System's construction and renovation programs and refinancing of prior bonds and the original issue discount or premium are amortized to interest expense using the effective interest method over the repayment period of the bonds. The original issue discount or premium and debt issuance costs are presented as a reduction of long-term debt.

**Assets Whose Use is Limited or Restricted**

Assets whose use is limited or restricted include assets held by trustees under indenture agreements, pension and insurance obligations, 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.

**Net Assets With Donor Restrictions**

Gifts are reported as restricted support if they are received with donor stipulations that limit the use of donated assets. Donated investments, supplies and equipment are reported at fair value at the date of receipt. Unconditional promises to give cash and other assets are reported at fair value at the date of the receipt of the promise. When a donor restriction expires (when a stipulated time restriction ends or purpose restriction is accomplished), net assets with donor restrictions are reclassified as net assets without donor restrictions and reported in the statements of operations as either net assets released from restrictions (for noncapital related items) or as net assets released from restrictions used for capital purchases (capital related items). Some net assets with donor restrictions have been restricted by donors to be maintained by the System in perpetuity.

Except for contributions related to capital purchases, donor-restricted contributions whose restrictions are met within the same year as received are reported as contributions within net assets without donor restrictions in the accompanying consolidated financial statements.



**CMC HEALTHCARE SYSTEM, INC.****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

Years Ended September 30, 2020 and 2019

**2. Significant Accounting Policies (Continued)****Pledges Receivable**

Pledges receivable are recognized as revenue when the unconditional promise to give is made. Pledges expected to be collected within one year are recorded at their net realizable value. Pledges that are expected to be collected in future years are recorded at the present value of estimated future cash flows. The present value of estimated future cash flows is measured utilizing risk-free rates of return adjusted for market and credit risk established at the time a contribution is received.

**Investments and Investment Income**

Investments are carried at fair value in the accompanying consolidated balance sheets. See Note 8 for further discussion regarding fair value measurements. For 2020, investment income (including realized gains and losses on investments, interest and dividends) and the net change in unrealized gains and losses on equity securities, are included in the deficiency of revenues and gains over expenses in the accompanying consolidated statements of operations, unless the income or loss is restricted by donor or law. The change in net unrealized gains and losses on debt securities in 2020 and debt and equity securities in 2019 (prior to the effective date of ASU 2016-01 as discussed within the "Recent Accounting Pronouncements" section below) is reported as a separate component of the change in net assets without donor restrictions, except declines that are determined by management to be other than temporary, which are reported as an impairment charge (included in the deficiency of revenues and gains over expenses). No such losses were recorded in 2020 or 2019.

**Derivative Instruments**

Derivatives are recognized as either assets or liabilities in the consolidated balance sheets at fair value regardless of the purpose or intent for holding the instrument. Changes in the fair value of derivatives are recognized either in the deficiency of revenues and gains over expenses or net assets, depending on whether the derivative is speculative or being used to hedge changes in fair value or cash flows. See also Note 6.

**Beneficial Interest in Perpetual Trust**

The System is the beneficiary of trust funds administered by trustees or other third parties. Trusts wherein the System has the irrevocable right to receive the income earned on the trust assets in perpetuity are recorded as net assets with donor restrictions at the fair value of the trust at the date of receipt. Income distributions from the trusts are reported as investment income that increase net assets without donor restrictions, unless restricted by the donor. Annual changes in the fair value of the trusts are recorded as increases or decreases to net assets with donor restrictions.



**CMC HEALTHCARE SYSTEM, INC.**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

Years Ended September 30, 2020 and 2019

**2. Significant Accounting Policies (Continued)**

**Endowment, Investment and Spending Policies**

In accordance with the *Uniform Prudent Management of Institutional Funds Act* (UPMIFA), the System considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds: (a) the duration and preservation of the fund; (b) the purpose of the organization and the donor-restricted endowment fund; (c) general economic conditions; (d) the possible effect of inflation and deflation; (e) the expected total return from income and the appreciation of investments; (f) other resources of the organization; and (g) the investment policies of the organization.

Spending policies may be adopted by the System, from time to time, to provide a stream of funding for the support of key programs. The spending policies are structured in a manner to ensure that the purchasing power of the assets is maintained while providing the desired level of annual funding to the programs. The System currently has a policy allowing interest and dividend income earned on investments to be used for operations with the goal of keeping principal, including its appreciation, intact.

The System's investment policies provide guidance for the prudent and skillful management of invested assets with the objective of preserving capital and maximizing returns. The invested assets include endowment, specific purpose and board designated funds.

Endowment funds are identified as perpetual in nature, intended to provide support for current or future operations and other purposes identified by the donor. These funds are managed with disciplined longer-term investment objectives and strategies designed to accommodate relevant, reasonable, or probable events.

Specific purpose funds are temporary in nature, restricted as to time or purpose as identified by the donor or grantor. These funds have various intermediate/long-term time horizons associated with specific identified spending objectives.

Board designated funds have various intermediate/long-term time horizons associated with specific spending objectives as determined by the Board of Trustees.

Management of these assets is designed to maximize total return while preserving the capital values of the funds, protecting the funds from inflation and providing liquidity as needed. The objective is to provide a real rate of return that meets inflation, plus 4% to 5%, over a long-term time horizon.

The System targets a diversified asset allocation that places emphasis on achieving its long-term return objectives within prudent risk constraints.



## CMC HEALTHCARE SYSTEM, INC.

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Years Ended September 30, 2020 and 2019

**2. Significant Accounting Policies (Continued)***Performance Indicator*

Deficiency of revenues and gains over expenses is comprised of operating revenues and expenses and nonoperating gains and losses. For purposes of display, transactions deemed by management to be ongoing, major or central to the provision of health care services are reported as operating revenue and expenses. Peripheral or incidental transactions are reported as nonoperating gains or losses, which include contributions without donor restrictions, development costs, net investment income (including realized gains and losses on the sales of investments and, for 2020 and subsequent years, unrealized gains and losses on equity investments), net periodic pension costs (other than service cost), other nonoperating losses, and contributions to community agencies.

Prior to the adoption of ASU 2016-01 on October 1, 2019, unrealized gains and losses on equity securities, other than trading securities or losses considered other than temporary, were excluded from the performance indicator. Effective October 1, 2019, unrealized gains and losses on equity securities are recorded within the performance indicator in order to conform to ASU 2016-01.

*Federal Grant Revenue and Expenditures*

Revenues and expenses under federal grant programs are recognized as the related expenditure is incurred.

*Malpractice Loss Contingencies*

The System has a claims-made basis policy for its malpractice insurance coverage. A claims-made basis policy provides specific coverage for claims reported during the policy term. The System has established a reserve to cover professional liability exposure, which may not be covered by insurance. The possibility exists, as a normal risk of doing business, that malpractice claims in excess of insurance coverage may be asserted against the System. In the event a loss contingency should occur, the System would give it appropriate recognition in its consolidated financial statements in conformity with accounting standards. The System expects to be able to obtain renewal or other coverage in future years.

In accordance with ASU No. 2010-24, "Health Care Entities" (Topic 954): *Presentation of Insurance Claims and Related Insurance Recoveries*, at September 30, 2020 and 2019, the System recorded a liability of \$14,511,532 and \$13,252,269, respectively, related to estimated professional liability losses covered under this policy. At September 30, 2020 and 2019, the System also recorded a receivable of \$10,725,032 and \$9,584,019, respectively, related to estimated recoveries under insurance coverage for recoveries of the potential losses. These amounts are included in accrued pension and other liabilities, and intangible assets and other, respectively, on the consolidated balance sheets.



**CMC HEALTHCARE SYSTEM, INC.****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

Years Ended September 30, 2020 and 2019

**2. Significant Accounting Policies (Continued)****Workers' Compensation**

The System maintains workers' compensation insurance under a self-insured plan. The plan offers, among other provisions, certain specific and aggregate stop-loss coverage to protect the System against excessive losses. The System has employed independent actuaries to estimate the ultimate costs, if any, of the settlement of such claims. Accrued workers' compensation losses of \$2,722,156 and \$3,069,898 at September 30, 2020 and 2019, respectively, have been discounted at 1.25% and, in management's opinion, provide an adequate reserve for loss contingencies. At September 30, 2020, \$1,163,491 and \$1,558,665 is recorded within accounts payable and accrued expenses and accrued pension and other liabilities, respectively, in the accompanying consolidated balance sheets. The System has also recorded \$176,804 and \$329,062 within other current assets and intangible assets and other, respectively, in the accompanying consolidated balance sheets to limit the accrued losses to the retention amount at September 30, 2020. At September 30, 2019, \$1,397,510 and \$1,672,388 is recorded within accounts payable and accrued expenses and accrued pension and other liabilities, respectively, in the accompanying consolidated balance sheets. The System has also recorded \$258,107 and \$408,034 within other current assets and intangible assets and other, respectively, in the accompanying consolidated balance sheets to limit the accrued losses to the retention amount at September 30, 2019.

**Health Insurance**

The System has a self-funded health insurance plan. The plan is administered by an insurance company and the System has employed independent actuaries to estimate unpaid claims, and those claims incurred but not reported at fiscal year end. The System was insured above a stop-loss amount of \$738,000 and \$570,000 at September 30, 2020 and 2019, respectively, on individual claims. Estimated unpaid claims, and those claims incurred but not reported, at September 30, 2020 and 2019 of \$3,461,250 and \$2,334,000, respectively, are reflected in the accompanying consolidated balance sheets within accounts payable and accrued expenses.

**Functional Expense Allocation**

The costs of providing program services and other activities have been summarized on a functional basis in Note 11. Accordingly, costs have been allocated among program services and supporting services benefitted.

**Advertising Costs**

The System expenses advertising costs as incurred, and such costs totaled approximately \$917,000 and \$1,298,000 for the years ended September 30, 2020 and 2019, respectively.



## CMC HEALTHCARE SYSTEM, INC.

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Years Ended September 30, 2020 and 2019

**2. Significant Accounting Policies (Continued)****Recent Accounting Pronouncements**

In May 2014, the FASB issued ASU 2014-09, *Revenue from Contracts with Customers (Topic 606)*. The ASU supersedes the revenue recognition requirements in Topic 605 (Revenue Recognition) and most industry-specific guidance throughout the Industry Topics of Codification. The core principal of ASU 2014-09 is that an entity should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. The System adopted the new standard effective October 1, 2019 using the full retrospective method. The adoption of the new standard did not have an impact on the recognition of revenues for any periods prior to adoption. The most significant impact of adopting the new standard is the presentation of the consolidated statements of operations, where "patient service revenues" is presented net of estimated implicit and explicit price concession revenue deductions. The related presentation of "allowances for doubtful accounts" has also been eliminated from the consolidated balance sheets as a result of the adoption of the new standard.

In January 2016, the FASB issued ASU No. 2016-01, *Financial Instruments – Overall (Subtopic 825-10): Recognition and Measurement of Financial Assets and Financial Liabilities* (ASU 2016-01). ASU 2016-01 requires equity securities to be measured at fair value with changes in fair value recognized through the deficiency of revenues and gains over expenses unless restricted by law or donors. ASU 2016-01 was effective for the System on October 1, 2019 and has been applied on a prospective basis. As a result of adopting ASU 2016-01, unrealized gains and losses on equity securities have been included in investment income, net in the 2020 consolidated statement of operations. ASU 2016-01 did not impact the accounting for investments in debt securities. As such, unrealized gains and losses on debt securities continue to be excluded from the deficiency of revenue and gains over expenses and reflected within the change in net assets.

In June 2018, the FASB issued ASU No. 2018-08, *Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made* (ASU 2018-08). Due to diversity in practice, ASU 2018-08 clarifies the definition of an exchange transaction as well as the criteria for evaluating whether contributions are unconditional or conditional. ASU 2018-08 was effective for the System on October 1, 2019 and has been applied retrospectively to all periods presented. The adoption of ASU 2018-08 did not have a material impact on the System's consolidated financial statements.

In February 2016, the FASB issued ASU No. 2016-02, *Leases (Topic 842)*, which requires that lease arrangements longer than twelve months result in an entity recognizing an asset and liability. The pronouncement is effective for the System beginning October 1, 2022, with early adoption permitted. The guidance may be adopted retrospectively. The System is currently evaluating the impact this guidance will have on its consolidated financial statements.

In August 2018, the FASB issued ASU 2018-13, *Fair Value Measurement (Topic 820): Disclosure Framework – Changes to the Disclosure Requirements for Fair Value Measurement* (ASU 2018-13). The amendments in this ASU modify the disclosure requirements for fair value measurements for Level 3 assets and liabilities, and eliminate the requirement to disclose transfers between Levels 1 and 2 of the fair value hierarchy, among other modifications. ASU 2018-13 is effective for the System on October 1, 2020, with early adoption permitted. The System is currently evaluating the impact that ASU 2018-13 will have on its consolidated financial statements.



## CMC HEALTHCARE SYSTEM, INC.

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Years Ended September 30, 2020 and 2019

**2. Significant Accounting Policies (Continued)**

In September 2020, the FASB issued ASU No. 2020-07, *Not-for-Profit Entities (Topic 958): Presentation and Disclosures by Not-for-Profit Entities for Contributed Nonfinancial Assets*. ASU 2020-07 enhances the presentation of disclosure requirements for contributed nonfinancial assets. ASU 2020-07 requires entities to present contributed nonfinancial assets as a separate line item in the statement of operations and disclose the amount of contributed nonfinancial assets recognized within the statement of operations by category that depicts the type of contributed nonfinancial assets, as well as a description of any donor-imposed restrictions associated with the contributed nonfinancial assets and the valuation techniques used to arrive at a fair value measure at initial recognition. ASU 2020-07 is effective for the System for transactions in which they serve as the resource recipient beginning October 1, 2021, with early adoption permitted. The System is currently evaluating the impact of the pending adoption of ASU 2020-07 on its consolidated financial statements.

**Risks and Uncertainties**

On March 11, 2020, the World Health Organization declared the outbreak of coronavirus (COVID-19) a pandemic. Patient volumes and the related revenues for most services were significantly impacted in the last two weeks of March 2020 and continued to be impacted in the third and fourth quarters of fiscal 2020 as various policies were implemented by federal, state and local governments in response to the COVID-19 pandemic that have caused many people to remain at home and forced the closure of or limitations on certain businesses, as well as suspended elective procedures by health care facilities.

While some of these restrictions have been eased across the U.S. and the State of New Hampshire has lifted limitations on nonemergent procedures, some restrictions remain in place. While consolidated patient volumes and revenues experienced gradual improvement beginning in the latter part of April and continuing through the end of the fourth fiscal quarter, uncertainty still exists as the future is unpredictable. The System's pandemic response plan has multiple facets and continues to evolve as the pandemic unfolds. The System has taken precautionary steps to enhance its operational and financial flexibility, and react to the risks the COVID-19 pandemic presents on its operations, including the following:

- Implemented certain cost reduction initiatives;
- Issuance of a term loan totaling \$35,000,000 to help fund general working capital and liquidity needs (Note 6);
- Elected to defer payments on employer payroll tax incurred through December 31, 2020 as provided for under the Coronavirus Aid, Relief, and Economic Security ("CARES") Act;
- SPH obtained a \$618,500 Paycheck Protection Program (PPP) Loan established by the CARES Act (Note 6);
- Since the declaration of the pandemic, the System received approximately \$49.0 million of accelerated Medicare payments (Note 4), approximately \$17.4 million in general and targeted Provider Relief Fund distributions and \$7 million from the Governor's Office of Emergency Relief and Recovery (GOFERR), all as provided for under the CARES Act.



## CMC HEALTHCARE SYSTEM, INC.

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Years Ended September 30, 2020 and 2019

#### 2. Significant Accounting Policies (Continued)

The System believes the extent of the COVID-19 pandemic's adverse impact on operating results and financial condition has been and will continue to be driven by many factors, most of which are beyond control and ability to forecast. Such factors include, but are not limited to, the scope and duration of stay-at-home practices and business closures and restrictions, government-imposed or recommended suspensions of elective procedures, continued declines in patient volumes for an indeterminable length of time, increases in the number of uninsured and underinsured patients as a result of higher sustained rates of unemployment, incremental expenses required for supplies and personal protective equipment, and changes in professional and general liability exposure. Because of these and other uncertainties, the System cannot estimate the length or severity of the impact of the pandemic on its operations. Decreases in cash flows and results of operations may have an impact on the inputs and assumptions used in significant accounting estimates, including estimated implicit price concessions related to uninsured patient accounts, and professional and general liability reserves.

Distributions from the Provider Relief Fund and GOFERR are not subject to repayment, provided the System is able to attest to and comply with the terms and conditions of the funding, including demonstrating that the distributions received have been used for healthcare-related expenses or lost revenue attributable to COVID-19. Such payments are accounted for as government grants, and are recognized on a systematic and rational basis as other income once there is reasonable assurance that the applicable terms and conditions required to retain the funds will be met. Based on an analysis of the compliance and reporting requirements of the Provider Relief Fund and GOFERR and the impact of the pandemic on operating results through September 30, 2020, the System recognized approximately \$17.1 million related to these funds, which is recorded within other revenue in the consolidated statements of operations for the year ended September 30, 2020.

The CARES Act also provides for a deferral of payments of the employer portion of payroll tax incurred during the pandemic, allowing half of such payroll taxes to be deferred until December 2021, and the remaining half until December 2022. At September 30, 2020, the System had deferred approximately \$5.1 million of payroll taxes, which are recorded within accrued pension and other liabilities in the accompanying 2020 consolidated balance sheet.

Subsequent to year end, the System received an additional \$6.2 million from GOFERR and approximately \$4.1 million from the Provider Relief Fund. These payments are accounted for as government grants and are not subject to repayment, provided the System is able to comply with the conditions of the funding, including demonstrating that the distribution received has been used for healthcare-related expenses or lost revenue attributable to COVID-19. The System anticipates meeting the terms and conditions of these grants in the fiscal year ended September 30, 2021. No amounts related to these grants are reflected in these consolidated financial statements.

The System will continue to monitor compliance with the terms and conditions of the Provider Relief Fund, GOFERR grants, and other potential assistance programs and available grants, and the impact of the pandemic on revenues and expenses. If the System is unable to attest to or comply with current or future terms and conditions, the System's ability to retain some or all of the distributions received may be impacted.

#### Subsequent Events

Management of the System evaluated events occurring between the end of the System's fiscal year and February 23, 2021, the date the consolidated financial statements were available to be issued.



**CMC HEALTHCARE SYSTEM, INC.****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

Years Ended September 30, 2020 and 2019

**3. Financial Assets and Liquidity Resources**

Financial assets and liquidity resources available within one year for general expenditure, such as operating expenses, scheduled principal payments on debt, and capital construction costs, consisted of the following at September 30, 2020:

Cash and cash equivalents	\$151,551,269
Short-term investments	3,572,434
Accounts receivable	<u>62,791,576</u>
	<u>\$217,915,279</u>

To manage liquidity, the System maintains sufficient cash and cash equivalent balances to support daily operations throughout the year. Cash and cash equivalents include bank deposits, money market funds, and other similar vehicles that generate a return on cash and provide daily liquidity to the System. In addition, the System has board-designated assets that can be utilized at the discretion of management to help fund both operational needs and/or capital projects. As of September 30, 2020, the balance in board-designated assets was approximately \$118 million.

**4. Patient Service Revenues**

The System maintains contracts with the Social Security Administration ("Medicare") and the State of New Hampshire Department of Health and Human Services ("Medicaid"). The System is paid a prospectively determined fixed price for each Medicare and Medicaid inpatient acute care service depending on the type of illness or the patient's diagnosis related group classification. Capital costs and certain Medicare and Medicaid outpatient services are also reimbursed on a prospectively determined fixed price. The System receives payment for other Medicaid outpatient services on a reasonable cost basis which are settled with retroactive adjustments upon completion and audit of related cost finding reports. The percentage of patient service revenues earned from the Medicare and Medicaid programs was 36% and 4%, respectively, for the year ended September 30, 2020 and 37% and 5%, respectively, for the year ended September 30, 2019.

Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in patient service revenues in the year that such amounts become known. Such differences decreased patient service revenues by approximately \$1.3 million for the year ended September 30, 2020. There were no significant differences recorded for the year ended September 30, 2019. Settlements for the Medical Center have been finalized through 2016 for both Medicare and Medicaid.

Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. The System believes that it is in compliance with all applicable laws and regulations; compliance with such laws and regulations can be subject to future government review and interpretation as well as significant regulatory action including fines, penalties, and exclusion from the Medicare and Medicaid programs (Note 15).



## CMC HEALTHCARE SYSTEM, INC.

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Years Ended September 30, 2020 and 2019

**4. Patient Service Revenues (Continued)**

As discussed in Note 2, during fiscal year 2020, the System requested accelerated Medicare payments as provided for in the CARES Act, which allows for eligible health care facilities to request up to six months of advance Medicare payments for acute care hospitals or up to three months of advance Medicare payments for other health care providers. One year from the date of receipt of the advance payments (beginning April 2021) 25% of the advances will be recouped in the first eleven months. An additional 25% of the advances will be recouped in the next six months, with the entire amount repayable in 29 months. Any outstanding balance after 29 months is repayable at a 4% interest rate. During the third quarter of fiscal 2020, the System received approximately \$49.0 million from these accelerated Medicare payment requests, of which the current portion due within a year, totaling approximately \$6.7 million, is recorded under the caption "amounts payable to third-party payors" and the long-term portion, totaling approximately \$42.3 million, in the caption "accrued pension and other liabilities" in the accompanying consolidated balance sheet for the year ended September 30, 2020.

The System also maintains contracts with certain commercial carriers, health maintenance organizations, preferred provider organizations and state and federal agencies. The basis for payment under these agreements includes prospectively determined rates per discharge and per day, discounts from established charges and fee schedules. The System does not currently hold reimbursement contracts which contain financial risk components.

An estimated breakdown of patient service revenues by major payor sources is as follows for the years ended September 30:

	<u>2020</u>	<u>2019</u>
Private payor (includes coinsurance and deductibles)	\$232,469,236	\$252,405,283
Medicaid	16,137,362	22,733,653
Medicare	141,363,073	166,389,950
Self-pay	<u>1,189,251</u>	<u>2,584,032</u>
	<u>\$391,158,922</u>	<u>\$444,112,918</u>

**Medicaid Enhancement Tax and Disproportionate Share Payment**

Under the State of New Hampshire's (the State) tax code, the State imposes a Medicaid Enhancement Tax (MET) equal to 5.40% of the Medical Center's patient service revenues with certain exclusions. The amount of tax incurred by the Medical Center for the years ended September 30, 2020 and 2019 was \$22,054,486 and \$21,382,132, respectively.



**CMC HEALTHCARE SYSTEM, INC.****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

Years Ended September 30, 2020 and 2019

**4. Patient Service Revenues (Continued)**

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 in operating revenues and amounted to \$18,380,790 and \$22,566,094 for the years ended September 30, 2020 and 2019, respectively, net of reserves referenced below.

The Centers for Medicare and Medicaid Services (CMS) has completed audits of the State's program and the disproportionate share payments made by the State from 2011 through 2016, the first years that those payments reflected the amount of uncompensated care provided by New Hampshire hospitals. It is possible that subsequent years will also be audited by CMS. The System has recorded reserves to address its potential exposure based on the audit results to date or any future redistributions. During 2020 and 2019, the System reduced the recorded reserves by approximately \$725,000 and \$4,300,000, respectively.

**5. Property, Plant and Equipment**

The major categories of property, plant and equipment are as follows at September 30:

	Useful Lives	2020	2019
Land and land improvements	2-40 years	\$ 4,273,200	\$ 4,246,500
Buildings and improvements	2-40 years	140,967,192	137,678,182
Fixed equipment	3-25 years	47,221,433	47,021,894
Movable equipment	3-25 years	163,455,179	154,415,222
Construction in progress		<u>16,735,109</u>	<u>8,565,604</u>
		372,652,113	351,927,402
Less accumulated depreciation and amortization		<u>(225,009,569)</u>	<u>(208,816,039)</u>
Net property, plant and equipment		<u>\$ 147,642,544</u>	<u>\$ 143,111,363</u>

Depreciation expense amounted to \$16,209,730 and \$16,860,011 for the years ended September 30, 2020 and 2019, respectively.

The cost of equipment under capital leases was \$8,098,308 and \$7,844,527 at September 30, 2020 and 2019, respectively. Accumulated amortization of the leased equipment at September 30, 2020 and 2019 was \$7,936,171 and \$7,691,462, respectively. Amortization of assets under capital leases is included in depreciation and amortization expense.



## CMC HEALTHCARE SYSTEM, INC.

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Years Ended September 30, 2020 and 2019

6. Long-Term Debt and Notes Payable

Long-term debt consists of the following at September 30:

	<u>2020</u>	<u>2019</u>
New Hampshire Health and Education Facilities Authority (the Authority) Revenue Bonds:		
Series 2012 Bonds with interest ranging from 4.00% to 5.00% per year and principal payable in annual installments ranging from \$1,125,000 to \$1,665,000 through July 2032	\$ 17,045,000	\$ 19,800,000
Series 2015A Bonds with interest at a fixed rate of 2.27% per year and principal payable in annual installments ranging from \$185,000 to \$1,655,000 through July 2040	21,030,000	21,650,000
Series 2015B Bonds with variable interest subject to interest rate swap described below and principal payable in annual installments ranging from \$215,000 to \$665,000 through July 2036	7,855,000	8,060,000
Series 2017 Bonds with interest ranging from 3.38% to 5.00% per year and principal payable in annual installments ranging from \$2,900,000 to \$7,545,000 beginning in July 2033 through July 2044	<u>61,115,000</u>	<u>61,115,000</u>
	107,045,000	110,625,000
Construction loans – see below	10,888,150	3,513,632
MOB LLC note payable – see below	7,564,500	7,798,500
Term loan – see below	35,000,000	–
PPP loan – see below	618,500	–
Capitalized lease obligations	171,759	344,079
Unamortized original issue premiums/discounts	4,687,958	5,057,437
Unamortized debt issuance costs	<u>(1,395,445)</u>	<u>(1,296,818)</u>
	164,580,422	126,041,830
Less current portion	<u>(2,708,585)</u>	<u>(4,158,079)</u>
	<u>\$161,871,837</u>	<u>\$121,883,751</u>

The Authority Revenue Bonds

In December 2012, the Medical Center, in connection with the Authority, issued \$35,275,000 of tax-exempt fixed rate revenue bonds (Series 2012). Under the terms of the loan agreements, the Medical Center has granted the Authority a first collateralized interest in all gross receipts and a mortgage lien on existing and future property, plant and equipment. The proceeds of the Series 2012 bond issue were used to advance refund the remaining 2002A Bonds, advance refund certain 2002B Bonds, pay off a short term CAN note and fund certain capital purchases.



# CMC HEALTHCARE SYSTEM, INC.

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Years Ended September 30, 2020 and 2019

### 6. Long-Term Debt and Notes Payable (Continued)

On September 3, 2015, the Authority issued \$32,720,000 of Revenue Bonds, Catholic Medical Center Issue, Series 2015, consisting of the \$24,070,000 aggregate principal amount Series 2015A Bonds and the \$8,650,000 aggregate principal amount Series 2015B Bonds sold via direct placement to a financial institution. Although the Series 2015B Bonds were issued, they were not drawn on until July 1, 2016, as discussed below. Under the terms of the loan agreements, the Medical Center has granted the Authority a first collateralized interest in all gross receipts and a mortgage lien on existing and future property, plant and equipment.

The Series 2015A Bonds were issued to provide funds for the purpose of (i) advance refunding a portion of the outstanding 2006 Bonds in an amount of \$20,655,000 to the first call date of July 1, 2016, (ii) funding certain construction projects and equipment purchases in an amount of approximately \$3,824,000, and (iii) paying the costs of issuance related to the Series 2015 Bonds.

The Series 2015B Bonds were structured as drawdown bonds. On July 1, 2016, the full amount available under the Series 2015B Bonds totaling \$8,650,000 was drawn upon and the proceeds in combination with cash contributed by the Medical Center totaling \$555,000 were used to currently refund the remaining balance of the Series 2006 Bonds totaling \$9,205,000.

On September 1, 2017, the Authority issued \$61,115,000 of Revenue Bonds, Catholic Medical Center Issue, Series 2017. The Series 2017 Bonds were issued to fund various construction projects and equipment purchases, as well as pay certain costs of issuance related to the Series 2017 Bonds. Under the terms of the loan agreements, the Medical Center has granted the Authority a first collateralized interest in all gross receipts and a mortgage lien on existing and future property, plant and equipment.

The Medical Center has an agreement with the Authority, which provides for the establishment of various funds, the use of which is generally restricted to the payment of debt, as well as a construction fund related to the Series 2017 Bonds. These funds are administered by a trustee, and income earned on certain of these funds is similarly restricted.

#### Construction Loans

On July 1, 2019, the Medical Center established a nonrevolving line of credit up to \$10,000,000 with a bank in order to fund the expansion of the Medical Center as discussed in Note 15. The line of credit bears interest at the LIBOR lending rate plus 0.75% (0.91% at September 30, 2020). In the event LIBOR is discontinued while the agreement remains in place, a replacement rate will be assigned, as determined by the bank. Advances from the line of credit are available through July 1, 2021, at which time the then outstanding line of credit balance will automatically convert to a term loan. Upon conversion, the Medical Center shall make monthly payments of principal and interest, assuming a 30-year level monthly principal and interest payment schedule, with a final maturity of July 1, 2029. The bank shall compute the schedule of principal payments based on the interest rate applicable on the conversion date. Payments of interest only are due on a monthly basis until the conversion date. The Medical Center has pledged gross receipts as collateral. As of September 30, 2020 and 2019, the Medical Center has drawn \$9,999,979 and \$3,513,632 on this line of credit, respectively.



**CMC HEALTHCARE SYSTEM, INC.****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

Years Ended September 30, 2020 and 2019

**6. Long-Term Debt and Notes Payable (Continued)**

On March 20, 2020, the Medical Center established a second nonrevolving line of credit up to \$10,000,000 with a bank in order to further fund certain costs related to the expansion of the Medical Center. The line of credit bears interest at the LIBOR lending rate plus 0.75% (0.91% at September 30, 2020). In the event LIBOR is discontinued while the agreement remains in place, a replacement rate will be assigned, as determined by the bank. Advances from the line of credit are available through March 20, 2022, at which time the then outstanding line of credit balance will automatically convert to a term loan. Upon conversion, the Medical Center shall make monthly payments of principal and interest, assuming a 30-year level monthly principal and interest payment schedule, with a final maturity of March 20, 2030. The bank shall compute the schedule of principal payments based on the interest rate applicable on the conversion date. Payments of interest only are due on a monthly basis until the conversion date. The Medical Center has pledged gross receipts as collateral. As of September 30, 2020, the Medical Center has drawn \$888,171 on this line of credit.

**MOB LLC Note Payable**

On March 27, 2018, the MOB LLC (a subsidiary of Enterprises) refinanced an existing note payable to a term loan totaling \$8,130,000. Interest is fixed at 3.71% and is payable monthly. Principal payments of \$19,500 are due in monthly installments beginning May 1, 2018, and continuing until March 27, 2028, at which time the remaining unpaid principal and interest shall be due in full. Under the terms of the loan agreement, the Medical Center and MOB LLC (the Obligated Group) has granted the bank a first collateralized interest in all gross receipts and a mortgage lien on existing and future property, plant and equipment. The Medical Center and the System also guarantee the note payable. Subsequent to year end, the fixed interest rate on this note payable was modified to a fixed rate of 4.52%. All other payment terms remained the same.

**Term Loan**

On August 21, 2020, the Medical Center entered into a term loan with a bank totaling \$35,000,000 with the proceeds to be used for general working capital and liquidity purposes, as well as to pay the costs of issuance related to the term loan. Interest is fixed at 2.11%, and payments of interest only are due on a monthly basis through August 21, 2023, at which time the full principal amount outstanding is due, along with any accrued and unpaid interest. The Medical Center has pledged gross receipts as collateral, and the term loan is further secured by a mortgage until such time the aforementioned Authority bonds are no longer outstanding.



## CMC HEALTHCARE SYSTEM, INC.

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Years Ended September 30, 2020 and 2019

**6. Long-Term Debt and Notes Payable (Continued)****Payroll Protection Program (PPP) Loan**

On May 5, 2020, SPH entered into a promissory note for an unsecured loan in the amount of \$618,500 through the PPP established by the CARES Act and administered by the U.S. Small Business Administration (SBA). The PPP provides loans to qualifying businesses for amounts up to 2.5 times the average monthly payroll expenses of the qualifying business. The loan and accrued interest had original terms that were forgivable after eight weeks as long as the borrower used the loan proceeds for eligible purposes, including payroll, benefits, rent, and utilities, and maintains its payroll levels. The amount of loan forgiveness would be reduced if the borrower terminated employees or reduced salaries during the eight-week period. Certain modifications to PPP loan terms were signed into law in June 2020 that changed the forgiveness, covered period and forgiveness periods. The PPP loan was made for the purpose of securing funding for salaries and wages of employees that may have otherwise been displaced by the outbreak of COVID-19, and the resulting detrimental impact on SPH's operations.

SPH intends to use the proceeds for purposes consistent with the PPP. While SPH currently believes that its use of the loan proceeds will meet conditions for forgiveness of the loan, as of the date of issuance of these consolidated financial statements, there is no assurance that SPH will not take actions that could cause SPH to be ineligible for forgiveness of the loan, in whole or in part. The unforgiven portion of the PPP loan bears interest at 1%. PPP loans require repayment of any amounts not forgiven beginning at the later of (a) ten months following the covered period, as defined, or (b) when the SBA remits any amounts forgiven to the lender. The PPP loan may be prepaid at any time without penalty. SPH has accounted for the PPP loan in accordance with FASB ASC Topic 470 and included the full \$618,500 as debt in the consolidated balance sheet as of September 30, 2020.

The aggregate principal payments due on the revenue bonds, capital lease obligations and other debt obligations for each of the five years ending September 30 and thereafter are as follows:

2021	\$ 2,708,585
2022	3,715,605
2023	38,242,649
2024	3,335,528
2025	3,428,471
Thereafter	<u>109,857,071</u>
	<u>\$161,287,909</u>

Interest paid by the System totaled \$4,667,385 (including capitalized interest of \$48,613) for the year ended September 30, 2020 and \$4,688,512 (including capitalized interest of \$158,155) for the year ended September 30, 2019.

The fair value of the System's long-term debt is estimated using discounted cash flow analysis, based on the System's current incremental borrowing rate for similar types of borrowing arrangements. The fair value of the System's long-term debt, excluding capitalized lease obligations and the PPP loan, was approximately \$174,000,000 and \$128,000,000 at September 30, 2020 and 2019, respectively.



**CMC HEALTHCARE SYSTEM, INC.****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

Years Ended September 30, 2020 and 2019

**6. Long-Term Debt and Notes Payable (Continued)****Debt Covenants**

In conjunction with the revenue bonds, construction loans and term loan outlined above, the Medical Center is required to maintain a minimum debt service coverage ratio of 1.20. In conjunction with the MOB LLC note payable outlined above, the Obligated Group is also required to maintain a minimum debt service coverage ratio of 1.20. In anticipation of the potential impact of the COVID-19 pandemic on the System's operations as discussed in Note 2, the System entered into consent agreements with the various bank issuers involved to obtain a waiver of the debt service coverage ratio requirement for the fiscal year ending September 30, 2020, as well as for quarters ending December 31, 2020 and March 31, 2021 (the "affected period"). During the affected period, the various loan agreements were further modified to include a cash to debt requirement of 0.60. The Medical Center, as well as the Obligated Group for the MOB LLC note payable, was in compliance with this covenant as of September 30, 2020. Further, despite the waiver obtained, the Medical Center, as well as the Obligated Group for the MOB LLC note payable, were also in compliance with the minimum debt service coverage ratio as of September 30, 2020.

**Derivatives**

In January 2016, the Medical Center entered into an interest rate swap agreement with an initial notional amount of \$8,650,000 in connection with its Series 2015B Bond issuance. The swap agreement hedges the Medical Center's interest exposure by effectively converting interest payments from variable rates to a fixed rate. The swap agreement is designated as a cash flow hedge of the underlying variable rate interest payments, and changes in the fair value of the swap agreement are reported as a change in net assets without donor restrictions. Under this agreement, the Medical Center pays a fixed rate equal to 1.482%, and receives a variable rate of 69.75% of the one-month LIBOR rate (0.11% at September 30, 2020). In the event LIBOR is discontinued while the agreement remains in place, a replacement rate will be assigned, as determined by the bank. Payments under the swap agreement began August 1, 2016 and the agreement will terminate August 1, 2025.

The fair value of the Medical Center's interest rate swap agreement amounted to a liability of \$481,661 and \$220,010 as of September 30, 2020 and 2019, respectively, which amount has been recorded within accrued pension and other liabilities in the accompanying consolidated balance sheets. The decrease in the fair value of this derivative of \$261,651 and \$482,735, respectively, has been included within the consolidated statements of changes in net assets as a change in net assets without donor restrictions for the years ended September 30, 2020 and 2019.



**CMC HEALTHCARE SYSTEM, INC.****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

Years Ended September 30, 2020 and 2019

**7. Operating Leases**

The System has various noncancelable agreements to lease various pieces of medical equipment. The System also has noncancelable leases for office space and its physician practices. Rental expense under all leases for the years ended September 30, 2020 and 2019 was \$4,422,377 and \$4,847,292, respectively.

Estimated future minimum lease payments under noncancelable operating leases are as follows:

2021	\$ 3,664,910
2022	3,393,745
2023	3,371,911
2024	3,206,378
2025	2,897,394
Thereafter	<u>2,780,848</u>
	<u>\$19,315,186</u>

**8. Investments and Assets Whose Use is Limited**

Short-term investments and assets whose use is limited are comprised of the following at September 30:

	<u>2020</u>		<u>2019</u>	
	<u>Fair Value</u>	<u>Cost</u>	<u>Fair Value</u>	<u>Cost</u>
Cash and cash equivalents	\$ 26,439,851	\$ 26,439,851	\$ 16,988,051	\$ 16,988,051
U.S. federal treasury obligations	2,631,848	2,574,890	19,045,894	19,043,708
Marketable equity securities	49,734,005	44,589,576	44,292,283	41,130,117
Fixed income securities	40,706,741	40,136,827	38,160,610	38,096,345
Private investment funds	50,862,486	17,106,286	51,796,283	21,653,351
Pledges receivable	<u>5,993,624</u>	<u>5,993,624</u>	<u>758,184</u>	<u>758,184</u>
	<u>\$176,368,555</u>	<u>\$136,841,054</u>	<u>\$171,041,305</u>	<u>\$137,669,756</u>

Pledges receivable are due as follows at September 30:

	<u>2020</u>	<u>2019</u>
In one year or less	\$ 225,000	\$200,000
Between one and five years	<u>5,799,152</u>	<u>600,000</u>
	6,024,152	800,000
Less unamortized discount	<u>(30,528)</u>	<u>(41,816)</u>
	<u>\$5,993,624</u>	<u>\$758,184</u>



**CMC HEALTHCARE SYSTEM, INC.**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

Years Ended September 30, 2020 and 2019

**8. Investments and Assets Whose Use is Limited (Continued)**

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. In determining fair value, the use of various valuation approaches, including market, income and cost approaches, is permitted.

A fair value hierarchy has been established based on whether the inputs to valuation techniques are observable or unobservable. Observable inputs reflect market data obtained from sources independent of the reporting entity and unobservable inputs reflect the entity's own assumptions about how market participants would value an asset or liability based on the best information available. Valuation techniques used to measure fair value must maximize the use of observable inputs and minimize the use of unobservable inputs. The standard describes a fair value hierarchy based on three levels of inputs, of which the first two are considered observable and the last unobservable, that may be used to measure fair value.

The following describes the hierarchy of inputs used to measure fair value and the primary valuation methodologies used by the System for financial instruments measured at fair value on a recurring basis. The three levels of inputs are as follows:

Level 1 — Observable inputs such as quoted prices in active markets;

Level 2 — Inputs, other than the quoted prices in active markets, that are observable either directly or indirectly; and

Level 3 — Unobservable inputs in which there is little or no market data.

Assets and liabilities measured at fair value are based on one or more of three valuation techniques. The three valuation techniques are as follows:

- *Market approach* – Prices and other relevant information generated by market transactions involving identical or comparable assets or liabilities;
- *Cost approach* – Amount that would be required to replace the service capacity of an asset (i.e., replacement cost); and
- *Income approach* – Techniques to convert future amounts to a single present amount based on market expectations (including present value techniques).

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, 2020 and 2019.



**CMC HEALTHCARE SYSTEM, INC.**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

Years Ended September 30, 2020 and 2019

**8. Investments and Assets Whose Use is Limited (Continued)**

The following are descriptions of the valuation methodologies used:

**U.S. Federal Treasury Obligations and Fixed Income Securities**

The fair value is determined by using broker or dealer quotations, external pricing providers, or alternative pricing sources with reasonable levels of price transparency. The System holds fixed income mutual funds and exchange traded funds, governmental and federal agency debt instruments, municipal bonds, corporate bonds, and foreign bonds which are primarily classified as Level 1 within the fair value hierarchy.

**Marketable Equity Securities**

Marketable equity securities are valued based on stated market prices and at the net asset value of shares held by the System at year end, which generally results in classification as Level 1 within the fair value hierarchy.

**Private Investment Funds**

The System invests in private investment funds that consist primarily 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, 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 manager from time to time, usually monthly and/or quarterly.

System management is responsible for the fair value measurements of investments reported in the consolidated financial statements. Such amounts are generally determined using audited financial statements of the funds and/or recently settled transactions. Because of inherent uncertainty of valuation of certain private investment funds, 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 private investment funds at the consolidated balance sheet dates are reasonable.



## CMC HEALTHCARE SYSTEM, INC.

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Years Ended September 30, 2020 and 2019

8. Investments and Assets Whose Use is Limited (Continued)Fair Value on a Recurring Basis

The following table presents information about the System's assets and liabilities measured at fair value on a recurring basis based upon the lowest level of significant input to the valuations at September 30, 2020:

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
<u>Assets</u>				
Cash and cash equivalents	\$ 26,439,851	\$ —	\$ —	\$ 26,439,851
U.S. federal treasury obligations	2,631,848	—	—	2,631,848
Marketable equity securities	49,734,005	—	—	49,734,005
Fixed income securities	<u>40,706,741</u>	<u>—</u>	<u>—</u>	<u>40,706,741</u>
	<u>\$119,512,445</u>	<u>\$ —</u>	<u>\$ —</u>	119,512,445

Investments measured at net asset value:

Private investment funds 50,862,486

Total investments at fair value

\$170,374,931

Liabilities

Interest rate swap agreement \$ — \$ — \$481,661 \$ 481,661

Total investments, excluding pledges receivable, net, included the following as of September 30, 2020:

Short-term investments \$ 3,572,434

Assets whose use is limited 166,802,497

\$170,374,931

The following table presents information about the System's assets and liabilities measured at fair value on a recurring basis based upon the lowest level of significant input to the valuations at September 30, 2019:

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
<u>Assets</u>				
Cash and cash equivalents	\$ 16,988,051	\$ —	\$ —	\$ 16,988,051
U.S. federal treasury obligations	19,045,894	—	—	19,045,894
Marketable equity securities	44,292,283	—	—	44,292,283
Fixed income securities	<u>38,160,610</u>	<u>—</u>	<u>—</u>	<u>38,160,610</u>
	<u>\$118,486,838</u>	<u>\$ —</u>	<u>\$ —</u>	118,486,838

Investments measured at net asset value:

Private investment funds 51,796,283

Total investments at fair value

\$170,283,121

Liabilities

Interest rate swap agreement \$ — \$ — \$220,010 \$ 220,010



**CMC HEALTHCARE SYSTEM, INC.****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

Years Ended September 30, 2020 and 2019

**8. Investments and Assets Whose Use is Limited (Continued)**

Total investments, excluding pledges receivable, net, included the following as of September 30, 2019:

Short-term investments	\$ 4,021,270
Assets whose use is limited	<u>166,261,851</u>
	<u>\$170,283,121</u>

The following table presents the liabilities carried at fair value as of September 30, 2020 and 2019 that are classified within Level 3 of the fair value hierarchy.

	<u>Interest Rate Swap Agreement</u>
Balance at September 30, 2018	\$ 262,725
Unrealized losses	<u>(482,735)</u>
Balance at September 30, 2019	(220,010)
Unrealized losses	<u>(261,651)</u>
Balance at September 30, 2020	<u>\$(481,661)</u>

There were no significant transfers between Levels 1, 2 or 3 for the years ended September 30, 2020 or 2019.

**Net Asset Value Per Share**

The following table discloses the fair value and redemption frequency of those assets whose fair value is estimated using the net asset value per share practical expedient at September 30:

<u>Category</u>	<u>Fair Value</u>	<u>Unfunded Commitments</u>	<u>Redemption Frequency</u>	<u>Notice Period</u>
<b>2020</b>				
Private investment funds	\$50,862,486	\$ —	Daily/monthly	2-30 day notice
<b>2019</b>				
Private investment funds	\$48,155,175	\$ —	Daily/monthly	2-30 day notice
Private investment funds	3,641,108	—	Quarterly	30 day notice



**CMC HEALTHCARE SYSTEM, INC.**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**Years Ended September 30, 2020 and 2019**

**8. Investments and Assets Whose Use is Limited (Continued)**

**Investment Strategies**

**U.S. Federal Treasury Obligations and Fixed Income Securities**

The primary purpose of these investments is to provide a highly predictable and dependable source of income, preserve capital, reduce the volatility of the total portfolio, and hedge against the risk of deflation or protracted economic contraction.

**Marketable Equity Securities**

The primary purpose of equity investments is to provide appreciation of principal and growth of income with the recognition that this requires the assumption of greater market volatility and risk of loss. The total equity portion of the portfolio will be broadly diversified according to economic sector, industry, number of holdings and other characteristics, including style and capitalization. The System may employ multiple equity investment managers, each of whom may have distinct investment styles. Accordingly, while each manager's portfolio may not be fully diversified, it is expected that the combined equity portfolio will be broadly diversified.

**Private Investment Funds**

The primary purpose of private investment funds is to provide further portfolio diversification and to reduce overall portfolio volatility by investing in strategies that are less correlated with traditional equity and fixed income investments. Private investment funds may provide access to strategies otherwise not accessible through traditional equities and fixed income such as derivative instruments, real estate, distressed debt and private equity and debt.

**Fair Value of Other Financial Instruments**

Other financial instruments consist of accounts receivable, pledges receivable, accounts payable and accrued expenses, amounts payable to third-party payors and long-term debt. The fair value of all financial instruments other than long-term debt approximates their relative book values as these financial instruments have short-term maturities or are recorded at amounts that approximate fair value. See Note 6 for disclosure of the fair value of long-term debt.



## CMC HEALTHCARE SYSTEM, INC.

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Years Ended September 30, 2020 and 2019

9. Retirement Benefits

A reconciliation of the changes in the Catholic Medical Center Pension Plan, the Medical Center's Supplemental Executive Retirement Plan and the New Hampshire Medical Laboratories Retirement Income Plan projected benefit obligations and the fair value of assets for the years ended September 30, 2020 and 2019, and a statement of funded status of the plans for both years is as follows:

	Catholic Medical Center Pension Plan		Pre-1987 Supplemental Executive Retirement Plan		New Hampshire Medical Laboratories Retirement Income Plan	
	2020	2019	2020	2019	2020	2019
Changes in benefit obligations:						
Projected benefit obligations at beginning of year	\$ (322,354,937)	\$ (270,114,507)	\$ (4,060,910)	\$ (4,140,755)	\$ (3,151,251)	\$ (2,829,963)
Service cost	(1,500,000)	(1,500,000)	—	—	(20,000)	(25,000)
Interest cost	(9,916,373)	(11,301,910)	(103,480)	(154,744)	(86,108)	(114,026)
Benefits paid	8,975,011	7,935,050	402,974	408,853	180,887	173,921
Actuarial loss	(28,081,063)	(48,841,695)	(284,941)	(174,264)	(83,714)	(372,806)
Expenses paid	<u>1,512,055</u>	<u>1,468,125</u>	<u>—</u>	<u>—</u>	<u>16,840</u>	<u>16,623</u>
Projected benefit obligations at end of year	<u>(351,365,307)</u>	<u>(322,354,937)</u>	<u>(4,046,357)</u>	<u>(4,060,910)</u>	<u>(3,143,346)</u>	<u>(3,151,251)</u>
Changes in plan assets:						
Fair value of plan assets at beginning of year	189,347,537	185,414,590	—	—	2,126,777	2,140,827
Actual return on plan assets	13,874,454	5,194,931	—	—	155,283	56,327
Employer contributions	900,000	8,141,191	402,974	408,853	79,450	120,167
Benefits paid	(8,975,011)	(7,935,050)	(402,974)	(408,853)	(180,887)	(173,921)
Expenses paid	<u>(1,512,055)</u>	<u>(1,468,125)</u>	<u>—</u>	<u>—</u>	<u>(16,840)</u>	<u>(16,623)</u>
Fair value of plan assets at end of year	<u>193,634,925</u>	<u>189,347,537</u>	<u>—</u>	<u>—</u>	<u>2,163,783</u>	<u>2,126,777</u>
Funded status of plan at September 30	<u>\$ (157,730,382)</u>	<u>\$ (133,007,400)</u>	<u>\$ (4,046,357)</u>	<u>\$ (4,060,910)</u>	<u>\$ (979,563)</u>	<u>\$ (1,024,474)</u>
Amounts recognized in the balance sheets consist of:						
Current liability	\$ —	\$ —	\$ (391,845)	\$ (391,100)	\$ —	\$ —
Noncurrent liability	<u>(157,730,382)</u>	<u>(133,007,400)</u>	<u>(3,654,512)</u>	<u>(3,669,810)</u>	<u>(979,563)</u>	<u>(1,024,474)</u>
	<u>\$ (157,730,382)</u>	<u>\$ (133,007,400)</u>	<u>\$ (4,046,357)</u>	<u>\$ (4,060,910)</u>	<u>\$ (979,563)</u>	<u>\$ (1,024,474)</u>

The net loss for the defined benefit pension plans that will be amortized from net assets without donor restrictions into net periodic benefit cost over the next fiscal year is \$5,682,549.

The current portion of accrued pension costs included in the above amounts for the System amounted to \$391,845 and \$391,100 at September 30, 2020 and 2019, respectively, and has been included in accounts payable and accrued expenses in the accompanying balance sheets.

The amounts recognized in net assets without donor restrictions for the years ended September 30 consist of:

	Catholic Medical Center Pension Plan		Pre-1987 Supplemental Executive Retirement Plan		New Hampshire Medical Laboratories Retirement Income Plan	
	2020	2019	2020	2019	2020	2019
Amounts recognized in the balance sheets – total plan:						
Net assets without donor restrictions:						
Net loss	<u>\$ (184,255,049)</u>	<u>\$ (160,478,700)</u>	<u>\$ (2,283,807)</u>	<u>\$ (2,141,585)</u>	<u>\$ (1,911,183)</u>	<u>\$ (1,902,167)</u>
Net amount recognized	<u>\$ (184,255,049)</u>	<u>\$ (160,478,700)</u>	<u>\$ (2,283,807)</u>	<u>\$ (2,141,585)</u>	<u>\$ (1,911,183)</u>	<u>\$ (1,902,167)</u>



## CMC HEALTHCARE SYSTEM, INC.

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Years Ended September 30, 2020 and 2019

9. Retirement Benefits (Continued)

Net periodic pension cost includes the following components for the years ended September 30:

	Catholic Medical Center Pension Plan		Pre-1987 Supplemental Executive Retirement Plan		New Hampshire Medical Laboratories Retirement Income Plan	
	2020	2019	2020	2019	2020	2019
Service cost	\$ 1,500,000	\$ 1,500,000	\$ —	\$ —	\$ 20,000	\$ 25,000
Interest cost	9,916,373	11,301,910	103,480	154,744	86,108	114,026
Expected return on plan assets	(14,104,929)	(13,738,629)	—	—	(156,196)	(155,594)
Amortization of actuarial loss	<u>4,535,189</u>	<u>2,767,405</u>	<u>142,719</u>	<u>134,713</u>	<u>75,611</u>	<u>62,049</u>
Net periodic pension cost	<u>\$ 1,846,633</u>	<u>\$ 1,830,686</u>	<u>\$ 246,199</u>	<u>\$ 289,457</u>	<u>\$ 25,523</u>	<u>\$ 45,481</u>

Other changes in plan assets and benefit obligations recognized in net assets without donor restrictions for the years ended September 30, 2020 and 2019 consist of:

	Catholic Medical Center Pension Plan		Pre-1987 Supplemental Executive Retirement Plan		New Hampshire Medical Laboratories Retirement Income Plan	
	2020	2019	2020	2019	2020	2019
Net loss	\$ 28,311,854	\$ 57,388,232	\$ 284,941	\$ 174,264	\$ 84,627	\$ 472,073
Amortization of actuarial loss	<u>(4,535,189)</u>	<u>(2,767,405)</u>	<u>(142,719)</u>	<u>(134,713)</u>	<u>(75,611)</u>	<u>(62,049)</u>
Net amount recognized	<u>\$ 23,776,665</u>	<u>\$ 54,620,827</u>	<u>\$ 142,222</u>	<u>\$ 39,551</u>	<u>\$ 9,016</u>	<u>\$ 410,024</u>

The investments of the plans are comprised of the following at September 30:

	Target Allocation		Catholic Medical Center Pension Plan		Pre-1987 Supplemental Executive Retirement Plan		New Hampshire Medical Laboratories Retirement Income Plan	
	2020	2019	2020	2019	2020	2019	2020	2019
Cash and cash equivalents	5.0%	5.0%	3.8%	3.5%	0.0%	0.0%	3.8%	3.5%
Equity securities	65.0	65.0	64.6	68.5	0.0	0.0	64.6	68.5
Fixed income securities	20.0	20.0	26.2	24.6	0.0	0.0	26.2	24.6
Other	<u>10.0</u>	<u>10.0</u>	<u>5.4</u>	<u>3.4</u>	<u>0.0</u>	<u>0.0</u>	<u>5.4</u>	<u>3.4</u>
	<u>100.0%</u>	<u>100.0%</u>	<u>100.0%</u>	<u>100.0%</u>	<u>0.0%</u>	<u>0.0%</u>	<u>100.0%</u>	<u>100.0%</u>

The assumption for the long-term rate of return on plan assets has been determined by reflecting expectations regarding future rates of return for the investment portfolio, with consideration given to the distribution of investments by asset class and historical rates of return for each individual asset class.

The weighted-average assumptions used to determine the defined benefit pension plan obligations at September 30 are as follows:

	Catholic Medical Center Pension Plan		Pre-1987 Supplemental Executive Retirement Plan		New Hampshire Medical Laboratories Retirement Income Plan	
	2020	2019	2020	2019	2020	2019
Discount rate	2.57%	3.12%	1.77%	2.70%	2.22%	2.93%
Rate of compensation increase	N/A	N/A	N/A	N/A	N/A	N/A



**CMC HEALTHCARE SYSTEM, INC.****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

Years Ended September 30, 2020 and 2019

**9. Retirement Benefits (Continued)**

The weighted-average assumptions used to determine the defined benefit pension plan net periodic benefit costs for the years ended September 30 are as follows:

	<u>Catholic Medical Center Pension Plan</u>		<u>Pre-1987 Supplemental Executive Retirement Plan</u>		<u>New Hampshire Medical Laboratories Retirement Income Plan</u>	
	2020	2019	2020	2019	2020	2019
Discount rate	3.12%	4.23%	2.70%	3.93%	2.93%	4.10%
Rate of compensation increase	N/A	N/A	N/A	N/A	N/A	N/A
Expected long-term return on plan assets	7.30%	7.30%	N/A	N/A	7.30%	7.30%

The System expects to make employer contributions totaling \$8,068,000 to the Catholic Medical Center Pension Plan for the fiscal year ending September 30, 2021. Expected employer contributions to the Pre-1987 Supplemental Executive Retirement Plan and New Hampshire Medical Laboratories Retirement Income Plan for the fiscal year ending September 30, 2021 are not expected to be significant.

The benefits, which reflect expected future service, as appropriate, expected to be paid for the years ending September 30 are as follows:

	<u>Catholic Medical Center Pension Plan</u>	<u>Pre-1987 Supplemental Executive Retirement Plan</u>	<u>New Hampshire Medical Laboratories Retirement Income Plan</u>
2021	\$10,137,410	\$ 395,313	\$195,788
2022	10,938,462	378,344	195,084
2023	11,804,843	360,829	194,854
2024	12,549,170	342,785	191,853
2025	13,336,323	324,241	189,821
2026 - 2030	76,346,547	1,329,733	892,848

The System contributed \$900,000, \$402,974 and \$79,450 to the Catholic Medical Center Pension Plan, the Pre-1987 Supplemental Executive Retirement Plan and New Hampshire Medical Laboratories Retirement Income Plan, respectively, for the year ended September 30, 2020. The System contributed \$8,141,191, \$408,853 and \$120,167 to the Catholic Medical Center Pension Plan, the Pre-1987 Supplemental Executive Retirement Plan and New Hampshire Medical Laboratories Retirement Income Plan, respectively, for the year ended September 30, 2019. The System plans to make any necessary contributions during the upcoming fiscal 2021 year to ensure the plans continue to be adequately funded given the current market conditions.



**CMC HEALTHCARE SYSTEM, INC.****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

Years Ended September 30, 2020 and 2019

**9. Retirement Benefits (Continued)**

The following fair value hierarchy table presents information about the financial assets of the above plans measured at fair value on a recurring basis based upon the lowest level of significant input valuation as of September 30:

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
<b>2020</b>				
Cash and cash equivalents	\$ 7,404,411	\$ —	\$ —	\$ 7,404,411
Marketable equity securities	50,261,789	—	—	50,261,789
Fixed income securities	<u>51,332,484</u>	<u>—</u>	<u>—</u>	<u>51,332,484</u>
	<u>\$108,998,684</u>	<u>\$ —</u>	<u>\$ —</u>	108,998,684
Investments measured at net asset value:				
Private investment funds				<u>86,800,024</u>
Total investments at fair value				<u>\$195,798,708</u>
<b>2019</b>				
Cash and cash equivalents	\$ 6,607,245	\$ —	\$ —	\$ 6,607,245
Marketable equity securities	48,731,127	—	—	48,731,127
Fixed income securities	<u>47,028,757</u>	<u>—</u>	<u>—</u>	<u>47,028,757</u>
	<u>\$102,367,129</u>	<u>\$ —</u>	<u>\$ —</u>	102,367,129
Investments measured at net asset value:				
Private investment funds				<u>89,107,185</u>
Total investments at fair value				<u>\$191,474,314</u>

**10. Community Benefits**

The System rendered charity care in accordance with its formal charity care policy, which, at established charges, amounted to \$21,622,497 and \$22,670,908 for the years ended September 30, 2020 and 2019, respectively. Also, the System provides community service programs, without charge, such as the Medication Assistance Program, Community Education and Wellness, Patient Transport, and the Parish Nurse Program. The costs of providing these programs amounted to \$820,761 and \$977,697 for the years ended September 30, 2020 and 2019, respectively.



**CMC HEALTHCARE SYSTEM, INC.****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

Years Ended September 30, 2020 and 2019

**11. Functional Expenses**

The System provides general health care services to residents within its geographic location including inpatient, outpatient and emergency care. Expenses related to providing these services are as follows at September 30:

	<u>Healthcare Services</u>	<u>General and Administrative</u>	<u>Total</u>
<b>2020</b>			
Salaries, wages and fringe benefits	\$232,497,773	\$46,418,801	\$278,916,574
Supplies and other	130,099,534	40,862,275	170,961,809
New Hampshire Medicaid enhancement tax	22,054,486	—	22,054,486
Depreciation and amortization	9,775,267	6,446,667	16,221,934
Interest	<u>3,182,303</u>	<u>1,152,322</u>	<u>4,334,625</u>
	<u>\$397,609,363</u>	<u>\$94,880,065</u>	<u>\$492,489,428</u>
<b>2019</b>			
Salaries, wages and fringe benefits	\$241,819,757	\$42,827,203	\$284,646,960
Supplies and other	132,091,040	37,028,017	169,119,057
New Hampshire Medicaid enhancement tax	21,382,132	—	21,382,132
Depreciation and amortization	10,590,235	6,312,202	16,902,437
Interest	<u>3,178,047</u>	<u>1,045,999</u>	<u>4,224,046</u>
	<u>\$409,061,211</u>	<u>\$87,213,421</u>	<u>\$496,274,632</u>

The consolidated financial statements report certain expense categories that are attributable to more than one healthcare service or support function. Therefore, these expenses require an allocation on a reasonable basis that is consistently applied. Costs not directly attributable to a function, such as depreciation and interest, are allocated to a function based on square footage. Supporting activities that are not directly identifiable with one or more healthcare programs are classified as general and administrative. If it is impossible or impractical to make a direct identification, allocation of the expenses were made according to management's estimates. Employee benefits are allocated in accordance with the ratio of salaries and wages of the functional classes. Specifically identifiable costs are assigned to the function which they are identified to.



## CMC HEALTHCARE SYSTEM, INC.

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Years Ended September 30, 2020 and 2019

**12. Concentration of Credit Risk**

The System grants credit without collateral to its patients, most of whom are local residents and are insured under third-party payor agreements. The mix of receivables from patients and third-party payors is as follows at September 30:

	<u>2020</u>	<u>2019</u>
Medicare	39%	45%
Medicaid	10	12
Commercial insurance and other	24	24
Patients (self pay)	10	5
Anthem Blue Cross	<u>17</u>	<u>14</u>
	<u>100%</u>	<u>100%</u>

**13. Endowments and Net Assets With Donor Restrictions**Endowments

In July 2008, the State of New Hampshire enacted a version of UPMIFA (the Act). The new law, which had an effective date of July 1, 2008, eliminates the historical dollar threshold and establishes prudent spending guidelines that consider both the duration and preservation of the fund. As a result of this enactment, subject to the donor's intent as expressed in a gift agreement or similar document, a New Hampshire charitable organization may now spend the principal and income of an endowment fund, even from an underwater fund, after considering the factors listed in the Act.

Endowment net assets consist of the following at September 30:

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
<b>2020</b>			
Board-designated endowment funds	\$117,950,965	\$ —	\$117,950,965
Donor-restricted endowment funds:			
Original donor-restricted gift amount and amounts required to be maintained in perpetuity by donor	—	7,342,731	7,342,731
Accumulated investment gains	<u>—</u>	<u>3,340,810</u>	<u>3,340,810</u>
Total endowment net assets	<u>\$117,950,965</u>	<u>\$10,683,541</u>	<u>\$128,634,506</u>



**CMC HEALTHCARE SYSTEM, INC.****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

Years Ended September 30, 2020 and 2019

**13. Endowments and Net Assets With Donor Restrictions (Continued)**

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
<b>2019</b>			
Board-designated endowment funds	\$110,175,169	\$ —	\$110,175,169
Donor-restricted endowment funds:			
Original donor-restricted gift amount and amounts required to be maintained in perpetuity by donor	—	7,342,731	7,342,731
Accumulated investment gains	—	<u>2,902,160</u>	<u>2,902,160</u>
Total endowment net assets	<u>\$110,175,169</u>	<u>\$10,244,891</u>	<u>\$120,420,060</u>

Changes in endowment net assets consisted of the following for the years ended September 30:

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
Balance at September 30, 2018	\$107,832,023	\$10,426,818	\$118,258,841
Investment return (loss), net	1,909,136	(63,353)	1,845,783
Contributions	—	536,316	536,316
Appropriation for operations	—	(220,880)	(220,880)
Appropriation for capital	<u>434,010</u>	<u>(434,010)</u>	<u>—</u>
Balance at September 30, 2019	110,175,169	10,244,891	120,420,060
Investment return (loss), net	7,616,628	203,284	7,819,912
Contributions	—	861,295	861,295
Appropriation for operations	—	(466,761)	(466,761)
Appropriation for capital	<u>159,168</u>	<u>(159,168)</u>	<u>—</u>
Balance at September 30, 2020	<u>\$117,950,965</u>	<u>\$10,683,541</u>	<u>\$128,634,506</u>

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that the donor requires the Medical Center to retain as a fund of perpetual duration. There were no such deficiencies as of September 30, 2020 or 2019.



**CMC HEALTHCARE SYSTEM, INC.****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

Years Ended September 30, 2020 and 2019

**13. Endowments and Net Assets With Donor Restrictions (Continued)****Net Assets With Donor Restrictions**

Net assets with donor restrictions are available for the following purposes at September 30:

	<u>2020</u>	<u>2019</u>
Funds subject to use or time restrictions:		
Capital acquisitions	\$10,496,923	\$ 258,494
Health education	762,350	909,765
Indigent care	382,851	168,437
Pledges receivable	<u>5,993,624</u>	<u>758,184</u>
	17,635,748	2,094,880
Funds of perpetual duration	<u>9,360,210</u>	<u>9,150,011</u>
	<u>\$26,995,958</u>	<u>\$11,244,891</u>

**14. Investments in Joint Ventures**

AAS has a 44% ownership interest in the Bedford Ambulatory Surgical Center. AAS accounts for its investment in this joint venture under the equity method.

AAS has a 50% ownership interest in the Alliance Urgent Care Services, LLC. AAS accounts for its investment in this joint venture under the equity method.

The Medical Center, along with four other participating hospitals and Tufts Health Plan, formed Tufts Health Freedom Plan (THFP), a joint venture. THFP is a health insurance company which began operations as of January 1, 2016. The Medical Center had an approximate 12% ownership interest in this joint venture. During 2020, a stock purchase agreement was entered into by the participating hospitals to collectively sell their ownership in THFP. As a result of the sale, the Medical Center received approximately \$3.1 million in proceeds and recognized a gain on the sale of approximately \$743,000, which is reflected within investment income in the 2020 consolidated statement of operations.

Selected financial information relating to the above entities for the years ended September 30, 2020 and 2019 is not shown as such amounts are not significant to the consolidated financial statements.



**CMC HEALTHCARE SYSTEM, INC.**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

Years Ended September 30, 2020 and 2019

**15. Commitments and Contingencies**

**Litigation**

Various legal claims, generally incidental to the conduct of normal business, are pending or have been threatened against the System. The System intends to defend vigorously against these claims. While ultimate liability, if any, arising from any such claim is presently indeterminable, it is management's opinion that the ultimate resolution of these claims will not have a material adverse effect on the financial condition of the System.

**Regulatory**

The healthcare industry is subject to numerous laws and regulations of federal, state, and local governments. Government activity continues with respect to investigations and allegations concerning possible violations by health care providers of fraud and abuse statutes and regulations, which could result in the imposition of significant fines and penalties as well as significant repayments for patient services previously billed. Compliance with such laws and regulations are subject to government review and interpretations as well as regulatory actions unknown or unasserted at this time.

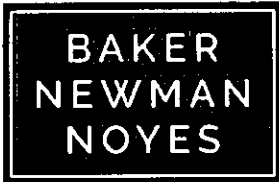
**Development Agreement**

During fiscal year 2019, the Medical Center entered into a development agreement with PJC Manchester Realty, LLC ("Rite Aid") in regards to the Medical Center's acquisition of certain property owned by Rite Aid. Pursuant to the development agreement, the Medical Center acquired certain property from Rite Aid for approximately \$6.9 million, inclusive of certain costs expected to be incurred to construct a new building that Rite Aid will own and occupy at a separate location. The purchase of the property from Rite Aid allows the Medical Center to expand its campus. Amounts paid under the development agreement are recorded by the Medical Center as land acquisition costs, and totaled approximately \$4.6 million at the end of fiscal year 2019.

During fiscal year 2020, the Medical Center completed the construction of the new Rite Aid building. The Medical Center certified delivery of the building on September 18, 2020 and transferred the building pursuant to a certain Transfer Agreement dated as of September 25, 2020 conveying all of its rights, title and interest in the Rite Aid building to Rite Aid.

There remains some deferred construction commitments at September 30, 2020 set forth in an amendment to the development agreement entered into on July 31, 2019, such as work on the parking area behind the Rite Aid building, a permanent island and landscaping which will be completed in future years. The cost estimates have not been completed but are estimated to be less than \$250,000 in total.





Baker Newman & Noyes LLC  
MAINE | MASSACHUSETTS | NEW HAMPSHIRE  
800.244.7444 | [www.bnn CPA.com](http://www.bnn CPA.com)

**INDEPENDENT AUDITORS' REPORT  
ON OTHER FINANCIAL INFORMATION**

Board of Trustees  
CMC Healthcare System, Inc.

We have audited the consolidated financial statements of CMC Healthcare System, Inc. (the System) as of and for the years ended September 30, 2020 and 2019, and have issued our report thereon, which contains an unmodified opinion on those consolidated financial statements. See page 1. Our audits were conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The consolidating information is presented for purposes of additional analysis rather than to present the financial position, results of operations and cash flows of the individual entities and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The consolidating information has been subjected to the auditing procedures applied in the audits of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

*Baker Newman & Noyes LLC*

Manchester, New Hampshire  
February 23, 2021



## CMC HEALTHCARE SYSTEM, INC.

## CONSOLIDATING BALANCE SHEET

September 30, 2020

ASSETS

	<u>Catholic Medical Center</u>	<u>Physician Practice Associates</u>	<u>Alliance Enterprises</u>	<u>Alliance Resources</u>	<u>Alliance Ambu- latory Services</u>	<u>Alliance Health Services</u>	<u>Doctors Medical Association</u>	<u>Saint Peter's Home</u>	<u>Elimi- nations</u>	<u>Consolidated</u>
Current assets:										
Cash and cash equivalents	\$145,233,907	\$ 91,674	\$ 2,953,724	\$ 1,372,044	\$ 674,016	\$ 272,941	\$ —	\$ 952,963	\$ —	\$151,551,269
Short-term investments	3,572,434	—	—	—	—	—	—	—	—	3,572,434
Accounts receivable	61,539,666	—	(1,517)	—	—	1,253,427	—	—	—	62,791,576
Inventories	4,836,875	—	—	—	—	—	—	—	—	4,836,875
Other current assets	<u>14,879,612</u>	<u>(3,967)</u>	<u>34,326</u>	<u>6,199</u>	<u>178,426</u>	<u>1,297,621</u>	<u>—</u>	<u>34,931</u>	<u>—</u>	<u>16,427,148</u>
Total current assets	230,062,494	87,707	2,986,533	1,378,243	852,442	2,823,989	—	987,894	—	239,179,302
Property, plant and equipment, net	124,241,261	—	8,338,298	14,131,864	—	46,093	—	885,028	—	147,642,544
Other assets:										
Intangible assets and other	11,121,094	—	—	—	5,997,671	—	—	—	—	17,118,765
Assets whose use is limited:										
Pension and insurance obligations	20,198,308	—	—	—	—	—	—	—	—	20,198,308
Board designated and donor restricted investments and restricted grants	143,624,053	6,921	—	—	—	—	—	7,621,827	—	151,252,801
Held by trustee under revenue bond agreements	<u>1,345,012</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>1,345,012</u>
	<u>165,167,373</u>	<u>6,921</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>7,621,827</u>	<u>—</u>	<u>172,796,121</u>
Total assets	<u>\$530,592,222</u>	<u>\$ 94,628</u>	<u>\$11,324,831</u>	<u>\$15,510,107</u>	<u>\$6,850,113</u>	<u>\$2,870,082</u>	<u>\$ —</u>	<u>\$9,494,749</u>	<u>\$ —</u>	<u>\$576,736,732</u>



LIABILITIES AND NET ASSETS

	<u>Catholic Medical Center</u>	<u>Physician Practice Associates</u>	<u>Alliance Enterprises</u>	<u>Alliance Resources</u>	<u>Alliance Ambu- latory Services</u>	<u>Alliance Health Services</u>	<u>Doctors Medical Association</u>	<u>Saint Peter's Home</u>	<u>Elimi- nations</u>	<u>Consolidated</u>
Current liabilities:										
Accounts payable and accrued expenses	\$ 55,166,060	\$ 134,933	\$ 228,227	\$ 35,962	\$ —	\$1,645,791	\$ —	\$ 141,203	\$ —	\$ 57,352,176
Accrued salaries, wages and related accounts	20,275,946	4,063,782	—	—	—	—	—	209,991	—	24,549,719
Amounts payable to third-party payors	21,159,306	—	—	—	—	—	—	—	—	21,159,306
Due to(from) affiliates	633,615	(599,463)	15,915	(117,393)	—	70,685	—	(3,359)	—	—
Current portion of long-term debt	<u>2,474,585</u>	<u>—</u>	<u>234,000</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>2,708,585</u>
Total current liabilities	99,709,512	3,599,252	478,142	(81,431)	—	1,716,476	—	347,835	—	105,769,786
Accrued pension and other liabilities, less current portion	228,490,557	12,733,466	996,968	71,606	—	336,402	—	—	—	242,628,999
Long-term debt, less current portion	<u>154,012,926</u>	<u>—</u>	<u>7,240,411</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>618,500</u>	<u>—</u>	<u>161,871,837</u>
Total liabilities	482,212,995	16,332,718	8,715,521	(9,825)	—	2,052,878	—	966,335	—	510,270,622
Net assets (deficit):										
Without donor restrictions	21,383,269	(16,238,090)	2,609,310	15,519,932	6,850,113	817,204	—	8,528,414	—	39,470,152
With donor restrictions	<u>26,995,958</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>26,995,958</u>
Total net assets (deficit)	<u>48,379,227</u>	<u>(16,238,090)</u>	<u>2,609,310</u>	<u>15,519,932</u>	<u>6,850,113</u>	<u>817,204</u>	<u>—</u>	<u>8,528,414</u>	<u>—</u>	<u>66,466,110</u>
Total liabilities and net assets	<u>\$530,592,222</u>	<u>\$ 94,628</u>	<u>\$11,324,831</u>	<u>\$15,510,107</u>	<u>\$6,850,113</u>	<u>\$2,870,082</u>	<u>\$ —</u>	<u>\$9,494,749</u>	<u>\$ —</u>	<u>\$576,736,732</u>



**CMC HEALTHCARE SYSTEM, INC.**  
**CONSOLIDATING STATEMENT OF OPERATIONS**  
Year Ended September 30, 2020

	Catholic Medical Center	Physician Practice Associates	Alliance Enterprises	Alliance Resources	Alliance Ambu- latory Services	Alliance Health Services	Doctors Medical Association	Saint Peter's Home	Eliminations	Consolidated
Patient service revenues	\$375,630,562	\$ —	\$ —	\$ —	\$ —	\$15,528,360	\$ —	\$ —	\$ —	\$391,158,922
Other revenue	29,651,099	19,130,225	1,996,534	1,571,269	1,139,618	1,223,656	88,019	3,088,245	(22,049,263)	35,839,402
Disproportionate share funding	<u>18,380,790</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>18,380,790</u>
Total revenues	423,662,451	19,130,225	1,996,534	1,571,269	1,139,618	16,752,016	88,019	3,088,245	(22,049,263)	445,379,114
Expenses:										
Salaries, wages and fringe benefits	218,459,139	59,686,240	20,000	—	—	16,441,151	—	3,268,132	(18,958,088)	278,916,574
Supplies and other	163,016,025	2,597,918	926,367	954,619	—	6,167,545	90,747	299,763	(3,091,175)	170,961,809
New Hampshire Medicaid enhancement tax	22,054,486	—	—	—	—	—	—	—	—	22,054,486
Depreciation and amortization	15,065,079	—	320,658	611,686	—	30,435	—	194,076	—	16,221,934
Interest	<u>4,030,869</u>	<u>—</u>	<u>303,756</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>4,334,625</u>
Total expenses	<u>422,625,598</u>	<u>62,284,158</u>	<u>1,570,781</u>	<u>1,566,305</u>	<u>—</u>	<u>22,639,131</u>	<u>90,747</u>	<u>3,761,971</u>	<u>(22,049,263)</u>	<u>492,489,428</u>
Income (loss) from operations	1,036,853	(43,153,933)	425,753	4,964	1,139,618	(5,887,115)	(2,728)	(673,726)	—	(47,110,314)
Nonoperating gains (losses):										
Investment income	9,411,269	27	—	—	1,252	—	—	389,270	—	9,801,818
Net periodic pension cost, other than service cost	(566,142)	(26,688)	(5,523)	—	—	—	—	—	—	(598,353)
Contributions without donor restrictions	1,337,194	—	—	—	—	—	—	—	—	1,337,194
Development costs	(570,636)	—	—	—	—	—	—	—	—	(570,636)
Other nonoperating loss	<u>(3,744,929)</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>(3,744,929)</u>
Total nonoperating gains, net	<u>5,866,756</u>	<u>(26,661)</u>	<u>(5,523)</u>	<u>—</u>	<u>1,252</u>	<u>—</u>	<u>—</u>	<u>389,270</u>	<u>—</u>	<u>6,225,094</u>
Excess (deficiency) of revenues over expenses	6,903,609	(43,180,594)	420,230	4,964	1,140,870	(5,887,115)	(2,728)	(284,456)	—	(40,885,220)
Unrealized appreciation on investments	13,723	—	—	—	—	—	—	—	—	13,723
Change in fair value of interest rate swap agreement	(261,651)	—	—	—	—	—	—	—	—	(261,651)
Assets released from restriction used for capital	159,168	—	—	—	—	—	—	—	—	159,168
Pension-related changes other than net periodic pension cost	(21,784,987)	(2,133,900)	(9,016)	—	—	—	—	—	—	(23,927,903)
Net transfers (to) from affiliates	<u>(43,158,906)</u>	<u>40,059,000</u>	<u>(920,550)</u>	<u>—</u>	<u>(1,625,000)</u>	<u>5,725,000</u>	<u>(79,544)</u>	<u>—</u>	<u>—</u>	<u>—</u>
Change in net assets without donor restrictions	<u><u>\$ (58,129,044)</u></u>	<u><u>\$ (5,255,494)</u></u>	<u><u>\$ (509,336)</u></u>	<u><u>\$ 4,964</u></u>	<u><u>\$ (484,130)</u></u>	<u><u>\$ (162,115)</u></u>	<u><u>\$ (82,272)</u></u>	<u><u>\$ (284,456)</u></u>	<u><u>\$ —</u></u>	<u><u>\$ (64,901,883)</u></u>



## CMC HEALTHCARE SYSTEM, INC.

## CONSOLIDATING BALANCE SHEET

September 30, 2019

ASSETS

	<u>Catholic Medical Center</u>	<u>Physician Practice Associates</u>	<u>Alliance Enterprises</u>	<u>Alliance Resources</u>	<u>Alliance Ambu- latory Services</u>	<u>Alliance Health Services</u>	<u>Doctors Medical Association</u>	<u>Saint Peter's Home</u>	<u>Elimi- nations</u>	<u>Consolidated</u>
Current assets:										
Cash and cash equivalents	\$ 47,897,010	\$ 2,391,045	\$ 3,445,644	\$ 705,932	\$ 603,153	\$ 222,020	\$ 75,443	\$ 909,243	\$ -	\$ 56,249,490
Short-term investments	4,021,270	-	-	-	-	-	-	-	-	4,021,270
Accounts receivable	78,067,491	-	(3,076)	-	-	1,258,227	-	-	-	79,322,642
Inventories	4,600,802	-	-	-	-	-	-	-	-	4,600,802
Other current assets	<u>12,780,425</u>	<u>(22,443)</u>	<u>14,433</u>	<u>65,943</u>	<u>-</u>	<u>1,335,176</u>	<u>-</u>	<u>24,689</u>	<u>-</u>	<u>14,198,223</u>
Total current assets	147,366,998	2,368,602	3,457,001	771,875	603,153	2,815,423	75,443	933,932	-	158,392,427
Property, plant and equipment, net	118,690,076	-	8,550,580	14,715,075	-	76,528	-	1,079,104	-	143,111,363
Other assets:										
Intangible assets and other	11,869,524	-	-	-	6,731,090	-	-	-	-	18,600,614
Assets whose use is limited:										
Pension and insurance obligations	18,832,810	-	-	-	-	-	-	-	-	18,832,810
Board designated and donor restricted investments and restricted grants	122,116,666	-	-	-	-	-	-	7,225,204	-	129,341,870
Held by trustee under revenue bond agreements	<u>18,845,355</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>18,845,355</u>
	<u>159,794,831</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>7,225,204</u>	<u>-</u>	<u>167,020,035</u>
Total assets	<u>\$437,721,429</u>	<u>\$ 2,368,602</u>	<u>\$12,007,581</u>	<u>\$15,486,950</u>	<u>\$7,334,243</u>	<u>\$2,891,951</u>	<u>\$ 75,443</u>	<u>\$9,238,240</u>	<u>\$ -</u>	<u>\$487,124,439</u>



LIABILITIES AND NET ASSETS

	Catholic Medical Center	Physician Practice Associates	Alliance Enterprises	Alliance Resources	Alliance Ambu- latory Services	Alliance Health Services	Doctors Medical Association	Saint Peter's Home	Elimi- nations	Consolidated
Current liabilities:										
Accounts payable and accrued expenses	\$ 36,870,043	\$ 101,896	\$ 116,826	\$ 14,945	\$ —	\$1,557,916	\$ 9,312	\$ 314,964	\$ —	\$ 38,985,902
Accrued salaries, wages and related accounts	18,604,407	4,256,637	—	—	—	—	—	112,434	—	22,973,478
Amounts payable to third-party payors	11,456,467	—	—	—	—	—	—	—	—	11,456,467
Due to (from) affiliates	991,062	(876,484)	33,830	(112,489)	—	(17,750)	(16,141)	(2,028)	—	—
Current portion of long-term debt	<u>3,924,079</u>	<u>—</u>	<u>234,000</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>4,158,079</u>
Total current liabilities	71,846,058	3,482,049	384,656	(97,544)	—	1,540,166	(6,829)	425,370	—	77,573,926
Accrued pension and other liabilities, less current portion	160,696,816	9,869,149	1,041,879	69,526	—	372,466	—	—	—	172,049,836
Long-term debt, less current portion	<u>114,421,351</u>	<u>—</u>	<u>7,462,400</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>121,883,751</u>
Total liabilities	346,964,225	13,351,198	8,888,935	(28,018)	—	1,912,632	(6,829)	425,370	—	371,507,513
Net assets (deficit):										
Without donor restrictions	79,512,313	(10,982,596)	3,118,646	15,514,968	7,334,243	979,319	82,272	8,812,870	—	104,372,035
With donor restrictions	<u>11,244,891</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>11,244,891</u>
Total net assets (deficit)	<u>90,757,204</u>	<u>(10,982,596)</u>	<u>3,118,646</u>	<u>15,514,968</u>	<u>7,334,243</u>	<u>979,319</u>	<u>82,272</u>	<u>8,812,870</u>	<u>—</u>	<u>115,616,926</u>
Total liabilities and net assets	<u>\$437,721,429</u>	<u>\$ 2,368,602</u>	<u>\$12,007,581</u>	<u>\$15,486,950</u>	<u>\$7,334,243</u>	<u>\$2,891,951</u>	<u>\$ 75,443</u>	<u>\$9,238,240</u>	<u>\$ —</u>	<u>\$487,124,439</u>



**CMC HEALTHCARE SYSTEM, INC.**  
**CONSOLIDATING STATEMENT OF OPERATIONS**  
Year Ended September 30, 2019

	Catholic Medical Center	Physician Practice Associates	Alliance Enterprises	Alliance Resources	Alliance Ambu- latory Services	Alliance Health Services	Doctors Medical Association	Saint Peter's Home	Eliminations	Consolidated
Patient service revenues less provision for doubtful accounts	\$428,511,924	\$ —	\$ —	\$ —	\$ —	\$15,600,994	\$ —	\$ —	\$ —	\$444,112,918
Other revenue	14,687,063	21,730,371	2,029,569	1,348,691	2,450,518	589,283	114,787	3,296,789	(24,636,486)	21,610,585
Disproportionate share funding	<u>22,566,094</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>22,566,094</u>
Total revenues	465,765,081	21,730,371	2,029,569	1,348,691	2,450,518	16,190,277	114,787	3,296,789	(24,636,486)	488,289,597
Expenses:										
Salaries, wages and fringe benefits	227,559,475	59,819,529	25,000	—	—	15,345,730	—	3,293,166	(21,395,940)	284,646,960
Supplies and other	161,282,151	2,859,148	829,215	886,058	—	6,095,729	129,091	278,211	(3,240,546)	169,119,057
New Hampshire Medicaid enhancement tax	21,382,132	—	—	—	—	—	—	—	—	21,382,132
Depreciation and amortization	15,741,819	—	310,579	613,839	—	34,602	—	201,598	—	16,902,437
Interest	<u>3,913,935</u>	<u>—</u>	<u>310,111</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>4,224,046</u>
Total expenses	429,879,512	62,678,677	1,474,905	1,499,897	—	21,476,061	129,091	3,772,975	(24,636,486)	496,274,632
Income (loss) from operations	35,885,569	(40,948,306)	554,664	(151,206)	2,450,518	(5,285,784)	(14,304)	(476,186)	—	(7,985,035)
Nonoperating gains (losses):										
Investment income	3,875,387	—	—	—	14,106	—	—	231,369	—	4,120,862
Net periodic pension cost, other than service cost	(595,606)	(24,537)	(20,481)	—	—	—	—	—	—	(640,624)
Contributions without donor restrictions	834,004	—	—	—	—	—	—	—	—	834,004
Development costs	(739,596)	—	—	—	—	—	—	—	—	(739,596)
Other nonoperating (loss) gain	<u>(3,153,699)</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>18,000</u>	<u>—</u>	<u>(3,135,699)</u>
Total nonoperating gains, net	220,490	(24,537)	(20,481)	—	14,106	—	—	249,369	—	438,947
Excess (deficiency) of revenues over expenses	36,106,059	(40,972,843)	534,183	(151,206)	2,464,624	(5,285,784)	(14,304)	(226,817)	—	(7,546,088)
Unrealized appreciation (depreciation) on investments	1,026,222	—	—	—	—	—	—	(114,052)	—	912,170
Change in fair value of interest rate swap agreement	(482,735)	—	—	—	—	—	—	—	—	(482,735)
Assets released from restriction used for capital	434,010	—	—	—	—	—	—	—	—	434,010
Pension-related changes other than net periodic pension cost	(51,110,160)	(3,550,218)	(410,024)	—	—	—	—	—	—	(55,070,402)
Net transfers (to) from affiliates	<u>(46,133,644)</u>	<u>42,163,000</u>	<u>120,167</u>	<u>700,000</u>	<u>(2,500,000)</u>	<u>5,650,000</u>	<u>—</u>	<u>477</u>	<u>—</u>	<u>—</u>
Change in net assets without donor restrictions	<u>\$ (60,160,248)</u>	<u>\$ (2,360,061)</u>	<u>\$ 244,326</u>	<u>\$ 548,794</u>	<u>\$ (35,376)</u>	<u>\$ 364,216</u>	<u>\$ (14,304)</u>	<u>\$ (340,392)</u>	<u>\$ —</u>	<u>\$ (61,753,045)</u>



**Catholic Medical Center  
Board of Trustees – 2021**

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603-663-6552 / [carrie.perry@cmc-nh.org](mailto:carrie.perry@cmc-nh.org)



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## SUMMARY OF QUALIFICATIONS

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- Registered nurse with over 4 years of administrative and management experience
- Energetic and highly motivated, able to prioritize daily tasks, learn quickly, multi-task effectively, with strong attention to detail
- Enthusiastic team player, excellent customer service & organizational skills
- Skilled at tactful and diplomatic interpersonal communication and conflict resolution
- Ability to adapt to changing environments and assist others as needed

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## EDUCATION

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<b>Master of Science, Nursing, Psychiatric Mental Health Nurse Practitioner</b>	Expected 2023
Walden University, Minneapolis, MN	
<b>Bachelor of Science, Nursing</b>	2016
Rivier University, Nashua, NH	
<b>Associate of Science, Nursing</b>	2013
Nashua Community College, Nashua, NH	

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## LICENSES AND CERTIFICATIONS

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Registered Nurse, State of New Hampshire compact, Licensure	Active: 067828-21
Registered Nurse, State of Massachusetts, Licensure	Active: RN2327413
American Heart Association BLS/CPR Certification	Current

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## EXPERIENCE

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<b>Practice Manager</b>	<b>2020-present</b>
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*The Doorway of Greater Manchester, Manchester NH*

- Collaborates with Sr Executive Director regularly on budget development, community involvement and program details
- Ensures staff are trained and fulfilling grant requirements for scope of work
- Participates in the recruiting of staff and preemptively foresees new position opportunities based on program trajectory
- Works in partnership and at the direction of the State of New Hampshire regarding the program and its guidelines.
- Creates policies and procedures to outline and give protocol to the program

<b>Clinical Operations Manager</b>	<b>2019-2019</b>
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*Southern New Hampshire Internal Medicine, Derry NH*

- Managed day to day operations of clinical practice throughout 3 internal medicine office locations, including 25 clinical support team members & 20 providers
- Coordinated staff and provider schedules, ensuring optimal coverage was met
- Processed payroll duties in a timely fashion
- Provided oversight and leadership to team leads, conducting regular staff and lead meetings
- Responsible for all aspects of staff recruitment, retention, and performance improvement
- Collaborated with the senior leadership team to determine best practices, desired outcomes, and best method of achieving outcomes
- Implemented initiatives to improve patient outcomes and quality metrics
- Served as principal resource for all operational matters, acting as a liaison between vendors and staff

<b>Massachusetts Regional Manager</b>	<b>2018-2019</b>
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*ConvenientMD Urgent Care, Eastern Massachusetts*

- Promoted to Regional Manager position to oversee growth of new clinics into Massachusetts



- Successfully coordinated the opening of 6 new clinics in the Massachusetts region (from Falmouth to Newburyport).
- Provided oversight of all operational aspects of the region including, budget (management and forecasting), vendor management, payroll, recruiting, staffing etc.
- Lead clinic opening conference calls weekly to monitor multi-departmental progress to ensure project remained on track for grand opening date.
- Responsible for preparing every new location for all pre-opening inspections from DPH & CLIA/Laboratory, meeting all necessary state regulations for operation.
- Collaborated with Practice Managers for semi-annual & annual CLIA and/or DPH inspections to ensure compliance.
- Coached and counseled a diverse staff comprised of over 100 clinic team members and 5 practice managers.
- Worked closely with Chief Operating Officer, Director of Compliance, Chief Medical Officer and Regional Medical Directors to drive clinic volume, quality and patient/team satisfaction.
- Prepared a monthly dashboard report to include all metrics aligning with company strategic goals (NPS, D2D, OT, staffing etc), noting key areas of improvement.
- Assisted in the implementation of new patient on-line check-in process across all locations.

### Practice Manager

2016-2018

#### *ConvenientMD Urgent Care, Nashua, NH*

- Provided oversight of the day-to-day operations, both in business and clinically, to the Urgent Care Clinic.
- Effectively managed a team of over 25 staff, including Medical Receptionists, Nurses, Paramedics, Radiology Techs, Medical Assistants & Providers (MD's, DO's, PA-C's & NP's).
- Promoted teamwork and helped ensure a positive and productive work environment, increasing employee engagement scores quarterly.
- Assured the clinic was open and appropriately staffed during regularly scheduled hours and special events and that all facilities and equipment are available, operational, safe, and clean.
- Developed the monthly staff schedule, reviewed timecards, and provided input to payroll calculation.
- Conducted all aspects of the recruitment of clinic team.
- Participated in the training/competency (business/clinical) and facilitated orientation of new employees.
- Conducted performance evaluations.
- Addressed performance and disciplinary issues resulting in increased staff morale and performance.
- Provided oversight of Clinical Lead & Administrative Lead in the management of all laboratory and clinical equipment and front desk processes & troubleshooting.
- Reviewed all clinical devices, logs, & QA/QC and compliance statistics as needed.
- Ensured compliance with all company, State and Federal regulations, OSHA, DHHS and Human Resource directives to include patient privacy initiatives as well as employee safety.
- Audit records to ensure compliance with company policies and procedures.
- Facilitated the annual DHHS licensing audit and attended all facility audits and inspections as applicable, including clinical inspections (CLIA etc)
- Gathered reports from multiple sources and prepared a monthly operational dashboard to submit to senior leadership, displaying clinic metrics.
- Participated in several marketing events, including arranging involvement in a multi-day event with over 40,000 attendees.
- Also responsible for many sales leads, event ideas, tours of the clinic, and more in partnership with our local Director of Community & Business Relations.
- Participated on several committees, including Clinical Education, Clinical Operations/Quality Improvement and was the Chair of the DocuTap (EMR) SuperUser Committee.

#### Amherst Family Practice, Amherst NH

June 2013-present

#### *Embedded Care Coordinator, Clinical Lead*



- Managed care for the non-complex patients of the primary care practice to promote effective education, self- management support, and timely health care delivery while collaborating with the interdisciplinary team to ensure the highest quality of care for the patient using the Patient Centered Medical Home model.
- Participated in NCQA Accreditation for which the practice received Level III Accreditation.
- Developed an MAT program (Vivitrol) in conjunction with BH NP, Primary Care and IT to provide additional access to addiction services for established patients.
- Collaborated with Behavioral Health NP to manage her panel of patients to assist with additional psychiatric services, triage, and scheduling
- Performed independent telephone triage to support a busy 5 provider family practice including, interview, assessment and disposition for the pediatric, adult and geriatric population while also supporting providers by completing all nurse visits, checking vital signs, conducting EKGs and providing face-to-face counseling for patients and families.
- Responsible for ordering vaccines, maintaining records and education of all staff on vaccines.
- Assisted in the coordination and management of patients currently on anti-coagulation therapy in compliance with current recommendations.

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## **VOLUNTEER EXPERIENCE**

Registered Nurse, Team Member

2015 & 2016

Medical Tent, Gate City Marathon, SNHHS

Tended to runners needing assistance with injuries or dehydration at event.

Caregiver

2014

Global Volunteers, Barlad, Romania

Spent 2 weeks in Romania in a children's hospital assisting with caring for the children. All the children we worked with were orphaned and had some aspect of disability (cognitive or physical). We were able to teach them new ways to do things, like color, eat or help them mobilize.

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## **REFERENCES AVAILABLE UPON REQUEST**

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TIMOTHY M. SOUCY, MPH

SUMMARY OF QUALIFICATIONS

- Senior Leadership Team Member, Catholic Medical Center
- 28-Year Manchester Health Department Employee, 12-Years as Public Health Director
- Recognized Public Health Leader in the City of Manchester and State of New Hampshire
- Experienced in Managing Employees, Budgets and Community Collaborations
- Lifelong Manchester, New Hampshire Resident

EDUCATION

- |                                  |          |   |
|----------------------------------|----------|---|
| ■ Master of Public Health Degree | May 1998 | Boston University School of Public Health |
| Boston, Massachusetts            |          | Concentration: Environmental Health       |
| ■ Bachelor of Science Degree     | May 1989 | University of Vermont                     |
| Burlington, Vermont              |          | Major: Biology                            |

PROFESSIONAL EXPERIENCE

8/20 – Present: Senior Executive Director – Support Services & Mission, Catholic Medical Center

Catholic Medical Center (CMC) is a nonprofit 330-bed acute-care hospital and regional health system based in Manchester, New Hampshire. The Senior Executive Director of Support Services and Mission oversees the delivery of CMC Support Services including Security, Telecommunications, Patient Transport, Food and Nutrition Services, Environmental Services, Facilities, Safety Officer, as well as Emergency Management and Project Management. In addition, the Senior Executive Director performs the duties of the Executive Director of Community Health & Mission as outlined below.

9/18 – 7/20: Executive Director - Community Health & Mission, Catholic Medical Center

The Executive Director of Community Health & Mission is responsible assessing, evaluating and prioritizing community needs and identifying CMC’s role in meeting these needs through the completion on the annual Community Benefit Report and the Community Health Implementation Plan. In addition, the Executive Director manages the delivery of CMC’s Community Health Services including Healthcare for the Homeless, Poisson Dental Facility, Medication Assistance Program, Breast and Cervical Cancer Screening Program, Veteran’s Care Coordination, 1115 Waiver -Integrated Delivery Network, The Doorway of Greater Manchester, Women’s Wellness and Fertility Clinic and the Office of Catholic Identity. The Executive Director rotates as the Administrator on Call for the hospital, serves on multiple hospital committees and acts as a liaison between the hospital and the Community.

12/06 – 8/18: Public Health Director, City of Manchester

The Public Health Director serves as the Chief Administrative Officer for the Manchester Health Department providing administrative oversight to all operations and activities including exclusive personnel responsibility, supervisory authority and budgetary authority. The Public Health Director oversees the routine assessment of the health of the community and recommends appropriate policies, ordinances and programs to improve the health of the community. The Public Health Director oversees



## **TIMOTHY M. SOUCY, MPH**

investigations, communicable disease control, environmental inspections and investigations necessary to protect the public health and is also responsible for the provision of school health services in Manchester. The Public Health Director serves as the CEO of the Manchester Health Care for the Homeless Program (330-h) and has overseen the AmeriCorps VISTA Program and Weed & Seed Strategy.

### **11/02 – 12/06: Public Health Preparedness Administrator, City of Manchester**

In addition to carrying out all of the functions as the Chief of Environmental Health, the Public Health Preparedness Administrator planned, directed and supervised all activities to assure local readiness, interagency collaboration, and preparedness for bioterrorism, outbreaks of infectious disease, and other public health emergencies. The Public Health Preparedness Administrator routinely participated in City Emergency Operations Center activations, sheltering operations and hospital preparedness activities.

### **08/94 – 11/02: Chief, Division of Environmental Health, City of Manchester**

The Chief of Environmental Health planned, directed and supervised all environmental health activities carried out within the City. Evaluated and recommended public health standards, ordinances and legislation. Advised governmental leaders, community representatives, and the general public on environmental health issues. Planned and conducted professional public health training programs. Coordinated epidemiological investigations for specific disease outbreaks. Supervised division staff and evaluated personnel performance.

### **02/90 - 08/94: Environmental Health Specialist / Sanitarian, City of Manchester**

The Environmental Health Specialist / Sanitarian performed duties related to a comprehensive environmental health program, including, but not limited to inspection of food service facilities, investigation of foodborne illnesses, inspection of institutional facilities, swimming pool inspections, indoor air quality investigations, inspections of septic systems, investigation of public health nuisances, and investigation of childhood lead poisoning cases.

### **HONORS, RECOGNITIONS, APPOINTMENTS AND PRESENTATIONS**

- Timothy M. Soucy Day in the City of Manchester, August 31, 2018
- Fellow, Kresge Foundation, Emerging Leader in Public Health, 2017-2018
- Robert Wood Johnson Foundation, Culture of Health Prize Award – City of Manchester, 2016
- Appointee, Network4Health Steering Committee, 2016 –Present
- Appointee, Governor's Advisory Board, State Innovation Model, 2015 –2017
- Graduate, Leadership Greater Manchester, Greater Manchester Chamber of Commerce, 2016
- Friend of Public Health Award, New Hampshire Public Health Association, 2015
- Presenter, NACCHO Survive and Thrive Leadership Graduation, 2013
- Appointee, New Hampshire Health Exchange Advisory Board, 2012 - 2016
- Poster Session, NACCHO Annual Conference, 2010
- Presenter, NALBOH Annual Conference, 2009
- Presented with Key to the City, Honorable Mayor Frank C. Guinta, 2009



## TIMOTHY M. SOUCY, MPH

- Vice-Chair, Survive & Thrive Workgroup, NACCHO, 2009 – 2013
- Fellow, Survive & Thrive, National Association of County & City Health Officials, 2008 – 2009
- Guest Lecturer, University of New Hampshire, MPH Program, Law School and Undergraduate Programs, 2006- Present
- Associate, Leadership New Hampshire, Class of 2005
- 40 Under Forty, The Union Leader & Business and Industry Association of NH, Class of 2004
- Appointee, Legislative Study Committee for Public Health and the Environment, 2000-2003
- Inductee, Delta Omega Honor Society, Boston University School of Public Health 1998

### **COMMUNITY and VOLUNTEER ACTIVITIES**

- Member, New Hampshire Guild of Catholic Healthcare Professionals, 2019 - Present
- New Hampshire Charitable Foundation, Manchester Regional Advisory Board, 2019 – Present
- City of Manchester Homeless Task Force, 2019
- Decade Knight, West High School Blue Knight Foundation, 2016 – Present
- Member, Manchester Historic Association, 2016 – Present
- Leadership Greater Manchester Steering Committee, Greater Manchester Chamber of Commerce, 2008 – Present
- Member, 100 Club of New Hampshire, 2008- Present
- Member, Board of Directors, Families in Transition, Housing Benefits, Inc., 2010 – 2019
- Volunteer, Dance Visions Network, 2007 - Present
- Health Department Campaign Coordinator & Leadership Donor, Granite United Way, 2008 – 18
- Member, Greater Manchester Mental Health Center CEO Search Committee, 2015
- Member, Manchester Community Health Center CEO Search Committee, 2013
- Member, Management Team, Manchester Homeless Day Center, 2012 - 2015
- Member, Board of Directors, Mental Health Center of Greater Manchester, 2008 – 2015 (Board Chair 2012-2014)
- Member, Seniors Count Collaborating Council, Easter Seals of New Hampshire, 2006 - 2014
- Member, Board of Directors, New Horizons for New Hampshire, 2004 – 2010 (Board President 2007-2009)
- Coach, Parker Varney Girls Basketball Team, 2004-2005
- Assistant Coach, Rising Stars Recreation Soccer League, 2002
- Assistant Coach, Manchester Angels Recreation Soccer League, 2001-2003
- Member, Advisory Council, Endowment for Health, Inc. 2000-2003
- Assistant Coach, Manchester West Junior Soccer League, 2000-2003
- Assistant Coach, Manchester West Junior Deb Softball League, 2000
- Member, Allocations Committee, United Way of Greater Manchester, 1998-2003



## TIMOTHY M. SOUCY, MPH

### CITY OF MANCHESTER ACTIVITIES

- Acting Director, City of Manchester Welfare Department, 2018
- Co-Chair, Mayor's Opioid Task Force, 2018
- Mentor, City of Manchester Leadership Academy, 2016 - 2018
- Appointee, City of Manchester 911 Ambulance Review Committee, 2013 - 2018
- Appointee, City of Manchester Enterprise Resource Planning Committee, 2012 – 2018
- Appointee, City of Manchester Labor / Management Committee, 2011 – 2018
- Appointee, City of Manchester Local Emergency Planning Committee, 2011 – 2018
- Appointee, City of Manchester Refugee and Immigrant Integration Task Force, 2010 - 2018
- Appointee, City of Manchester 10-Year Plan to End Homelessness, 2010 - 2018
- Appointee, City of Manchester Quality Council, 2008 – 2018
- Appointee, City of Manchester AFSCME Sick Leave Bank, 2006 - 2018

### CATHOLIC MEDICAL CENTER ACTIVITIES

- Millworks Condominium Association 2019 – Present (President 2020 – Present)
- Human Trafficking Committee, 2019- Present
- Behavioral Health Clinical Learning Collaborative, 2019 – Present
- CMC / DH Behavioral Health Integration Committee, 2019 – Present
- CMC Board of Directors, Ethics & Mission Committee, 2018 – Present
- Environment of Care Committee, 2018 – Present
- Cancer Committee, 2018 – Present
- Emergency Management Committee, 2018- Present
- Substance Use Disorder Strategy Group, 2018 – Present
- Wilson Street Condominium Association Board Member, 2018 – Present
- Lung Cancer Steering Committee, 2018 – Present
- POLST Advisory Committee, 2018 – Present
- Preventative Food Pantry Advisory Committee, 2018 – Present
- Ethics Consultative Committee, 2018- Present
- Gift of Heart Campaign 2018 -Present
- Holiday Turkey Distribution 2018 – Present

### CONTINUING EDUCATION

- National League of Cities - Mayor's Institute on Opioids, Boston, MA 2018
- CMC's Annual Summit on the Treatment of Opioid-dependent Patients and Pain, 2017, 2018
- 500 Cities: Local Data for Better Health, CDC Foundation, RWJ Foundation, 2016
- Culture of Health Prize Award Learning Event, Robert Wood Johnson Foundation, 2016
- Government Leaders Development Program, Tuck Executive Education at Dartmouth, 2016
- Roadmaps to Health Action Awards Convening, Robert Wood Johnson Foundation, 2016
- New Hampshire Department of Environmental Services, Educational Seminars, 2010 - 2016
- Avoid, Deny, Defend Training, City of Manchester Police Department, 2016



## TIMOTHY M. SOUCY, MPH

- Culture and Cultural Effectiveness, Southern New Hampshire AHEC, 2015
- American Public Health Association Annual Meeting, Boston, MA, 2013
- Reasonable Suspicion Supervisory Training, City of Manchester Human Resources, 2010
- ICS 300, MGT 313, Incident Management/Unified Command, Texas A&M, 2008
- MGT -100 WMD Incident Management/Unified Command Concept, Texas A&M, 2008
- ICS 100, ICS 200, US Department of Homeland Security, 2008
- Bi-State Primary Care Association, Primary Care Conference, 2007
- Public Health Preparedness Summit, National Association of City & County Health Officials, 2006
- National Incident Management Systems (NIMS), US Department of Homeland Security, 2005
- Healthcare Leadership & Administrative Decision-Making in Response to Weapons of Mass Destruction (WMD) Incidents, US Federal Emergency Management Agency, 2004
- Forensic Epidemiology, US Department of Justice & US Centers for Disease Control, 2003
- BioDefense Mobilization Conference, University of Washington, School of Public Health, 2002
- Emergency Response to Domestic Biological Incidents, US Department of Justice & LSU, 2001
- Financial Skills for Non-Financial Managers, University of New Hampshire, 2001
- National Environmental Health Association Annual Education Conference, NEHA, 2000
- Management Perspectives for Public Health Practitioners, US Centers for Disease Control, 2000
- Investigating Foodborne Illnesses, US Food & Drug Administration, 1999
- Environmental Health Risks to Children, US Environmental Protection Agency, 1998
- Food Microbiological Control, US Food & Drug Administration, 1998
- Computer Assisted Modeling for Emergency Operations, Harvard School of Public Health, 1997
- Local Radon Coordinators Network Training, NACCHO, 1996
- Introduction to Indoor Air Quality, US EPA & Harvard University, 1995
- Hazard Analysis & Critical Control Point (HACCP), US Food & Drug Administration, 1995
- Safety Measurement, Bloodborne Pathogens, Confined Space Entry, UNH, 1994
- Environmental Health Sciences, US Centers for Disease Control & Prevention, 1992
- Field Description of Soils, University of New Hampshire, 1992
- Kentucky Lead Training Workshop, Jefferson County Health Department, 1991
- Foodborne Disease Control, US Centers for Disease Control & Prevention, 1991
- Lead Paint Inspectors Course, PCG PRO-Tech Services, Massachusetts, 1990



**CONTRACTOR NAME**

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Nikki Desgagne	Practice Manager	\$73,440	100	\$73,440
Timothy Soucy	Sr. Executive Director	\$162,000	0	0



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Lori A. Shiblmette  
Commissioner

Katja S. Fox  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION FOR BEHAVIORAL HEALTH

129 PLEASANT STREET, CONCORD, NH 03301  
603-271-9544 1-800-852-3345 Ext. 9544  
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

January 19, 2021

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division for Behavioral Health, to **Retroactively** amend existing **Sole Source** contracts with the vendors listed in **bold** below to continue a statewide system of Doorways that provide access to substance use disorder treatment and recovery services and supports, by exercising renewal options by increasing the total price limitation by \$6,898,532 from \$27,125,987 to \$34,024,519 and by extending the completion dates from September 29, 2020 to September 29, 2021 effective retroactive to September 29, 2020 upon Governor and Council approval. 97.28% Federal and 2.72% Other Funds.

The individual contracts were approved by Governor and Council as specified in the table below.

Vendor Name	Vendor Code	Area Served	Current Amount	Increase/ (Decrease)	New Amount	G&C Approval
<b>Androscoggin Valley Hospital, Inc., Berlin, NH</b>	<b>177220 -B002</b>	Berlin	\$1,670,051	\$279,466	\$1,949,517	O: 10/31/18 Item #17A A1: 8/28/19 (Item #10) A2: 6/24/20 (Item #31)
<b>Concord Hospital, Inc., Concord, NH</b>	<b>177653 -B003</b>	Concord	\$2,272,793	\$416,001	\$2,688,794	O: 10/31/18 Item #17A A1: 8/28/19 (Item #10) A2: 6/24/20 (Item #31)
<b>Granite Pathways, Concord, NH</b>	<b>228900 -B001</b>	Concord	\$6,895,879	\$0	\$6,895,879	O: 10/31/18 (Item #17A) A1: 9/18/19, (Item #20)
<b>Littleton Regional Hospital, Littleton, NH</b>	<b>177162 -B011</b>	Littleton	\$1,713,805	\$446,884	\$2,160,689	O: 10/31/18 (Item #17A) A1: 9/18/19, (Item #20) A2: 6/24/20 (Item #31)



His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
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LRGHealthcare Laconia, NH	177161 -B006	Laconia	\$1,987,673	\$329,403	\$2,317,076	O: 10/31/18 (Item #17A) A1: 9/18/19, (Item #20) A2: 6/24/20 (Item #31)
Mary Hitchcock Memorial Hospital, Lebanon, NH	177651 -B001	Lebanon	\$4,349,314	\$0	\$4,349,314	O: 10/31/18 Item #17A A1: 11/14/19 (Item #11) A2: 9/18/19, (Item #20) A3: 6/24/20 (Item #31)
The Cheshire Medical Center, Keene, NH	155405 -B001	Keene	\$1,947,690	\$1,116,050	\$3,063,740	O: 10/31/18 (Item #17A) A1: 9/18/19, (Item #20) A2: 6/24/20 (Item #31)
Wentworth- Douglass, Hospital, Dover, NH	177187 -B001	Dover	\$2,769,452	\$1,339,947	\$4,109,399	O: 10/31/18 (Item #17A) A1: 9/18/19, (Item #20) A2: 6/24/20 (Item #31)
Catholic Medical Center, Manchester, NH	177240 -B003	Greater Manchester	\$1,948,342	\$2,970,781	\$4,919,123	O: 3/11/20 (Item #9A)
Southern New Hampshire Health System, Inc., Nashua, NH	177321 -R004	Greater Nashua	\$1,570,988	\$0	\$1,570,988	O: 3/11/20 (Item #9A)
		Total	\$27,125,987	\$6,898,532	\$34,024,519	

Funds are available in the following accounts for State Fiscal Year 2021, and are anticipated to be available in State Fiscal Years 2022, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

#### EXPLANATION

This request is **Retroactive** because sufficient funds in State Fiscal Year 2021 were not available in the operating budget considering the grant amount awarded, and due to delay by the Substance Abuse and Mental Health Services Administration in approving New Hampshire's requests for continued State Opioid Response Grant funding the efforts to add the state appropriations were deferred. This request is **Sole Source** because the contracts were originally approved as sole source and MOP 150 requires any subsequent amendments to be labelled as sole source.



His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 3 of 3

The purpose of this request is to continue providing services through the Doorways by utilizing unexpended funds from the first round of State Opioid Response funding, adding funding from the second round of State Opioid Response, and adding funding to address the needs of individuals with substance use disorders not covered under State Opioid Response.

Approximately 2,000 individuals will be served from September 30, 2020 to September 29, 2021.

The contractors will continue providing a network of Doorways to ensure every resident in New Hampshire has access to substance use disorder treatment and recovery services in person during typical business hours. Additionally, telephonic services for screening, assessment, and evaluations for substance use disorders are available through the Doorways 24 hours, seven (7) days a week, to ensure no one in New Hampshire has to travel more than 60 minutes to access services.

The Doorways' services provide resources to strengthen existing prevention, treatment, and recovery programs; ensure access to critical services to decrease the number of opioid-related deaths in New Hampshire; and promote engagement in the recovery process. Individuals with substance use disorders other than opioids or stimulants are also being seen and referred to the appropriate services by the Doorways.

The Department will monitor contracted services using the following methods:

- Monthly de-identified, aggregate data reports.
- Weekly and biweekly Doorway program calls.
- Regular review and monitoring of Government Performance and Results Act interviews and follow-ups through the Web Information Technology System database.

As referenced in Exhibit C-1 Revisions to Standard Contract Language, Paragraph 3. Renewals, or Exhibit A, Revisions to Standard Contract Provisions, Subsection 1 – Revisions to Form P-37, General Provisions, in the case of Catholic Medical Center and Southern New Hampshire Health System, Inc., of the original contracts the parties have the option to extend the agreements for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for one (1) of the two (2) years available.

Should the Governor and Council not authorize this request, individuals seeking treatment for opioid use disorder may experience difficulty navigating a complex system; may not receive the supports and clinical services they need; and may experience delays in receiving care that negatively impact recovery and increase the risk of relapse.

Areas served: Statewide.

Source of Funds: CFDA #93.788, FAIN #H79TI081685 and H79TI083326.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Lori A. Weaver  
Deputy Commissioner



DEPARTMENT OF HEALTH AND HUMAN SERVICES  
COMMUNITY MENTAL HEALTH CENTER CONTRACT AMENDMENTS  
SFY 2016 FINANCIAL DETAIL

03-95-82-920510-70400000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF HHS: BEHAVIORAL HEALTH DIV OF BUREAU OF DRUG & ALCOHOL SERVICES, STATE OPIOID RESPONSE GRANT 100% Federal Funds CFDA #93.788 FAIN H79T081685 and H79T083328

Androscoggin Valley

Vendor # 177220

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	\$ 619,850.00	\$ (385,600.00)	\$ 234,250.00
2020	102/500731	Contracts for Program Services	92057040	\$ 848,918.00	\$ (195,933.00)	\$ 652,985.00
2021	102/500731	Contracts for Program Services	92057040	\$ 201,283.00	\$ -	\$ 201,283.00
2021	102/500731	Contracts for Program Services	92057047	\$ -	\$ 181,000.00	\$ 181,000.00
2021	102/500731	Contracts for Program Services	92057048	\$ -	\$ 436,666.00	\$ 436,666.00
2022	102/500731	Contracts for Program Services	92057048	\$ -	\$ 218,333.00	\$ 218,333.00
		Sub Total		\$ 1,670,051.00	\$ 254,466.00	\$ 1,924,517.00

Concord

Vendor # 177653

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	\$ 710,746.00	\$ (447,973.00)	\$ 262,773.00
2020	102/500731	Contracts for Program Services	92057040	\$ 1,325,131.00	\$ -	\$ 1,325,131.00
2021	102/500731	Contracts for Program Services	92057040	\$ 236,916.00	\$ -	\$ 236,916.00
2021	102/500731	Contracts for Program Services	92057047	\$ -	\$ 166,000.00	\$ 166,000.00
2021	102/500731	Contracts for Program Services	92057048	\$ -	\$ 400,000.00	\$ 400,000.00
2022	102/500731	Contracts for Program Services	92057048	\$ -	\$ 200,000.00	\$ 200,000.00
		Sub Total		\$ 2,272,793.00	\$ 318,027.00	\$ 2,590,820.00

Chester

Vendor # 155405

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	\$ 615,100.00	\$ (3,813.00)	\$ 611,287.00
2020	102/500731	Contracts for Program Services	92057040	\$ 1,127,557.00	\$ -	\$ 1,127,557.00
2021	102/500731	Contracts for Program Services	92057040	\$ 205,033.00	\$ -	\$ 205,033.00
2021	102/500731	Contracts for Program Services	92057047	\$ -	\$ 229,925.00	\$ 229,925.00
2021	102/500731	Contracts for Program Services	92057048	\$ -	\$ 532,304.00	\$ 532,304.00
2022	102/500731	Contracts for Program Services	92057048	\$ -	\$ 266,152.00	\$ 266,152.00
		Sub Total		\$ 1,947,690.00	\$ 1,024,568.00	\$ 2,972,258.00



DEPARTMENT OF HEALTH AND HUMAN SERVICES  
COMMUNITY MENTAL HEALTH CENTER CONTRACT AMENDMENTS  
SFY 2016 FINANCIAL DETAIL

## Granite Pathways Manchester

Vendor #228900

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	\$ 1,331,471.00	\$ -	\$ 1,331,471.00
2020	102/500731	Contracts for Program Services	92057040	\$ 2,349,699.00	\$ -	\$ 2,349,699.00
2021	102/500731	Contracts for Program Services	92057040	\$ -	\$ -	\$ -
2021	102/500731	Contracts for Program Services	92057040	\$ -	\$ -	\$ -
2021	102/500731	Contracts for Program Services	92057040	\$ -	\$ -	\$ -
2022	102/500731	Contracts for Program Services	92057048	\$ -	\$ -	\$ -
		<b>Sub Total</b>		\$ 3,681,170.00	\$ -	\$ 3,681,170.00

## Granite Pathways Nashua

Vendor # 228900

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	\$ 1,348,973.00	\$ -	\$ 1,348,973.00
2020	102/500731	Contracts for Program Services	92057040	\$ 1,865,736.00	\$ -	\$ 1,865,736.00
2021	102/500731	Contracts for Program Services	92057040	\$ -	\$ -	\$ -
2021	102/500731	Contracts for Program Services	92057040	\$ -	\$ -	\$ -
2021	102/500731	Contracts for Program Services	92057040	\$ -	\$ -	\$ -
2022	102/500731	Contracts for Program Services	92057048	\$ -	\$ -	\$ -
		<b>Sub Total</b>		\$ 3,214,709.00	\$ -	\$ 3,214,709.00

## Littleton Regional

Vendor # 177162

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	\$ 627,250.00	\$ (388,115.00)	\$ 239,135.00
2020	102/500731	Contracts for Program Services	92057040	\$ 882,805.00	\$ -	\$ 882,805.00
2021	102/500731	Contracts for Program Services	92057040	\$ 203,750.00	\$ -	\$ 203,750.00
2021	102/500731	Contracts for Program Services	92057047	\$ -	\$ 175,000.00	\$ 175,000.00
2021	102/500731	Contracts for Program Services	92057048	\$ -	\$ 423,333.00	\$ 423,333.00
2022	102/500731	Contracts for Program Services	92057048	\$ -	\$ 211,666.00	\$ 211,666.00
		<b>Sub Total</b>		\$ 1,713,805.00	\$ 421,884.00	\$ 2,135,689.00

## LRGHealthcare

Vendor # 177161

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	\$ 615,000.00	\$ (115,000.00)	\$ 500,000.00
2020	102/500731	Contracts for Program Services	92057040	\$ 1,167,673.00	\$ (525,559.00)	\$ 642,114.00
2021	102/500731	Contracts for Program Services	92057040	\$ 205,000.00	\$ -	\$ 205,000.00
2021	102/500731	Contracts for Program Services	92057047	\$ -	\$ 178,000.00	\$ 178,000.00
2021	102/500731	Contracts for Program Services	92057048	\$ -	\$ 430,000.00	\$ 430,000.00
2022	102/500731	Contracts for Program Services	92057048	\$ -	\$ 215,000.00	\$ 215,000.00
		<b>Sub Total</b>		\$ 1,987,673.00	\$ 782,441.00	\$ 2,770,114.00



DEPARTMENT OF HEALTH AND HUMAN SERVICES  
COMMUNITY MENTAL HEALTH CENTER CONTRACT AMENDMENTS  
SFY 2016 FINANCIAL DETAIL

Mary Hitchcock

Vendor # 177180

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	\$ 1,390,247.00		\$ 1,390,247.00
2020	102/500731	Contracts for Program Services	92057040	\$ 2,575,109.00		\$ 2,575,109.00
2021	102/500731	Contracts for Program Services	92057040	\$ 383,958.00		\$ 383,958.00
2021	102/500731	Contracts for Program Services	92057047	\$ -		\$ -
2021	102/500731	Contracts for Program Services	92057048	\$ -		\$ -
2022	102/500731	Contracts for Program Services	92057048	\$ -		\$ -
		Sub Total		\$ 4,349,314.00	\$ -	\$ 4,349,314.00

Wentworth Douglass

Vendor # 177187

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	\$ 722,025.00	\$ (184,962.00)	\$ 537,063.00
2020	102/500731	Contracts for Program Services	92057040	\$ 1,806,752.00		\$ 1,806,752.00
2021	102/500731	Contracts for Program Services	92057040	\$ 240,675.00		\$ 240,675.00
2021	102/500731	Contracts for Program Services	92057047	\$ -	\$ 299,000.00	\$ 299,000.00
2021	102/500731	Contracts for Program Services	92057048	\$ -	\$ 691,360.00	\$ 691,360.00
2022	102/500731	Contracts for Program Services	92057048	\$ -	\$ 345,680.00	\$ 345,680.00
		Sub Total		\$ 2,769,452.00	\$ 1,151,078.00	\$ 3,920,530.00

Catholic Medical Center

Vendor # 177240

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	\$ -	\$ -	\$ -
2020	102/500731	Contracts for Program Services	92057040	\$ 1,223,728.00	\$ (878,709.00)	\$ 345,019.00
2021	102/500731	Contracts for Program Services	92057040	\$ 724,614.00	\$ -	\$ 724,614.00
2021	102/500731	Contracts for Program Services	92057047	\$ -	\$ 802,501.00	\$ 802,501.00
2021	102/500731	Contracts for Program Services	92057048	\$ -	\$ 1,846,000.00	\$ 1,846,000.00
2022	102/500731	Contracts for Program Services	92057048	\$ -	\$ 923,000.00	\$ 923,000.00
		Sub Total		\$ 1,948,342.00	\$ 2,692,791.00	\$ 4,641,134.00

Southern New Hampshire Health Systems, Inc.

Vendor # 177321

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	\$ -		\$ -
2020	102/500731	Contracts for Program Services	92057040	\$ 1,048,716.00		\$ 1,048,716.00
2021	102/500731	Contracts for Program Services	92057040	\$ 522,272.00		\$ 522,272.00
2021	102/500731	Contracts for Program Services	92057047	\$ -		\$ -
2021	102/500731	Contracts for Program Services	92057048	\$ -		\$ -
2022	102/500731	Contracts for Program Services	92057048	\$ -		\$ -
		Sub Total		\$ 1,570,988.00	\$ -	\$ 1,570,988.00
		Total SOR		\$ 27,125,987.00	\$ 6,045,256.00	\$ 33,171,243.00



DEPARTMENT OF HEALTH AND HUMAN SERVICES  
COMMUNITY MENTAL HEALTH CENTER CONTRACT AMENDMENTS  
SFY 2016 FINANCIAL DETAIL

05-95-92-920510-33820000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF  
DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)

Vendor # 177220

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2021	102/500731	Contracts for Program Services	92058501	\$ -	\$ 18,750.00	\$ 18,750.00
2022	102/500731	Contracts for Program Services	92058501	\$ -	\$ 6,250.00	\$ 6,250.00
		<b>Sub Total</b>		\$ -	\$ 25,000.00	\$ 25,000.00

Concord

Vendor # 177653

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2021	102/500731	Contracts for Program Services	92058501	\$ -	\$ 73,481.00	\$ 73,481.00
2022	102/500731	Contracts for Program Services	92058501	\$ -	\$ 24,493.00	\$ 24,493.00
		<b>Sub Total</b>		\$ -	\$ 97,974.00	\$ 97,974.00

Cheshire

Vendor # 155405

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2021	102/500731	Contracts for Program Services	92058501	\$ -	\$ 68,612.00	\$ 68,612.00
2022	102/500731	Contracts for Program Services	92058501	\$ -	\$ 22,870.00	\$ 22,870.00
		<b>Sub Total</b>		\$ -	\$ 91,482.00	\$ 91,482.00

Udell Regional

Vendor # 177182

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2021	102/500731	Contracts for Program Services	92058501	\$ -	\$ 18,750.00	\$ 18,750.00
2022	102/500731	Contracts for Program Services	92058501	\$ -	\$ 6,250.00	\$ 6,250.00
		<b>Sub Total</b>		\$ -	\$ 25,000.00	\$ 25,000.00

LRGHealthcare

Vendor # 177181

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2021	102/500731	Contracts for Program Services	92058501	\$ -	\$ 110,222.00	\$ 110,222.00
2022	102/500731	Contracts for Program Services	92058501	\$ -	\$ 36,740.00	\$ 36,740.00
		<b>Sub Total</b>		\$ -	\$ 146,962.00	\$ 146,962.00

Mary Hitchcock

Vendor # 177160

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2021	102/500731	Contracts for Program Services	92058501	\$ -	\$ -	\$ -
2022	102/500731	Contracts for Program Services	92058501	\$ -	\$ -	\$ -
		<b>Sub Total</b>		\$ -	\$ -	\$ -

Wentworth Douglass

Vendor # 177187

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2021	102/500731	Contracts for Program Services	92058501	\$ -	\$ 141,652.00	\$ 141,652.00
2022	102/500731	Contracts for Program Services	92058501	\$ -	\$ 47,217.00	\$ 47,217.00
		<b>Sub Total</b>		\$ -	\$ 188,869.00	\$ 188,869.00



DEPARTMENT OF HEALTH AND HUMAN SERVICES  
COMMUNITY MENTAL HEALTH CENTER CONTRACT AMENDMENTS  
SFY 2016 FINANCIAL DETAIL

Catholic Medical Center

Vendor # 177240

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2021	102/500731	Contracts for Program Services	92058501	\$ -	\$ 208,492.00	\$ 208,492.00
2022	102/500731	Contracts for Program Services	92058501	\$ -	\$ 69,497.00	\$ 69,497.00
		Sub Total		\$ -	\$ 277,989.00	\$ 277,989.00

Southern New Hampshire Health Systems, Inc.

Vendor # 177321

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2021	102/500731	Contracts for Program Services	92058501	\$ -		\$ -
2022	102/500731	Contracts for Program Services	92058501	\$ -		\$ -
		Sub Total		\$ -	\$ -	\$ -
		Total Gov Commission		\$ -	\$ 853,276.00	\$ 853,276.00
		Total All		\$ 27,125,987.00	\$ 6,898,532.00	\$ 34,024,519.00





**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**

**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the Access and Delivery Hub for Opioid Use Disorder Services Contract**

This 1<sup>st</sup> Amendment to the Access and Delivery Hub for Opioid Use Disorder Services contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Catholic Medical Center, (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 100 McGregor Street, Manchester, NH 03102.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on March 11, 2020 (Item #9A), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, and Exhibit A, Section 1, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement and increase the price limitation to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:  
September 29, 2021.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$4,919,123.
3. Modify Exhibit B, Scope of Services, by replacing in its entirety with Exhibit B Amendment #1, Scope of Services, in order to update all references to current funding sources and related requirements, which is attached hereto and incorporated by reference herein.
4. Modify Exhibit C, Payment Terms, by replacing in its entirety with Exhibit C Amendment #1, Payment Terms, in order to bring payment terms into compliance with current Department of Administrative Services Manual of Procedures standards, which is attached hereto and incorporated by reference herein.
5. Modify Exhibit C-1, Budget by reducing the total budget amount by \$878,709, which is identified as unspent funding of which \$802,501 is being carried forward to fund the activities in this Agreement for SFY 21 (September 30, 2020 through December 31, 2020), as specified in Exhibit C-3 Amendment #1 NCE and of which \$76,208 is being carried forward to fund the activities in this Agreement for SFY 21 (January 1, 2021 through June 30, 2021), as specified, in part, in Exhibit C-5 Amendment #1 SOR II.
6. Add Exhibit C-3 Amendment #1 NCE, which is attached hereto and incorporated by reference herein.
7. Add Exhibit C-4 Amendment #1 Gov Comm, which is attached hereto and incorporated by reference herein.
8. Add Exhibit C-5 Amendment #1 SOR II, which is attached hereto and incorporated by reference herein.
9. Add Exhibit C-6 Amendment #1 GovComm, which is attached hereto and incorporated by

Catholic Medical Center

Amendment #1

Contractor Initials



**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services.**

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reference herein.

10. Add Exhibit C-7 Amendment #1 SOR II, which is attached hereto and incorporated by reference herein.



**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**



All terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #1 remain in full force and effect. This amendment shall be effective retroactive to September 29, 2020, upon Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

12/16/2020

Date

DocuSigned by:

*Katja Fox*

Name: Katja Fox

Title: Director

Catholic Medical Center

12/15/2020

Date

DocuSigned by:

*Alex Walker*

Name: Alex Walker

Title: Chief operating officer



**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

**OFFICE OF THE ATTORNEY GENERAL**

12/17/2020

Date

DocuSigned by:

A handwritten signature in black ink, appearing to read "C. Pinos".

D5CA9202E32C4AE...

Name: Catherine Pinos

Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

**OFFICE OF THE SECRETARY OF STATE**

Date

Name:

Title:



**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**



**EXHIBIT B – Amendment #1**

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**Scope of Services**

**1. Provisions Applicable to All Services**

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. All Exhibits B Amendment #1 through K are attached hereto and incorporated by reference herein.

**2. Statement of Work**

- 2.1. The Contractor shall develop, implement and operationalize a regional Access and Delivery Hub for Opioid Use Disorder (from herein referred to as the "Doorway") for substance use disorder (SUD) treatment and recovery support service access in accordance with the terms and conditions approved by Substance Abuse and Mental Health Services Administration (SAMHSA) for the State Opioid Response (SOR) grant.
- 2.2. The Contractor shall provide residents in the Greater Manchester Region with access to referrals to SUD treatment and recovery support services and other health and social services.
- 2.3. The Contractor shall participate in technical assistance, guidance, and oversight activities, as directed by the Department, for continued development and enhancement of Doorway services.
- 2.4. The Contractor shall collaborate with the Department to assess capacity and resource needs, as evidenced by a feasibility and sustainability plan, to provide services either directly, or indirectly through a professional services agreement approved by the Department, that include, but are not limited to:
  - 2.4.1. Care coordination to support evidence-based medication assisted treatment (MAT) induction services consistent with the principles of the Medication First model.
  - 2.4.2. Coordination of outpatient and inpatient SUD services, in accordance with the American Society of Addiction Medicine (ASAM).

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**EXHIBIT B – Amendment #1**

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- 2.4.3. Coordination of services and support outside of Doorway operating hours specified in Paragraph 3.1.1., while awaiting intake with the Doorway.
  - 2.4.4. Expanding provisions for Core Doorway services to additional eligible SOR populations, as defined in Paragraph 4.2.1.
  - 2.5. The Contractor shall collaborate with the Department, throughout the contract period, to identify gaps in financial and staffing resources required in Section 5. Staffing.
  - 2.6. The Contractor shall ensure formalized coordination with 2-1-1 NH and other agencies and community-based programs that make up the components of the Doorway System to ensure services and supports are available to individuals after Doorway operating hours. The Contractor shall ensure coordination includes, but is not limited to:
    - 2.6.1. Establishing a Qualified Services Arrangement (QSA) or Memorandum of Understanding (MOU) for after hour services and supports, which includes but are not limited to:
      - 2.6.1.1. A process that ensures a client's preferred Doorway receives information on the client, outcomes, and events for continued follow-up.
      - 2.6.1.2. A process for sharing information about each client to allow for prompt follow-up care and supports, in accordance with applicable state and federal requirements, that includes but is not limited to:
        - 2.6.1.2.1. Any locations to which the client was referred for respite care or housing.
        - 2.6.1.2.2. Other services offered or provided to the client.
    - 2.6.2. Collaborating with the Department to:
      - 2.6.2.1. Implement a centralized closed loop referral system, utilizing the technology solution procured by the Department in order to improve care coordination and client outcomes.
      - 2.6.2.2. Develop a plan no later than December 2020 identifying timelines and requirements for implementing the closed loop referral system.
    - 2.6.3. Enabling the sharing of information and resources, which include, but are not limited to:
      - 2.6.3.1. Patient demographics.



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- 2.6.3.2. Referrals made, accepted, and outstanding.
- 2.6.3.3. Services rendered.
- 2.6.3.4. Identification of resource providers involved in each client's care.
- 2.7. The Contractor, with the assistance of the Department, shall establish formalized agreements to enroll and contract with:
  - 2.7.1. Medicaid Managed Care Organizations (MCO) to coordinate case management efforts on behalf of the client.
  - 2.7.2. Private insurance carriers to coordinate case management efforts on behalf of the client.
- 2.8. The Contractor shall create policies relative to obtaining patient consent for disclosure of protected health information, as required by state administrative rules and federal and state laws, for agreements reached with MCOs and private insurance carriers as outlined in Subsection 2.7.
- 2.9. The Contractor shall develop a Department-approved conflict of interest policy related to Doorway services and referrals to SUD treatment and recovery supports and services programs funded outside of this contract that maintains the integrity of the referral process and client choice in determining placement in care.
- 2.10. The Contractor shall participate in regularly scheduled learning and educational sessions with other Doorways that are hosted, and/or recommended, by the Department.
- 2.11. The Contractor shall convene or participate in regional community partner meetings to provide information and receive feedback regarding the Doorway services. The Contractor shall:
  - 2.11.1. Ensure regional community partners include, but are not limited to:
    - 2.11.1.1. Municipal leaders.
    - 2.11.1.2. Regional Public Health Networks.
    - 2.11.1.3. Continuum of Care Facilitators.
    - 2.11.1.4. Health care providers.
    - 2.11.1.5. Social services providers.
    - 2.11.1.6. Other stakeholders, as appropriate.
  - 2.11.2. Ensure meeting agendas include, but are not limited to:

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- 2.11.2.1. Receiving input on successes of services.
- 2.11.2.2. Sharing challenges experienced since the last regional community partner meeting.
- 2.11.2.3. Sharing methods and actions that can be taken to improve transitions and process flows.
- 2.11.3. Provide meeting minutes to partners and the Department no later than ten (10) days following each community partners meetings.
- 2.12. The Contractor shall inform the Department of the regional goals to be included in the future development of needs assessments the Contractor and its regional partners have during the contract period, including, but not limited to, goals pertaining to:
  - 2.12.1. Naloxone use.
  - 2.12.2. Enhanced coverage and services to enable reduced Emergency Room use.
  - 2.12.3. Reducing overdose related fatalities.

**3. Scope of Work for Doorway Activities**

- 3.1. The Contractor shall ensure that, unless an alternative schedule for the Doorway to meet the needs of the community is proposed and approved by the Department, the Doorway provides, in one (1) location, at a minimum:
  - 3.1.1. Hours of operation that includes:
    - 3.1.1.1. 8:00 am to 5:00 pm Monday through Friday.
    - 3.1.1.2. Expanded hours as agreed to by the Department.
  - 3.1.2. A physical location for clients to receive face-to-face services, ensuring any request for a change in location is submitted to the Department no later than thirty (30) days prior to the requested move for Department approval.
  - 3.1.3. Telehealth services consistent with guidelines set forth by the Department.
  - 3.1.4. Telephonic services for calls referred to the Doorway by 2-1-1 NH.
  - 3.1.5. Initial intake and screening to assess an individual's potential need for Doorway services.
  - 3.1.6. Crisis intervention and stabilization counseling services provided by a licensed clinician for any individual in an acute Opioid Use Disorder (OUD)-related crisis who requires immediate non-emergency intervention. If the



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individual is calling rather than physically presenting at the Doorway, the Contractor shall ensure services include, but are not limited to:

3.1.6.1. Directing callers to dial 911 if a client is in imminent danger or there is an emergency.

3.1.6.2. If the client is unable or unwilling to call 911, the Doorway shall immediately contact emergency or mobile crisis services.

3.1.7. Clinical evaluations that include:

3.1.7.1. Evaluations of all ASAM Criteria (ASAM, October 2013), domains.

3.1.7.2. A level of care recommendation based on ASAM Criteria (October 2013).

3.1.7.3. Identification of client strengths and resources that can be used to support treatment and recovery.

3.1.8. Development of a clinical service plan in collaboration with the client based on the clinical evaluation referenced in Subsection 3.1.8. The Contractor shall ensure the clinical service plan includes, but is not limited to:

3.1.8.1. Determination of an initial ASAM level of care.

3.1.8.2. Identification of any needs the client may have relative to supportive services including, but not limited to:

3.1.8.2.1. Physical health needs.

3.1.8.2.2. Mental health and other behavioral health needs.

3.1.8.2.3. Peer recovery support services needs.

3.1.8.2.4. Social services needs.

3.1.8.2.5. Criminal justice needs that include Corrections, Drug Court, and Division for Children, Youth, and Families (DCYF) matters.

3.1.8.3. A plan for addressing all areas of need identified in Paragraph 3.1.8. by determining goals that are patient-centered, specific, measurable, attainable, realistic, and timely (SMART goals).

3.1.8.4. Plans for referrals to external providers to offer interim services, when the level of care identified in Paragraph 3.1.8. is not available to the client within forty-eight (48) hours of service plan development, which are defined as:



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- 3.1.8.4.1. A minimum of one (1) sixty (60) minute individual or group outpatient session per week; and/or
- 3.1.8.4.2. Recovery support services, as needed by the client; and/or
- 3.1.8.4.3. Daily calls to the client to assess and respond to any emergent needs; and/or
- 3.1.8.4.4. Respite shelter while awaiting treatment and recovery services.
- 3.1.9. A staff person, which can be a licensed clinician, Certified Recovery Support Worker (CRSW), or other non-clinical support staff, capable of assisting specialty populations with accessing services that may have additional entry points to services or specific eligibility criteria. Specialty populations include, but are not limited to:
  - 3.1.9.1. Veterans and service members.
  - 3.1.9.2. Pregnant, postpartum, and parenting women.
  - 3.1.9.3. DCYF involved families.
  - 3.1.9.4. Individuals at-risk of or with HIV/AIDS.
  - 3.1.9.5. Adolescents.
- 3.1.10. Facilitated referrals to SUD treatment and recovery support and other health and social services, which shall include, but not be limited to:
  - 3.1.10.1. Developing and implementing adequate consent policies and procedures for client-level data sharing and shared care planning with external providers, in accordance with HIPAA and 42 CFR Part 2.
  - 3.1.10.2. Determining referrals based on the service plan developed in Paragraph 3.1.8.
  - 3.1.10.3. Assisting clients with obtaining services with the provider agency, as appropriate.
  - 3.1.10.4. Contacting the provider agency on behalf of the client, as appropriate.
  - 3.1.10.5. Assisting clients with meeting the financial requirements for accessing services including, but not limited to:



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3.1.10.5.1. Identifying sources of financial assistance for accessing services and supports.

3.1.10.5.2. Providing assistance with accessing financial assistance including, but not limited to:

3.1.10.5.2.1. Assisting the client with making contact with the assistance agency, as appropriate.

3.1.10.5.2.2. Contacting the assistance agency on behalf of the client, as appropriate.

3.1.10.5.2.3. Supporting the client in meeting the admission, entrance, and intake requirements of the assistance agency.

3.1.10.5.3. When no other payer is available, assisting clients with accessing services by maintaining a flexible needs fund specific to the Doorway region that supports clients who meet the eligibility criteria for assistance under a Department-approved Flexible Needs Fund Policy with their financial needs, which may include, but are not limited to:

3.1.10.5.3.1. Transportation for eligible clients to and from recovery-related medical appointments, treatment programs, and other locations;

3.1.10.5.3.2. Childcare to permit an eligible client who is a parent or caregiver to attend recovery-related medical appointments, treatment programs, and other appointments;

3.1.10.5.3.3. Payment of short-term housing costs or other costs necessary to remove financial barriers to obtaining or retaining safe housing, such as payment of security deposits or unpaid utility bills;

3.1.10.5.3.4. Provision of light snacks not to exceed three dollars (\$3.00) per eligible client;

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- 3.1.10.5.3.5. Provision of clothing appropriate for cold weather, job interviews, or work; and
  - 3.1.10.5.3.6. Other uses preapproved in writing by the Department.
  - 3.1.10.5.4. Assisting individuals in need of respite shelter resources while awaiting treatment and recovery services using available resources consistent with the Department's guidance. The Contractor shall:
    - 3.1.10.5.4.1. Collaborate with the Department on a respite shelter voucher guidance and related procedures to determine eligibility for respite shelter resources based on criteria that include but are not limited to confirming an individual is:
      - 3.1.10.5.4.1.1. A Doorway client;
      - 3.1.10.5.4.1.2. In need of respite shelter while awaiting treatment and recovery services; and
      - 3.1.10.5.4.1.3. In need of obtaining financial assistance to access short-term, temporary shelter.
  - 3.1.11. Continuous case management services which include, but are not limited to:
    - 3.1.11.1. Ongoing assessment of the clinical evaluation in Paragraph 3.1.8. for individuals to ensure the appropriate levels of care and supports identified are appropriate and revising the levels of care based on response to receiving interim services and supports.
    - 3.1.11.2. Ongoing assessment in collaboration or consultation with the client's external service provider(s) of necessary support services to address needs identified in the evaluation or by the client's service provider that may create barriers to the client entering and/or maintaining treatment and/or recovery.
    - 3.1.11.3. Supporting clients with meeting the admission, entrance, and intake requirements of the provider agency.

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- 3.1.11.4. Ongoing follow-up and support of clients engaged in services in collaboration or consultation with the client's external service provider(s) until a discharge Government Performance and Results Act (GPRA) interview is completed. The Contractor shall ensure follow-up and support includes, but is not limited to:
- 3.1.11.4.1. Attempting to contact each client at a minimum, once per week until the discharge GPRA interview is completed, according to the following guidelines:
- 3.1.11.4.1.1. Attempt the first contact by telephone, in person or by an alternative method approved by the Department at such a time when the client would normally be available.
- 3.1.11.4.1.2. If the attempt in Unit 3.1.12.4.1. is not successful, attempt a second contact, as necessary, by telephone, in person or by an alternative method approved by the Department at such a time when the client would normally be available no sooner than two (2) business days and no later than three (3) business days after the first attempt.
- 3.1.11.4.1.3. If the attempt in Subunit 3.1.12.4.1.2. is not successful, attempt a third contact, as necessary, by telephone, in person or by an alternative method approved by the Department at such a time when the client would normally be available, no sooner than two (2) business days and no later than three (3) business days after the second attempt.
- 3.1.11.4.1.4. Documenting all efforts of contact in a manner approved by the Department.
- 3.1.11.5. When the follow-up in Subparagraph 3.1.12.4. results in a determination that the individual is at risk of self-harm, the



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Contractor shall proceed in alignment with best practices for the prevention of suicide.

- 3.1.11.6. When possible, client contact and outreach shall be conducted in coordination and consultation with the client's external service provider to ensure continuous communication and collaboration between the Doorway and service provider.
- 3.1.11.7. Each successful contact shall include, but not be limited to:
  - 3.1.11.7.1.1. Inquiring on the status of each client's recovery and experience with their external service provider.
  - 3.1.11.7.1.2. Identifying client needs.
  - 3.1.11.7.1.3. Assisting the client with addressing needs, as identified in Part 3.1.11.5.3.
  - 3.1.11.7.1.4. Providing early intervention to clients who have relapsed or whose recovery is at risk.
- 3.1.11.8. Collecting and documenting attempts to collect client-level data at multiple intervals including, but not limited to ensuring the GPRA Interview tool is completed and entered into the SAMHSA's Performance Accountability and Reporting System (SPARS), at a minimum:
  - 3.1.11.8.1. At intake or no later than seven (7) calendar days after the GPRA interview is conducted.
  - 3.1.11.8.2. Six (6) months post intake into Doorway services.
  - 3.1.11.8.3. Upon discharge from the initially referred service.
- 3.1.11.9. Documenting any loss of contact in the SPARS system using the appropriate process and protocols as defined by SAMHSA through technical assistance provided under the SOR grant.
- 3.1.11.10. Ensuring contingency management strategies are utilized to increase client engagement in follow-up GPRA interviews, which may include, but are not limited to gift cards provided to clients for follow-up participation at each follow-up interview, which shall not exceed thirty dollars (\$30) in value, ensuring payments are not used to incentivize participation in treatment.

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- 3.1.11.11. Assisting individuals who are unable to secure financial resources, with enrollment in public or private insurance programs including but not limited to New Hampshire Medicaid, Medicare, and or waiver programs within fourteen (14) calendar days after intake.
- 3.1.11.12. Providing Naloxone purchase, distribution, information, and training to individuals and organizations who meet the eligibility criteria for receiving kits under the Department's Naloxone Distribution Policy.
- 3.2. The Contractor shall obtain consent forms from all clients served, either in-person, telehealth or other electronic means, to ensure compliance with all applicable state and federal confidentiality laws.
- 3.3. The Contractor shall provide services in accordance with:
  - 3.3.1. The twelve (12) Core Functions of the Alcohol and Other Drug Counselor.
  - 3.3.2. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice.
  - 3.3.3. The four (4) recovery domains, as described by the International Credentialing and Reciprocity Consortium.
  - 3.3.4. TIP 27: Comprehensive Case Management for Substance Abuse Treatment.
- 3.4. The Contractor shall have policies and procedures that allow them to accept referrals and evaluations from SUD treatment and other service providers that include the utilization of the closed loop referral system procured by the Department.
- 3.5. The Contractor shall provide information to all individuals seeking services on how to file a grievance in the event of dissatisfaction with services provided. The Contractor shall ensure each individual seeking services receives information on:
  - 3.5.1. The steps to filing an informal complaint with the Contractor, including the specific contact person to whom the complaint should be sent.
  - 3.5.2. The steps to filing an official grievance with the Contractor and the Department with specific instructions on where and to whom the official grievance should be addressed.
- 3.6. The Contractor shall provide written policies and the formalized agreements to the Department for review and approval within twenty (20) business days of the contract



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effective date and thereafter when new agreements are entered into, policies are adopted, or when information is requested by the Department that include, but not limited to:

- 3.6.1. Privacy notices and consent forms.
- 3.6.2. Conflict of interest and financial assistance documentation.
- 3.6.3. Shelter vouchers.
- 3.6.4. Referrals and evaluation from other providers.
- 3.6.5. Complaints.
- 3.6.6. Grievances.
- 3.6.7. Formalized agreements with community partners and other agencies that include, but are not limited to:
  - 3.6.7.1. 2-1-1 NH.
  - 3.6.7.2. Other Doorway partners.
  - 3.6.7.3. Providers and supports available after normal Doorway operating hours.

**4. Subcontracting for the Doorways**

- 4.1. The Doorway shall submit all subcontracts the Doorway proposes to enter into for services funded through this contract to the Department for approval prior to execution.
- 4.2. The Doorway may subcontract, with prior approval of the Department, for support and assistance in providing core Doorway services, which include:
  - 4.2.1. Screening;
  - 4.2.2. Assessment;
  - 4.2.3. Evaluation;
  - 4.2.4. Referral;
  - 4.2.5. Continuous case management;
  - 4.2.6. GPRA data completion; and
  - 4.2.7. Naloxone distribution.
- 4.3. The Doorway shall at all times be responsible for continuous oversight of, and compliance with, all Core Doorway services and shall be the single point of contact with the Department for those Core services.



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- 4.4. Any subcontract for support and assistance in providing Core Doorway services shall ensure that the patient experience is consistent across the continuum of Core Doorway services and the subcontracted entities and personnel are at all times acting, in name and in fact, as agents of the Doorway. The Doorway shall consolidate Core Doorway services, to the greatest extent practicable, in a single location.
- 4.5. The Doorway may collaborate with the Department to identify and obtain the services of an agent to handle the fiscal and administrative processes for payment of flexible needs funds, ensuring all uses of flexible needs funds are approved by the Doorway, in accordance with approved policies.

**5. Staffing**

- 5.1. The Contractor shall ensure staff during regular hours of operation includes, at a minimum:
  - 5.1.1. One (1) clinician with the ability to provide clinical evaluations for ASAM level of care placement, in-person or telephonically.
  - 5.1.2. One (1) CRSW with the ability to fulfill recovery support and care coordination functions.
  - 5.1.3. One (1) staff person, who can be a licensed clinician, CRSW, or other non-clinical support staff, capable of aiding specialty populations as outlined in Paragraph 3.1.7.
- 5.2. The Contractor shall ensure sufficient staffing levels appropriate for the services provided and the number of clients served based on available staffing and the budget established for the Doorway.
- 5.3. The Contractor may provide alternative staffing, either temporary or long-term, for Department approval, thirty (30) calendar days before making the change to staffing.
- 5.4. The Contractor shall ensure all unlicensed staff providing treatment, education or recovery support services are directly supervised by a licensed supervisor.
- 5.5. The Contractor shall ensure no licensed supervisor supervises more than twelve (12) unlicensed staff unless the Department has approved an alternative supervision plan.
- 5.6. The Contractor shall ensure peer clinical supervision is provided for all clinicians including, but not limited to:
  - 5.6.1. Weekly discussion of cases with suggestions for resources or alternative approaches.

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5.6.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision.

5.7. The Contractor shall ensure staff meet all training requirements, which may be satisfied through existing licensure requirements and/or Department-approved alternative training curriculums or certifications and include, but are not limited to:

5.7.1. For all clinical staff:

5.7.1.1. Suicide prevention and early warning signs.

5.7.1.2. The 12 Core Functions of the Alcohol and Other Drug Counselor.

5.7.1.3. The standards of practice and ethical conduct, with particular emphasis given to the individual's role and appropriate responsibilities, professional boundaries, and power dynamics.

5.7.1.4. An approved course on the twelve (12) core functions and The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice within twelve (12) months of hire.

5.7.1.5. A Department-approved ethics course within twelve (12) months of hire.

5.7.2. For recovery support staff and other non-clinical staff working directly with clients:

5.7.2.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee.

5.7.2.2. The standards of practice and ethical conduct, with particular emphasis given to the individual's role and appropriate responsibilities, professional boundaries, and power dynamics, and confidentiality safeguards in accordance with HIPAA and 42 CFR Part 2, and state rules and laws.

5.7.2.3. The four (4) recovery domains as described by the International Credentialing and Reciprocity Consortium

5.7.2.4. An approved ethics course within twelve (12) months of hire.

5.7.3. Ensuring all recovery support staff and clinical staff receive annual continuous education regarding SUD.

5.7.4. Providing in-service training to all staff involved in client care within fifteen (15) business days of the contract effective date, or the staff person's start date, on the following:

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- 5.7.4.1. The contract requirements.
- 5.7.4.2. All other relevant policies and procedures provided by the Department.
- 5.8. The Contractor shall provide staff, subcontractors, or end users as defined in Exhibit K with periodic training in practices and procedures to ensure compliance with information security, privacy or confidentiality in accordance with state administrative rules and state and federal laws.
- 5.9. The Contractor shall notify the Department in writing:
  - 5.9.1. Within one (1) week of hire of a new administrator, coordinator or any staff person essential to meeting the terms and conditions of this contract.
  - 5.9.2. Within seven (7) calendar days when there is not sufficient staffing to perform all required services for more than one (1) month.
- 5.10. The Contractor shall have policies and procedures, as approved by the Department, related to student interns to address minimum coursework, experience, and core competencies for those interns having direct contact with individuals served by this contract.
- 5.11. The Contractor shall ensure that student interns complete a Department-approved ethics course and a Department-approved course on the twelve (12) core functions as described in Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice within six (6) months of beginning their internship.
- 6. Records.
  - 6.1. The Contractor shall maintain the following records, to be provided to the Department upon request:
    - 6.1.1. Books, records, documents and other electronic or physical data evident of all expenses incurred, and all income received by the Contractor related to Exhibit A, Scope of Services.
    - 6.1.2. All records shall be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all costs and expenses, and are acceptable to the Department, 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.



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6.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, 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.

6.1.4. Medical records on each patient/recipient of services.

**7. Health Insurance Portability and Accountability Act and Confidentiality:**

7.1. The Contractor is a covered entity as defined under the Health Insurance Portability and Accountability Act (HIPAA), 45 CFR 160, 162 and 164, and shall comply with all confidentiality requirements and safeguards set forth in state and federal law and rules. The Contractor is also a SUD provider as defined under 42 CFR Part 2 and shall safeguard confidential information as required. The Contractor shall ensure compliance with all consent and notice requirements prohibiting the redisclosure of confidential information in accordance with 42 CFR Part 2.

7.2. All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the disclosure of any protected health information shall be in accordance with the regulatory provisions of HIPAA, 42 CFR Part 2, and applicable state and federal laws and rules. Further, the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, their attorney or guardian. Notwithstanding anything to the contrary contained herein, the covenants and conditions contained in this Section 7. of Exhibit A, Scope of Services shall survive the termination of the Contract for any reason whatsoever.

**8. Reporting Requirements.**

8.1. The Contractor shall comply with all aspects of the Department of Health and Human Services Bureau of Quality Assurance and Improvement Sentinel Event Reporting and Review Policy PO.1003 (referred to as PO. 1003), effective April 24, 2019, and any subsequent versions and/or amendments.

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**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**



**EXHIBIT B – Amendment #1**

- 8.2. The Contractor shall report to the Department of Health and Human Services Bureau of Drug and Alcohol Services within twenty-four (24) hours and follow up with written documentation submitted to the Bureau of Quality Assurance and Improvement within seventy-two (72) hours, as specified in PO.1003, any sentinel event that occurs with any individual who is receiving services under this contract. This does not replace the responsibility of the Contractor's responsibility to notify the appropriate authority if the Contractor suspects a crime has occurred.
- 8.3. The Contractor shall provide any information requested by the Department as follow up to a sentinel event report, or to complete a sentinel event review, with or without involvement in a requested sentinel event review.
- 8.4. The Contractor shall submit monthly activity reports on templates provided by the Department with data elements that include, but may not be limited to:
  - 8.4.1. Call counts.
  - 8.4.2. Counts of clients seen, separately identifying new clients and clients who revisit the Doorway after being administratively discharged.
  - 8.4.3. Reason types.
  - 8.4.4. Count of clinical evaluations.
  - 8.4.5. Count of referrals made and type.
  - 8.4.6. Naloxone distribution.
  - 8.4.7. Referral statuses.
  - 8.4.8. Recovery monitoring contacts.
  - 8.4.9. Service wait times, flex fund utilization.
  - 8.4.10. Respite shelter utilization.
- 8.5. The Contractor shall submit reports on naloxone kits distributed, utilizing a template provided by the Department.
- 8.6. The Contractor shall report on required data points specific to this SOR grant as identified by SAMHSA over the grant period.
- 8.7. The Contractor shall be required to prepare and submit ad hoc data reports, respond to periodic surveys, and other data collection requests as deemed necessary by the Department or SAMHSA.

**9. Performance Measures**



**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**



**EXHIBIT B – Amendment #1**

- 9.1. The Department seeks to actively and regularly collaborate with providers to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- 9.2. The Department may collect other key data and metrics from Contractor(s), including client-level demographic, performance, and service data.
- 9.3. The Department may identify expectations for active and regular collaboration, including key performance measures, in the resulting contract. Where applicable, Contractor(s) must collect and share data with the Department in a format specified by the Department.

**10. Contract Management**

- 10.1. The Contractor shall participate in periodic meetings with the Department to review the operational status of the Doorway, for the duration of the contract.
- 10.2. The Contractor shall participate in operational site reviews on a schedule provided by the Department. All contract deliverables, programs, and activities shall be subject to review during this time. The Contractor shall:
  - 10.2.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements.
  - 10.2.2. Ensure the Department is provided with access that includes but is not limited to:
    - 10.2.2.1. Data.
    - 10.2.2.2. Financial records.
    - 10.2.2.3. Scheduled access to Contractor work sites, locations, work spaces and associated facilities.
    - 10.2.2.4. Unannounced access to Contractor work sites, locations, work spaces and associated facilities.
    - 10.2.2.5. Scheduled access to Contractor principals and staff.
- 10.3. The Contractor shall provide a Doorway information sheet and work plan regarding the Doorway's operations to the Department, annually, for review in the format prescribed by the Department.

**11. SOR Grant Standards**

- 11.1. The Contractor shall provide the Department with a budget narrative within thirty (30) days of the contract effective date.



**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**



**EXHIBIT B – Amendment #1**

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- 11.2. The Contractor shall meet with the Department within sixty (60) days of the contract effective date to review the proposed plan for contract implementation.
- 11.3. The Contractor and/or referred providers shall ensure that only Food and Drug Administration approved MAT for OUD is utilized.
- 11.4. The Contractor and referred providers shall only provide medical withdrawal management services to any individual supported by SOR Grant Funds if the withdrawal management service is accompanied by the use of injectable extended-release naltrexone, as clinically appropriate.
- 11.5. The Contractor and referred providers shall ensure that all uses of flexible needs funds and respite shelter funds are in compliance with the Department and SAMHSA requirements, which includes, but is not limited to ensuring recovery housing facilities utilized by clients are certified based on national standards aligned with the National Alliance for Recovery Residences standards and registered with the State of New Hampshire, Bureau of Drug and Alcohol Services in accordance with current NH Administrative Rules.
- 11.6. The Contractor and referred providers shall ensure staff who are trained in Presumptive Eligibility for Medicaid are available to assist clients with enrolling in public or private health insurance.
- 11.7. The Contractor and referred providers shall accept clients on MAT and facilitate access to MAT on-site or through referral for all clients supported with SOR Grant funds, as clinically appropriate.
- 11.8. The Contractor and referred providers shall coordinate with the NH Ryan White HIV/AIDS program for clients identified as at risk of, or with, HIV/AIDS.
- 11.9. The Contractor and referred providers shall ensure that all clients are regularly screened for tobacco use, treatment needs and referral to the QuitLine as part of treatment planning.
- 11.10. The Contractor shall collaborate with the Department to ensure compliance with all appropriate Department, State of NH, SAMHSA, and other Federal terms, conditions, and requirements.
- 11.11. The Contractor shall attest the understanding that SOR grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. The Contractor agrees that:
- 11.11.1. Treatment in this context includes the treatment of opioid use disorder (OUD).



**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**



**EXHIBIT B – Amendment #1**

- 11.11.2. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders.
- 11.11.3. This marijuana restriction applies to all subcontracts and MOUs that receive SOR funding.
- 11.11.4. Attestations will be provided to the Contractor by the Department.
- 11.11.5. The Contractor shall complete and submit all attestations to the Department within thirty (30) days of contract approval.
- 11.12. The Contractor shall refer to Exhibit B for grant terms and conditions including, but not limited to:
  - 11.12.1. Invoicing.
  - 11.12.2. Funding restrictions.
  - 11.12.3. Billing.

**12. Data Management Requirements**

- 12.1. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements, which is attached hereto and incorporated by reference herein.

**13. Termination Report/Transition Plan**

- 13.1. In the event of early termination of the Agreement, the Contractor shall, within fifteen (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.
- 13.2. 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.
- 13.3. 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.



**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**



**EXHIBIT B – Amendment #1**

- 13.4. 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.
- 13.5. 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. 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.

**14. Credits and Copyright Ownership**

- 14.1. 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, "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."
- 14.2. All materials produced or purchased under the contract shall have prior approval from the Department before printing, production, distribution or use. The Department 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. The Contractor shall not reproduce any materials produced under the contract without prior written approval from the Department.

**15. Operation of Facilities: Compliance with Laws and Regulations**

- 15.1. 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

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**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**



**EXHIBIT B – Amendment #1**

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)**

- 16.1. 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. Equipment Purchases**

- 17.1. The Contractor shall submit to the Department's Contract Unit a list of the purchased office equipment (with funding from this Contract). The list shall include office equipment such as, but not limited to, laptop computers, printers/scanners, and phones with the make, model, and serial number of each piece of office equipment.
- 17.2. The Contractor shall return said office equipment in Subsection 17.1. to the Department's Contract Unit within thirty (30) days from the completion date of the Contract.

**18. Compliance with Federal and State Laws**

- 18.1. 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.
- 18.2. Time and Manner of Determination.



**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**



**EXHIBIT B – Amendment #1**

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18.2.1. 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.

18.3. Documentation

18.3.1. 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.

18.4. Fair Hearings

18.4.1. 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.



**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**



**EXHIBIT C Amendment #1**

**Payment Terms**

1. This Agreement is funded by:
  - 1.1. 97.28% Federal funds from the State Opioid Response Grant, as awarded on 09/30/2018, by the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, CFDA #93.788, FAIN H79TI081685, and as awarded on 09/30/2020, by the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, CFDA #93.788, FAIN H79TI083326.
  - 1.2. 2.72% Other Funds from Governor's Commission on Alcohol and Other Drug Abuse Prevention, Intervention and Treatment Funds.
2. Governor Commission Funds
  - 2.1. The Contractor shall utilize funds in Exhibit C-4 Amendment #1 GovComm and Exhibit C-6 Amendment #1 GovComm for the purpose of providing services and supports to clients whose needs do not make them eligible to receive SOR-funded services and supports.
  - 2.2. The Contractor shall collaborate with the Department to determine appropriate services and supports along with developing and submitting reports and invoices that are separate from reports and invoices submitted for SOR grant funds.
3. For the purposes of this Agreement:
  - 3.1. The Department has identified the Contractor as a Contractor, in accordance with 2 CFR §200.330.
  - 3.2. The Department has identified this Contract as NON-R&D, in accordance with 2 CFR §200.87.
  - 3.3. The de minimis Indirect Cost Rate of 10% applies in accordance with 2 CFR §200.414.
4. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibit C-1, Budget through Exhibit C-7 Amendment #1 SOR II.
5. The Contractor shall seek payment for services, as follows:
  - 5.1. First, the Contractor shall charge the client's private insurance or other payor sources.
  - 5.2. Second, the Contractor shall charge Medicare.
  - 5.3. Third, the Contractor shall charge Medicaid enrolled individuals, as follows:
    - 5.3.1. Medicaid Care Management: If enrolled with a Managed Care Organization (MCO), the Contractor shall be paid in accordance with its contract with the MCO.

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**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**



**EXHIBIT C Amendment #1**

- 5.3.2. Medicaid Fee for Service: The Contractor shall bill Medicaid for services on the Fee for Service (FFS) schedule.
- 5.4. Fourth, the Contractor shall charge the client in accordance with the Sliding Fee Scale Program.
- 5.5. Lastly, if any portion of the amount specified in the Sliding Fee Scale remains unpaid, charge the Department for the unpaid balance.
6. The Contractor shall submit an invoice in a form satisfactory to the State by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment. Invoices shall be net any other revenue received towards the services billed in fulfillment of this agreement. The Contractor shall ensure:
- 6.1. Backup documentation includes, but is not limited to:
- 6.1.1. General Ledger showing revenue and expenses for the contract.
- 6.1.2. Timesheets and/or time cards that support the hours employees worked for wages reported under this contract.
- 6.1.2.1. Per 45 CFR Part 75.430(i)(1) Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed.
- 6.1.2.2. Attestation and time tracking templates, which are available to the Department upon request.
- 6.1.3. Invoices supporting expenses reported:
- 6.1.3.1. Unallowable expenses include, but are not limited to:
- 6.1.3.1.1. Amounts belonging to other programs.
- 6.1.3.1.2. Amounts prior to effective date of contract.
- 6.1.3.1.3. Construction or renovation expenses.
- 6.1.3.1.4. Food or water for employees.
- 6.1.3.1.5. Directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana.
- 6.1.3.1.6. Fines, fees, or penalties.
- 6.1.3.1.7. Per SAMSHA requirements, meals are generally unallowable unless they are an integral part of a conference

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**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**



**EXHIBIT C Amendment #1**

grant or specifically stated as an allowable expense in the FOA. Grant funds may be used for light snacks, not to exceed three dollars (\$3.00) per person for clients.

6.1.3.1.8. Cell phones and cell phone minutes for clients.

6.1.4. Receipts for expenses within the applicable state fiscal year.

6.1.5. Cost center reports.

6.1.6. Profit and loss report.

6.1.7. Remittance Advices from the insurances billed. Remittance Advices do not need to be supplied with the invoice, but should be retained to be available upon request.

6.1.8. Information requested by the Department verifying allocation or offset based on third party revenue received.

6.1.9. Summaries of patient services revenue and operating revenue and other financial information as requested by the Department.

7. The- Contractor is responsible for reviewing, understanding, and complying with further restrictions included in the Funding Opportunity Announcement (FOA).

8. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to melissa.girard@dhhs.nh.gov, or invoices may be mailed to:

SOR Financial Manager  
Department of Health and Human Services  
105 Pleasant Street  
Concord, NH 03301

9. The Contractor agrees that billing submitted for review after twenty (20) business days of the last day of the billing month may be subject to non-payment.

10. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.

11. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

12. The Contractor must provide the services in Exhibit B, Amendment #1 Scope of Services, in compliance with funding requirements.

13. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B Amendment #1, Scope of Services, including failure to submit required monthly and/or quarterly reports.



**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**



**EXHIBIT C Amendment #1**

14. Notwithstanding Paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
15. Audits
  - 15.1. The Contractor is required to submit an annual audit to the Department if any of the following conditions exist:
    - 15.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
    - 15.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
    - 15.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
  - 15.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
  - 15.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
  - 15.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.
  - 15.5. 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.

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## Exhibit C-3 Amendment #1 NCE

**New Hampshire Department of Health and Human Services**  
**COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

Contractor Name: Catholic Medical Center

Budget Request for: Access and Delivery Hub for Opioid Use Disorder Services (from herein referred to as the "Doorway"), Greater Manchester Region  
 SS-2019-8043-05-ACCESS-09

Budget Period: SFY21 09/30/20-12/31/20 (NCE)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 83,203.00	\$ -	\$ 83,203.00	\$ -	\$ -	\$ -	\$ 83,203.00	\$ -	\$ 83,203.00
2. Employee Benefits	\$ 24,981.00	\$ -	\$ 24,981.00	\$ -	\$ -	\$ -	\$ 24,981.00	\$ -	\$ 24,981.00
3. Consultants	\$ 28,000.00	\$ -	\$ 28,000.00	\$ -	\$ -	\$ -	\$ 28,000.00	\$ -	\$ 28,000.00
4. Equipment	\$ 1,500.00	\$ -	\$ 1,500.00	\$ -	\$ -	\$ -	\$ 1,500.00	\$ -	\$ 1,500.00
5. Supplies	\$ 181,500.00	\$ -	\$ 181,500.00	\$ -	\$ -	\$ -	\$ 181,500.00	\$ -	\$ 181,500.00
6. Travel	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
7. Occupancy	\$ 17,500.00	\$ -	\$ 17,500.00	\$ -	\$ -	\$ -	\$ 17,500.00	\$ -	\$ 17,500.00
8. Current Expenses	\$ 3,150.00	\$ -	\$ 3,150.00	\$ -	\$ -	\$ -	\$ 3,150.00	\$ -	\$ 3,150.00
9. Software	\$ 1.00	\$ -	\$ 1.00	\$ -	\$ -	\$ -	\$ 1.00	\$ -	\$ 1.00
10. Marketing/Communications	\$ 5,000.00	\$ -	\$ 5,000.00	\$ -	\$ -	\$ -	\$ 5,000.00	\$ -	\$ 5,000.00
11. Staff Education and Training	\$ 2,500.00	\$ -	\$ 2,500.00	\$ -	\$ -	\$ -	\$ 2,500.00	\$ -	\$ 2,500.00
12. Subcontracts/Agreements	\$ 71,500.00	\$ -	\$ 71,500.00	\$ -	\$ -	\$ -	\$ 71,500.00	\$ -	\$ 71,500.00
13. Other (specific details mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Respite	\$ 230,000.00	\$ -	\$ 230,000.00	\$ -	\$ -	\$ -	\$ 230,000.00	\$ -	\$ 230,000.00
Flex Funds	\$ 152,888.00	\$ -	\$ 152,888.00	\$ -	\$ -	\$ -	\$ 152,888.00	\$ -	\$ 152,888.00
<b>TOTAL</b>	\$ 802,581.00	\$ -	\$ 802,581.00	\$ -	\$ -	\$ -	\$ 802,581.00	\$ -	\$ 802,581.00

Indirect As A Percent of Direct 0.0%



## Exhibit C-4 Amendment #1 GovComm

New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Contractor Name: Catholic Medical Center

Budget Request for: Access and Delivery Hub for Opioid Use Disorder Services (from herein referred to as the "Doorway"), Greater Manchester Region  
SS-2019-BDAS-05-ACCESS-09

Budget Period: SFY21 09/30/20-06/30/21 (GovComm)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 18,750.00	\$ -	\$ 18,750.00	\$ -	\$ -	\$ -	\$ 18,750.00	\$ -	\$ 18,750.00
2. Employee Benefits	\$ 5,625.00	\$ -	\$ 5,625.00	\$ -	\$ -	\$ -	\$ 5,625.00	\$ -	\$ 5,625.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory)	\$ 77,734.00	\$ -	\$ 77,734.00	\$ -	\$ -	\$ -	\$ 77,734.00	\$ -	\$ 77,734.00
Reprint	\$ 68,250.00	\$ -	\$ 68,250.00	\$ -	\$ -	\$ -	\$ 68,250.00	\$ -	\$ 68,250.00
Fees	\$ 38,133.00	\$ -	\$ 38,133.00	\$ -	\$ -	\$ -	\$ 38,133.00	\$ -	\$ 38,133.00
TOTAL	\$ 208,492.00	\$ -	\$ 208,492.00	\$ -	\$ -	\$ -	\$ 208,492.00	\$ -	\$ 208,492.00

Indirect As A Percent of Direct

0.0%

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Contractor Initials 

Date 12/15/2020



## Exhibit C3 Amendment 1 SOR II

New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Contractor Name: Catholic Medical Center

Budget Request for: Access and Delivery Hub for Opioid Use Disorder Services (from herein referred to as the "Doorway"), Greater Manchester Region  
SS-2019-BDAS-05-ACCESS-05

Budget Period: SFY21 9/1/21-06/30/21 (SOR II)

Line Item	Total Program Cost			Contractor Share / Match			Funded by OUDS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 158,158.00	\$ -	\$ 158,158.00	\$ -	\$ -	\$ -	\$ 158,158.00	\$ -	\$ 158,158.00
2. Employee Benefits	\$ 47,748.00	\$ -	\$ 47,748.00	\$ -	\$ -	\$ -	\$ 47,748.00	\$ -	\$ 47,748.00
3. Consultants	\$ 52,000.00	\$ -	\$ 52,000.00	\$ -	\$ -	\$ -	\$ 52,000.00	\$ -	\$ 52,000.00
4. Equipment	\$ 3,000.00	\$ -	\$ 3,000.00	\$ -	\$ -	\$ -	\$ 3,000.00	\$ -	\$ 3,000.00
5. Supplies	\$ 383,000.00	\$ -	\$ 383,000.00	\$ -	\$ -	\$ -	\$ 383,000.00	\$ -	\$ 383,000.00
6. Travel	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 2,000.00	\$ -	\$ 2,000.00
7. Occupancy	\$ 35,000.00	\$ -	\$ 35,000.00	\$ -	\$ -	\$ -	\$ 35,000.00	\$ -	\$ 35,000.00
8. Current Expenses	\$ 6,900.00	\$ -	\$ 6,900.00	\$ -	\$ -	\$ -	\$ 6,900.00	\$ -	\$ 6,900.00
9. Software	\$ 1.00	\$ -	\$ 1.00	\$ -	\$ -	\$ -	\$ 1.00	\$ -	\$ 1.00
10. Marketing/Communications	\$ 10,000.00	\$ -	\$ 10,000.00	\$ -	\$ -	\$ -	\$ 10,000.00	\$ -	\$ 10,000.00
11. Staff Education and Training	\$ 5,000.00	\$ -	\$ 5,000.00	\$ -	\$ -	\$ -	\$ 5,000.00	\$ -	\$ 5,000.00
12. Subcontract/Agreements	\$ 141,900.00	\$ -	\$ 141,900.00	\$ -	\$ -	\$ -	\$ 141,900.00	\$ -	\$ 141,900.00
13. Other (specify details margin):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Reapita	\$ 452,500.00	\$ -	\$ 452,500.00	\$ -	\$ -	\$ -	\$ 452,500.00	\$ -	\$ 452,500.00
Flex Funds	\$ 567,793.00	\$ -	\$ 567,793.00	\$ -	\$ -	\$ -	\$ 567,793.00	\$ -	\$ 567,793.00
TOTAL	\$ 1,846,000.00	\$ -	\$ 1,846,000.00	\$ -	\$ -	\$ -	\$ 1,846,000.00	\$ -	\$ 1,846,000.00

Indirect As A Percent of Direct

0.0%

OS  
Contractor Initials: *aw*

Date: 12/15/2020



## Exhibit C-6 Amendment #1 GovComm

New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Contractor Name: Catholic Medical Center

Budget Request for: Access and Delivery Hub for Opioid Use Disorder Services (from herein referred to as the "Doorway"), Greater Manchester Region

SS-2019-BDAS-05-ACCESS-09

Budget Period: SFY22 07/01/21-09/30/21 (GovComm)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 6,250.00	\$ -	\$ 6,250.00	\$ -	\$ -	\$ -	\$ 6,250.00	\$ -	\$ 6,250.00
2. Employee Benefits	\$ 1,875.00	\$ -	\$ 1,875.00	\$ -	\$ -	\$ -	\$ 1,875.00	\$ -	\$ 1,875.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ 26,284.00	\$ -	\$ 26,284.00	\$ -	\$ -	\$ -	\$ 26,284.00	\$ -	\$ 26,284.00
13. Other (specific details mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Respite	\$ 23,000.00	\$ -	\$ 23,000.00	\$ -	\$ -	\$ -	\$ 23,000.00	\$ -	\$ 23,000.00
Flex	\$ 12,088.00	\$ -	\$ 12,088.00	\$ -	\$ -	\$ -	\$ 12,088.00	\$ -	\$ 12,088.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 69,497.00</b>	<b>\$ -</b>	<b>\$ 69,497.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 69,497.00</b>	<b>\$ -</b>	<b>\$ 69,497.00</b>

Indirect As A Percent of Direct

0.0%

DS  
Contractor Initials *AW*

Date 12/15/2020



## Exhibit C-7 Amendment #1 SOR II

New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Contractor Name: Catholic Medical Center

Budget Request for: Access and Delivery Hub for Optoid Use Disorder Services (from herein referred to as the "Doorway"), Greater Manchester Region

SS-2019-BDAS-05-ACCESS-00

Budget Period: SFY22 07/01/21-06/30/21 (SORS)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 85,701.00	\$ -	\$ 85,701.00	\$ -	\$ -	\$ -	\$ 85,701.00	\$ -	\$ 85,701.00
2. Employee Benefits	\$ 25,711.00	\$ -	\$ 25,711.00	\$ -	\$ -	\$ -	\$ 25,711.00	\$ -	\$ 25,711.00
3. Consultants	\$ 28,000.00	\$ -	\$ 28,000.00	\$ -	\$ -	\$ -	\$ 28,000.00	\$ -	\$ 28,000.00
4. Equipment	\$ 1,500.00	\$ -	\$ 1,500.00	\$ -	\$ -	\$ -	\$ 1,500.00	\$ -	\$ 1,500.00
5. Supplies	\$ 181,500.00	\$ -	\$ 181,500.00	\$ -	\$ -	\$ -	\$ 181,500.00	\$ -	\$ 181,500.00
6. Travel	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
7. Occupancy	\$ 17,500.00	\$ -	\$ 17,500.00	\$ -	\$ -	\$ -	\$ 17,500.00	\$ -	\$ 17,500.00
8. Current Expenses	\$ 3,150.00	\$ -	\$ 3,150.00	\$ -	\$ -	\$ -	\$ 3,150.00	\$ -	\$ 3,150.00
9. Software	\$ 1.00	\$ -	\$ 1.00	\$ -	\$ -	\$ -	\$ 1.00	\$ -	\$ 1.00
10. Marketing/Communications	\$ 5,000.00	\$ -	\$ 5,000.00	\$ -	\$ -	\$ -	\$ 5,000.00	\$ -	\$ 5,000.00
11. Staff Education and Training	\$ 2,500.00	\$ -	\$ 2,500.00	\$ -	\$ -	\$ -	\$ 2,500.00	\$ -	\$ 2,500.00
12. Subcontracts/Agreements	\$ 72,800.00	\$ -	\$ 72,800.00	\$ -	\$ -	\$ -	\$ 72,800.00	\$ -	\$ 72,800.00
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Respite	\$ 730,000.00	\$ -	\$ 730,000.00	\$ -	\$ -	\$ -	\$ 730,000.00	\$ -	\$ 730,000.00
Flex Funds	\$ 268,837.00	\$ -	\$ 268,837.00	\$ -	\$ -	\$ -	\$ 268,837.00	\$ -	\$ 268,837.00
TOTAL	\$ 1,223,808.00	\$ -	\$ 1,223,808.00	\$ -	\$ -	\$ -	\$ 1,223,808.00	\$ -	\$ 1,223,808.00

Indirect As A Percent of Direct

0.0%

Contractor Initials: 

Date: 12/15/2020





Lori A. Shibanette  
Commissioner

Katja S. Fox  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION FOR BEHAVIORAL HEALTH

129 PLEASANT STREET, CONCORD, NH 03301  
603-271-9544 1-800-852-3345 Ext. 9544  
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

February 28, 2020

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

1. Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into **Sole Source** contracts with the vendors listed below in an amount not to exceed \$3,519,330 for the provision of Doorway services for access to substance use disorder treatment and recovery support services, with the option to renew for up to two (2) additional years, effective upon Governor and Council approval through September 29, 2020. 100% Federal.

Vendor Name	Vendor Code	Area Served	Contract Amount
Catholic Medical Center	VC# 177240	Greater Manchester	\$1,948,342
Southern New Hampshire Health System, Inc.	TBD	Greater Nashua	\$1,570,988
		<b>Total</b>	<b>\$3,519,330</b>

2. Further, authorize an advance payment in an amount not to exceed \$568,370 in the aggregate for both vendors for startup costs, hiring staff, and readiness activities effective upon Governor and Council approval.

Funds are available in the following account(s) for State Fiscal Years 2020 and 2021, with authority to adjust amounts within the price limitation and adjust encumbrances between state fiscal years through the Budget Office, if needed and justified.

**05-95-92-920510-7040 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV OF, BUREAU OF DRUG & ALCOHOL SERVICES, STATE OPIOID RESPONSE GRANT**

Catholic Medical Center			
State Fiscal Year	Class Title	Class Amount	Current Budget
2020	Contracts for Prog Svs	102-500731	\$1,223,728
2021	Contracts for Prog Svs	102-500731	\$724,614
		<b>Subtotal</b>	<b>\$1,948,342</b>



<b>Southern New Hampshire Health System, Inc.</b>			
<b>State Fiscal Year</b>	<b>Class Title</b>	<b>Class Amount</b>	<b>Current Budget</b>
2020	Contracts for Prog Svs	102-500731	\$1,048,716
2021	Contracts for Prog Svs	102-500731	\$522,272
		<b>Subtotal</b>	<b>\$1,570,988</b>
		<b>Grand Total</b>	<b>\$3,519,330</b>

#### **EXPLANATION**

This request is **Sole Source** because the Department has implemented the Doorway system for substance use services across the State with hospital systems to provide services to individuals struggling with substance use disorders. Based on a review of the non-hospital based Vendor currently operating the Doorways in the Greater Manchester and Greater Nashua regions, the Department has determined that these two (2) Vendors have the capability and are well poised and positioned to take over the programs in the Greater Manchester and Greater Nashua regions from the current Vendor. These new Vendors will work with the current Vendor for a period of 90 days to transition the program while maintaining services in the two cities. The new Vendors will begin offering services within 60 days of contract approval. The current Vendor will serve the two regions during that time period and have 30 days thereafter to complete the full transition.

Approximately 1,500 individuals in the Greater Manchester and Greater Nashua regions are expected to be served May 10, 2020 through September 29, 2020.

The Doorway program was launched in January 2019 as part of the federal State Opioid Response (SOR) grant, which also funds services including but not limited to Medication Assisted Treatment, recovery housing, peer recovery support, mobile crisis and employment. The SOR funding also serves specialty populations, including caregivers with opioid use disorder, pregnant women and individuals transitioning from correctional facilities to community based settings. These contracts will allow the Doorways to continue ensuring that every resident in New Hampshire has access to in-person substance use disorder treatment and recovery services. Services include assessments and evaluations for substance use disorder care coordination, and referrals to community partners for needed services and supports. The Doorways also distribute naloxone to individuals and service providers in their regions.

In 2019, the Doorway program served close to 8,400 individuals and in January 2020 alone, over 1,000 individuals were served. The Doorways continue to increase and standardize services for individuals with opioid use disorder; strengthen existing prevention, treatment, and recovery programs; ensure access to critical services to decrease the number of opioid-related deaths in New Hampshire; and promote engagement in the recovery process. With these contracts, all nine regional Doorways will be aligned with hospital systems.

The Department will work closely with these Contractors as they prepare to assume the delivery of Doorway services in the Greater Manchester and Greater Nashua regions, as well as provide for the transition of current clients from Granite Pathways to Catholic Medical Center and Southern New Hampshire Health Systems, Inc. This will include a kick-off meeting, weekly check-ins and monthly onsite visits.

The Department will monitor the effectiveness and the delivery of services required under these agreements using the following performance measures:

- Monthly de-identified, aggregate data reports;
- Weekly and biweekly Doorway program calls;
- Monthly Community of Practice meetings; and
- Regular review and monitoring of Government Performance and Results Act interviews and follow-ups through the Web Information Technology System database.



As referenced Exhibit A, Revisions to Standard Contract Provisions of the attached contract, the parties have the option to extend the agreements for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Executive Council not authorize this request, individuals seeking help for opioid use disorder in the Greater Nashua and Greater Manchester regions may experience difficulty navigating a complex system; may not receive the supports and clinical services they need; and may experience delays in receiving care.

Area served: Statewide

Source of Funds: 100% Federal Funds from the Substance Abuse and Mental Health Services Administration. CFDA # 93.788, FAIN #H79TI081685 and FAIN #TI080246.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Lori Shibinette". The signature is fluid and cursive, with a large initial "L" and a stylized "S".

Lori A. Shibinette  
Commissioner



**State of New Hampshire  
Department of Health and Human Services  
Amendment #2**

This Amendment to the Access and Delivery Hub for Opioid Use Disorder Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Southern New Hampshire Health System, Inc. ("the Contractor").

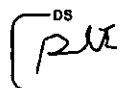
WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on March 11, 2020 (Item #9A), as amended February 17, 2021, (Item #18), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit A – Amendment #2, Revisions to Standard Contract Provisions, Section 1 – Revisions to Form P-37, Subsection 1.1., the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:  
September 29, 2022.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$5,035,900.
3. Modify Exhibit A, by replacing it in its entirety, in order to correct a scrivener's error in numbering, with Exhibit A - Amendment #2 Revisions to Standard Contract Provisions, which is attached hereto and incorporated by reference herein.
4. Modify Exhibit B – Amendment #1, Scope of Services, Section 11, State Opioid Response (SOR) Grant Standards, Subsection 11.1. to read:  
11.1. Reserved
5. Modify Exhibit B – Amendment #1, Scope of Services, Section 11, State Opioid Response (SOR) Grant Standards, Subsection 11.11. to read:  
11.11. The Contractor shall ensure that SOR grant funds are not used to purchase, prescribe, or provide marijuana or provide treatment using marijuana. The Contractor shall ensure:  
11.11.1. Treatment in this context includes the treatment of opioid use disorder (OUD).  
11.11.2. Grant funds are not provided to any individual who, or organization that, provides or permits marijuana use for the purposes of treating substance use or mental health disorders.  
11.11.3. This marijuana restriction applies to all subcontracts and memorandums of understanding (MOU) that receive SOR funding.
6. Modify Exhibit B – Amendment #1, Scope of Services, Section 11, State Opioid Response (SOR) Grant Standards, Subsection 11.12. as follows:  
11.12. The Contractor shall provide a Fentanyl test strip utilization plan to the Department for approval prior to implementation. The Contractor shall ensure the utilization plan

 DS



includes:

11.12.1. Internal policies for the distribution of Fentanyl strips;

11.12.2. Distribution methods and frequency; and

11.12.3. Other key data, as requested by the Department.

7. Modify Exhibit B – Amendment #1, Scope of Services, Section 11, State Opioid Response (SOR) Grant Standards, by adding Subsection 11.13. as follows:

11.13. The Contractor shall provide a contingency management plan to the Department for approval prior to implementation of the contingency management plan. The Contractor shall ensure the contingency management plan includes:

11.13.1. Contingency management strategies to reward and incentivize individual treatment compliance;

11.13.2. Identified allowable contingency rewards, as approved by the Department, ensuring:

11.13.1. The maximum value per contingency does not exceed \$15; and

11.13.2. The maximum number of contingencies per year per individual does not exceed five (5); and

11.13.3. The maximum dollar value of all contingencies per individual does not exceed \$75 per year; and

11.13.3 Other key data as requested by the Department.

8. Modify Exhibit B – Amendment #1, Scope of Services, Section 11, State Opioid Response (SOR) Grant Standards, by adding Subsection 11.13 as follows:

11.13. The Contractor shall refer to Exhibit C – Amendment #2 for grant terms and conditions including, but not limited to:

11.13.1. Invoicing.

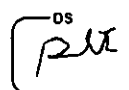
11.13.2. Funding restrictions.

11.13.3. Billing.

9. Modify Exhibit C, Methods and Conditions Precedent to Payment by replacing in its entirety with Exhibit C – Amendment #2, Methods and Conditions Precedent to Payment, which is attached hereto and incorporated by reference herein.

10. Add Exhibit C-8 Amendment #2 SOR II Budget, which is attached hereto and incorporated by reference herein.

11. Add Exhibit C-9 Amendment #2 SOR II Budget, which is attached hereto and incorporated by reference herein.





All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

9/7/2021  
\_\_\_\_\_  
Date

DocuSigned by:  
*Katja Fox*  
\_\_\_\_\_  
Name: Katja Fox  
Title: Director

8/30/2021  
\_\_\_\_\_  
Date

Southern New Hampshire Health System, Inc.

DocuSigned by:  
*Paul Trainor*  
\_\_\_\_\_  
Name: Paul Trainor  
Title: Sr. VP Finance/CFO



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

9/7/2021  
\_\_\_\_\_  
Date

DocuSigned by:  
*J. Christopher Marshall*  
\_\_\_\_\_  
Name: J. Christopher Marshall  
Title: Assistant Attorney General

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:



**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services  
EXHIBIT A Amendment #2**

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**Revisions to Standard Contract Provisions**

**1. Revisions to Form P-37, General Provisions**

1.1. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up to two (2) additional year(s) from the Completion Date as specified in the contract approved by the Governor and Executive Council on March 11, 2020 (Item #9A), contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.2. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

PH

9/9/21



**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**



**EXHIBIT C – Amendment #2**

**Methods and Conditions Precedent to Payment**

1. This Agreement is funded by:
  - 1.1. 97.80% Federal funds from the State Opioid Response Grant, as awarded on 08/30/2018, by the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, CFDA #93.788, FAIN H79TI081685, and as awarded on 09/30/2020, by the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, CFDA #93.788, FAIN H79TI083326, and as awarded on 08/09/2021, by the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, CFDA #93.788, FAIN H79TI083326; and
  - 1.2. 0.33% Federal funds from the Substance Abuse Prevention & Treatment Block Grant-SABG FY21 COVID Emergency Funds as awarded on 03/11/2021 by the U.S. Department of Health and Human Services, Substance Abuse & Mental Health Services Administration, , CFDA #93.959, FAIN B08TI083509.
  - 1.3. 1.87% Other Funds from Governor's Commission on Alcohol and Other Drug Abuse Prevention, Intervention and Treatment Funds, effective from 9/30/2020 through 9/29/2021.
2. Governor Commission Funds
  - 2.1. The Contractor shall utilize funds in Exhibit C-4 Amendment #1 GovComm and Exhibit C-6 Amendment #1 GovComm for the purpose of providing services and supports to clients whose needs do not make them eligible to receive SOR-funded services and supports.
  - 2.2. The Contractor shall collaborate with the Department to determine appropriate services and supports along with developing and submitting reports and invoices that are separate from reports and invoices submitted for SOR grant funds.
3. SABG FY21 COVID Emergency Funds
  - 3.1. The Contractor shall collaborate with the Department to determine appropriate services and supports along with developing and submitting reports and invoices that are separate from reports and invoices submitted for SOR grant funds.
4. For the purposes of this Agreement:
  - 4.1. The Department has identified the Contractor as a Subrecipient in accordance with 2 CFR §200.330.
  - 4.2. The Department has identified this Contract as NON-R&D, in accordance with 2 CFR §200.87.
  - 4.3. The de minimis Indirect Cost Rate of 10% applies in accordance with 2 CFR §200.414.

Handwritten initials "DS" and "PWH" inside a rectangular box.



**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**



**EXHIBIT C – Amendment #2**

5. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibit C-1, Budget through Exhibit C-9 Amendment #2 SOR II Budget.
6. The Contractor shall seek payment for services, as follows:
  - 6.1. First, the Contractor shall charge the client's private insurance or other payor sources.
  - 6.2. Second, the Contractor shall charge Medicare.
  - 6.3. Third, the Contractor shall charge Medicaid enrolled individuals, as follows:
    - 6.3.1. Medicaid Care Management: If enrolled with a Managed Care Organization (MCO), the Contractor shall be paid in accordance with its contract with the MCO.
    - 6.3.2. Medicaid Fee for Service: The Contractor shall bill Medicaid for services on the Fee for Service (FFS) schedule.
  - 6.4. Fourth, the Contractor shall charge the client in accordance with the Sliding Fee Scale Program.
  - 6.5. Lastly, if any portion of the amount specified in the Sliding Fee Scale remains unpaid, charge the Department for the unpaid balance.
7. The Contractor shall submit an invoice and supporting backup documentation in a form satisfactory to the State by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment. Invoices shall be net any other revenue received towards the services billed in fulfillment of this agreement. The Contractor shall ensure:
  - 7.1. Backup documentation includes, but is not limited to:
    - 7.1.1. General Ledger showing revenue and expenses for the contract.
    - 7.1.2. Timesheets and/or time cards that support the hours employees worked for wages reported under this contract.
      - 7.1.2.1. Per 45 CFR Part 75.430(i)(1) Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed.
      - 7.1.2.2. Attestation and time tracking templates, which are available to the Department upon request.
    - 7.1.3. Invoices supporting expenses reported:
      - 7.1.3.1. Unallowable expenses include, but are not limited to:
        - 7.1.3.1.1. Amounts belonging to other programs.
        - 7.1.3.1.2. Amounts prior to effective date of contract.

<sup>DS</sup>



New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services



**EXHIBIT C – Amendment #2**

- 7.1.3.1.3. Construction or renovation expenses.
- 7.1.3.1.4. Food or water for employees.
- 7.1.3.1.5. Directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana.
- 7.1.3.1.6. Fines, fees, or penalties.
- 7.1.3.1.7. Per SAMSHA requirements, meals are generally unallowable unless they are an integral part of a conference grant or specifically stated as an allowable expense in the FOA. Grant funds may be used for light snacks, not to exceed three dollars (\$3.00) per person for clients.
- 7.1.3.1.8. Cell phones and cell phone minutes for clients.
- 7.1.4. Receipts for expenses within the applicable state fiscal year.
- 7.1.5. Cost center reports.
- 7.1.6. Profit and loss report.
- 7.1.7. Remittance Advices from the insurances billed. Remittance Advices do not need to be supplied with the invoice, but should be retained to be available upon request.
- 7.1.8. Information requested by the Department verifying allocation or offset based on third party revenue received.
- 7.1.9. Summaries of patient services revenue and operating revenue and other financial information as requested by the Department.
- 8. The Contractor is responsible for reviewing, understanding, and complying with further restrictions included in the Funding Opportunity Announcement (FOA).
- 9. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to DHHS.DBHInvoicesBDAS@dhhs.nh.gov, or invoices may be mailed to:  

SOR Financial Manager  
Department of Health and Human Services  
105 Pleasant Street  
Concord, NH 03301
- 10. The Contractor agrees that billing submitted for review after twenty (20) business days of the last day of the billing month may be subject to non-payment.
- 11. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
- 12. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.



New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services



**EXHIBIT C – Amendment #2**

13. The Contractor must provide the services in Exhibit B – Amendment #1, Scope of Services, in compliance with funding requirements.
14. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B – Amendment #1, Scope of Services, including failure to submit required monthly and/or quarterly reports.
15. Notwithstanding Paragraph 17 of the General Provisions P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
16. Audits
  - 16.1. The Contractor is required to submit an annual audit to the Department if any of the following conditions exist:
    - 16.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
    - 16.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
    - 16.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
  - 16.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
  - 16.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
  - 16.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.
  - 16.5. 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

Handwritten initials "DS" and "P" in a box.



**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**



**EXHIBIT C – Amendment #2**

made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

**17. Maintenance of Fiscal Integrity**

- 17.1. In order to enable the Department to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to the Department monthly, the Balance Sheet, Profit and Loss Statement (total organization and program-level), and Cash Flow Statement for the Contractor. Program-level Profit and Loss Statement shall include all revenue sources and all related expenditures for that program. The program-level Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. Outside of the program-level Profit and Loss Statement and budget to actual analysis, all other statements shall be reflective of the entire Partnership for Successful Living organization and shall be submitted on the same day the reports are submitted to the Board, but no later than the fourth Wednesday of the month. Additionally, the contractor will provide interim profit and loss statements for every program area, reported as of the 20<sup>th</sup> of the month, by the last day of every month.
- 17.2. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement.
- 17.3. The Contractor shall inform the Department by phone and by email within five business days when any Executive Management, Board Officers, or Program Managers for Department contracts submits a resignation or leaves for any other reason.



## Exhibit C-6 Amendment #2 SOR II

**New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

Contractor Name: Southern New Hampshire Health System, Inc.

Project Title: Access and Delivery Hub for Opioid Use Disorder Services

Budget Period: SFY22 09/30/21-06/30/22

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 331,569.00	\$ -	\$ 331,569.00	\$ -	\$ -	\$ -	\$ 331,569.00	\$ -	\$ 331,569.00
2. Employee Benefits	\$ 94,012.00	\$ -	\$ 94,012.00	\$ -	\$ -	\$ -	\$ 94,012.00	\$ -	\$ 94,012.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 11,331.00	\$ -	\$ 11,331.00	\$ -	\$ -	\$ -	\$ 11,331.00	\$ -	\$ 11,331.00
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 4,860.00	\$ -	\$ 4,860.00	\$ -	\$ -	\$ -	\$ 4,860.00	\$ -	\$ 4,860.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ 145,800.00	\$ -	\$ 145,800.00	\$ -	\$ -	\$ -	\$ 145,800.00	\$ -	\$ 145,800.00
Medical	\$ 2,700.00	\$ -	\$ 2,700.00	\$ -	\$ -	\$ -	\$ 2,700.00	\$ -	\$ 2,700.00
Office	\$ 5,850.00	\$ -	\$ 5,850.00	\$ -	\$ -	\$ -	\$ 5,850.00	\$ -	\$ 5,850.00
6. Travel	\$ 3,752.00	\$ -	\$ 3,752.00	\$ -	\$ -	\$ -	\$ 3,752.00	\$ -	\$ 3,752.00
7. Occupancy	\$ 44,496.00	\$ -	\$ 44,496.00	\$ -	\$ -	\$ -	\$ 44,496.00	\$ -	\$ 44,496.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 3,600.00	\$ -	\$ 3,600.00	\$ -	\$ -	\$ -	\$ 3,600.00	\$ -	\$ 3,600.00
Postage	\$ 1,503.00	\$ -	\$ 1,503.00	\$ -	\$ -	\$ -	\$ 1,503.00	\$ -	\$ 1,503.00
Subscriptions	\$ 900.00	\$ -	\$ 900.00	\$ -	\$ -	\$ -	\$ 900.00	\$ -	\$ 900.00
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ 2,250.00	\$ -	\$ 2,250.00	\$ -	\$ -	\$ -	\$ 2,250.00	\$ -	\$ 2,250.00
9. Software	\$ 2,700.00	\$ -	\$ 2,700.00	\$ -	\$ -	\$ -	\$ 2,700.00	\$ -	\$ 2,700.00
10. Marketing/Communications	\$ 2,700.00	\$ -	\$ 2,700.00	\$ -	\$ -	\$ -	\$ 2,700.00	\$ -	\$ 2,700.00
11. Staff Education and Training	\$ 3,150.00	\$ -	\$ 3,150.00	\$ -	\$ -	\$ -	\$ 3,150.00	\$ -	\$ 3,150.00
12. Subcontracts/Agreements	\$ 297,144.00	\$ -	\$ 297,144.00	\$ -	\$ -	\$ -	\$ 297,144.00	\$ -	\$ 297,144.00
13. Other (specific details mandatory): Shelter	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Shelter respite vouchers and flex funding	\$ 301,331.00	\$ -	\$ 301,331.00	\$ -	\$ -	\$ -	\$ 301,331.00	\$ -	\$ 301,331.00
Support Clients Unmet Needs	\$ 16,665.00	\$ -	\$ 16,665.00	\$ -	\$ -	\$ -	\$ 16,665.00	\$ -	\$ 16,665.00
TOTAL	\$ 1,276,313.00	\$ -	\$ 1,276,313.00	\$ -	\$ -	\$ -	\$ 1,276,313.00	\$ -	\$ 1,276,313.00

Indirect As A Percent of Direct

0.0%



## Exhibit C-9 Amendment #2 SOR II Budget

**New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

Contractor Name: Southern New Hampshire Health System, Inc.

Project Title: Access and Delivery Hub for Opioid Use Disorder Services

Budget Period: SFY23 07/01/2022-09/29/2022

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 110,521.00	\$ -	\$ 110,521.00	\$ -	\$ -	\$ -	\$ 110,521.00	\$ -	\$ 110,521.00
2. Employee Benefits	\$ 31,338.00	\$ -	\$ 31,338.00	\$ -	\$ -	\$ -	\$ 31,338.00	\$ -	\$ 31,338.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 3,777.00	\$ -	\$ 3,777.00	\$ -	\$ -	\$ -	\$ 3,777.00	\$ -	\$ 3,777.00
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 1,620.00	\$ -	\$ 1,620.00	\$ -	\$ -	\$ -	\$ 1,620.00	\$ -	\$ 1,620.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ 48,800.00	\$ -	\$ 48,800.00	\$ -	\$ -	\$ -	\$ 48,800.00	\$ -	\$ 48,800.00
Medical	\$ 900.00	\$ -	\$ 900.00	\$ -	\$ -	\$ -	\$ 900.00	\$ -	\$ 900.00
Office	\$ 1,950.00	\$ -	\$ 1,950.00	\$ -	\$ -	\$ -	\$ 1,950.00	\$ -	\$ 1,950.00
6. Travel	\$ 1,248.00	\$ -	\$ 1,248.00	\$ -	\$ -	\$ -	\$ 1,248.00	\$ -	\$ 1,248.00
7. Occupancy	\$ 14,832.00	\$ -	\$ 14,832.00	\$ -	\$ -	\$ -	\$ 14,832.00	\$ -	\$ 14,832.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 1,200.00	\$ -	\$ 1,200.00	\$ -	\$ -	\$ -	\$ 1,200.00	\$ -	\$ 1,200.00
Postage	\$ 501.00	\$ -	\$ 501.00	\$ -	\$ -	\$ -	\$ 501.00	\$ -	\$ 501.00
Subscriptions	\$ 300.00	\$ -	\$ 300.00	\$ -	\$ -	\$ -	\$ 300.00	\$ -	\$ 300.00
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ 750.00	\$ -	\$ 750.00	\$ -	\$ -	\$ -	\$ 750.00	\$ -	\$ 750.00
9. Software	\$ 900.00	\$ -	\$ 900.00	\$ -	\$ -	\$ -	\$ 900.00	\$ -	\$ 900.00
10. Marketing/Communications	\$ 900.00	\$ -	\$ 900.00	\$ -	\$ -	\$ -	\$ 900.00	\$ -	\$ 900.00
11. Staff Education and Training	\$ 1,050.00	\$ -	\$ 1,050.00	\$ -	\$ -	\$ -	\$ 1,050.00	\$ -	\$ 1,050.00
12. Subcontracts/Agreements	\$ 99,048.00	\$ -	\$ 99,048.00	\$ -	\$ -	\$ -	\$ 99,048.00	\$ -	\$ 99,048.00
13. Other (specific details mandatory):	\$ 100,448.00	\$ -	\$ 100,448.00	\$ -	\$ -	\$ -	\$ 100,448.00	\$ -	\$ 100,448.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 419,883.00</b>	<b>\$ -</b>	<b>\$ 419,883.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 419,883.00</b>	<b>\$ -</b>	<b>\$ 419,883.00</b>

Indirect As A Percent of Direct

0.0%



# State of New Hampshire

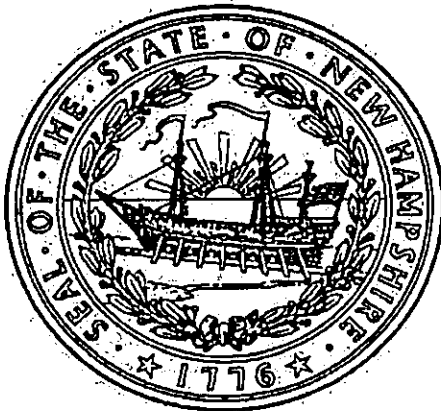
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SOUTHERN NEW HAMPSHIRE HEALTH SYSTEM, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on April 08, 1998. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 291619

Certificate Number: 0005437745



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 31st day of August A.D. 2021.

A handwritten signature in black ink, appearing to read "Wm Gardner".

William M. Gardner  
Secretary of State



## CERTIFICATE OF AUTHORITY

I, Sherry Hausmann, hereby certify that:

1. I am a duly elected Officer of Southern New Hampshire Health System, Inc.
2. The following is a true copy of a vote taken at a meeting of the Board of Trustees, duly called and held on July 27, 2020, at which a quorum of the Trustees were present and voting.

**VOTED:** That Paul Trainor, Senior Vice President, Finance is duly authorized on behalf of Southern New Hampshire Health System, Inc. to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority **remains valid for thirty (30) days** from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 9/8/21



Signature of Elected Officer

Name: Sherry Hausmann

Title: Secretary, Board of Trustees





# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
06/25/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT NAME:</b> Willis Towers Watson Certificate Center <b>PHONE (A/C, No, Ext):</b> 1-877-945-7378 <b>FAX (A/C, No):</b> 1-888-467-2378 <b>E-MAIL ADDRESS:</b> certificates@willis.com
<b>INSURER(S) AFFORDING COVERAGE</b>	
INSURER A: ProMutual Group	
INSURER B: Sentry Insurance Company	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

**COVERAGES** **CERTIFICATE NUMBER: W21372126** **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 SUBR INSD	WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			002NH000015848	07/01/2021	07/01/2022	EACH OCCURRENCE
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence):
							\$ 50,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person)
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						\$ 5,000
	OTHER:						PERSONAL & ADV INJURY
							\$ 1,000,000
							GENERAL AGGREGATE
							\$ 3,000,000
							PRODUCTS - COMP/OP AGG
							\$ 3,000,000
							\$
B	AUTOMOBILE LIABILITY			90-15563-02	01/01/2021	01/01/2022	COMBINED SINGLE LIMIT (Ea accident)
	<input checked="" type="checkbox"/> ANY AUTO						\$ 1,000,000
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person)
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						\$
							BODILY INJURY (Per accident)
							\$
							PROPERTY DAMAGE (Per accident)
							\$
							\$
A	UMBRELLA LIAB			002NH000015848	07/01/2021	07/01/2022	EACH OCCURRENCE
	<input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE						\$ 10,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 0						AGGREGATE
							\$ 10,000,000
							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			90-15563-01	01/01/2021	01/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT
	If yes, describe under DESCRIPTION OF OPERATIONS below						\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE
							\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT
							\$ 1,000,000
A	Physicians Professional Liab.			002NH000015848	07/01/2021	07/01/2022	Per Claim:
	Claims Made						\$1,000,000
							Aggregate:
							\$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

State of New Hampshire  
 Department of Health & Human Services  
 129 Pleasant Street  
 Concord, NH 03301

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Julia M. Powers*

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# Southern New Hampshire Health

Mission

**Why We Exist**

Vision

**Our Aspiration**

Values

**The Essence of Who We Are**

Work as One, Speak Up, Raise the Bar, Own It and Innovate Now.

## Mission

*Southern New Hampshire Health is dedicated to providing exceptional care that improves the health and well-being of individuals and the communities we serve.*

## Vision

*Southern New Hampshire Health, a member of SolutionHealth, is a premier integrated health care delivery system focused on value innovation and providing superior patient experience through highly engaged dedicated care teams leveraging the latest technology.*

## Values: Patient Centered

### Respect

We respect YOU. We listen to how YOU feel and understand YOUR concerns. We respect one another as colleagues, caregivers and people.

### Accountability

We come together collectively and look beyond the individual. We are stewards of our resources to optimize your health and wellbeing, mind, body and spirit.

### Compassion

We care for your family like our own. We truly embody, caring people, inspiring health and wellness.

### Commitment

We are committed to excellence in everything we do. We are true partners in health, upholding the highest standards of safety, quality, and deliver exceptional experience and empower healthier lifestyles throughout our community.



## KEY RESULTS FRAMEWORK

*Optimize What We Do Today...Innovate For The Future*

### Value



- Enhanced Margin
- New Models of Care, including Behavioral Health care

### Quality



- CMS 4 Stars
- ACO Quality Performance

### Growth



- Ambulatory Encounters
- Surgical Volume
- Local Care

### Engagement



- EpicOne
- Employee, Provider and Patient Satisfaction
- Workforce Development





## Cultural Beliefs

**WORK AS ONE:** I share my talents and strengths to advance OUR mission.

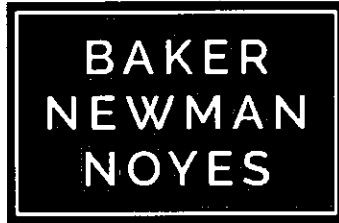
**SPEAK UP:** I communicate openly, candidly, and with respect for the viewpoint of others.

**RAISE THE BAR:** I continuously improve to achieve the highest quality in all I do.

**OWN IT:** I take accountability to connect everything I do to deliver OUR results.

**INNOVATE NOW:** I inspire and embrace innovation to transform lives.





**Southern New Hampshire  
Health System, Inc.**

**Consolidated Financial Statements  
and Other Financial Information**

*Year Ended June 30, 2020 and  
Nine Month Period Ended June 30, 2019*



**SOUTHERN NEW HAMPSHIRE HEALTH SYSTEM, INC.**

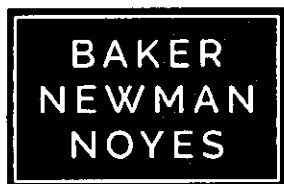
**CONSOLIDATED FINANCIAL STATEMENTS  
AND OTHER FINANCIAL INFORMATION**

Year Ended June 30, 2020 and  
Nine Month Period Ended June 30, 2019

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Baker Newman & Noyes LLC  
MAINE | MASSACHUSETTS | NEW HAMPSHIRE  
800.244.7444 | [www.bnn CPA.com](http://www.bnn CPA.com)

## INDEPENDENT AUDITORS' REPORT

Board of Trustees  
Southern New Hampshire Health System, Inc.

We have audited the accompanying consolidated financial statements of Southern New Hampshire Health System, Inc. (the System), which comprise the consolidated balance sheets as of June 30, 2020 and 2019, and the related consolidated statements of operations and changes in net assets, and cash flows for the year ended June 30, 2020 and nine month period ended June 30, 2019, 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.



Board of Trustees  
Southern New Hampshire Health System, Inc.

*Opinion*

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the System as of June 30, 2020 and 2019, and the results of its operations and changes in its net assets, and its cash flows for the year ended June 30, 2020 and nine month period ended June 30, 2019 in accordance with accounting principles generally accepted in the United States of America.

*Baker Newman & Noyes LLC*

Manchester, New Hampshire  
September 4, 2020



## SOUTHERN NEW HAMPSHIRE HEALTH SYSTEM, INC.

## CONSOLIDATED BALANCE SHEETS

June 30, 2020 and 2019

ASSETS

	<u>2020</u>	<u>2019</u>
Current assets:		
Cash and cash equivalents	\$ 58,239,550	\$ 32,599,728
Accounts receivable (notes 2 and 4)	32,484,462	37,568,047
Inventories	5,348,797	4,725,407
Prepaid expenses and other current assets	4,470,298	3,885,810
Funds held by trustee (notes 5, 8 and 13)	<u>11,064,985</u>	<u>2,193,014</u>
Total current assets	111,608,092	80,972,006
Investments (notes 5 and 13)	106,838,297	107,419,194
Assets whose use is limited (notes 5 and 13):		
Employee benefit plans and other (note 2)	36,458,736	32,934,869
Board designated and donor-restricted	<u>107,270,588</u>	<u>103,449,322</u>
	143,729,324	136,384,191
Property, plant and equipment, net (notes 7, 8 and 11)	138,281,794	127,093,513
Other assets (note 2)	<u>10,555,869</u>	<u>10,803,946</u>
Total assets	<u>\$511,013,376</u>	<u>\$462,672,850</u>



LIABILITIES AND NET ASSETS

	<u>2020</u>	<u>2019</u>
Current liabilities:		
Accounts payable and other accrued expenses	\$ 33,831,170	\$ 21,860,069
Accrued compensation and related taxes	27,697,987	28,088,110
Accrued interest payable	577,560	593,310
Amounts payable to third-party payors (note 3)	43,696,667	16,377,450
Current portion of long-term debt	<u>5,959,062</u>	<u>3,599,502</u>
Total current liabilities	111,762,446	70,518,441
Other liabilities (notes 2 and 9)	70,135,711	53,350,863
Long-term debt, less current portion and net of unamortized financing costs (note 8)	80,048,619	63,373,251
Net assets:		
Without donor restrictions	244,899,034	272,838,540
With donor restrictions (note 6)	<u>4,167,566</u>	<u>2,591,755</u>
	249,066,600	275,430,295
Total liabilities and net assets	<u>\$511,013,376</u>	<u>\$462,672,850</u>

See accompanying notes.



**SOUTHERN NEW HAMPSHIRE HEALTH SYSTEM, INC.****CONSOLIDATED STATEMENTS OF OPERATIONS AND CHANGES IN NET ASSETS**

Year Ended June 30, 2020 and Nine Month Period Ended June 30, 2019

	Year Ended June 30, <u>2020</u>	Nine Month Period Ended June 30, <u>2019</u>
Operating revenue:		
Patient service revenue (note 3)	\$ 321,261,773	\$264,766,957
Disproportionate share hospital revenue (note 14)	10,507,021	7,014,331
Interest and dividends (note 5)	2,898,799	2,602,093
Other revenue (notes 2 and 3)	<u>18,355,740</u>	<u>9,135,321</u>
Total operating revenue	353,023,333	283,518,702
Operating expenses (note 10):		
Salaries and wages	203,964,832	158,266,225
Employee benefits (notes 2 and 9)	38,698,341	24,209,828
Supplies and other expenses (note 11)	95,044,505	71,484,311
Depreciation	13,479,896	10,624,142
New Hampshire Medicaid enhancement tax (note 14)	13,353,132	9,545,778
Interest (note 8)	<u>2,338,390</u>	<u>1,611,401</u>
Total operating expenses	<u>366,879,096</u>	<u>275,741,685</u>
(Loss) income from operations	(13,855,763)	7,777,017
Nonoperating gains (losses):		
Investment (loss) return (note 5)	(66,043)	4,239,894
Contributions, nonoperating revenues and other net gains (losses)	(208,886)	(525,090)
Net periodic pension gain (note 9)	<u>1,038,792</u>	<u>834,443</u>
Total nonoperating gains, net	<u>763,863</u>	<u>4,549,247</u>
(Deficiency) excess of revenues and nonoperating gains over expenses	(13,091,900)	12,326,264
Transfers to SolutionHealth, Inc.	(955,356)	(706,222)
Pension adjustment (note 9)	<u>(13,892,250)</u>	<u>(8,628,513)</u>
(Decrease) increase in net assets without donor restrictions	(27,939,506)	2,991,529
Contributions of net assets with donor restrictions	1,746,394	172,486
Net assets released from restriction for operations	<u>(170,583)</u>	<u>(113,557)</u>
Increase in net assets with donor restrictions	<u>1,575,811</u>	<u>58,929</u>
(Decrease) increase in net assets	(26,363,695)	3,050,458
Net assets at beginning of period	<u>275,430,295</u>	<u>272,379,837</u>
Net assets at end of period	<u>\$249,066,600</u>	<u>\$275,430,295</u>

See accompanying notes.



## SOUTHERN NEW HAMPSHIRE HEALTH SYSTEM, INC.

## CONSOLIDATED STATEMENTS OF CASH FLOWS

Year Ended June 30, 2020 and Nine Month Period Ended June 30, 2019

	Year Ended June 30, 2020	Nine Month Period Ended June 30, 2019
Operating activities and net gains and losses:		
(Decrease) increase in net assets	\$(26,363,695)	\$ 3,050,458
Adjustments to reconcile (decrease) increase in net assets to net cash provided by operating activities and net losses (gains):		
Net losses (gains) on investments	3,215,831	(1,528,070)
Depreciation	13,479,896	10,624,142
Restricted gifts and bequests	(1,746,394)	(172,486)
Pension adjustment	13,892,250	8,628,513
Bond premium and issuance cost amortization	(309,876)	(240,984)
Changes in cash from certain working capital and other items:		
Accounts receivable	5,083,585	(1,233,342)
Inventories, prepaid expense and other assets	(959,801)	5,242,872
Accounts payable, other accrued expenses and other liabilities	11,324,082	(5,475,597)
Accrued compensation and related taxes	(390,123)	(1,260,648)
Amounts payable to third-party payors	<u>27,319,217</u>	<u>1,618,207</u>
Net cash provided by operating activities and net losses (gains)	44,544,972	19,253,065
Investing activities:		
Purchases of property, plant and equipment, net	(24,668,177)	(11,045,465)
(Increase) decrease in funds held by trustee	(8,871,971)	1,084,250
Net purchase of investments	<u>(6,456,200)</u>	<u>(12,954,629)</u>
Net cash used by investing activities	(39,996,348)	(22,915,844)
Financing activities:		
Payment of long-term debt	(5,467,467)	(3,152,018)
Proceeds from the issuance of long-term debt, net of issuance costs	24,812,271	—
Restricted gifts and bequests	<u>1,746,394</u>	<u>172,486</u>
Net cash provided (used) by financing activities	<u>21,091,198</u>	<u>(2,979,532)</u>
Increase (decrease) in cash and cash equivalents	25,639,822	(6,642,311)
Cash and cash equivalents at beginning of period	<u>32,599,728</u>	<u>39,242,039</u>
Cash and cash equivalents at end of period	<u>\$ 58,239,550</u>	<u>\$ 32,599,728</u>

See accompanying notes.



## **SOUTHERN NEW HAMPSHIRE HEALTH SYSTEM, INC.**

### **NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

Year Ended June 30, 2020 and Nine Month Period Ended June 30, 2019

#### **1. Organization**

Southern New Hampshire Health System, Inc. is a not-for-profit entity organized under New Hampshire law to support Southern New Hampshire Medical Center (the Medical Center) and Foundation Medical Partners, Inc. (the Foundation), collectively referred to as "the System". Both the Medical Center and the Foundation are not-for-profit entities, established to provide medical services to the people of the greater Nashua area.

In December 2019, Board of Trustees of the System voted to establish the Legacy Trust of Southern New Hampshire Health, Inc. (the Legacy Trust). The Legacy Trust is organized as a New Hampshire corporation and is currently applying for exempt status from federal and state income taxes as a 501(c)(3) nonprofit organization. The Legacy Trust was established in order to support the current, ongoing and future resource needs of the System. There were no operations related to the Legacy Trust during the year ended June 30, 2020.

The sole corporate member of the System is SolutionHealth, Inc.

On January 8, 2019, the System elected to change its fiscal year end from September 30 to June 30. There were nine months in the fiscal period ended June 30, 2019.

#### **2. Significant Accounting Policies**

##### Principles of Consolidation

These consolidated financial statements include the accounts of the System, which has no separate assets, liabilities, or operations other than its interests in the Medical Center and Foundation which fully eliminate in consolidation. All other significant intercompany accounts and transactions have been eliminated in consolidation.

##### Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities, at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Estimates are used in the areas of accounts receivable, impairment and depreciable lives of long-lived assets, insurance costs, employee benefit plans, third-party payor settlements and contingencies. It is reasonably possible that actual results could differ from those estimates.



**SOUTHERN NEW HAMPSHIRE HEALTH SYSTEM, INC.**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

Year Ended June 30, 2020 and Nine Month Period Ended June 30, 2019

**2. Significant Accounting Policies (Continued)**

**Net Assets With Donor Restrictions**

Gifts are reported as restricted support if they are received with donor stipulations that limit the use of donated assets. When a donor restriction expires (when a stipulated time restriction ends or purpose restriction is accomplished), restricted net assets are reclassified as net assets without donor restriction and reported in the statement of operations as either net assets released from restrictions (for noncapital related items) or as net assets released from restrictions used for capital purchases (capital related items). Some restricted net assets have been restricted by donors to be maintained by the System in perpetuity.

Except for contributions related to capital purchases, donor-restricted contributions whose restrictions are met within the same year as received are reported as unrestricted contributions in the accompanying consolidated financial statements.

**Performance Indicator**

For purposes of display, transactions deemed by management to be ongoing, major or central to the provision of health care services are reported as operating revenue and expenses. Peripheral transactions are reported as nonoperating gains or losses.

The consolidated statements of operations and changes in net assets includes (deficiency) excess of revenues and nonoperating gains over expenses. Changes in net assets without donor restrictions which are excluded from (deficiency) excess of revenues and nonoperating gains over expenses, consistent with industry practice, include pension adjustments, and transfers to affiliates.

**Income Taxes**

The System, Medical Center and Foundation 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. The Legacy Trust is currently waiting on a determination of tax-exempt status. 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 has taken no uncertain tax positions that require adjustment to the consolidated financial statements.

**Patient Service Revenue**

Prior to the adoption of Accounting Standards Update (ASU) 2014-09 by the System on July 1, 2019, the System recognized patient service revenue as services were rendered and reported revenue at the estimated net realizable amounts from patients, third-party payors and others for services rendered. On the basis of historical experience, a portion of the System's uninsured patients were unable or unwilling to pay for services provided. Thus, the System recorded a provision for bad debts related to uninsured patients in the period the services were provided. The System adopted the new standard effective July 1, 2019, using the full retrospective method and updated its accounting policies related to revenues, as discussed below. The adoption of the new standard did not have an impact on the recognition of revenues for any periods prior to adoption.



**SOUTHERN NEW HAMPSHIRE HEALTH SYSTEM, INC.****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

Year Ended June 30, 2020 and Nine Month Period Ended June 30, 2019

**2. Significant Accounting Policies (Continued)**

Revenues generally relate to contracts with patients in which the System's performance obligations are to provide health care services to patients. Revenues are recorded during the period obligations to provide health care services are satisfied. Performance obligations for inpatient services are generally satisfied over a period of days. Performance obligations for outpatient services are generally satisfied over a period of less than one day. The contractual relationships with patients, in most cases, also involve a third-party payor (Medicare, Medicaid, managed care health plans and commercial insurance companies, including plans offered through the health insurance exchanges) and the transaction prices for the services provided are dependent upon the terms provided by Medicare and Medicaid or negotiated with managed care health plans and commercial insurance companies, the third-party payors. The payment arrangements with third-party payors for the services provided to related patients typically specify payments at amounts less than standard charges. Medicare generally pays for inpatient and outpatient services at prospectively determined rates based on clinical, diagnostic and other factors. Services provided to patients having Medicaid coverage are generally paid at prospectively determined rates per discharge, per identified service or per covered member. Agreements with commercial insurance carriers, managed care and preferred provider organizations generally provide for payments based upon predetermined rates per diagnosis, per diem rates or discounted fee-for-service rates. Management continually reviews the revenue recognition process to consider and incorporate updates to laws and regulations and the frequent changes in managed care contractual terms resulting from contract renegotiations and renewals.

The collection of outstanding receivables for Medicare, Medicaid, managed care payers, other third-party payors and patients is the System's primary source of cash and is critical to its operating performance. The primary collection risks relate to uninsured patient accounts, including patient accounts for which the primary insurance carrier has paid the amounts covered by the applicable agreement, but patient responsibility amounts (deductibles and copayments) remain outstanding. Implicit price concessions relate primarily to amounts due directly from patients. Estimated implicit price concessions are recorded for all uninsured accounts, regardless of the aging of those accounts. Accounts are written off when all reasonable internal and external collection efforts have been performed. The estimates for implicit price concessions are based upon management's assessment of historical write-offs and expected net collections, business and economic conditions, trends in federal, state and private employer health care coverage and other collection indicators. Management relies on the results of detailed reviews of historical write-offs and collections at facilities that represent a majority of hospital revenues and accounts receivable (the "hindsight analysis") as a primary source of information in estimating the collectability of our accounts receivable. Management performs the hindsight analysis regularly, utilizing rolling twelve-months accounts receivable collection and write-off data. Management believes its regular updates to the estimated implicit price concession amounts provides reasonable estimates of revenues and valuations of accounts receivable. These routine, regular changes in estimates have not resulted in material adjustments to the valuations of accounts receivable or period-to-period comparisons of operations. At June 30, 2020 and 2019, estimated implicit price concessions of \$13,142,587 and \$13,204,880, respectively, had been recorded as reductions to accounts receivable balances to enable the System to record revenues and accounts receivable at the estimated amounts expected to collected.



**SOUTHERN NEW HAMPSHIRE HEALTH SYSTEM, INC.**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

Year Ended June 30, 2020 and Nine Month Period Ended June 30, 2019

**2. Significant Accounting Policies (Continued)**

**Charity Care**

The System has a formal charity care policy under which patient care is provided without charge or at amounts less than its established rates to patients who meet certain criteria. The System does not pursue collection of amounts determined to qualify as charity care and, therefore, 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.

**Cash and Cash Equivalents**

Cash and cash equivalents include short-term investments and secured repurchase agreements which have an original maturity of three months or less when purchased.

The System maintains its cash in bank deposit accounts which, at times, may exceed federally insured limits. The System has not experienced any losses on such accounts.

**Accounts Receivable**

For accounts receivable resulting from revenue recognized prior to July 1, 2019, an allowance for doubtful accounts was established to reduce the carrying value of such receivables to their estimated net realizable value. Generally, this allowance was estimated based on the aging of accounts receivable, historical collection experience and other factors. Under the provisions of Financial Accounting Standards Board (FASB) ASU No. 2014-09, *Revenue from Contracts with Customers*, which the System adopted effective July 1, 2019 using the full retrospective method, when an unconditional right to payment exists, subject only to the passage of time, the right is treated as a receivable. Patient accounts receivable for which the unconditional right to payment exists are receivables if the right to consideration is unconditional and only the passage of time is required before payment of that consideration is due. For accounts receivable subsequent to the adoption of ASU No. 2014-09 on July 1, 2019, the estimated uncollectible amounts are generally considered implicit price concessions that are a direct reduction to accounts receivable rather than allowance for doubtful accounts.

**Inventories**

Inventories of supplies and pharmaceuticals are carried at the lower of cost (determined by a weighted average method) or net realizable value.

**Funds Held by Trustee**

Funds held by trustee are recorded at fair value and are comprised of short-term investments and United States government obligations.



## **SOUTHERN NEW HAMPSHIRE HEALTH SYSTEM, INC.**

### **NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

Year Ended June 30, 2020 and Nine Month Period Ended June 30, 2019

#### **2. Significant Accounting Policies (Continued)**

##### **Investments and Investment Income**

Investments are measured at fair value in the balance sheets. Interest and dividend income on unlimited use investments and operating cash is reported within operating revenues. Investment income or loss on assets whose use is limited (including gains and losses on investments, and interest and dividends) is included in the (deficiency) excess of revenues and nonoperating gains over expenses as the System has elected to reflect changes in the fair value of investments and assets whose use is limited, including both increases and decreases in value in nonoperating gains or losses unless the income or loss is restricted by donor or law, in which case it is reported as an increase or decrease in net assets with donor restrictions.

##### **Endowment, Investment and Spending Policies**

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.

The goal of the board designated funds is to support the System's future capital expenditures and other major program needs, and to generally increase the financial strength of the System. In addition to occasional capital expenditures, board designated funds are invested in a prudent manner with regard to preserving principal while providing reasonable returns.

The goal of the endowment funds is to provide a source of financial support to the System's patient care activities. The System appropriates all earnings from the endowment funds to offset the costs of patient care activities according to the intent of the donor. The endowment funds are invested in a prudent manner with regard to preserving principal while providing reasonable returns.

To satisfy its long-term rate-of-return objectives, the System relies on a total return strategy in which investment returns are achieved through both capital appreciation and current yield. The System targets a diversified asset allocation that places a greater emphasis on equity-based investments to achieve its long-term objective within prudent risk constraints.

##### **Property and Equipment**

The investments in plant assets are stated at cost 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. The provision for depreciation has been computed using the straight-line method at rates intended to amortize the cost of related assets over their estimated useful lives, which have generally been determined by reference to the recommendations of the American Hospital Association.



**SOUTHERN NEW HAMPSHIRE HEALTH SYSTEM, INC.****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

Year Ended June 30, 2020 and Nine Month Period Ended June 30, 2019

**2. Significant Accounting Policies (Continued)****Unamortized Financing Costs**

Expenses incurred in obtaining long-term financing are being amortized to interest expense using the straight-line method, which approximates the effective interest method, over the repayment period of the related debt obligation. Unamortized financing costs are presented as a reduction of long-term debt on the accompanying consolidated balance sheets.

**Retirement and Deferred Compensation Plans**

The Medical Center has a noncontributory defined benefit pension plan that prior to October 8, 2011 covered all qualified employees. The benefits were based on years of service and the employee's average monthly earnings during the period of employment. The Medical Center's policy is to contribute to the plan an amount which meets the funding standards required under the *Employee Retirement Income Security Act of 1974* (ERISA).

The System also sponsors retirement savings plans (a 401(a) plan and a 403(b) plan) available to employees depending upon certain service requirements. Eligible employees can contribute up to 100% of their total salary to the plans, subject to Internal Revenue Service limitations. The System provides a tiered matching contribution up to the first 6% of the employee contribution. In 2012, the System approved a discretionary employer core contribution with the level to be reviewed annually. Contributions to these plans made by the System and recorded as expense for the year ended June 30, 2020 and nine month period ended June 30, 2019 were \$8,108,054 and \$5,429,239, respectively.

The System sponsors deferred compensation plans for certain qualifying employees. The amounts ultimately due to the employees are to be paid upon the employees attaining certain criteria, including age. At June 30, 2020 and 2019, approximately \$36,220,000 and \$32,696,000, respectively, is reflected in both assets whose use is limited and in other long-term liabilities related to such agreements.

**Employee Fringe Benefits**

The System has an "earned time" plan. Under this plan, each employee "earns" paid leave for each period worked. These hours of paid leave may be used for vacations, holidays or illnesses. Hours earned but not used are vested with the employee and are paid to the employee upon termination. The System accrues a liability for such paid leave as it is earned.

**Malpractice Loss Contingencies**

The System has been and is insured against malpractice loss contingencies under claims-made insurance policies. A claims-made policy provides specific coverage for claims made during the policy period. The System has established a reserve to cover professional liability exposure that may not be covered by prior or current insurance policies. The possibility exists, as a normal risk of doing business, that malpractice claims in excess of insurance coverage may be asserted against the System.



**SOUTHERN NEW HAMPSHIRE HEALTH SYSTEM, INC.**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

Year Ended June 30, 2020 and Nine Month Period Ended June 30, 2019

**2. Significant Accounting Policies (Continued)**

At June 30, 2020 and 2019, the System recorded a liability of approximately \$5,632,000 and \$6,175,000, respectively, related to estimated professional liability losses. At June 30, 2020 and 2019, the System also recorded a receivable of \$3,373,000 and \$4,101,000, respectively, related to estimated recoveries under insurance coverage for recoveries of the potential losses. These amounts are included in other liabilities and other assets, respectively, on the consolidated balance sheets.

**Fair Value of Financial Instruments**

The fair value of financial instruments is determined by reference to various market data and other valuation techniques as appropriate. Financial instruments consist of cash and cash equivalents, investments, accounts receivable, assets whose use is limited or restricted, accounts payable, estimated third-party payor settlements and long-term debt.

The fair value of all financial instruments other than long-term debt approximates their relative book value as these financial instruments have short-term maturities or are recorded at fair value. See Note 13. The fair value of the System's long-term debt is estimated using discounted cash flow analyses, based on the System's current incremental borrowing rates for similar types of borrowing arrangements, and is disclosed in Note 8 to the financial statements.

**Advertising Expense**

Advertising costs are expensed as incurred and totaled approximately \$789,000 and \$682,000 for the year ended June 30, 2020 and nine month period ended June 30, 2019, respectively.

**Reclassifications**

Certain 2019 amounts have been reclassified to permit comparison with the 2020 consolidated financial statements presentation format.

**Subsequent Events**

Events occurring after the consolidated balance sheet date are evaluated by management to determine whether such events should be recognized or disclosed in the consolidated financial statements. Management has evaluated subsequent events through September 4, 2020, which is the date the consolidated financial statements were available to be issued.

On March 11, 2020, the World Health Organization declared the outbreak of coronavirus (COVID-19) a pandemic. Patient volumes and the related revenues for most services were significantly impacted in the last two weeks of March 2020 and continued to be impacted in the fourth quarter of fiscal 2020 as various policies were implemented by federal, state and local governments in response to the COVID-19 pandemic that have caused many people to remain at home and forced the closure of or limitations on certain businesses, as well as suspended elective procedures by health care facilities.



**SOUTHERN NEW HAMPSHIRE HEALTH SYSTEM, INC.****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

Year Ended June 30, 2020 and Nine Month Period Ended June 30, 2019

**2. Significant Accounting Policies (Continued)**

While some of these restrictions have been eased across the U.S. and the State of New Hampshire has lifted limitations on nonemergent procedures, some restrictions remain in place. While consolidated patient volumes and revenues experienced gradual improvement beginning in the latter part of April and continuing through the end of the fourth fiscal quarter, uncertainty still exists as the future is unpredictable. The System's pandemic response plan has multiple facets and continues to evolve as the pandemic unfolds. The System has taken precautionary steps to enhance its operational and financial flexibility, and react to the risks the COVID-19 pandemic presents in its operations, including the following:

- Implemented certain cost reduction initiatives;
- Reduced certain planned projects and capital expenditures;
- During the fourth quarter of fiscal 2020, the System received approximately \$27 million of accelerated Medicare payments (note 3) and approximately \$6,600,000 in general and targeted Provider Relief Fund distributions, both as provided for under the Coronavirus Aid, Relief, and Economic Security ("CARES") Act.

The System believes the extent of the COVID-19 pandemic's adverse impact on operating results and financial condition has been and will continue to be driven by many factors, most of which are beyond control and ability to forecast. Such factors include, but are not limited to, the scope and duration of stay-at-home practices and business closures and restrictions, government-imposed or recommended suspensions of elective procedures, continued declines in patient volumes for an indeterminable length of time, increases in the number of uninsured and underinsured patients as a result of higher sustained rates of unemployment, incremental expenses required for supplies and personal protective equipment, and changes in professional and general liability exposure. Because of these and other uncertainties, the System cannot estimate the length or severity of the impact of the pandemic on its operations. Decreases in cash flows and results of operations may have an impact on the inputs and assumptions used in significant accounting estimates, including estimated implicit price concessions related to uninsured patient accounts, and professional and general liability reserves.

During the fourth quarter of fiscal 2020, the System received \$6,563,387 from the \$50 billion general distribution fund from the CARES Act Provider Relief Fund. These distributions from the Provider Relief Fund are not subject to repayment, provided the System is able to attest to and comply with the terms and conditions of the funding, including demonstrating that the distributions received have been used for healthcare-related expenses or lost revenue attributable to COVID-19. Such payments are accounted for as government grants, and are recognized on a systematic and rational basis as other income once there is reasonable assurance that the applicable terms and conditions required to retain the funds will be met. Based on an analysis of the compliance and reporting requirements of the Provider Relief Fund and the impact of the pandemic on operating results through June 30, 2020, the System recognized \$6,563,387 related to these general distribution funds, and these payments are recorded within other revenue in the consolidated statements of operations and changes in net assets for the year ended June 30, 2020.

The CARES Act also provides for a deferral of payments of the employer portion of payroll tax incurred during the pandemic, allowing half of such payroll taxes to be deferred until December 2021 and the remaining half until December 2022. At June 30, 2020, the System had deferred \$1.9 million of payroll taxes recorded under the caption "other liabilities" in its consolidated balance sheet.



# SOUTHERN NEW HAMPSHIRE HEALTH SYSTEM, INC.

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Year Ended June 30, 2020 and Nine Month Period Ended June 30, 2019

### 2. Significant Accounting Policies (Continued)

Subsequent to year end, the System received \$4 million from the Governor's Office of Emergency Relief and Recovery (GOFERR) in July 2020. This payment is accounted for as a government grant and is not subject to repayment, provided the System is able to comply with the conditions of the funding, including demonstrating that the distribution received has been used for healthcare-related expenses or lost revenue attributable to COVID-19. The System anticipates meeting the terms and conditions of this grant in the fiscal year ended June 30, 2021. No amount related to this grant is reflected in these consolidated financial statements.

The System will continue to monitor compliance with the terms and conditions of the Provider Relief Fund, GOFERR grant, and other potential assistance programs and available grants, and the impact of the pandemic on revenues and expenses. If the System is unable to attest to or comply with current or future terms and conditions, the System's ability to retain some or all of the distributions received may be impacted.

#### Recent Accounting Pronouncements

In May 2014, the FASB issued ASU 2014-09, *Revenue from Contracts with Customers (Topic 606)*. The ASU supersedes the revenue recognition requirements in Topic 605 (Revenue Recognition) and most industry-specific guidance throughout the Industry Topics of Codification. The core principal of ASU 2014-09 is that an entity should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. In May 2014, the FASB issued a new standard related to revenue recognition. The System adopted the new standard effective July 1, 2019, using the full retrospective method. The adoption of the new standard did not have an impact on the recognition of revenues for any periods prior to adoption. The most significant impact of adopting the new standard is the presentation of the statements of operations and changes in net assets, where the "provision for bad debt" is no longer presented as a separate line item and "patient service revenue" is presented net of estimated implicit price concession revenue deductions. The related presentation of "allowances for doubtful accounts" has also been eliminated from the consolidated balance sheets as a result of the adoption of the new standard.

In March 2017, the FASB issued ASU No. 2017-07, *Compensation — Retirement Benefits (Topic 715): Improving the Presentation of Net Periodic Pension Cost and Net Periodic Postretirement Benefit Cost* (ASU 2017-07). ASU 2017-07 will require that an employer report the service cost component of net periodic pension cost in the same line item as other compensation costs arising from services rendered by employees during the period. The other components of net periodic pension cost are required to be presented in the income statement separately from the service cost component and outside a subtotal of income from operations, if one is presented. The System adopted ASU 2017-07 effective July 1, 2019 and, as a result, a gain of \$834,443 previously included in employee benefits was reclassified to net periodic pension gain on the consolidated statements of operations and changes in net assets for the nine month period ended June 30, 2019.



**SOUTHERN NEW HAMPSHIRE HEALTH SYSTEM, INC.****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

Year Ended June 30, 2020 and Nine Month Period Ended June 30, 2019

**2. Significant Accounting Policies (Continued)**

In June 2018, the FASB issued ASU No. 2018-08, *Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made* (ASU 2018-08). Due to diversity in practice, ASU 2018-08 clarifies the definition of an exchange transaction as well as the criteria for evaluating whether contributions are unconditional or conditional. ASU 2018-08 has been applied retrospectively to all periods presented and did not have a material impact on the consolidated financial statements.

**Prospective Accounting Pronouncements**

In February 2016, the FASB issued ASU No. 2016-02, *Leases (Topic 842)*, which requires that lease arrangements longer than twelve months result in an entity recognizing an asset and liability. The pronouncement is effective for the System beginning July 1, 2022, with early adoption permitted. The guidance may be adopted retrospectively. Management is currently evaluating the impact this guidance will have on the System's consolidated financial statements.

In August 2018, the FASB issued ASU 2018-13, *Fair Value Measurement (Topic 820): Disclosure Framework – Changes to the Disclosure Requirements for Fair Value Measurement*. The amendments in this ASU modify the disclosure requirements for fair value measurements for Level 3 assets and liabilities, and eliminate the requirement to disclose transfers between Levels 1 and 2 of the fair value hierarchy, among other modifications. ASU 2018-13 is effective for the System on July 1, 2020, with early adoption permitted. The System is currently evaluating the impact that ASU 2018-13 will have on the consolidated financial statements.

**3. Patient Service Revenues**

An estimated breakdown of patient service revenue recognized from these major payor sources, is as follows for the year ended June 30, 2020 and nine month period ended June 30, 2019:

	<u>2020</u>	<u>2019</u>
Private payors (includes coinsurance and deductibles)	\$213,386,491	\$173,740,799
Medicaid	12,874,067	11,221,210
Medicare	93,181,302	78,521,829
Self-pay	<u>1,819,913</u>	<u>1,283,119</u>
	<u>\$321,261,773</u>	<u>\$264,766,957</u>



**SOUTHERN NEW HAMPSHIRE HEALTH SYSTEM, INC.****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

Year Ended June 30, 2020 and Nine Month Period Ended June 30, 2019

**3. Patient Service Revenues (Continued)**

The System maintains contracts with the Social Security Administration (Medicare) and the State of New Hampshire Department of Health and Human Services (Medicaid). The System is paid a prospectively determined fixed price for each Medicare and Medicaid inpatient acute care service depending on the type of illness or the patient diagnostic related group classification. Medicare's payment methodology for outpatient services is based upon a prospective standard rate for procedures performed or services rendered. Capital costs and certain Medicaid outpatient services are also reimbursed on a prospectively determined fixed price. The System receives payment for other Medicare and Medicaid inpatient and outpatient services on a reasonable cost basis which are settled with retroactive adjustments upon completion and audit of related cost finding reports. The percentage of patient service revenue earned from the Medicare and Medicaid programs was 28% and 4%, respectively, for the year ended June 30, 2020 and 29% and 4%, respectively, for the nine month period ended June 30, 2019.

Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. The System believes that it is in compliance with all applicable laws and regulations and is not aware of any pending or threatened investigations involving allegations of potential wrongdoings. While no such regulatory inquiries have been made, compliance with such laws and regulations can be subject to future government review and interpretation as well as significant regulatory action including fines, penalties, and exclusion from the Medicare and Medicaid programs. There is at least a reasonable possibility that recorded amounts could change by a material amount in the near term. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in patient service revenue in the year that such amounts become known. Such differences increased patient service revenue by approximately \$498,000 for the year ended June 30, 2020 and decreased patient service revenue by approximately \$184,000 for the nine month period ended June 30, 2019.

During the fourth quarter of fiscal 2020, the System requested accelerated Medicare payments as provided for in the CARES Act, which allows for eligible health care facilities to request up to six months of advance Medicare payments for acute care hospitals or up to three months of advance Medicare payments for other health care providers. After 120 days past receipt of the advance payments (beginning in August 2020), claims for services provided to Medicare beneficiaries will be applied against the advance payment balance. Any unapplied advance payment amounts must be paid in full within one year from receipt of the advance payments for acute care hospitals and within 210 days for other health care providers. During the fourth quarter of fiscal 2020, the System received approximately \$27 million from these accelerated Medicare payment requests, and these amounts are recorded under "amounts payable to third-party payors" in the consolidated balance sheet.

The System also maintains contracts with Anthem Health Plans of New Hampshire, managed care providers and various other payors which reimburse the System for services based on charges with varying discount levels.

The System does not pursue collection of amounts determined to qualify as charity care, therefore, they are not reported as revenues.



**SOUTHERN NEW HAMPSHIRE HEALTH SYSTEM, INC.****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

Year Ended June 30, 2020 and Nine Month Period Ended June 30, 2019

**4. Concentration of Credit Risk**

The System grants credit without collateral to its patients, most of whom are local area residents and are insured under third-party payor agreements. The mix of receivables from patients and third-party payors was as follows at June 30:

	<u>2020</u>	<u>2019</u>
Medicare	33%	32%
Medicaid	11	10
Private payors	43	42
Self-pay	<u>13</u>	<u>16</u>
	<u>100%</u>	<u>100%</u>

**5. Investments and Assets Whose Use is Limited**

Investments and assets whose use is limited, which are recorded at fair value are reported in the accompanying consolidated balance sheets as follows:

	<u>June 30, 2020</u>	<u>June 30, 2019</u>
Funds held by trustee	\$ 11,064,985	\$ 2,193,014
Investments	106,838,297	107,419,194
Employee benefit plans and other	36,458,736	32,934,869
Board designated and donor-restricted	<u>107,270,588</u>	<u>103,449,322</u>
	<u>\$261,632,606</u>	<u>\$245,996,399</u>

The composition of the fair value of investments and assets whose use is limited is set forth in the following table:

	<u>June 30, 2020</u>	<u>June 30, 2019</u>
Cash and cash equivalents	\$ 29,834,626	\$ 2,508,930
Fixed income securities	66,933,048	82,960,300
Marketable equity securities	126,013,789	124,859,354
Real estate investment trust	1,157,345	1,418,770
Other	1,235,062	1,314,176
Employee benefit plans	<u>36,458,736</u>	<u>32,934,869</u>
	<u>\$261,632,606</u>	<u>\$245,996,399</u>

See Note 13 for additional information with respect to fair values.



**SOUTHERN NEW HAMPSHIRE HEALTH SYSTEM, INC.****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

Year Ended June 30, 2020 and Nine Month Period Ended June 30, 2019

**5. Investments and Assets Whose Use is Limited (Continued)**

Investments, board designated and donor-restricted investments are comprised of the following:

	<u>June 30,</u> <u>2020</u>	<u>June 30,</u> <u>2019</u>
Investments	\$106,838,297	\$107,419,194
Board designated for capital, working capital and community service	103,103,022	100,857,567
Donor-restricted	<u>4,167,566</u>	<u>2,591,755</u>
	<u>\$214,108,885</u>	<u>\$210,868,516</u>

Unrestricted investment income and gains (losses) on investments are summarized as follows:

	<u>Year</u> <u>Ended</u> <u>June 30,</u> <u>2020</u>	<u>Nine Month</u> <u>Period Ended</u> <u>June 30,</u> <u>2019</u>
Operating interest and dividend income	\$ 2,898,799	\$2,602,093
Other interest and dividend income	3,149,788	2,711,824
Net (losses) gains on investments	<u>(3,215,831)</u>	<u>1,528,070</u>
Nonoperating investment (loss) return	<u>(66,043)</u>	<u>4,239,894</u>
Total investment return	<u>\$ 2,832,756</u>	<u>\$6,841,987</u>

All board designated and donor-restricted investment income and gains (losses) including unrealized gains (losses) are included as part of nonoperating (losses) gains, net in the accompanying consolidated statements of operations and changes in net assets.



**SOUTHERN NEW HAMPSHIRE HEALTH SYSTEM, INC.****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

Year Ended June 30, 2020 and Nine Month Period Ended June 30, 2019

**6. Net Assets With Donor Restrictions**

Net assets with donor restrictions are available for the following purposes:

	June 30, <u>2020</u>	June 30, <u>2019</u>
Purpose restriction:		
Equipment and capital improvements	\$ 85,000	\$ 55,000
Education and scholarships	143,800	130,978
Designated for certain communities	73,069	40,264
Clark Fund – endoscopy and education	<u>1,500,184</u>	<u>—</u>
	1,802,053	226,242
Perpetual in nature:		
Investments, gains and income from which is donor restricted	<u>2,365,513</u>	<u>2,365,513</u>
Total net assets with donor restrictions	<u>\$4,167,566</u>	<u>\$2,591,755</u>

Net assets with donor restrictions are managed in accordance with donor intent and are invested in various portfolios.

**7. Property and Equipment**

A summary of property and equipment follows:

	June 30, <u>2020</u>	June 30, <u>2019</u>
Land and land improvements	\$ 20,421,614	\$ 19,995,548
Buildings and fixed equipment	187,275,157	185,034,852
Major movable equipment and software	117,771,716	113,207,305
Construction and information technology projects in progress	<u>22,479,121</u>	<u>6,377,925</u>
	347,947,608	324,615,630
Less accumulated depreciation	<u>(209,665,814)</u>	<u>(197,522,117)</u>
	<u>\$ 138,281,794</u>	<u>\$ 127,093,513</u>



**SOUTHERN NEW HAMPSHIRE HEALTH SYSTEM, INC.****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

Year Ended June 30, 2020 and Nine Month Period Ended June 30, 2019

**8. Long-Term Debt**

Long-term debt consists of the following:

	<u>June 30,</u> <u>2020</u>	<u>June 30,</u> <u>2019</u>
New Hampshire Health and Education Facilities Authority (the Authority):		
Series 2016 Revenue Bonds with interest ranging from 3.0% to 5.0% per year. Principal and sinking fund installments are required in amounts ranging from \$2,040,000 to \$4,270,000 through October 1, 2037	\$55,205,000	\$57,305,000
Unamortized original issue premium	3,630,833	3,988,596
Tax-exempt equipment lease financing with a fixed interest rate of 1.29% with required monthly principal payments ranging from \$125,833 to \$130,651 through June 7, 2023	4,616,168	6,115,671
2019 tax-exempt equipment lease financing with a fixed interest rate of 1.92% with required monthly principal payments ranging from \$188,343 to \$224,198 through August 30, 2029	22,633,035	—
Equipment lease financing with required monthly principal payments of \$5,833 commencing January 2022 and expiring in December 2026	<u>350,000</u>	<u>—</u>
	86,435,036	67,409,267
Less unamortized financing costs	(427,355)	(436,514)
Less current portion	<u>(5,959,062)</u>	<u>(3,599,502)</u>
	<u>\$80,048,619</u>	<u>\$63,373,251</u>

The Obligated Group for the Series 2016 bonds is comprised of the System and the Medical Center. However, the System has no revenues, expenses or net assets independent of the Medical Center or the Foundation.

No debt service reserve funds are required under the Series 2016 bonds so long as the Medical Center meets certain debt covenants. The funds held by the trustee are comprised of the following:

	<u>June 30,</u> <u>2020</u>	<u>June 30,</u> <u>2019</u>
Debt service principal fund – Series 2016	\$ 1,626,930	\$1,589,098
Debt service interest fund – Series 2016	591,308	603,916
2019 equipment lease financing fund	<u>8,846,747</u>	<u>—</u>
Total funds held by trustees	<u>\$11,064,985</u>	<u>\$2,193,014</u>



**SOUTHERN NEW HAMPSHIRE HEALTH SYSTEM, INC.**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**Year Ended June 30, 2020 and Nine Month Period Ended June 30, 2019**

**8. Long-Term Debt (Continued)**

The Medical Center's revenue bond agreements with the Authority grant the Authority a security interest in the Medical Center's gross receipts. In addition, under the terms of the master indentures, the Medical Center is required to meet certain covenant requirements. At June 30, 2020, the Medical Center was in compliance with these requirements.

Aggregate annual principal payments required under the bonds and equipment financing agreement for each of the five years ending June 30, 2025 are approximately \$5,959,000, \$6,083,000, \$6,223,000, \$4,805,000 and \$4,962,000, respectively.

In June 2016, the Medical Center entered into a seven year \$10,500,000 tax-exempt equipment lease financing with the Authority and Bank of America. The proceeds of the financing are held by a trustee, under the terms of an escrow agreement which allow for withdrawals only for approved purchases of capital equipment. The agreement grants Bank of America security interest in the equipment financed with the proceeds for the duration of the lease.

In 2019, the System entered into a ten year \$24,500,000 equipment lease financing with Bank of America to update an electronic medical record system and acquire various other medical equipment. Certain proceeds of the financing are held by a trustee, under the terms of an escrow agreement which allow for withdrawals only for approved purchases. The project is expected to be completed in November 2020.

Interest paid on long-term debt totaled \$2,797,613 for the year ended June 30, 2020 and \$2,476,167 for the nine month period ended June 30, 2019. Interest totaling approximately \$133,000 was capitalized during the year ended June 30, 2020. There was no interest capitalized during the nine month period ended June 30, 2019.

The fair value of long-term debt is estimated to be approximately \$88,874,000 at June 30, 2020 and \$69,025,000 at June 30, 2019.

The System entered into a revolving line of credit agreement with a bank on May 1, 2020 for \$25,000,000. The line of credit is available through April 29, 2021, with the option to renew. The line of credit agreement bears interest at LIBOR plus 1.40%. An unused line of credit fee is equal to 0.375% per year. At June 30, 2020, there were no borrowings outstanding under this agreement.



**SOUTHERN NEW HAMPSHIRE HEALTH SYSTEM, INC.****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

Year Ended June 30, 2020 and Nine Month Period Ended June 30, 2019

**9. Pension Plan**

The following table presents a reconciliation of the beginning and ending balances of the Medical Center's defined benefit pension plan projected benefit obligation and the fair value of plan assets, and funded status of the plan at:

	Year Ended June 30, <u>2020</u>	Nine Month Period Ended June 30, <u>2019</u>
Changes in benefit obligations:		
Projected benefit obligation, beginning of period	\$(85,802,345)	\$(77,530,841)
Interest cost	(3,158,199)	(2,512,797)
Benefits paid	2,870,982	1,957,958
Actuarial loss	<u>(11,842,288)</u>	<u>(7,716,665)</u>
Projected benefit obligations, end of period	<u>\$(97,931,850)</u>	<u>\$(85,802,345)</u>
Changes in plan assets:		
Fair value of plan assets, beginning of period	\$ 72,316,548	\$ 71,839,114
Actual return on plan assets	2,147,659	2,435,392
Expenses	(450)	-
Benefits paid	<u>(2,870,982)</u>	<u>(1,957,958)</u>
Fair value of plan assets, end of period	<u>\$ 71,592,775</u>	<u>\$ 72,316,548</u>
Funded status of the plan	<u>\$(26,339,075)</u>	<u>\$(13,485,797)</u>
Net accrued liability	<u>\$(26,339,075)</u>	<u>\$(13,485,797)</u>

Amounts recognized as pension adjustments in net assets without donor restrictions consist of the following at:

	June 30, <u>2020</u>	June 30, <u>2019</u>
Net actuarial loss	<u>\$49,233,464</u>	<u>\$35,341,214</u>

The accumulated benefit obligation as of the plan's measurement date of June 30, 2020 and 2019, was \$97,931,850 and \$85,802,345, respectively.

The weighted-average assumptions used to determine the pension benefit obligation are as follows at:

	June 30, <u>2020</u>	June 30, <u>2019</u>
Discount rate	2.75%	3.75%



**SOUTHERN NEW HAMPSHIRE HEALTH SYSTEM, INC.****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

Year Ended June 30, 2020 and Nine Month Period Ended June 30, 2019

**9. Pension Plan (Continued)****Pension Plan Asset Fair Value Measurements**

The fair values of the System's pension plan assets as of June 30, 2020 and June 30, 2019, by asset category, are as follows (see note 13 for level definitions):

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
<b><u>June 30, 2020</u></b>				
Pooled separate accounts:				
Money market	\$ —	\$ 1,725,162	\$ —	\$ 1,725,162
International equity	—	4,729,474	—	4,729,474
Large cap equity	—	23,185,276	—	23,185,276
Mid cap equity	—	4,397,401	—	4,397,401
Small cap equity	—	3,550,705	—	3,550,705
Bond funds	—	<u>34,004,757</u>	—	<u>34,004,757</u>
	<u>\$ —</u>	<u>\$71,592,775</u>	<u>\$ —</u>	<u>\$71,592,775</u>
<b><u>June 30, 2019</u></b>				
Pooled separate accounts:				
Money market	\$ —	\$ 2,001,348	\$ —	\$ 2,001,348
International equity	—	4,663,271	—	4,663,271
Large cap equity	—	23,112,760	—	23,112,760
Mid cap equity	—	5,094,575	—	5,094,575
Small cap equity	—	3,624,599	—	3,624,599
Bond funds	—	<u>33,819,995</u>	—	<u>33,819,995</u>
	<u>\$ —</u>	<u>\$72,316,548</u>	<u>\$ —</u>	<u>\$72,316,548</u>

Net periodic pension gain includes the following components:

	Year Ended June 30, <u>2020</u>	Nine Month Period Ended June 30, <u>2019</u>
Interest cost on projected benefit obligation	\$ 3,158,199	\$ 2,512,797
Expected return on plan assets	(5,128,132)	(3,853,020)
Recognized loss	<u>931,141</u>	<u>505,780</u>
Total gain	<u>\$ (1,038,792)</u>	<u>\$ (834,443)</u>



**SOUTHERN NEW HAMPSHIRE HEALTH SYSTEM, INC.****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

Year Ended June 30, 2020 and Nine Month Period Ended June 30, 2019

**9. Pension Plan (Continued)**

The weighted-average assumptions used to determine net periodic benefit cost are as follows:

	Year Ended June 30, <u>2020</u>	Nine Month Period Ended June 30, <u>2019</u>
Discount rate	3.75%	4.35%
Expected long-term rate of return on plan assets	7.25%	7.25%

Other changes in plan assets and benefit obligations recognized in adjustments to net assets without donor restrictions are as follows:

	Year Ended June 30, <u>2020</u>	Nine Month Period Ended June 30, <u>2019</u>
Net loss	<u>\$13,892,250</u>	<u>\$8,628,513</u>
Total recognized adjustment to net assets without donor restrictions	<u>\$13,892,250</u>	<u>\$8,628,513</u>

The estimated net loss for the defined benefit pension plan that will be amortized from net assets without donor restrictions into net periodic benefit cost over the next fiscal year is \$1,422,803.

**Plan Amendments**

On August 15, 2011, the Board of Directors of the System resolved to freeze the defined benefit pension plan effective October 8, 2011. Any employee who was a participant of the plan on that date will continue as a participant. No other person will become a participant after that date. Benefits to participants also stopped accruing on October 8, 2011. This amendment impacted the present value of accumulated plan benefits by eliminating the increase due to annual benefit accruals. Also effective October 8, 2011, the System provides qualifying employees with an additional 2% contribution under its existing defined contribution plan to supplement their retirement benefits.

**Plan Assets**

The primary investment objective of the Medical Center's retirement plan is to provide pension benefits for its members and their beneficiaries by ensuring a sufficient pool of assets to meet the plan's current and future benefit obligations. These funds are managed as permanent funds with disciplined longer-term investment objectives and strategies designed to meet cash flow requirements of the plan. Funds are managed in accordance with ERISA and all other regulatory requirements.



**SOUTHERN NEW HAMPSHIRE HEALTH SYSTEM, INC.****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

Year Ended June 30, 2020 and Nine Month Period Ended June 30, 2019

**9. Pension Plan (Continued)**

Management of the assets is designed to maximize total return while preserving the capital values of the fund, protecting the fund from inflation, and providing liquidity as needed for plan benefits. The objective is to provide a rate of return that meets inflation, plus 5.5%, over a long-term horizon.

The Plan aims to diversify its holdings among sectors, industries and companies. No more than 10% of the plan's portfolio, excluding U.S. Government obligations and cash, may be held in an individual company's stock or bonds.

A periodic review is performed of the pension plan's investment in various asset classes. The current asset allocation target is 50% to 70% equities, 30% to 50% fixed income, and 0% to 5% cash and other.

The Medical Center's pension plan weighted-average asset allocation by asset category is as follows:

	June 30, <u>2020</u>	June 30, <u>2019</u>
Marketable equity securities	50%	50%
U.S. Government obligations and corporate bonds	<u>50</u>	<u>50</u>
	<u>100%</u>	<u>100%</u>

**Contributions**

The Medical Center does not have a minimum required contribution for 2021 and does not expect to voluntarily contribute to its pension plan in 2021.

**Estimated Future Benefit Payments**

The following benefit payments are expected to be paid as follows for the years ended June 30:

2021	\$ 3,461,648
2022	3,544,637
2023	3,780,061
2024	4,009,138
2025	4,238,105
Years 2026 – 2030	23,726,541



**SOUTHERN NEW HAMPSHIRE HEALTH SYSTEM, INC.****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

Year Ended June 30, 2020 and Nine Month Period Ended June 30, 2019

**10. Functional Expenses**

The Medical Center and the Foundation provide general health care services to residents within their geographic location. Expenses related to providing these services are as follows for year ended June 30, 2020 and the nine month period ended June 30, 2019:

	<u>Health Services</u>	<u>General and Administrative</u>	<u>Total</u>
<b><u>2020 (12 Months)</u></b>			
Salaries and wages	\$175,822,074	\$ 28,142,758	\$203,964,832
Employee benefits	33,205,543	5,492,798	38,698,341
Supplies and other	74,506,259	20,538,246	95,044,505
Interest	1,958,033	380,357	2,338,390
Provider tax	13,353,132	—	13,353,132
Depreciation	<u>10,022,303</u>	<u>3,457,593</u>	<u>13,479,896</u>
	<u>\$308,867,344</u>	<u>\$ 58,011,752</u>	<u>\$366,879,096</u>
<b><u>2019 (9 Months)</u></b>			
Salaries and wages	\$135,266,038	\$ 23,000,187	\$158,266,225
Employee benefits	20,737,238	3,472,590	24,209,828
Supplies and other	57,513,764	13,970,547	71,484,311
Interest	1,370,042	241,359	1,611,401
Provider tax	9,545,778	—	9,545,778
Depreciation	<u>7,899,050</u>	<u>2,725,092</u>	<u>10,624,142</u>
	<u>\$232,331,910</u>	<u>\$43,409,775</u>	<u>\$275,741,685</u>

The financial statements report certain expense categories that are attributable to more than one healthcare service or support function. Therefore, these expenses require an allocation on a reasonable basis that is consistently applied. Costs not directly attributable to a function, such as, depreciation and interest, are allocated to a function based on square footage. Supporting activities that are not directly identifiable with one or more healthcare programs are classified as general and administrative. If it is impossible or impractical to make a direct identification, allocation of the expenses were made according to management's estimates. Employee benefits were allocated in accordance with the ratio of salaries and wages of the functional classes. Specifically identifiable costs are assigned to the function which they are identified to.

**11. Leases**

The System leases equipment as well as office and storage space for operations under various noncancelable lease agreements. These leases are treated as operating leases and expire at various dates through 2029. Rental expense on all operating leases for the year ended June 30, 2020 and nine month period ended June 30, 2019 was \$1,888,081 and \$1,327,783, respectively.



**SOUTHERN NEW HAMPSHIRE HEALTH SYSTEM, INC.****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

Year Ended June 30, 2020 and Nine Month Period Ended June 30, 2019

**11. Leases (Continued)**

Future minimum lease payments required under operating leases as of June 30, 2020 are as follows:

Year ending June 30:

2021	\$1,486,808
2022	1,273,416
2023	1,231,656
2024	1,186,206
2025	955,056
Thereafter	<u>2,561,885</u>

Total future minimum lease payments	<u>\$8,695,027</u>
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**12. Community Benefits (Unaudited)**

In accordance with its mission, the System provides substantial benefits to the southern New Hampshire region. The following community benefits were provided by the System for the year ended June 30, 2020 and nine month period ended June 30, 2019:

	<u>Community Benefit Costs</u>	<u>Offsetting Revenues</u>	<u>Net Community Benefit Expense</u>
<b><u>2020 (12 Months)</u></b>			
Charity care (see note 3)	\$ 4,004,431	\$ —	\$ 4,004,431
Uncompensated care	4,171,580	—	4,171,580
Subsidized care	187,891,047	121,965,164	65,925,883
Cash and in-kind contributions	<u>6,470,064</u>	<u>294,249</u>	<u>6,175,815</u>
Total	<u>\$202,537,122</u>	<u>\$122,259,413</u>	<u>\$80,277,709</u>
<b><u>2019 (9 Months)</u></b>			
Charity care (see note 3)	\$ 3,024,317	\$ —	\$ 3,024,317
Uncompensated care	3,051,980	—	3,051,980
Subsidized care	141,717,507	98,899,076	42,818,431
Cash and in-kind contributions	<u>5,506,911</u>	<u>237,153</u>	<u>5,269,758</u>
Total	<u>\$153,300,715</u>	<u>\$ 99,136,229</u>	<u>\$54,164,486</u>

*Charity care:* The System provides care to patients who meet certain criteria under its board established charity care policy without charge or at amounts less than its established rates. The System does not pursue collection of amounts determined to qualify as charity care, therefore, they are not reported as revenues. The estimated costs of caring for charity care patients for the year ended June 30, 2020 and nine month period ended June 30, 2019 were approximately \$4.0 million and \$3.0 million, respectively.



## **SOUTHERN NEW HAMPSHIRE HEALTH SYSTEM, INC.**

### **NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

Year Ended June 30, 2020 and Nine Month Period Ended June 30, 2019

#### **12. Community Benefits (Unaudited) (Continued)**

*Uncompensated care:* The System provides care to patients without insurance, regardless of their ability to pay. Though the System attempts to assist all patients enrolling in available public assistance programs or qualification under its charity care policy, many patients either fail to comply with administrative requirements, or do not qualify. In these instances, the System attempts to collect for these services. However, the overwhelming majority of these accounts are ultimately uncollectible.

*Subsidized care:* The System provides services to patients enrolled in public service programs, i.e., Medicare and Medicaid, at rates substantially below cost.

*Cash and in-kind contributions:* The System supports various community initiatives including healthcare outreach, research and education. Other cash and in-kind contributions can be found in the community benefits report posted on the System's website.

#### **13. Fair Value Measurements**

Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. 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.

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.



## SOUTHERN NEW HAMPSHIRE HEALTH SYSTEM, INC.

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Year Ended June 30, 2020 and Nine Month Period Ended June 30, 2019

**13. Fair Value Measurements (Continued)**

In determining the appropriate levels, the System performs a detailed analysis of the assets and liabilities. At each reporting period, all assets and liabilities for which the fair value measurement is based on significant unobservable inputs are classified as Level 3.

For the year ended June 30, 2020 and nine month period ended June 30, 2019, the application of valuation techniques applied to similar assets and liabilities has been consistent. The following is a description of the valuation methodologies used:

Marketable Equity Securities

Marketable equity securities are valued based on stated market prices and at the net asset value of shares held by the System at year end, which results in classification as Level 1 or Level 2 within the fair value hierarchy.

Fixed Income Securities

The fair value for debt instruments is determined by using broker or dealer quotations, external pricing providers, or alternative pricing sources with reasonable levels of price transparency. The System holds U.S. governmental and federal agency debt instruments, municipal bonds, corporate bonds, and foreign bonds which are classified as Level 1 or Level 2 within the fair value hierarchy.

Employee Benefit Plans

Underlying plan investments within these funds are stated at quoted market prices. These investments are generally classified as Level 1 within the fair value hierarchy.

Fair Value on a Recurring Basis

The following presents the balances of assets (funds held by trustee, investments and assets whose use is limited) measured at fair value on a recurring basis at June 30, 2020 and 2019:

	<u>Total</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>
<b><u>June 30, 2020</u></b>				
Cash and cash equivalents	\$ 29,834,626	\$ 29,834,626	\$ —	\$ —
Marketable equity securities:				
Large cap	99,004,736	64,983,949	34,020,787	—
Mid cap	7,310,957	92,126	7,218,831	—
Small cap	7,026,046	3,118,695	3,907,351	—
International	12,672,050	8,962,725	3,709,325	—
Fixed income securities:				
U.S. Government obligations	13,627,217	13,627,217	—	—
Corporate bonds	50,425,312	50,425,312	—	—
Foreign bonds	2,880,519	2,880,519	—	—
Other investments	2,392,407	1,589,327	803,080	—
Employee benefit plans	<u>36,458,736</u>	<u>36,458,736</u>	<u>—</u>	<u>—</u>
	<u>\$261,632,606</u>	<u>\$211,973,232</u>	<u>\$49,659,374</u>	<u>\$ —</u>



**SOUTHERN NEW HAMPSHIRE HEALTH SYSTEM, INC.****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

Year Ended June 30, 2020 and Nine Month Period Ended June 30, 2019

**13. Fair Value Measurements (Continued)**

	<u>Total</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>
<b><u>June 30, 2019</u></b>				
Cash and cash equivalents	\$ 2,508,930	\$ 2,508,930	\$ —	\$ —
Marketable equity securities:				
Large cap	96,364,728	64,395,808	31,968,920	—
Mid cap	7,733,694	—	7,733,694	—
Small cap	7,521,376	3,301,270	4,220,106	—
International	13,239,556	9,354,972	3,884,584	—
Fixed income securities:				
U.S. Government obligations	14,504,602	14,504,602	—	—
Corporate bonds	64,496,392	64,496,392	—	—
Foreign bonds	3,959,306	3,959,306	—	—
Other investments	2,732,946	1,762,559	970,387	—
Employee benefit plans	<u>32,934,869</u>	<u>32,934,869</u>	<u>—</u>	<u>—</u>
	<u>\$245,996,399</u>	<u>\$197,218,708</u>	<u>\$48,777,691</u>	<u>\$ —</u>

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 consolidated balance sheets and statements of operations.

Investment StrategiesMarketable Equity Securities

The primary purpose of equity investments is to provide appreciation of principal and growth of income with the recognition that this requires the assumption of greater market volatility and risk of loss. The total equity portion of the portfolio will be broadly diversified according to economic sector, industry, number of holdings and other characteristics including style and capitalization. The System may employ multiple equity investment managers, each of whom may have distinct investment styles. Accordingly, while each manager's portfolio may not be fully diversified, it is expected that the combined equity portfolio will be broadly diversified.

Fixed Income Securities (Debt Instruments)

The primary purpose of fixed income investments is to provide a highly predictable and dependable source of income, preserve capital, and reduce the volatility of the total portfolio and hedge against the risk of deflation or protracted economic contraction.



**SOUTHERN NEW HAMPSHIRE HEALTH SYSTEM, INC.**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

Year Ended June 30, 2020 and Nine Month Period Ended June 30, 2019

**13. Fair Value Measurements (Continued)**

**Fair Value of Other Financial Instruments**

The following methods and assumptions were used by the System in estimating the "fair value" of other financial instruments in the accompanying consolidated financial statements and notes thereto:

*Cash and cash equivalents:* The carrying amounts reported in the accompanying consolidated balance sheets for these financial instruments approximate their fair values.

*Accounts receivable and accounts payable:* The carrying amounts reported in the accompanying consolidated balance sheets approximate their respective fair values due to the short maturities of these instruments.

*Long-term debt:* The fair value of the notes payable and long-term debt, as disclosed in Note 8, was calculated based upon discounted cash flows through maturity based on market rates currently available for borrowing with similar maturities.

**14. Medicaid Enhancement Tax and Medicaid Disproportionate Share**

Under the State of New Hampshire's (the State) tax code, the State imposes a Medicaid Enhancement Tax (MET) equal to 5.4% of the Medical Center's net patient service revenues in State fiscal years 2020 and 2019, with certain exclusions. The amount of the tax provided by for the Medical Center for the year ended June 30, 2020 and nine month period ended June 30, 2019 was \$13,353,132 and \$9,545,778, respectively.

The State provides disproportionate share payments (DSH) to hospitals based on a set percentage of uncompensated care provided. The Medical Center received DSH interim funding of \$11,998,144 and \$10,284,949 during the year ended June 30, 2020 and nine month period ended June 30, 2019, respectively. Reserves on these receipts were established for \$1,799,722 and \$1,542,742 at the year ended June 30, 2020 and nine month period ended June 30, 2019, respectively, as these payments are subject to the State DSH annual audit and potential redistributions.



**SOUTHERN NEW HAMPSHIRE HEALTH SYSTEM, INC.****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

Year Ended June 30, 2020 and Nine Month Period Ended June 30, 2019

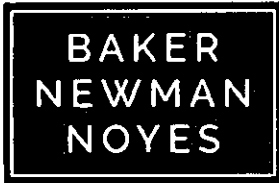
**15. Financial Assets and Liquidity Resources**

Financial assets and liquidity resources available within one year for general expenditure, such as operating expenses, scheduled principal payments on debt, and capital construction costs not financed with debt, consisted of the following as of June 30, 2020:

Cash and cash equivalents	\$ 58,239,550
Accounts receivable	32,484,462
Funds held by trustee	<u>11,064,985</u>
	<b><u>\$101,788,997</u></b>

To manage liquidity, the System maintains sufficient cash and cash equivalent balances to support daily operations throughout the year. Cash and cash equivalents include bank deposits, money market funds, and other similar vehicles that generate a return on cash and provide daily liquidity to the System. In addition, the System has board-designated and long-term investments without donor restrictions that can be utilized to help fund both operational needs and/or capital projects. As of June 30, 2020, the balance in board-designated and long-term investments were \$107,270,588 and \$106,838,297, respectively.





Baker Newman & Noyes LLC  
MAINE | MASSACHUSETTS | NEW HAMPSHIRE  
800.244.7444 | [www.bnn CPA.com](http://www.bnn CPA.com)

**INDEPENDENT AUDITORS' REPORT  
ON OTHER FINANCIAL INFORMATION**

Board of Trustees  
Southern New Hampshire Health System, Inc.

We have audited the consolidated financial statements of Southern New Hampshire Health System, Inc. (the System) as of and for the year ended June 30, 2020 and nine month period ended June 30, 2019, and have issued our report thereon, which contains an unmodified opinion on those consolidated financial statements. See pages 1 and 2. Our audits were conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The consolidating information is presented for purposes of additional analysis rather than to present the financial position, results of operations and cash flows of the individual entities and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The consolidating information has been subjected to the auditing procedures applied in the audits of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

*Baker Newman & Noyes LLC*

Manchester, New Hampshire  
September 4, 2020



## SOUTHERN NEW HAMPSHIRE HEALTH SYSTEM, INC.

## CONSOLIDATING BALANCE SHEETS

June 30, 2020 and 2019

ASSETS

	June 30, 2020				June 30, 2019			
	Consol- idated	Elimi- nation Entries	Southern New Hampshire Medical Center	Foundation Medical Partners, Inc.	Consol- idated	Elimi- nation Entries	Southern New Hampshire Medical Center	Foundation Medical Partners, Inc.
Current assets:								
Cash and cash equivalents	\$ 58,239,550	\$ —	\$ 58,239,550	\$ —	\$ 32,599,728	\$ —	\$ 32,599,728	\$ —
Accounts receivable	32,484,462	—	23,346,056	9,138,406	37,568,047	—	26,414,725	11,153,322
Inventories	5,348,797	—	4,389,498	959,299	4,725,407	—	3,936,587	788,820
Prepaid expenses and other current assets	4,470,298	(289,636)	3,079,713	1,680,221	3,885,810	(289,636)	3,035,939	1,139,507
Funds held by trustee	<u>11,064,985</u>	<u>—</u>	<u>11,064,985</u>	<u>—</u>	<u>2,193,014</u>	<u>—</u>	<u>2,193,014</u>	<u>—</u>
Total current assets	111,608,092	(289,636)	100,119,802	11,777,926	80,972,006	(289,636)	68,179,993	13,081,649
Investments	106,838,297	—	106,838,297	—	107,419,194	—	107,419,194	—
Assets whose use is limited:								
Employee benefit plans and other	36,458,736	—	5,095,285	31,363,451	32,934,869	—	4,743,771	28,191,098
Board designated and donor-restricted	<u>107,270,588</u>	<u>—</u>	<u>107,270,588</u>	<u>—</u>	<u>103,449,322</u>	<u>—</u>	<u>103,449,322</u>	<u>—</u>
	143,729,324	—	112,365,873	31,363,451	136,384,191	—	108,193,093	28,191,098
Property, plant and equipment, net	138,281,794	(88,648)	130,873,541	7,496,901	127,093,513	(97,513)	118,558,576	8,632,450
Other assets	<u>10,555,869</u>	<u>(4,016,382)</u>	<u>14,527,147</u>	<u>45,104</u>	<u>10,803,946</u>	<u>(4,301,404)</u>	<u>15,044,274</u>	<u>61,076</u>
Total assets	<u>\$511,013,376</u>	<u>\$(4,394,666)</u>	<u>\$464,724,660</u>	<u>\$50,683,382</u>	<u>\$462,672,850</u>	<u>\$(4,688,553)</u>	<u>\$417,395,130</u>	<u>\$49,966,273</u>



LIABILITIES AND NET ASSETS

	June 30, 2020				June 30, 2019			
	Consol- idated	Elimi- nation Entries	Southern New Hampshire Medical Center	Foundation Medical Partners, Inc.	Consol- idated	Elimi- nation Entries	Southern New Hampshire Medical Center	Foundation Medical Partners, Inc.
Current liabilities:								
Accounts payable and other accrued expenses	\$ 33,831,170	\$ —	\$ 25,924,388	\$ 7,906,782	\$ 21,860,069	\$ —	\$ 17,155,513	\$ 4,704,556
Accrued compensation and related taxes	27,697,987	—	16,496,409	11,201,578	28,088,110	—	16,087,573	12,000,537
Accrued interest payable	577,560	—	577,560	—	593,310	—	593,310	—
Amounts payable to third-party payors	43,696,667	—	38,696,667	5,000,000	16,377,450	—	16,377,450	—
Current portion of long-term debt	<u>5,959,062</u>	<u>—</u>	<u>5,959,062</u>	<u>—</u>	<u>3,599,502</u>	<u>—</u>	<u>3,599,502</u>	<u>—</u>
Total current liabilities	111,762,446	—	87,654,086	24,108,360	70,518,441	—	53,813,348	16,705,093
Other liabilities	70,135,711	(4,394,666)	36,725,217	37,805,160	53,350,863	(4,688,553)	24,035,163	34,004,253
Long-term debt, less current portion and net of unamortized financing costs	80,048,619	—	80,048,619	—	63,373,251	—	63,373,251	—
Net assets:								
Without donor restrictions	244,899,034	—	256,129,172	(11,230,138)	272,838,540	—	273,581,613	(743,073)
With donor restrictions	<u>4,167,566</u>	<u>—</u>	<u>4,167,566</u>	<u>—</u>	<u>2,591,755</u>	<u>—</u>	<u>2,591,755</u>	<u>—</u>
	<u>249,066,600</u>	<u>—</u>	<u>260,296,738</u>	<u>(11,230,138)</u>	<u>275,430,295</u>	<u>—</u>	<u>276,173,368</u>	<u>(743,073)</u>
Total liabilities and net assets	<u>\$511,013,376</u>	<u>\$(4,394,666)</u>	<u>\$464,724,660</u>	<u>\$50,683,382</u>	<u>\$462,672,850</u>	<u>\$(4,688,553)</u>	<u>\$417,395,130</u>	<u>\$49,966,273</u>



## SOUTHERN NEW HAMPSHIRE HEALTH SYSTEM, INC.

## CONSOLIDATING STATEMENTS OF OPERATIONS AND CHANGES IN NET ASSETS

Year Ended June 30, 2020 and Nine Month Period Ended June 30, 2019

	Year Ended June 30, 2020				Nine Month Period Ended June 30, 2019			
	Consol- idated	Elimi- nation Entries	Southern New Hampshire Medical Center	Foundation Medical Partners, Inc.	Consol- idated	Elimi- nation Entries	Southern New Hampshire Medical Center	Foundation Medical Partners, Inc.
Operating revenue:								
Patient service revenue	\$ 321,261,773	\$ (3,351,537)	\$ 223,650,232	\$ 100,963,078	\$ 264,766,957	\$ (3,233,918)	\$ 184,180,617	\$ 83,820,258
Disproportionate share hospital revenue	10,507,021	—	10,507,021	—	7,014,331	—	7,014,331	—
Interest and dividends	2,898,799	—	2,898,799	—	2,602,093	—	2,602,093	—
Other operating revenue	<u>18,355,740</u>	<u>(12,106,428)</u>	<u>14,407,164</u>	<u>16,055,004</u>	<u>9,135,321</u>	<u>(8,682,812)</u>	<u>7,858,071</u>	<u>9,960,062</u>
Total revenue	353,023,333	(15,457,965)	251,463,216	117,018,082	283,518,702	(11,916,730)	201,655,112	93,780,320
Operating expenses:								
Salaries and wages	203,964,832	(1,091,780)	102,288,823	102,767,789	158,266,225	(71,940)	79,293,089	79,045,076
Employee benefits	38,698,341	(3,351,537)	22,076,828	19,973,050	24,209,828	(3,233,918)	13,742,827	13,700,919
Supplies and other expenses	95,044,505	(10,719,503)	70,752,578	35,011,430	71,484,311	(8,379,581)	52,220,669	27,643,223
Depreciation	13,479,896	—	12,046,783	1,433,113	10,624,142	—	9,450,781	1,173,361
New Hampshire Medicaid enhancement tax	13,353,132	—	13,353,132	—	9,545,778	—	9,545,778	—
Interest	<u>2,338,390</u>	<u>(295,145)</u>	<u>2,338,987</u>	<u>294,548</u>	<u>1,611,401</u>	<u>(231,291)</u>	<u>1,611,401</u>	<u>231,291</u>
Total operating expenses	<u>366,879,096</u>	<u>(15,457,965)</u>	<u>222,857,131</u>	<u>159,479,930</u>	<u>275,741,685</u>	<u>(11,916,730)</u>	<u>165,864,545</u>	<u>121,793,870</u>
(Loss) income from operations	(13,855,763)	—	28,606,085	(42,461,848)	7,777,017	—	35,790,567	(28,013,550)
Nonoperating gains (losses):								
Investment (loss) return	(66,043)	—	(66,043)	—	4,239,894	—	4,239,894	—
Contributions and nonoperating revenues and other net gains (losses)	(208,886)	—	(208,886)	—	(525,090)	—	(525,090)	—
Net periodic pension gain	<u>1,038,792</u>	<u>—</u>	<u>1,038,792</u>	<u>—</u>	<u>834,443</u>	<u>—</u>	<u>834,443</u>	<u>—</u>
Nonoperating gains, net	<u>763,863</u>	<u>—</u>	<u>763,863</u>	<u>—</u>	<u>4,549,247</u>	<u>—</u>	<u>4,549,247</u>	<u>—</u>
(Deficiency) excess of revenues and non- operating gains (losses) over expenses	(13,091,900)	—	29,369,948	(42,461,848)	12,326,264	—	40,339,814	(28,013,550)



	Year Ended June 30, 2020				Nine Month Period Ended June 30, 2019			
	Consol- idated	Elimi- nation Entries	Southern New Hampshire Medical Center	Foundation Medical Partners, Inc.	Consol- idated	Elimi- nation Entries	Southern New Hampshire Medical Center	Foundation Medical Partners, Inc.
Transfers from (to) affiliates	\$ —	\$ —	\$ (31,974,783)	\$ 31,974,783	\$ —	\$ —	\$ (27,641,135)	\$ 27,641,135
Transfers to SolutionHealth, Inc.	(955,356)	—	(955,356)	—	(706,222)	—	(706,222)	—
Pension adjustment	<u>(13,892,250)</u>	—	<u>(13,892,250)</u>	—	<u>(8,628,513)</u>	—	<u>(8,628,513)</u>	—
(Decrease) increase in net assets without donor restrictions	(27,939,506)	—	(17,452,441)	(10,487,065)	2,991,529	—	3,363,944	(372,415)
Contributions of net assets with donor restrictions	1,746,394	—	1,746,394	—	172,486	—	172,486	—
Net assets released from restriction for operations	<u>(170,583)</u>	—	<u>(170,583)</u>	—	<u>(113,557)</u>	—	<u>(113,557)</u>	—
Increase in net assets with donor restrictions	<u>1,575,811</u>	—	<u>1,575,811</u>	—	<u>58,929</u>	—	<u>58,929</u>	—
(Decrease) increase in net assets	(26,363,695)	—	(15,876,630)	(10,487,065)	3,050,458	—	3,422,873	(372,415)
Net assets at beginning of period	<u>275,430,295</u>	—	<u>276,173,368</u>	<u>(743,073)</u>	<u>272,379,837</u>	—	<u>272,750,495</u>	<u>(370,658)</u>
Net assets at end of period	<u>\$249,066,600</u>	<u>\$ —</u>	<u>\$260,296,738</u>	<u>\$ (11,230,138)</u>	<u>\$275,430,295</u>	<u>\$ —</u>	<u>\$276,173,368</u>	<u>\$ (743,073)</u>



**2021 SNHHS / SNHMC / FMP Board Membership****BOARD MEMBERSHIP****SNHHS Board Membership**

Melliyal Annamalai, PhD  
 Bobbie D. Bagley, MS, MPH, RN, CPH  
 Sister Paula Marie Buley  
 Michael Gonzales  
 Sherry Hausmann [EO]  
 Mary Jordan  
 The Honorable Joseph N. Laplante  
 Karen Maynard, MD

Rachel Rowe  
 Marc Sadowsky, MD  
 Marlene Santiago, MD  
 Charla B. Stevens, Esq.  
 John J. Sullivan  
 Timothy C. Sullivan, Esq. [EO]

**Officers:**

Board Chair:  
 Board Vice-Chair:  
 Interim President:  
 Treasurer:  
 Secretary:

Rachel Rowe  
 Charla B. Stevens, Esq.  
 Sherry Hausmann [EO]  
 Paul L. Trainor  
 Sherry Hausmann [EO]

**SNHMC Board Membership**

Melliyal Annamalai, PhD  
 Bobbie D. Bagley, MS, MPH, RN, CPH  
 Sister Paula Marie Buley  
 Michael Gonzales  
 Sherry Hausmann [EO]  
 Mary Jordan  
 The Honorable Joseph N. Laplante  
 Karen Maynard, MD

Rachel Rowe  
 Marc Sadowsky, MD  
 Marlene Santiago, MD  
 Charla B. Stevens, Esq.  
 John J. Sullivan  
 Phillip Sullivan, MD [EO]  
 Timothy C. Sullivan, Esq. [EO]

**Officers:**

Board Chair:  
 Board Vice-Chair:  
 Interim President:  
 Treasurer:  
 Secretary:

Rachel Rowe  
 Charla B. Stevens, Esq.  
 Sherry Hausmann [EO]  
 Paul L. Trainor  
 Sherry Hausmann [EO]

**FMP Board Membership**

Melliyal Annamalai, PhD  
 Bobbie D. Bagley, MS, MPH, RN, CPH  
 Sister Paula Marie Buley  
 Robert G. Dorf, DO [EO]  
 Michael Gonzales  
 Sherry Hausmann [EO]  
 Mary Jordan  
 The Honorable Joseph N. Laplante

Karen Maynard, MD  
 Rachel Rowe  
 Marc Sadowsky, M.D.  
 Marlene Santiago, M.D.  
 Charla B. Stevens, Esq.  
 John J. Sullivan  
 Timothy C. Sullivan, Esq. [EO]

**Officers:**

Board Chair:  
 Board Vice-Chair:  
 President, Foundation:  
 Interim President, SNHHS:  
 Treasurer:  
 Secretary:

Rachel Rowe  
 Charla B. Stevens, Esq.  
 Robert Dorf, DO  
 Sherry Hausmann [EO]  
 Paul L. Trainor  
 Robert Dorf, DO



## **Sherry Hausmann**

### **SUMMARY:**

Senior executive with proven ability to deliver results in patient safety and quality outcomes; patient, physician and employee satisfaction; facility and operational design, construction and implementation; process improvement and lean concepts implementation; fiscal accountability; strategic planning, marketing and implementation for growth and positioning; board and community relationships; service line and clinical integration delivery mechanism design, implementation and operation; and medical staff development and relationships.

### **EXPERIENCE:**

#### **SolutionHealth**

Bedford, NH -- SolutionHealth is a non-profit healthcare system governed by a volunteer board of trustees with support of a leadership team that is focused on improving the health of the community it serves. Formed in 2018 when founding members Elliot Health System joined with Southern NH Health, SolutionHealth offers comprehensive acute care, ambulatory care and post-acute care services to communities spanning southern New Hampshire and northern Massachusetts with operating revenue of over \$1.1 billion. With its clinical affiliation with Massachusetts General Hospital and over 7,000 staff and 700 providers, SolutionHealth is a top employer, community contributor and leading health care system in southern NH.

#### **President & CEO**

**July 2018 - present**

#### **Via Christi Health**

Wichita, KS -- Largest provider of healthcare services in Kansas offering a clinically integrated system of care including physician clinics; ambulatory care and diagnostics; acute care hospitals; specialty hospitals including behavioral health, acute rehabilitation, heart and orthopedic; senior care and home health. Over 10,000 associates and 2,000 aligned physicians, with medical education programs in partnership with the University of Kansas including seven residency programs. Via Christi is a Catholic faith-based system that is part of Ascension with annual operating revenue of approximately \$1 billion and over \$90 million annual community benefit statewide.

#### **Regional Hospital President July 2014 – June 2018**

#### **Senior Administrator Hospital Operations and President Via Christi Hospitals Wichita, Inc.**

**May 2011 – July 2014**

- Joined Via Christi as president of Via Christi St. Francis in May of 2011.
- In 2012, assumed responsibility for operations of 5 Wichita hospitals, including 3 acute care, a behavioral health hospital, an inpatient rehabilitation hospital and their associated ambulatory network with annual operating revenue of approximately \$650 million. Also assumed oversight of two physician joint venture specialty hospitals, heart and orthopedic, as well as associated graduate medical education programs.
- Assumed additional responsibility in July of 2014 as senior leader for remainder of Via Christi hospitals. Scope included 8 wholly owned hospitals, 3 partially owned hospitals, and one managed hospital relationship as well as the associated ambulatory networks



- and educational programs in three geographically dispersed markets.
- Maintain membership on and relationships with multiple governance boards in a highly matrixed complex system.
- Built hybrid operating room, developed and implemented vibrant structural cardiology program. Recruited physicians and developed talented inter- disciplinary team. In addition to structural program, grew open heart volume by over 25% per year partnering with physicians on cardiac excellence.
- Implemented neuro-critical care intensivist service resulting in reduced cost per admission, reduced complications, and improved quality outcomes. Achieved Joint Commission designation as Comprehensive Stroke Center.
- Served on team to develop Medicare Shared Savings Program ACO network and drive processes to reduce total cost of care in the clinically integrated network.
- In March of 2016, as part of the integration into “One Ascension” with a national focus on clinically integrated systems of care, adopted the Ascension reference model of leadership. Shifted focus back to Wichita network of acute care hospitals, specialty hospitals, associated ambulatory network, educational programs with annual operating revenue of approximately \$725 million.
- Improved wholly owned hospital division operating margin year over year from 5.8% in FY14, to 6.8% in FY15, to 8.1% in FY16.
- Achieved 79% reduction in serious safety events system wide in two years by implementing high reliability practices.
- Implemented a logistics center to centralize intake points and processes to improve access for statewide referral system and drive throughput and capacity management throughout 5 wholly owned hospitals in Wichita.
- Selected to participate in Ascension system wide Executive Leadership Formation two-year intensive program (graduate November 2016).

### **SSM Health Care System**

St. Louis, MO -- \$2.6 billion operating revenue integrated health system with twenty hospitals in 4 states. Seven hospitals in St. Louis Network ranking second in St. Louis region market share; 11,200 employees and 2,500 staff physicians in St. Louis area.

#### **SSM St. Clare Health Center President**

**March 2009 – May 2011**

First new hospital to open in St. Louis County in more than 30 years, with 1,100 employees and 925 staff physicians.

- Co-lead operational design and construction of \$236 million hospital on 54-acre site using lean design techniques with employee, patient and community involvement.
- Opened new hospital with operational design adhering to the Institute of Medicine’s Six Aims for Improving Health Care.
- Opened with 154 beds, initiated expansion to 174 beds during first year due to patient volume far exceeding expectations.
- EBITDA margin exceeded 13% in first year of operation.
- Acute admission growth of 61% in first year.
- Hired nearly 700 new employees in first year and achieved 94<sup>th</sup> percentile Press Ganey employee satisfaction.
- Recruited nearly 250 new physicians in first year for a total of 925 physicians on staff; achieved 73<sup>rd</sup> percentile Press Ganey physician satisfaction.
- SSM St. Louis Network awarded Best Places to Work 2010.
- Press Ganey patient loyalty in top quartile within 2<sup>nd</sup> quarter of opening.



- Implemented decentralized nursing model in universal acuity room design with distributed medication administration system yielding high nursing and patient satisfaction.
- Participated on steering team to develop multi-specialty Accountable Care Organization for SSM St. Louis Network, as well as Quality & Safety Council and Regional Leadership Team.

#### **SSM St. Louis Network Service Line Executive**

##### **SSM Neurosciences Institute June 2009 – May 2011**

5-hospital geographically dispersed integrated network of hospitals and clinicians coordinated to leverage strength and coordinate care throughout St. Louis region in areas of stroke, neuromedicine, and neurosurgery.

- Hired eight neurosurgeons and developed corporate structure and clinical integration to drive quality outcomes in spine and brain surgery.
- Integrated 18 independent, employed and academic neurologists to support clinically integrated stroke and neuromedicine services.
- Partnered with St. Louis University School of Medicine to implement comprehensive neuro-interventional centers in the community with outreach to rural communities.

#### **SSM St. Joseph of Kirkwood President**

##### **August 2004 -- March 2009**

Community hospital licensed for 273 beds in southwest St. Louis County. Closed March 2009 with health care ministry moved to SSM St. Clare Health Center.

- Asked to assume leadership of this hospital to close it and move to new campus.
- Engaged community, Foundation, Auxiliary, and Community Advisory Boards to support move of hospital in a politically charged environment.
- Engaged staff in cultural renewal to open new hospital.
- Engaged staff and industrial engineers in design of new hospital using LEAN principles to design out waste and build environment to support efficiency and safety.
- Awarded Premier National Quality Leader in 2008.
- Engaged physicians in design of multiple joint ventures for new campus.
  - Fully subscribed ambulatory surgery center, selling 50% of shares to surgeons.
  - Engaged real estate developer to offer equity in Medical Office Building.
  - Developed "slot model" cardiac catheterization laboratory and sold all slots available slots.
  - Engaged primary care groups in co-management agreement to help design care models at new hospital.
- Eighty hours personal media training with Fleishman-Hillard, Inc. in preparation for move of hospital.

#### **SSM DePaul Health Center**

##### **Executive Vice President & Chief Operating Officer, March 2002 – 2004**

##### **Vice President Specialty & Ambulatory Services, January 2000 – March 2002**

##### **Executive Director Surgical Services, April 1998 – January 2000**

Level II Trauma center with 478 licensed beds, over 23,000 acute admissions and more than 50,000 emergency visits with extensive outpatient services platform.

- 68% increase in admissions from 2000 to 2004, making DePaul the fastest growing hospital in St. Louis for that time period with nearly 12% market share growth.
- 11% improvement in labor productivity 2000 to 2004 for best hours per adjusted patient day in SSM St. Louis Network.



- Increased number of minority managers and professionals from 88 in 2000 to 239 in 2004.
- Participated on Malcolm Baldrige National Quality Award team as SSM Health Care became the first health care winner of the MBNQA.
- Reduced length of stay by more than a full day from 2001 to 2002.
- Developed a capacity management system including coordinated communication between caregivers with automated updates every 2 hours, whole house visual computer notification of capacity level, and a focus on turnaround and rapid cycle times to maximize capacity.
- Despite high occupancy levels, decreased diversion hours by 60% from 2002-2003.
- Increased surgical volume by 38%.

**HealthSouth Corporation Administrator**

**West County Surgery Center in St. Louis, Missouri Tri-County Surgery Center in Washington, Missouri November 1993 – April 1998**

Senior executive responsible for operations of two ambulatory surgery centers structured as LLC's with 28 physician limited partners and HealthSouth as the general partner.

**Surgical Health Corporation**

**Ballas Outpatient Surgery Center**

**Nurse Manager, October 1991 – November 1993 Assistant Head Nurse, April 1989 – October 1991 Staff Nurse, February 1988 – April 1989**

Participated on leadership team to develop regional office of Surgical Health Corporation with 5 ambulatory surgical centers in the St. Louis market prior to sale of Surgical Health Corporation to HealthSouth Corporation. Prior to Surgical Health Corporation, facilities were privately owned by physician shareholders.

**Carbondale Memorial Hospital Carbondale, Illinois**

**Staff Nurse**

**July 1987 – February 1988**



**EDUCATION:**

<b>Master of Business Administration</b> 1994	Maryville University St. Louis, Missouri
<b>Bachelor of Science in Nursing</b> 1987	Southern Illinois University Edwardsville, Illinois

**ACTIVITIES, BOARDS AND HONORS:**

Sigma Theta Tau	1987 – 2012
Missouri State Board of Nursing, License Number 108859	1987 – 2012
St. Louis Business Journal “40 Under 40” Award	2004
Maryville University School of Health Professions Advisory Board	2004 – 2011
Missouri Hospital Association Work Force Planning Task Force	2004 – 2006
Kirkwood, Missouri Chamber of Commerce Board of Directors	2004 – 2008
Southern Illinois University at Edwardsville School of Nursing Alumnae Board	2005 – 2008
Fenton, Missouri Chamber of Commerce Board of Directors	2007 – 2009
St. Louis Business Journal “ <i>Most Influential Business Women in St. Louis</i> ” Award	2008
Mayor’s Charitable Association Board of Directors	2009 – 2011
Greater Wichita Economic Development Council Steering Team	2013 – present
Kansas Hospital Association Policy and Advocacy Committee	2012 – present
Center of Innovation for Biomaterials in Orthopedic Research Board	2013 – present
American Heart Association Board	2013 – 2015
Central Plains Health Care Partnership Board	2014 – present
Health Partners Board	2015 – present
Kansas Surgery and Recovery Center Board Chair	2015 – present



**PAUL L. TRAINOR**

[REDACTED]

[REDACTED]

[REDACTED]

**Education:** Bentley College, Waltham, MA  
BS Degree – Accounting

New England College, Henniker, NH  
Masters in Management – Healthcare Administration

**Experience:** Southern NH Health System, Nashua, NH  
*Senior Vice President/Chief Financial Officer, July 2016 – Present*

- Effectively plans, monitors and controls the financial resources of SNHHS
- Develops budgets approved by the Board, reports out quarterly to the Board, and achieves financial targets
- Provides leadership in strategic cost transformation to ensure long-term sustainability
- Provides leadership in revenue strategies that include both SNHHS and SolutionHealth
- Ensures compliance with state and federal laws as well as accounting principles

Southern NH Medical Center, Nashua, NH  
*Controller, August 2007 – June 2016*

- Provide leadership role on behalf of Finance to help meet organization's financial goals
- Prepare financial reporting package and presentation for CFO and Finance Committee
- Manage Finance, Accounting, Accounts Payable and Payroll Departments
- Preparation of the annual operating and capital budgets
- Oversee all external financial reporting, audits and taxes
- Ensure adequacy of organization's reserves
- Establish accounting policies and procedures

Catholic Medical Center, Manchester, NH  
*Director of Accounting, April 2002 – August 2007*

- Prepare financial reporting package and presentation for CFO and Finance Committee
- Ensure financials are prepared in accordance to Generally Accepted Accounting Principles
- Manage Accounting Supervisor, Senior Accountants, Financial Analyst, and Accounts Payable
- Responsible for all external financial reporting (990, Bondholder filings, rating agencies)
- Manage dashboard reporting to directors and senior management
- Preparation of the annual operating and capital budgets
- Analyze adequacy of organization's reserves
- Establish accounting policies and procedures

Anthem BCBS, Manchester, NH  
*Senior Reimbursement Analyst, May 2001 – April 2002*

- Model proposed reimbursement terms for provider contracting
- Met with providers to negotiate new terms for reimbursement
- Model contract terms for forecasting
- Various data mining projects

Catholic Medical Center, Manchester, NH  
*Accounting Manager, November 1998 – May 2001*  
*Senior Accountant, April 1997 – November 1998*  
*Financial Analyst, May 1994 – April 1997*

- Responsible for month-end close and the preparation of Financial Reporting Package for the health system



- Manage staff of 9, which include GL, Fixed Assets, Accounts Payable, Physician Practice and Cashier Staff
- Responsible for the coordination of the year-end audit and workpaper preparation
- Responsible for the preparation of the 990 tax return
- Analyze investment returns and coordinate the changing of investment managers
- Prepare analysis for the reserve for Bad Debt and Charity Care
- Prepare rollforward of unrestricted, temporarily and permanently restricted fund balances
- Prepare price and volume variance analysis

**Hesser College, Inc., Manchester, NH**

*Staff Accountant, January 1992 – May 1994*

- Analyze, record and report all federal financial aid funding
- Contract with outside agencies for non-federal financial aid
- Responsible for all payroll and human resource functions
- Assist auditors on year-end closing

*Accounts Payable Clerk, October 1991 – January 1992*

**Technical:** Excel, Access, SQL, Powerpoint, Word, Business Objects/Crystal, Monarch, Oracle, Siemens, Infor

**References:** Available upon request



## JOHN E. FRIBERG, JR.

### EDUCATION:

BOSTON COLLEGE LAW SCHOOL, Newton, MA  
Juris Doctor, *cum laude*, May 1995

COLGATE UNIVERSITY, Hamilton, NY  
Bachelor of Arts, *magna cum laude*, May 1992  
Phi Beta Kappa

### WORK EXPERIENCE:

SOLUTIONHEALTH  
Chief Legal Officer, General Counsel

Manchester, NH  
2019 to Present

Chief Legal Officer of newly-created regional health system, as parent entity to Elliot Health System and Southern New Hampshire Health, with approximately 7,000 employees and approximately \$1B in net revenue. Responsible system-wide for: Legal, Risk Management, Claims Management, Compliance and Privacy. Responsible for Board-level Claims, Compliance and Governance Committees for parent and subsidiary organizations. Direct report to system CEO.

ELLIOT HEALTH SYSTEM  
Senior Vice President, General Counsel

Manchester, NH  
2007 to 2019

Senior leader to health system with approximately 4,200 employees and over \$550 million in net revenue. Responsible for: Legal, Risk Management, Compliance, Privacy, Claims Management, Insurance, Security, Safety, Emergency Management, Accreditation, and Investigational Clinical Research. Responsible for Board-level Claims, Compliance, Governance and Government Relations Committees. Direct report to CEO.

Served as Acting CEO during absence of Chief Executive Officer, with regular responsibility as 24/7 Administrator on Call and Incident Commander under FEMA Incident Command System emergency management structure.

#### *Additional Responsibilities:*

2018-2019: Merged organization into newly created regional system parent entity SolutionHealth. Responsible for Legal (shared with Southern NH Health System GC), as well as Claims Management and Human Resources across full system, with dual reporting to system CEO and Elliot Hospital President.

2017-2019: Additional responsibilities overseeing VP Philanthropy, VP Human Resources, VP Marketing, and Public Relations.

2016-2017: Additional responsibilities as Acting Co-Chief Executive Officer (shared with Chief Medical Officer), singularly responsible for all non-clinical functions throughout entire organization, reporting directly to Executive Committee of the Board of Directors. Overseeing SVP Chief Financial Officer, VP Philanthropy, VP Human Resources, VP Marketing and Public Relations, VP Planning and Strategic Development, and VP Revenue Cycle.

2015-2016: Additional responsibilities overseeing VP Marketing and Public Relations.

2011-2013: Additional responsibilities as SVP of Operations, managing Laboratory, Pharmacy, Imaging, Respiratory, Pulmonary, EEG, Sleep Lab and Clinic, Physical Therapy, Occupational Therapy, Speech Therapy, Occupational/Employee Health, Wellness Programs, Home Medical Equipment, Endoscopy Center, Ambulatory Surgery Center, Ambulatory Care Centers, Facilities, and Food Service and Nutrition.



2008: Additional responsibilities as Acting VP Human Resources.

NIXON PEABODY LLP

Partner (2004-2007)

Associate (2000-2004)

Litigation and Labor & Employment Departments

Boston, MA and

Manchester, NH

2000-2007

Partner in national law firm of over 600 attorneys. Responsible for client counseling and litigation matters, with focus on various commercial, insurance regulatory/coverage and labor & employment disputes throughout the country. Handled all aspects of cases from inception through trials and appeals, including role as lead counsel in defense of national class actions.

DEVINE, MILLIMET & BRANCH, P.A.

Associate

Litigation and Labor & Employment Departments

Manchester, NH

1998 to 2000

1995 to 1997

Associate in law firm of approximately 80 attorneys. Responsible for client counseling and litigation matters, with focus on various commercial and labor & employment disputes.

CENTRAL INTELLIGENCE AGENCY

Clandestine Services Trainee, Directorate of Operations

Washington, DC

1997 to 1998

Undercover operations officer trainee in Directorate of Operations (Clandestine Service), collecting intelligence and executing covert action. Paramilitary, intelligence and counter-intelligence training. Serving as Operations Center Watch Analyst, produced intelligence for Presidential Daily Briefing (PDB) and National Intelligence Daily (NID). Top Secret/Sensitive Compartmented Information clearances.

**OTHER ACTIVITIES:**

Admitted to practice law in New Hampshire and Massachusetts

Member of American Health Lawyers Association

NH Justice of the Peace

Appointed Member of NH State Disaster Medical Advisory Committee (SDMAC) (for COVID-19 Crisis Standards of Care development and implementation)

Appointed Member of NH State Triage Committee (STC) (for COVID-19 state-wide triage oversight)

Member of Board of Directors of Business and Industry Association (BIA) (NH Statewide Chamber of Commerce)

Member of Board of Directors of New Hampshire Historical Society

**Prior Activities:**

Founder, Officer and Member of Board of Directors for Resident's Environmental Action Committee for Health

Member of Board of Directors and Officer for NH Network of Child Advocacy Centers (Child Abuse Community Agency)

Member of Board of Advisors for The Way Home (Affordable Housing and Homelessness Community Agency)

Member of Board of Directors for The Way Home

Alumni Interviewer for St. Paul's School Advanced Studies Program

Professor at St. Anselm College (Instructor in Economics Department, teaching Business Law)

Faculty Member for Elliot University (Internal Leadership and Management Development Program)

Instructor/Lecturer for EMT Training Program for New England EMS Institute

Legal Advisor to Board for Directors of National Ski Patrol New Hampshire Region

EMT (Nationally Registered and NH State Licensed)

Outdoor Emergency Care Technician (National Ski Patrol)

Ski Patroller, Mount Sunapee



**Member of Board of Directors for American Heart Association's NH Affiliate**



**SUSAN P. DIEHL**

**PROFESSIONAL OVERVIEW**

Healthcare administrator with over 20 years of diverse experience including executive-level management, organizational development, strategic planning, physician group management and operations, revenue cycle management, managed care contracting and payor relations. An innovative thinker capable of effectively leveraging best business practices to gain competitive advantage and foster organizational learning. Served as a Captain in the United States Army Medical Service Corps., managing doctors, medics, and negotiating the Army's healthcare contract with Tricare. A leader and team player that can deliver results.

**PROFESSIONAL EXPERIENCE**

**Foundation Medical Partners, Nashua, NH**

**August 2014 – Present**

**Associate Vice President of Operations, Medical Specialties and Behavioral Health**

- Responsible for strategic development and resource allocation across the medical specialty divisions and outpatient behavioral health units within the health system (total of 20 practices and over 100 providers)
- Developed the budgets for all medical specialty and outpatient behavioral practices with annual gross charges more than \$50 million dollars
- Led a team of a dozen Practice Managers that ensured day-to-day operations in the practices ran smoothly by analyzing together Key Performance Indicators (KPIs) and dashboards
- Participated in senior leadership team and organization governance body (Board of Governors)

**ECI Healthcare Partners, Traverse City, MI**

**April 1998 - May 2014 (16 years; last 8 remote from NH)**

**Vice President of Managed Care and Payor Relations**

**September 2013 – May 2014**

- Developed corporate contracting strategy
- Led strategic planning team comprised of Vice Presidents of Practice Operations, Regional Physician Directors, and other members of the Executive team in setting contracting priorities for over 50 provider groups in more than 100 locations in 23 states
- Conducted managed care negotiations on a partnership, state, regional, and national level improving annual provider reimbursement by \$60 million dollars
- Spearheaded effort to launch companywide managed care database
- Worked closely with the Director of Accounts Receivable to monitor the revenue cycle including payor reimbursement, denials, variances, and enrollment issues

**SymMetric Revenue Solutions Inc. (an ECI Healthcare Partners Co.; formerly Apollo Information Svcs.), Ft. Myers, FL**

**Executive Director of Business Operations**

**January 2009 – August 2013**

- Responsible for the financial and operational success of provider groups in New York, Ohio, and Delaware with assets of approximately \$55 million dollars
- Led managed care contracting team with an average of 150 open agreements under review at any one time
- Managed four Directors of Business Operations with territories spanning across the country
- Worked with team to create dashboard of key performance indicators for all sites



- Led start-up and regular meetings with hospital administration (CEO, COO, CFO, Nurse Manager) and internal leadership to set up new clients and maintain successful operations
- Developed managed care modeling tool to determine financial impact of signing managed care contracts
- Worked with over 20 hospital IT departments to ensure a smooth transition to the Electronic Medical Record (EMR)
- Developed and taught the Managed Care Negotiation Program for the department staff
- As part of team effort reduced Average Days Outstanding (ADO) by 16 days
- Performed an analysis on the collection agency data for each client
- Collaborated with Health Information and IT to complete a demographic download analysis for each site
- Assisted in planning and training during companywide reorganization and rebranding efforts
- Represented company in sales and marketing capacity at national conferences

**Emergency Consultants Inc. (an ECI Healthcare Partners Company), Traverse City, MI**

**Director of Practice Management**

April 1998 – December 2009

- Responsible for the financial and operational success of provider groups in multi-states with assets over \$100 million
- Hired, trained and managed four Practice Managers with territories spanning across the country
- Created payor report cards to evaluate the quality of managed care contracts
- Assisted with the development of a managed care module in the billing company's software system which allowed for data collection and analysis
- Designed and implemented a Point of Service (POS) collection program to increase revenue
- Instrumental in launching the company's own billing organization, Apollo Information Services, Inc.
- Successfully appealed 100% of the claim denials due to provider enrollment issues
- Converted physician groups from Professional Corporations (PCs) to Limited Liability Partnerships (LLPs)
- Managed on-site hospital staff at each service location to assist in the collection of charts for the billing company

**United States Army, Medical Service Corps. Captain**

**Plans, Training, Mobilization, Operations Officer, Fort Monmouth, NJ**

June 1996 – October 1997

- Conducted medical education and training for the soldiers on base
- Ran the medical mobilization site at Fort Dix, NJ for soldiers deploying for combat and other humanitarian missions
- Assisted in negotiating the Army's contract with Tricare, in particular the emergency preparedness provisions

**United States Army, Medical Service Corps. 1<sup>st</sup> Lieutenant**

**Division Medical Operations Center Officer, Fort Carson, CO**

May 1995 – May 1996

- Ensured the division's medical readiness by monitoring each soldier's health and dental wellness
- Organized and ran the Expert Field Medical Badge competition
- Orchestrated a base wide bone marrow drive for the Dept. of the Army
- Led a special project serving underprivileged inner city Denver youth at a camp facility on base

**United States Army, Medical Service Corps. 2<sup>nd</sup> Lieutenant**

**Ambulance and Treatment Platoon Leader, Charlie Co, 4<sup>th</sup> Forward Support Battalion**

May 1993 - April 1995

- Managed a fleet of 12 wheeled and track ambulances, 28 medics, one doctor, one dentist and two physician assistants in garrison and field environments
- Responsible for the training of the platoon
- Ran the "sick call" first aid station



**EDUCATION**

**Duke University, Durham, North Carolina**  
Bachelor of Science in Public Policy

August 1989 – May 1993

**University of Glasgow, Glasgow, Scotland**  
Fall Semester Senior Year Study Abroad Program in Public Policy

**AWARDS and DISTINCTIONS**

- Four Year ROTC scholarship recipient 1989
- Expert Field Medical Badge recipient , Fort Carson, CO 1993
- Parachutist Badge recipient, Airborne School, Fort Benning, GA 1993
- Selected for 3 month internship at the Pentagon in the Office of Programming and Budgeting – served as the office Congressional Liaison for the Defense Finance Committee hearings on Capitol Hill May – August 1991
- Volunteered at Duke Hospital Pediatric Ward during college

***Personal and Professional references furnished upon request***



## **KRISTIN MAKARA, MSW, LICSW, MLADC**

### **EDUCATION**

#### **University of New Hampshire, Durham, New Hampshire**

MSW Expected May 9<sup>th</sup>, 2015

*Courses include:* Human Behavior and the Social Environment I, II, & III; Practice in Groups, Individual, & Advanced Generalist; Race, Culture and Oppression; Social Welfare Policy I & II; Social Work and the Law; Field Internship I & II; Program and Practice Evaluation; and Assessment of Addiction

#### **University of New Hampshire, Manchester, New Hampshire**

BA, Psychology, May 2013

*Applicable courses:* Theories of Personality, Abnormal Behavior, Behavior Analysis, Research Methods in Psychology, Sensation and Perception, Introduction to Language and Social Interaction, Cross-cultural Communications, Non-Psychotic Adult Development

#### **University of Phoenix**

Fall 2008 - Spring 2011

Successfully completed introductory classes in psychology, as well as several group projects in communications with classmates online.

### **EMPLOYMENT**

#### **Director: Doorway of Greater Nashua, Foundation Medical Partners**

May 2020 – Present

- Complete Level of Care Assessments utilizing ASAM criteria and psychosocial assessments for individuals seeking substance use treatment
- Provide support and crisis intervention to those struggling with SUD
- Oversee clinical work and audit charts of all Doorway patients
- Compile SOR Grant data requirements and submit to DHHS
- Establish working relationships with community partners for improved patient care on the continuum of needs

#### **Private Practice Clinician – Self Employed**

#### **Mindful Solutions Counseling and Consulting, LLC**

October 2017-Present

Independent clinician working with individual clients including children, adolescents, adults; as well as family and couples.

#### **Clinician**

#### **MLADC/Clinician: Center for Recovery Management, Foundation Medical Partners**

September 2019 – May 2020

- Completed evaluation and screening for medication treatment



- Completed psychosocial assessment
- Care planning and coordination with multi-disciplinary team within the Center and with community providers
- Individual and family therapy

**Family Centered Counseling of New England**

**July 2015-June 2017**

Provided outpatient therapy to clients encompassing a wide range of issues, utilizing evidence-based practice tailored to individual and family needs.

**Social Worker:** Southern New Hampshire Medical Center-Behavioral Health Unit

**June 2015-September 2019**

**Acute Inpatient Behavioral Health Unit**

- Completed psychosocial assessments
- Assessed support needs upon discharge. Contacted outpatient providers and family supports to gather collateral information to assist with treatment planning
- Facilitated coping skills group educating Mindfulness techniques
- Facilitated family meetings
- Complete insurance pre-certification for admission, and concurrent utilization clinical reviews
- Gathered collateral information from appropriate resources
- Collaborated with medical providers of the unit team to provide best informed practice

**Social Work Intern:** Southern New Hampshire Medical Center-Behavioral Health Unit

Field Placement, September 2014-May 2015

Same duties and experience as previous afore-mentioned position.

**Social Work Intern:** Villa Crest Nursing and Retirement Home, Manchester, New Hampshire

Field Placement, September 2013 - May 2014

**Rehabilitation, Long-term Nursing Care, & Assisted Living**

- Assisted rehabilitation patients with discharge planning by referring to appropriate community resources
- Successfully assisted long-term residents with social concerns or issues such as: required changes from Medicare to Medicaid
- Completed initial and quarterly, mood and memory assessments and utilized them to improve or adjust current circumstances
- Worked with residents on end-of-life care, including palliative planning and durable power of attorney
- Worked collaboratively with medical professionals to ensure that all residents' needs are being met on all levels of care.



**Psychology Intern: YWCA, Manchester, New Hampshire**

Undergraduate Placement, September 2012-December 2012

**Domestic Violence Advocate**

- Successfully completed 130 hours assisting domestic violence victims in office, emergency rooms, and at courthouses
- Assisted in assessing needed referrals to community resources for individual needs
- Sympathetic listening skills in extremely sensitive crisis situations
- Incorporated interpersonal skills when communicating with other professionals in a variety of settings, including doctors, nurses, and other health and legal professionals
- Practiced and advocated for human rights regardless of race, culture, gender, and ethnicity

**Independent Study: Pathways at Elliot, Manchester, New Hampshire**

Undergraduate Study, January 2013-April 2013

**Inpatient Behavioral Health Unit**

- Acquired hands-on experience in an inpatient psychiatric unit
- Completing study on treatment options available to patients, and elaborated on which programs work best for specific mental and behavioral health disorders.

**STATE OF NH LICENSES**

LICSW – September 2017

MLADC – October 2018

**AFFILIATIONS**

National Association of Social Workers

UNH Graduate Students of Social Work

NHADADCA Member

NADAAC Member

**INTERESTS**

Hiking, reading, swimming, camping, cooking



## **Judith A. Graham**

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**Objective:** Senior administrative position with a medical group that will utilize my medical management experience to plan, develop and administer programs to increase efficiency, productivity, and revenues.

### **Employment**

#### **PRACTICE MANAGER February, 2017 - present** **Foundation Medical Partners, Nashua, NH**

Reporting to the Associate Vice-President of Operations, responsibilities include managing all operational activities of the Doorway of Greater Nashua, the Center for Recovery Management, Foundation Collaborative Care, and Foundation Counseling and Wellness.

February, 2017- March 2019 - Managed the OB/GYN Hospital Medical Program and New England Gynecology in addition to assuming Behavioral Health responsibilities September, 2018.

##### **Current duties include:**

- Responsible for daily practice operations.
- Managing all clerical, clinical, and provider staff which includes hiring, orienting, evaluating, scheduling, and performing disciplinary action when needed.
- Ensuring the Doorway of Greater Nashua's compliance with the standards of the State Opioid Response Contract.
- Ensuring practice's comply with substance use disorder confidentiality regulations of 42 CFR Part 2, and HIPPA as applicable.
- Promoting a high level of customer service to ensure patient satisfaction.
- Preparing and maintaining practice budgets.
- Collaborating with the Doorway Director and community partners to build relationships, and ensuring patients receive needed services.
- Participating in regular meetings with representatives from the Doorways and the DHHS.
- Preparing monthly/quarterly reports and weekly surveys for the DHHS. This includes detailed recordkeeping of financial reports, invoices, and receipts.
- Collaborating with legal and community partners to prepare MOU'S.
- Processing and managing provider reimbursement of CME, cell phone, and patient transportation requests.
- Working with staff members to ensure accuracy of demographic and insurance information to minimize claim issues, which includes assisting patients with presumptive eligibility.

#### **SITE MANAGER April, 2014 to February, 2017** **Foundation Medical Partners, Nashua, NH**

Reporting to the Associate Vice-President of Operations, responsibilities included managing all operational activities of Pepperell Family Practice's Primary Care, and Immediate Care Walk-In Care programs.



Judith A. Graham Page 2

**Duties included:**

- Acted as the Administrator of Pepperell Family Practice a licensed clinic under the Massachusetts Department of Public Health.
- Managed all clerical, clinical, and provider staff which included hiring, orienting, evaluating, scheduling, reviewing, and performing disciplinary action when needed.
- Promoted a high level of customer service to ensure patient satisfaction.
- Prepared and maintained practice budgets.
- Ensured all staff and providers followed HIPAA compliance guidelines.
- Collaborated with both the Risk Management and Quality Departments at Southern New Hampshire Health to form a Patient Care Assessment Committee which included preparing reports for the Mass Board of Registration in Medicine.
- Worked with the Administration of Foundation Medical Partners on project management, policy development, and growth opportunities.
- Performed community outreach by working with the Pepperell Business Association, and participated in events to promote the practice.

**PRACTICE MANAGER November, 2008- April, 2014**  
**Foundation Medical Partners, Nashua, NH**

Reporting to the Associate Vice-President of Operations, responsibilities included managing all operational activities of Immediate Care of Southern New Hampshire Walk-in programs, and Foundation Health Services, the Student Health Center at Daniel Webster College.

**Duties included:**

- Acted as the Administrator of Immediate Care of Southern New Hampshire's Nashua, Hudson, and South Nashua facilities. Responsibilities included ensuring compliance with all New Hampshire Department of Health and Human Service's guidelines for walk-in licensure.
- Worked with the Administration of Foundation Medical Partners to expand the growth of the Immediate Care Walk-in program into Merrimack and Pelham, New Hampshire.
- Managed all clerical, clinical, and provider staff which includes hiring, orienting, evaluating, scheduling, and performing disciplinary action when needed.
- Promoted a high level of customer service to ensure patient satisfaction.
- Prepared and maintained practice budgets.
- Ensured all staff and providers followed HIPAA compliance guidelines.
- Audited, prepared, and submitted all practice billings which included working with the Central Business Office on patient billing issues.
- Developed administrative and clinical practice protocols.
- Ensured all Quality Assurance protocols and procedures were followed by departmental staff.
- Acted on the Safety Committee of Daniel Webster College.

**Education BACHELOR OF SCIENCE DEGREE - Management- 1984,**  
**University of Massachusetts, North Dartmouth, MA**

**References Available upon request**



**CONTRACTOR NAME**Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Sherry Hausman	Interim President		0	0
Paul Trainor	Senior VP of Finance/CFO		0	0
John Friberg, Esq.	Chief Legal Officer, General Counsel		0	0
Sue Diehl	AVP of Behavioral Health		0	0
Kristin Makara	Director, Doorway Greater Nashua	\$102,688	100%	\$102,688
Judy Graham	Practice Manager, Doorway of Greater Nashua	\$90,022	50%	\$45,011



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Lori A. Shibiotta  
Commissioner

Katja S. Fox  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION FOR BEHAVIORAL HEALTH

129 PLEASANT STREET, CONCORD, NH 03301  
603-271-9544 1-800-852-3345 Ext. 9544  
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

January 29, 2021

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division for Behavioral Health, to **Retroactively** amend existing **Sole Source** contracts with the vendors listed in **bold** below to continue a statewide system of Doorways that provide access to substance use disorder treatment and recovery services and supports, by exercising renewal options by increasing the total price limitation by \$2,731,933 from \$34,024,519 to \$36,756,452 and by extending the completion dates from September 29, 2020 to September 29, 2021 effective retroactive to September 29, 2020 upon Governor and Council approval. 97.28% Federal and 2.72% Other Funds.

The individual contracts were approved by Governor and Council as specified in the table below.

Vendor Name	Vendor Code	Area Served	Current Amount	Increase/ (Decrease)	New Amount	G&C Approval
Androscoggin Valley Hospital, Inc., Berlin, NH	177220-B002	Berlin	\$1,949,517	\$0	\$1,949,517	O: 10/31/18 Item #17A A1: 8/28/19 (Item #10) A2: 6/24/20 (Item #31)
Concord Hospital, Inc., Concord, NH	177653-B003	Concord	\$2,688,794	\$0	\$2,688,794	O: 10/31/18 Item #17A A1: 8/28/19 (Item #10) A2: 6/24/20 (Item #31)
Granite Pathways, Concord, NH	228900-B001	Concord	\$6,895,879	\$0	\$6,895,879	O: 10/31/18 (Item #17A) A1: 9/18/19, (Item #20)
Littleton Regional Hospital, Littleton, NH	177162-B011	Littleton	\$2,160,689	\$0	\$2,160,689	O: 10/31/18 (Item #17A) A1: 9/18/19, (Item #20) A2: 6/24/20 (Item #31)



His Excellency, Governor Christopher T. Sununu  
and the Honorable Council .  
Page 2 of 3

LRGHealthcare Laconia, NH	177181 -B008	Laconia	\$2,317,078	\$0	\$2,317,078	O: 10/31/18 (Item #17A) A1: 9/18/19, (Item #20) A2: 6/24/20 (Item #31)
Mary Hitchcock Memorial Hospital, Lebanon, NH	177651 -B001	Lebanon	\$4,349,314	\$983,217	\$5,312,531	O: 10/31/18 Item #17A A1: 11/14/19 (Item #11) A2: 9/18/19, (Item #20) A3: 6/24/20 (Item #31)
The Cheshire Medical Center, Keene, NH	155405 -B001	Keene	\$3,083,740	\$0	\$3,083,740	O: 10/31/18 (Item #17A) A1: 9/18/19, (Item #20) A2: 6/24/20 (Item #31)
Wentworth- Douglass, Hospital, Dover, NH	177187 -B001	Dover	\$4,109,399	\$0	\$4,109,399	O: 10/31/18 (Item #17A) A1: 9/18/19, (Item #20) A2: 6/24/20 (Item #31)
Catholic Medical Center, Manchester, NH	177240 -B003	Greater Manchester	\$4,919,123	\$0	\$4,919,123	O: 3/11/20 (Item #9A)
Southern New Hampshire Health System, Inc., Nashua, NH	177321 -R004	Greater Nashua	\$1,670,888	\$1,768,716	\$3,339,704	O: 3/11/20 (Item #9A)
		Total	\$34,024,519	\$2,731,933	\$36,756,452	

Funds are available in the following accounts for State Fiscal Year 2021, and are anticipated to be available in State Fiscal Years 2022, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

#### EXPLANATION

This request is **Retroactive** because sufficient funds in State Fiscal Year 2021 were not available in the operating budget considering the grant amount awarded, and due to delay by the Substance Abuse and Mental Health Services Administration in approving New Hampshire's requests for continued State Opioid Response Grant funding the efforts to add the state appropriations were deferred. This request is **Sole Source** because the contracts were originally approved as sole source and MOP 150 requires any subsequent amendments to be labelled as sole source.

This request represents the remaining two (2) of nine (9) requests for Access and Delivery Hub for Opioid Use Disorder Services. The Department presented the first seven (7) requests Governor and Executive Council on February 3, 2021, Item #10.



His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 3 of 3

The purpose of this request is to continue providing services through the Doorways by utilizing unexpended funds from the first round of State Opioid Response funding, adding funding from the second round of State Opioid Response, and adding funding to address the needs of individuals with substance use disorders not covered under State Opioid Response.

Approximately 1,000 individuals will be served from September 30, 2020 to September 29, 2021.

The contractors will continue providing a network of Doorways to ensure every resident in New Hampshire has access to substance use disorder treatment and recovery services in person during typical business hours. Additionally, telephonic services for screening, assessment, and evaluations for substance use disorders are available through the Doorways 24 hours, seven (7) days a week, to ensure no one in New Hampshire has to travel more than 60 minutes to access services.

The Doorways' services provide resources to strengthen existing prevention, treatment, and recovery programs; ensure access to critical services to decrease the number of opioid-related deaths in New Hampshire; and promote engagement in the recovery process. Individuals with substance use disorders other than opioids or stimulants are also being seen and referred to the appropriate services by the Doorways.

The Department will monitor contracted services using the following methods:

- Monthly de-identified, aggregate data reports.
- Weekly and biweekly Doorway program calls.
- Regular review and monitoring of Government Performance and Results Act interviews and follow-ups through the Web Information Technology System database.

As referenced in Exhibit C-1 Revisions to Standard Contract Language, Paragraph 3. Renewals, or Exhibit A, Revisions to Standard Contract Provisions, Subsection 1 – Revisions to Form P-37, General Provisions, in the case of Catholic Medical Center and Southern New Hampshire Health System, Inc., of the original contracts the parties have the option to extend the agreements for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for one (1) of the two (2) years available.

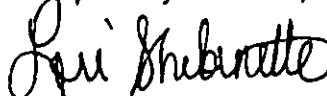
Should the Governor and Council not authorize this request, individuals seeking treatment for opioid use disorder may experience difficulty navigating a complex system; may not receive the supports and clinical services they need; and may experience delays in receiving care that negatively impact recovery and increase the risk of relapse.

Areas served: Statewide.

Source of Funds: CFDA #93.786, FAIN #H79TI081685 and H79TI083326.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Lori A. Shibinette  
Commissioner



66-66-63-6384 16-70480000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF HHS: BEHAVIORAL HEALTH DIV OF BUREAU OF DRUG & ALCOHOL SERVICES, STATE OPIOID RESPONSE GRANT 100% Federal Funds CPOA 963.706 FARM HYF006 H066 and HYF0063336

#### Antagonism Value

Version: 177229

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	97057040	\$ 734,750.00		\$ 734,750.00
2020	102/500731	Contracts for Program Services	97057040	\$ 632,985.00		\$ 632,985.00
2021	102/500731	Contracts for Program Services	97057040	\$ 201,263.00		\$ 201,263.00
2021	102/500731	Contracts for Program Services	97057047	\$ 181,000.00		\$ 181,000.00
2021	102/500731	Contracts for Program Services	97057048	\$ 436,664.00		\$ 436,664.00
2022	102/500731	Contracts for Program Services	97057048	\$ 218,333.00		\$ 218,333.00
		Sub Total		\$ 1,342,317.00		\$ 1,342,317.00

#### Contract

State Fiscal Year	Class / Account	Class Title	Job Number	Revised Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	97057040	\$ 262,773.00		\$ 262,773.00
2020	102/500731	Contracts for Program Services	97057040	\$ 1,375,131.00		\$ 1,375,131.00
2021	102/500731	Contracts for Program Services	97057040	\$ 334,918.00		\$ 334,918.00
2021	102/500731	Contracts for Program Services	97057047	\$ 166,000.00		\$ 166,000.00
2021	102/500731	Contracts for Program Services	97057048	\$ 400,000.00		\$ 400,000.00
2022	102/500731	Contracts for Program Services	97057048	\$ 209,000.00		\$ 209,000.00
		Sub Total		\$ 2,146,822.00		\$ 2,146,822.00

#### Contract

State Fiscal Year	Class / Account	Class Title	Job Number	Revised Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	97057040	\$ 611,267.00		\$ 611,267.00
2020	102/500731	Contracts for Program Services	97057040	\$ 1,127,537.00		\$ 1,127,537.00
2021	102/500731	Contracts for Program Services	97057040	\$ 205,093.00		\$ 205,093.00
2021	102/500731	Contracts for Program Services	97057047	\$ 229,875.00		\$ 229,875.00
2021	102/500731	Contracts for Program Services	97057048	\$ 332,304.00		\$ 332,304.00
2022	102/500731	Contracts for Program Services	97057048	\$ 246,132.00		\$ 246,132.00
		Sub Total		\$ 2,372,324.00		\$ 2,372,324.00

#### Contract Payment Method

State Fiscal Year	Class / Account	Class Title	Job Number	Revised Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	97057040	\$ 1,331,471.00		\$ 1,331,471.00
2020	102/500731	Contracts for Program Services	97057040	\$ 3,349,899.00		\$ 3,349,899.00
2021	102/500731	Contracts for Program Services	97057040	\$ -		\$ -
2021	102/500731	Contracts for Program Services	97057040	\$ -		\$ -
2021	102/500731	Contracts for Program Services	97057040	\$ -		\$ -
2021	102/500731	Contracts for Program Services	97057040	\$ -		\$ -
2022	102/500731	Contracts for Program Services	97057048	\$ -		\$ -
		Sub Total		\$ 2,681,176.00		\$ 2,681,176.00

#### Contract Payment Method

State Fiscal Year	Class / Account	Class Title	Job Number	Revised Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	97057040	\$ 1,348,973.00		\$ 1,348,973.00
2020	102/500731	Contracts for Program Services	97057040	\$ 1,865,736.00		\$ 1,865,736.00
2021	102/500731	Contracts for Program Services	97057040	\$ -		\$ -
2021	102/500731	Contracts for Program Services	97057040	\$ -		\$ -
2021	102/500731	Contracts for Program Services	97057040	\$ -		\$ -
2022	102/500731	Contracts for Program Services	97057048	\$ -		\$ -
		Sub Total		\$ 3,214,709.00		\$ 3,214,709.00

#### Contract Payment

State Fiscal Year	Class / Account	Class Title	Job Number	Revised Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	97057040	\$ 239,115.00		\$ 239,115.00
2020	102/500731	Contracts for Program Services	97057040	\$ 882,805.00		\$ 882,805.00
2021	102/500731	Contracts for Program Services	97057040	\$ 203,750.00		\$ 203,750.00
2021	102/500731	Contracts for Program Services	97057047	\$ 179,000.00		\$ 179,000.00
2021	102/500731	Contracts for Program Services	97057048	\$ 421,333.00		\$ 421,333.00
2022	102/500731	Contracts for Program Services	97057048	\$ 211,644.00		\$ 211,644.00
		Sub Total		\$ 2,115,647.00		\$ 2,115,647.00

#### Contract Payment

State Fiscal Year	Class / Account	Class Title	Job Number	Revised Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	97067040	\$ 300,000.00		\$ 300,000.00
2020	102/500731	Contracts for Program Services	97067040	\$ 842,114.00		\$ 842,114.00
2021	102/500731	Contracts for Program Services	97067040	\$ 209,000.00		\$ 209,000.00
2021	102/500731	Contracts for Program Services	97067047	\$ 178,000.00		\$ 178,000.00
2021	102/500731	Contracts for Program Services	97067048	\$ 430,000.00		\$ 430,000.00
2022	102/500731	Contracts for Program Services	97067048	\$ 215,000.00		\$ 215,000.00
		Sub Total		\$ 2,174,114.00		\$ 2,174,114.00

#### Contract Payment

State Fiscal Year	Class / Account	Class Title	Job Number	Revised Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	97057040	\$ 1,390,347.00		\$ 1,390,347.00
2020	102/500731	Contracts for Program Services	97057040	\$ 2,375,109.00		\$ 2,375,109.00
2021	102/500731	Contracts for Program Services	97057040	\$ 383,958.00		\$ 383,958.00
2021	102/500731	Contracts for Program Services	97057047	\$ -	\$ 430,000.00	\$ 430,000.00
2021	102/500731	Contracts for Program Services	97057048	\$ -	\$ 947,333.00	\$ 947,333.00
2022	102/500731	Contracts for Program Services	97057048	\$ -	\$ 473,644.00	\$ 473,644.00
		Sub Total		\$ 4,349,314.00	\$ 918,687.00	\$ 5,267,961.00



## Worcester District

State Fiscal Year	Class / Account	Class Title	Job Number	Revised Amount	Increase (Decrease)	Revised Amount
2018	102/500731	Contracts for Program Services	92057040	\$ 537,063.00		\$ 537,063.00
2020	102/500731	Contracts for Program Services	92057040	\$ 1,806,753.00		\$ 1,806,753.00
2021	102/500731	Contracts for Program Services	92057040	\$ 240,675.00		\$ 240,675.00
2021	102/500731	Contracts for Program Services	92057047	\$ 299,000.00		\$ 299,000.00
2021	102/500731	Contracts for Program Services	92057048	\$ 691,360.00		\$ 691,360.00
2022	102/500731	Contracts for Program Services	92057048	\$ 345,680.00		\$ 345,680.00
		Sub Total		\$ 2,326,538.00	\$ -	\$ 2,326,538.00

## Central Medical Center

State Fiscal Year	Class / Account	Class Title	Job Number	Revised Amount	Increase (Decrease)	Revised Amount
2018	102/500731	Contracts for Program Services	92057040	\$ -		\$ -
2020	102/500731	Contracts for Program Services	92057040	\$ 345,019.00		\$ 345,019.00
2021	102/500731	Contracts for Program Services	92057040	\$ 726,814.00		\$ 726,814.00
2021	102/500731	Contracts for Program Services	92057047	\$ 807,501.00		\$ 807,501.00
2021	102/500731	Contracts for Program Services	92057048	\$ 1,846,000.00		\$ 1,846,000.00
2022	102/500731	Contracts for Program Services	92057048	\$ 923,000.00		\$ 923,000.00
		Sub Total		\$ 4,841,334.00	\$ -	\$ 4,841,334.00

## Southern New Hampshire Health Systems, Inc.

State Fiscal Year	Class / Account	Class Title	Job Number	Revised Amount	Increase (Decrease)	Revised Amount
2018	102/500731	Contracts for Program Services	92057040	\$ -		\$ -
2020	102/500731	Contracts for Program Services	92057040	\$ 1,046,716.00	\$ (875,476.00)	\$ 171,240.00
2021	102/500731	Contracts for Program Services	92057040	\$ 523,377.00	\$ -	\$ 523,377.00
2021	102/500731	Contracts for Program Services	92057047	\$ -	\$ 580,000.00	\$ 580,000.00
2021	102/500731	Contracts for Program Services	92057048	\$ -	\$ 1,180,000.00	\$ 1,180,000.00
2022	102/500731	Contracts for Program Services	92057048	\$ -	\$ 640,000.00	\$ 640,000.00
		Sub Total		\$ 1,570,093.00	\$ 1,344,524.00	\$ 3,243,514.00
		Total SOH		\$ 33,375,343.00	\$ 2,585,315.00	\$ 35,756,458.00

88-68-63-630610-33820000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, NHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)

## Vendor # 177220

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2021	102/500731	Contracts for Program Services	92058501	\$ 18,750.00		\$ 18,750.00
2022	102/500731	Contracts for Program Services	92058501	\$ 6,750.00		\$ 6,750.00
		Sub Total		\$ 25,500.00	\$ -	\$ 25,500.00

## Concept

State Fiscal Year	Class / Account	Class Title	Job Number	Increase (Decrease)	Increase (Decrease)	Revised Amount
2021	102/500731	Contracts for Program Services	92058501	\$ 73,481.00		\$ 73,481.00
2022	102/500731	Contracts for Program Services	92058501	\$ 24,493.00		\$ 24,493.00
		Sub Total		\$ 97,974.00	\$ -	\$ 97,974.00

## Cheshire

State Fiscal Year	Class / Account	Class Title	Job Number	Increase (Decrease)	Increase (Decrease)	Revised Amount
2021	102/500731	Contracts for Program Services	92058501	\$ 66,612.00		\$ 66,612.00
2022	102/500731	Contracts for Program Services	92058501	\$ 22,870.00		\$ 22,870.00
		Sub Total		\$ 89,482.00	\$ -	\$ 89,482.00

## Milton Regional

State Fiscal Year	Class / Account	Class Title	Job Number	Increase (Decrease)	Increase (Decrease)	Revised Amount
2021	102/500731	Contracts for Program Services	92058501	\$ 18,750.00		\$ 18,750.00
2022	102/500731	Contracts for Program Services	92058501	\$ 6,750.00		\$ 6,750.00
		Sub Total		\$ 25,500.00	\$ -	\$ 25,500.00

## Litchfield County

State Fiscal Year	Class / Account	Class Title	Job Number	Increase (Decrease)	Increase (Decrease)	Revised Amount
2021	102/500731	Contracts for Program Services	92058501	\$ 110,277.00		\$ 110,277.00
2022	102/500731	Contracts for Program Services	92058501	\$ 36,740.00		\$ 36,740.00
		Sub Total		\$ 146,942.00	\$ -	\$ 146,942.00

## May, Richard

State Fiscal Year	Class / Account	Class Title	Job Number	Increase (Decrease)	Increase (Decrease)	Revised Amount
2021	102/500731	Contracts for Program Services	92058501	\$ 39,396.00		\$ 39,396.00
2022	102/500731	Contracts for Program Services	92058501	\$ 13,117.00		\$ 13,117.00
		Sub Total		\$ 52,528.00	\$ -	\$ 52,528.00

## Worcester District

State Fiscal Year	Class / Account	Class Title	Job Number	Increase (Decrease)	Increase (Decrease)	Revised Amount
2021	102/500731	Contracts for Program Services	92058501	\$ 41,657.00		\$ 41,657.00
2022	102/500731	Contracts for Program Services	92058501	\$ 47,717.00		\$ 47,717.00
		Sub Total		\$ 89,374.00	\$ -	\$ 89,374.00



## Catholic Medical Center

State Fiscal Year	Class / Account	Class Title	Job Number	Increase (Decrease)	Increase (Decrease)	Revised Amount
2021	102/500731	Contracts for Program Services	97058501	\$ 208,492.00		\$ 208,492.00
2022	102/500731	Contracts for Program Services	97058501	\$ 69,497.00		\$ 69,497.00
		<b>Sub Total</b>		<b>\$ 277,989.00</b>		<b>\$ 277,989.00</b>

## Southern New Hampshire Health Systems, Inc.

State Fiscal Year	Class / Account	Class Title	Job Number	Increase (Decrease)	Increase (Decrease)	Revised Amount
2021	102/500731	Contracts for Program Services	97058501		\$ 20,643.00	\$ 20,643.00
2022	102/500731	Contracts for Program Services	97058501		\$ 23,547.00	\$ 23,547.00
		<b>Sub Total</b>			<b>\$ 44,190.00</b>	<b>\$ 44,190.00</b>
		<b>Total Gov Commitment</b>		<b>\$ 83,176.00</b>	<b>\$ 144,718.00</b>	<b>\$ 649,362.00</b>
		<b>Total All</b>		<b>\$ 4,624,319.00</b>	<b>\$ 2,792,833.00</b>	<b>\$ 46,754,453.00</b>



**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**



**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the Access and Delivery Hub for Opioid Use Disorder Services Contract**

This 1<sup>st</sup> Amendment to the Access and Delivery Hub for Opioid Use Disorder Services contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Southern New Hampshire Health System, Inc., (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 8 Prospect Street, Nashua, NH 03060.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on March 11, 2020 (Item #9A), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit A, Section 1, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement and increase the price limitation to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date; to read:  
September 29, 2021.
2. Form P-37, General Provisions, Block 1.8, Price Limitation; to read:  
\$3,339,704.
3. Modify Exhibit B, Scope of Services, by replacing in its entirety with Exhibit B Amendment #1, Scope of Services, in order to update all references to current funding sources and related requirements, which is attached hereto and incorporated by reference herein.
4. Modify Exhibit C, Payment Terms, by replacing in its entirety with Exhibit C Amendment #1, Payment Terms, in order to bring payment terms into compliance with current Department of Administrative Services Manual of Procedures standards, which is attached hereto and incorporated by reference herein.
5. Modify Exhibit C-1, Budget by reducing the total budget amount by \$825,474, which is identified as unspent funding of which \$580,000 is being carried forward to fund the activities in this Agreement for SFY 21 (September 30, 2020 through December 31, 2020), as specified in Exhibit C-3 Amendment #1 NCE; and of which \$245,474 is being carried forward to fund the activities in this Agreement for SFY 21 (January 1, 2021 through June 30, 2021), as specified, in part, in Exhibit C-5 Amendment #1 SOR II.
6. Add Exhibit C-3 Amendment #1 NCE, which is attached hereto and incorporated by reference herein.
7. Add Exhibit C-4 Amendment #1 GovComm, which is attached hereto and incorporated by reference herein.
8. Add Exhibit C-5 Amendment #1 SOR II, which is attached hereto and incorporated by reference herein.
9. Add Exhibit C-6 Amendment #1 GovComm, which is attached hereto and incorporated by

Southern New Hampshire Health System, Inc., Amendment #1

Contractor Initials

SS-2019-BDAS-05-ACCES-10-A01

Page 1 of 4

Date

*pt*  
11/9/21



**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**

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reference herein.

10. Add Exhibit C-7 Amendment #1 SOR II, which is attached hereto and incorporated by reference herein.



**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**



All terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #1 remain in full force and effect. This amendment shall be effective retroactive to September 29, 2020, Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

1/28/2021

Date

DocuSigned by:

Katja Fox

Name: Katja Fox

Title: Director

Southern New Hampshire Health System, Inc.,

1/19/2021  
Date

Name:

Paul Trainor

Title:

CEO



## New Hampshire Department of Health and Human Services Access and Delivery Hub for Opioid Use Disorder Services



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

## OFFICE OF THE ATTORNEY GENERAL

1/30/2021

Date \_\_\_\_\_

**- DocuSigned by:**

Name: Catherline Pinos

**Title:** Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

## OFFICE OF THE SECRETARY OF STATE

Date \_\_\_\_\_

Name: \_\_\_\_\_

**Title:**



**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**



**EXHIBIT B – Amendment #1**

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**Scope of Services**

**1. Provisions Applicable to All Services**

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. All Exhibits B Amendment #1 through K are attached hereto and incorporated by reference herein.

**2. Statement of Work**

- 2.1. The Contractor shall develop, implement and operationalize a regional Access and Delivery Hub for Opioid Use Disorder (from herein referred to as the "Doorway") for substance use disorder (SUD) treatment and recovery support service access in accordance with the terms and conditions approved by Substance Abuse and Mental Health Services Administration (SAMHSA) for the State Opioid Response (SOR) grant.
- 2.2. The Contractor shall provide residents in the Greater Nashua Region with access to referrals to SUD treatment and recovery support services and other health and social services.
- 2.3. The Contractor shall participate in technical assistance, guidance, and oversight activities, as directed by the Department, for continued development and enhancement of Doorway services.
- 2.4. The Contractor shall collaborate with the Department to assess capacity and resource needs, as evidenced by a feasibility and sustainability plan, to provide services either directly, or indirectly, through a professional services agreement approved by the Department, that include, but are not limited to:
  - 2.4.1. Care coordination to support evidence-based medication assisted treatment (MAT) induction services consistent with the principles of the Medication First model.
  - 2.4.2. Coordination of outpatient and inpatient SUD services, in accordance with the American Society of Addiction Medicine (ASAM).

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*[Handwritten Date: 1/19/21]*



**New Hampshire Department of Health and Human Services  
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**EXHIBIT B – Amendment #1**

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- 2.4.3. Coordination of services and support outside of Doorway operating hours specified in Paragraph 3.1.1., while awaiting intake with the Doorway.
- 2.4.4. Expanding provisions for Core Doorway services to additional eligible SOR populations, as defined in Paragraph 4.2.1.
- 2.5. The Contractor shall collaborate with the Department, throughout the contract period, to identify gaps in financial and staffing resources required in Section 5. Staffing.
- 2.6. The Contractor shall ensure formalized coordination with 2-1-1 NH and other agencies and community-based programs that make up the components of the Doorway System to ensure services and supports are available to individuals after Doorway operating hours. The Contractor shall ensure coordination includes, but is not limited to:
- 2.6.1. Establishing a Qualified Services Arrangement (QSA) or Memorandum of Understanding (MOU) for after hour services and supports, which includes but are not limited to:
- 2.6.1.1. A process that ensures a client's preferred Doorway receives information on the client, outcomes, and events for continued follow-up.
- 2.6.1.2. A process for sharing information about each client to allow for prompt follow-up care and supports, in accordance with applicable state and federal requirements, that includes but is not limited to:
- 2.6.1.2.1. Any locations to which the client was referred for respite care or housing.
- 2.6.1.2.2. Other services offered or provided to the client.
- 2.6.2. Collaborating with the Department to:
- 2.6.2.1. Implement a centralized closed loop referral system, utilizing the technology solution procured by the Department in order to improve care coordination and client outcomes.
- 2.6.2.2. Develop a plan no later than December 2020 identifying timelines and requirements for implementing the closed loop referral system.
- 2.6.3. Enabling the sharing of information and resources, which include, but are not limited to:
- 2.6.3.1. Patient demographics.

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**New Hampshire Department of Health and Human Services  
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**EXHIBIT B – Amendment #1**

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- 2.6.3.2. Referrals made, accepted, and outstanding.
  - 2.6.3.3. Services rendered.
  - 2.6.3.4. Identification of resource providers involved in each client's care.
  - 2.7. The Contractor, with the assistance of the Department, shall establish formalized agreements to enroll and contract with:
    - 2.7.1. Medicaid Managed Care Organizations (MCO) to coordinate case management efforts on behalf of the client.
    - 2.7.2. Private insurance carriers to coordinate case management efforts on behalf of the client.
  - 2.8. The Contractor shall create policies relative to obtaining patient consent for disclosure of protected health information, as required by state administrative rules and federal and state laws, for agreements reached with MCOs and private insurance carriers as outlined in Subsection 2.7.
  - 2.9. The Contractor shall develop a Department-approved conflict of interest policy related to Doorway services and referrals to SUD treatment and recovery supports and services programs funded outside of this contract that maintains the integrity of the referral process and client choice in determining placement in care.
  - 2.10. The Contractor shall participate in regularly scheduled learning and educational sessions with other Doorways that are hosted, and/or recommended, by the Department.
  - 2.11. The Contractor shall convene or participate in regional community partner meetings to provide information and receive feedback regarding the Doorway services. The Contractor shall:
    - 2.11.1. Ensure regional community partners include, but are not limited to:
      - 2.11.1.1. Municipal leaders.
      - 2.11.1.2. Regional Public Health Networks.
      - 2.11.1.3. Continuum of Care Facilitators.
      - 2.11.1.4. Health care providers.
      - 2.11.1.5. Social services providers.
      - 2.11.1.6. Other stakeholders, as appropriate.
    - 2.11.2. Ensure meeting agendas include, but are not limited to:

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- 2.11.2.1. Receiving input on successes of services.
  - 2.11.2.2. Sharing challenges experienced since the last regional community partner meeting.
  - 2.11.2.3. Sharing methods and actions that can be taken to improve transitions and process flows.
  - 2.11.3. Provide meeting minutes to partners and the Department no later than ten (10) days following each community partners meetings.
  - 2.12. The Contractor shall inform the Department of the regional goals to be included in the future development of needs assessments the Contractor and its regional partners have during the contract period, including, but not limited to, goals pertaining to:
    - 2.12.1. Naloxone use.
    - 2.12.2. Enhanced coverage and services to enable reduced Emergency Room use.
    - 2.12.3. Reducing overdose related fatalities.
  - 3. **Scope of Work for Doorway Activities**
    - 3.1. The Contractor shall ensure that, unless an alternative schedule for the Doorway to meet the needs of the community is proposed and approved by the Department, the Doorway provides, in one (1) location, at a minimum:
      - 3.1.1. Hours of operation that includes:
        - 3.1.1.1. 8:00 am to 5:00 pm Monday through Friday at Main Street location; and
        - 3.1.1.2. Friday 5:00 pm to Monday 8:00 am at Temple Street location.
        - 3.1.1.3. Monday through Thursday 5:00 pm to 8:00 am at Temple Street.
        - 3.1.1.4. Expanded hours as agreed to by the Department.
      - 3.1.2. A physical location for clients to receive face-to-face services, ensuring any request for a change in location is submitted to the Department no later than thirty (30) days prior to the requested move for Department approval.
      - 3.1.3. Telehealth services consistent with guidelines set forth by the Department.
      - 3.1.4. Telephonic services for calls referred to the Doorway by 2-1-1 NH.
      - 3.1.5. Initial intake and screening to assess an individual's potential need for Doorway services.

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- 3.1.6. Crisis intervention and stabilization counseling services provided by a licensed clinician for any individual in an acute Opioid Use Disorder (OUD)-related crisis who requires immediate non-emergency intervention. If the individual is calling rather than physically presenting at the Doorway, the Contractor shall ensure services include, but are not limited to:
  - 3.1.6.1. Directing callers to dial 911 if a client is in imminent danger or there is an emergency.
  - 3.1.6.2. If the client is unable or unwilling to call 911, the Doorway shall immediately contact emergency or mobile crisis services.
- 3.1.7. Clinical evaluations that include:
  - 3.1.7.1. Evaluations of all ASAM Criteria (ASAM, October 2013), domains.
  - 3.1.7.2. A level of care recommendation based on ASAM Criteria (October 2013).
  - 3.1.7.3. Identification of client strengths and resources that can be used to support treatment and recovery.
- 3.1.8. Development of a clinical service plan in collaboration with the client based on the clinical evaluation referenced in Subsection 3.1.8. The Contractor shall ensure the clinical service plan includes, but is not limited to:
  - 3.1.8.1. Determination of an initial ASAM level of care.
  - 3.1.8.2. Identification of any needs the client may have relative to supportive services including, but not limited to:
    - 3.1.8.2.1. Physical health needs.
    - 3.1.8.2.2. Mental health and other behavioral health needs.
    - 3.1.8.2.3. Peer recovery support services needs.
    - 3.1.8.2.4. Social services needs.
    - 3.1.8.2.5. Criminal justice needs that include Corrections, Drug Court, and Division for Children, Youth, and Families (DCYF) matters.
  - 3.1.8.3. A plan for addressing all areas of need identified in Paragraph 3.1.8. by determining goals that are patient-centered, specific, measurable, attainable, realistic, and timely (SMART goals).



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- 3.1.8.4. Plans for referrals to external providers to offer interim services, when the level of care identified in Paragraph 3.1.8. is not available to the client within forty-eight (48) hours of service plan development, which are defined as:
- 3.1.8.4.1. A minimum of one (1) sixty (60) minute individual or group outpatient session per week; and/or
  - 3.1.8.4.2. Recovery support services, as needed by the client; and/or
  - 3.1.8.4.3. Daily calls to the client to assess and respond to any emergent needs; and/or
  - 3.1.8.4.4. Respite shelter while awaiting treatment and recovery services.
- 3.1.9. A staff person, which can be a licensed clinician, Certified Recovery Support Worker (CRSW), or other non-clinical support staff, capable of assisting specialty populations with accessing services that may have additional entry points to services or specific eligibility criteria. Specialty populations include, but are not limited to:
- 3.1.9.1. Veterans and service members.
  - 3.1.9.2. Pregnant, postpartum, and parenting women.
  - 3.1.9.3. DCYF involved families.
  - 3.1.9.4. Individuals at-risk of or with HIV/AIDS.
  - 3.1.9.5. Adolescents.
- 3.1.10. Facilitated referrals to SUD treatment and recovery support and other health and social services, which shall include, but not be limited to:
- 3.1.10.1. Developing and implementing adequate consent policies and procedures for client-level data sharing and shared care planning with external providers, in accordance with HIPAA and 42 CFR Part 2.
  - 3.1.10.2. Determining referrals based on the service plan developed in Paragraph 3.1.8.
  - 3.1.10.3. Assisting clients with obtaining services with the provider agency, as appropriate.



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- 3.1.10.4. Contacting the provider agency on behalf of the client, as appropriate.
  - 3.1.10.5. Assisting clients with meeting the financial requirements for accessing services including, but not limited to:
    - 3.1.10.5.1. Identifying sources of financial assistance for accessing services and supports.
    - 3.1.10.5.2. Providing assistance with accessing financial assistance including, but not limited to:
      - 3.1.10.5.2.1. Assisting the client with making contact with the assistance agency, as appropriate.
      - 3.1.10.5.2.2. Contacting the assistance agency on behalf of the client, as appropriate.
      - 3.1.10.5.2.3. Supporting the client in meeting the admission, entrance, and intake requirements of the assistance agency.
    - 3.1.10.5.3. When no other payer is available, assisting clients with accessing services by maintaining a flexible needs fund specific to the Doorway region that supports clients who meet the eligibility criteria for assistance under a Department-approved Flexible Needs Fund Policy with their financial needs, which may include, but are not limited to:
      - 3.1.10.5.3.1. Transportation for eligible clients to and from recovery-related medical appointments, treatment programs, and other locations;
      - 3.1.10.5.3.2. Childcare to permit an eligible client who is a parent or caregiver to attend recovery-related medical appointments, treatment programs, and other appointments;
      - 3.1.10.5.3.3. Payment of short-term housing costs or other costs necessary to remove financial barriers to obtaining or retaining safe

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housing, such as payment of security deposits or unpaid utility bills;

3.1.10.5.3.4. Provision of light snacks not to exceed three dollars (\$3.00) per eligible client;

3.1.10.5.3.5. Provision of clothing appropriate for cold weather, job interviews, or work; and

3.1.10.5.3.6. Other uses preapproved in writing by the Department.

3.1.10.5.4. Assisting individuals in need of respite shelter resources while awaiting treatment and recovery services using available resources consistent with the Department's guidance. The Contractor shall:

3.1.10.5.4.1. Collaborate with the Department on a respite shelter voucher guidance and related procedures to determine eligibility for respite shelter resources based on criteria that include but are not limited to confirming an individual is:

3.1.10.5.4.1.1. A Doorway client;

3.1.10.5.4.1.2. In need of respite shelter while awaiting treatment and recovery services; and

3.1.10.5.4.1.3. In need of obtaining financial assistance to access short-term, temporary shelter.

3.1.11. Continuous case management services which include, but are not limited to:

3.1.11.1. Ongoing assessment of the clinical evaluation in Paragraph 3.1.8. for individuals to ensure the appropriate levels of care and supports identified are appropriate and revising the levels of care based on response to receiving interim services and supports.

3.1.11.2. Ongoing assessment in collaboration or consultation with the client's external service provider(s) of necessary support services to address needs identified in the evaluation or by the client's

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service provider that may create barriers to the client entering and/or maintaining treatment and/or recovery.

3.1.11.3. Supporting clients with meeting the admission, entrance, and intake requirements of the provider agency.

3.1.11.4. Ongoing follow-up and support of clients engaged in services in collaboration or consultation with the client's external service provider(s) until a discharge Government Performance and Results Act (GPRA) interview is completed. The Contractor shall ensure follow-up and support includes, but is not limited to:

3.1.11.4.1. Attempting to contact each client at a minimum, once per week until the discharge GPRA interview is completed, according to the following guidelines:

3.1.11.4.1.1. Attempt the first contact by telephone, in person or by an alternative method approved by the Department at such a time when the client would normally be available.

3.1.11.4.1.2. If the attempt in Unit 3.1.12.4.1. is not successful, attempt a second contact, as necessary, by telephone, in person or by an alternative method approved by the Department at such a time when the client would normally be available no sooner than two (2) business days and no later than three (3) business days after the first attempt.

3.1.11.4.1.3. If the attempt in Subunit 3.1.12.4.1.2. is not successful, attempt a third contact, as necessary, by telephone, in person or by an alternative method approved by the Department at such a time when the client would normally be available, no sooner than two (2) business days and no later than three (3) business days after the second attempt.

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- 3.1.11.4.1.4. Documenting all efforts of contact in a manner approved by the Department.
- 3.1.11.5. When the follow-up in Subparagraph 3.1.12.4. results in a determination that the individual is at risk of self-harm, the Contractor shall proceed in alignment with best practices for the prevention of suicide.
- 3.1.11.6. When possible, client contact and outreach shall be conducted in coordination and consultation with the client's external service provider to ensure continuous communication and collaboration between the Doorway and service provider.
- 3.1.11.7. Each successful contact shall include, but not be limited to:
- 3.1.11.7.1.1. Inquiring on the status of each client's recovery and experience with their external service provider.
  - 3.1.11.7.1.2. Identifying client needs.
  - 3.1.11.7.1.3. Assisting the client with addressing needs, as identified in Part 3.1.11.5.3.
  - 3.1.11.7.1.4. Providing early intervention to clients who have relapsed or whose recovery is at risk.
- 3.1.11.8. Collecting and documenting attempts to collect client-level data at multiple intervals including, but not limited to ensuring the GPRA Interview tool is completed and entered into the SAMHSA's Performance Accountability and Reporting System (SPARS), at a minimum:
- 3.1.11.8.1. At intake or no later than seven (7) calendar days after the GPRA interview is conducted.
  - 3.1.11.8.2. Six (6) months post intake into Doorway services.
  - 3.1.11.8.3. Upon discharge from the initially referred service.
- 3.1.11.9. Documenting any loss of contact in the SPARS system using the appropriate process and protocols as defined by SAMHSA through technical assistance provided under the SOR grant.
- 3.1.11.10. Ensuring contingency management strategies are utilized to increase client engagement in follow-up GPRA interviews, which may include, but are not limited to gift cards provided to clients for



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follow-up participation at each follow-up interview, which shall not exceed thirty dollars (\$30) in value, ensuring payments are not used to incentivize participation in treatment.

- 3.1.11.11. Assisting individuals who are unable to secure financial resources, with enrollment in public or private insurance programs including but not limited to New Hampshire Medicaid, Medicare, and or waiver programs within fourteen (14) calendar days after intake.
- 3.1.11.12. Providing Naloxone purchase, distribution, information, and training to individuals and organizations who meet the eligibility criteria for receiving kits under the Department's Naloxone Distribution Policy.
- 3.2. The Contractor shall obtain consent forms from all clients served, either in-person, telehealth or other electronic means, to ensure compliance with all applicable state and federal confidentiality laws.
- 3.3. The Contractor shall provide services in accordance with:
  - 3.3.1. The twelve (12) Core Functions of the Alcohol and Other Drug Counselor.
  - 3.3.2. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice.
  - 3.3.3. The four (4) recovery domains, as described by the International Credentialing and Reciprocity Consortium.
  - 3.3.4. TIP 27: Comprehensive Case Management for Substance Abuse Treatment.
- 3.4. The Contractor shall have policies and procedures that allow them to accept referrals and evaluations from SUD treatment and other service providers that include the utilization of the closed loop referral system procured by the Department.
- 3.5. The Contractor shall provide information to all individuals seeking services on how to file a grievance in the event of dissatisfaction with services provided. The Contractor shall ensure each individual seeking services receives information on:
  - 3.5.1. The steps to filing an informal complaint with the Contractor, including the specific contact person to whom the complaint should be sent.
  - 3.5.2. The steps to filing an official grievance with the Contractor and the Department with specific instructions on where and to whom the official grievance should be addressed.

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3.6. The Contractor shall provide written policies and the formalized agreements to the Department for review and approval within twenty (20) business days of the contract effective date and thereafter when new agreements are entered into, policies are adopted, or when information is requested by the Department that include, but not limited to:

- 3.6.1. Privacy notices and consent forms.
- 3.6.2. Conflict of interest and financial assistance documentation.
- 3.6.3. Shelter vouchers.
- 3.6.4. Referrals and evaluation from other providers.
- 3.6.5. Complaints.
- 3.6.6. Grievances.
- 3.6.7. Formalized agreements with community partners and other agencies that include, but are not limited to:
  - 3.6.7.1. 2-1-1 NH.
  - 3.6.7.2. Other Doorway partners.
  - 3.6.7.3. Providers and supports available after normal Doorway operating hours.

**4. Subcontracting for the Doorways**

- 4.1. The Doorway shall submit all subcontracts the Doorway proposes to enter into for services funded through this contract to the Department for approval prior to execution.
- 4.2. The Doorway may subcontract, with prior approval of the Department, for support and assistance in providing core Doorway services, which include:
  - 4.2.1. Screening;
  - 4.2.2. Assessment;
  - 4.2.3. Evaluation;
  - 4.2.4. Referral;
  - 4.2.5. Continuous case management;
  - 4.2.6. GPRA data completion; and
  - 4.2.7. Naloxone distribution.

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- 4.3. The Doorway shall at all times be responsible for continuous oversight of, and compliance with, all Core Doorway services and shall be the single point of contact with the Department for those Core services.
- 4.4. Any subcontract for support and assistance in providing Core Doorway services shall ensure that the patient experience is consistent across the continuum of Core Doorway services and the subcontracted entities and personnel are at all times acting, in name and in fact, as agents of the Doorway. The Doorway shall consolidate Core Doorway services, to the greatest extent practicable, in a single location.
- 4.5. The Doorway may collaborate with the Department to identify and obtain the services of an agent to handle the fiscal and administrative processes for payment of flexible needs funds, ensuring all uses of flexible needs funds are approved by the Doorway, in accordance with approved policies.

**5. Staffing**

- 5.1. The Contractor shall ensure staff during regular hours of operation includes, at a minimum:
  - 5.1.1. One (1) clinician with the ability to provide clinical evaluations for ASAM level of care placement, in-person or telephonically.
  - 5.1.2. One (1) CRSW with the ability to fulfill recovery support and care coordination functions.
  - 5.1.3. One (1) staff person, who can be a licensed clinician, CRSW, or other non-clinical support staff, capable of aiding specialty populations as outlined in Paragraph 3.1.7.
- 5.2. The Contractor shall ensure sufficient staffing levels appropriate for the services provided and the number of clients served based on available staffing and the budget established for the Doorway.
- 5.3. The Contractor may provide alternative staffing, either temporary or long-term, for Department approval, thirty (30) calendar days before making the change to staffing.
- 5.4. The Contractor shall ensure all unlicensed staff providing treatment, education or recovery support services are directly supervised by a licensed supervisor.
- 5.5. The Contractor shall ensure no licensed supervisor supervises more than twelve (12) unlicensed staff unless the Department has approved an alternative supervision plan.
- 5.6. The Contractor shall ensure peer clinical supervision is provided for all clinicians including, but not limited to:



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- 5.6.1. Weekly discussion of cases with suggestions for resources or alternative approaches.
  - 5.6.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision.
  - 5.7. The Contractor shall ensure staff meet all training requirements, which may be satisfied through existing licensure requirements and/or Department-approved alternative training curriculums or certifications and include, but are not limited to:
    - 5.7.1. For all clinical staff:
      - 5.7.1.1. Suicide prevention and early warning signs.
      - 5.7.1.2. The 12 Core Functions of the Alcohol and Other Drug Counselor.
      - 5.7.1.3. The standards of practice and ethical conduct, with particular emphasis given to the individual's role and appropriate responsibilities, professional boundaries, and power dynamics.
      - 5.7.1.4. An approved course on the twelve (12) core functions and The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice within twelve (12) months of hire.
      - 5.7.1.5. A Department-approved ethics course within twelve (12) months of hire.
    - 5.7.2. For recovery support staff and other non-clinical staff working directly with clients:
      - 5.7.2.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee.
      - 5.7.2.2. The standards of practice and ethical conduct, with particular emphasis given to the individual's role and appropriate responsibilities, professional boundaries, and power dynamics, and confidentiality safeguards in accordance with HIPAA and 42 CFR Part 2, and state rules and laws.
      - 5.7.2.3. The four (4) recovery domains as described by the International Credentialing and Reciprocity Consortium.
      - 5.7.2.4. An approved ethics course within twelve (12) months of hire.
    - 5.7.3. Ensuring all recovery support staff and clinical staff receive annual continuous education regarding SUD.



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- 5.7.4. Providing in-service training to all staff involved in client care within fifteen (15) business days of the contract effective date, or the staff person's start date, on the following:
- 5.7.4.1. The contract requirements.
- 5.7.4.2. All other relevant policies and procedures provided by the Department.
- 5.8. The Contractor shall provide staff, subcontractors, or end users as defined in Exhibit K with periodic training in practices and procedures to ensure compliance with information security, privacy or confidentiality in accordance with state administrative rules and state and federal laws.
- 5.9. The Contractor shall notify the Department in writing:
- 5.9.1. Within one (1) week of hire of a new administrator, coordinator or any staff person essential to meeting the terms and conditions of this contract.
- 5.9.2. Within seven (7) calendar days when there is not sufficient staffing to perform all required services for more than one (1) month.
- 5.10. The Contractor shall have policies and procedures, as approved by the Department, related to student interns to address minimum coursework, experience, and core competencies for those interns having direct contact with individuals served by this contract.
- 5.11. The Contractor shall ensure that student interns complete a Department-approved ethics course and a Department-approved course on the twelve (12) core functions as described in Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice within six (6) months of beginning their internship.
- 6. Records.**
- 6.1. The Contractor shall maintain the following records, to be provided to the Department upon request:
- 6.1.1. Books, records, documents and other electronic or physical data evident of all expenses incurred, and all income received by the Contractor related to Exhibit A, Scope of Services.
- 6.1.2. All records shall be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all costs and expenses, and are acceptable to the Department, to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions

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Access and Delivery Hub for Opioid Use Disorder Services**



**EXHIBIT B – Amendment #1**

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.

6.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, 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.

6.1.4. Medical records on each patient/recipient of services.

**7. Health Insurance Portability and Accountability Act and Confidentiality:**

7.1. The Contractor is a covered entity as defined under the Health Insurance Portability and Accountability Act (HIPAA), 45 CFR 160, 162 and 164, and shall comply with all confidentiality requirements and safeguards set forth in state and federal law and rules. The Contractor is also a SUD provider as defined under 42 CFR Part 2 and shall safeguard confidential information as required. The Contractor shall ensure compliance with all consent and notice requirements prohibiting the redisclosure of confidential information in accordance with 42 CFR Part 2.

7.2. All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the disclosure of any protected health information shall be in accordance with the regulatory provisions of HIPAA, 42 CFR Part 2, and applicable state and federal laws and rules. Further, the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, their attorney or guardian. Notwithstanding anything to the contrary contained herein, the covenants and conditions contained in this Section 7. of Exhibit A, Scope of Services shall survive the termination of the Contract for any reason whatsoever.

**8. Reporting Requirements.**

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**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**



**EXHIBIT B – Amendment #1**

- 8.1. The Contractor shall comply with all aspects of the Department of Health and Human Services Bureau of Quality Assurance and Improvement Sentinel Event Reporting and Review Policy PO.1003 (referred to as PO. 1003), effective April 24, 2019, and any subsequent versions and/or amendments.
- 8.2. The Contractor shall report to the Department of Health and Human Services Bureau of Drug and Alcohol Services within twenty-four (24) hours and follow up with written documentation submitted to the Bureau of Quality Assurance and Improvement within seventy-two (72) hours, as specified in PO.1003, any sentinel event that occurs with any individual who is receiving services under this contract. This does not replace the responsibility of the Contractor's responsibility to notify the appropriate authority if the Contractor suspects a crime has occurred.
- 8.3. The Contractor shall provide any information requested by the Department as follow up to a sentinel event report, or to complete a sentinel event review, with or without involvement in a requested sentinel event review.
- 8.4. The Contractor shall submit monthly activity reports on templates provided by the Department with data elements that include, but may not be limited to:
  - 8.4.1. Call counts.
  - 8.4.2. Counts of clients seen, separately identifying new clients and clients who revisit the Doorway after being administratively discharged.
  - 8.4.3. Reason types.
  - 8.4.4. Count of clinical evaluations.
  - 8.4.5. Count of referrals made and type.
  - 8.4.6. Naloxone distribution.
  - 8.4.7. Referral statuses.
  - 8.4.8. Recovery monitoring contacts.
  - 8.4.9. Service wait times, flex fund utilization.
  - 8.4.10. Respite shelter utilization.
- 8.5. The Contractor shall submit reports on naloxone kits distributed, utilizing a template provided by the Department.
- 8.6. The Contractor shall report on required data points specific to this SOR grant as identified by SAMHSA over the grant period.

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**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**



**EXHIBIT B – Amendment #1**

- 8.7. The Contractor shall be required to prepare and submit ad hoc data reports, respond to periodic surveys, and other data collection requests as deemed necessary by the Department or SAMHSA.

**9. Performance Measures**

- 9.1. The Department seeks to actively and regularly collaborate with providers to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- 9.2. The Department may collect other key data and metrics from Contractor(s), including client-level demographic, performance, and service data.
- 9.3. The Department may identify expectations for active and regular collaboration, including key performance measures, in the resulting contract. Where applicable, Contractor(s) must collect and share data with the Department in a format specified by the Department.

**10. Contract Management**

- 10.1. The Contractor shall participate in periodic meetings with the Department to review the operational status of the Doorway, for the duration of the contract.
- 10.2. The Contractor shall participate in operational site reviews on a schedule provided by the Department. All contract deliverables, programs, and activities shall be subject to review during this time. The Contractor shall:
- 10.2.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements.
  - 10.2.2. Ensure the Department is provided with access that includes but is not limited to:
    - 10.2.2.1. Data.
    - 10.2.2.2. Financial records.
    - 10.2.2.3. Scheduled access to Contractor work sites, locations, work spaces and associated facilities.
    - 10.2.2.4. Unannounced access to Contractor work sites, locations, work spaces and associated facilities.
    - 10.2.2.5. Scheduled access to Contractor principals and staff.



**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**



**EXHIBIT B – Amendment #1**

- 10.3. The Contractor shall provide a Doorway information sheet and work plan regarding the Doorway's operations to the Department, annually, for review in the format prescribed by the Department.

**11. SOR Grant Standards**

- 11.1. The Contractor shall provide the Department with a budget narrative within thirty (30) days of the contract effective date.
- 11.2. The Contractor shall meet with the Department within sixty (60) days of the contract effective date to review the proposed plan for contract implementation.
- 11.3. The Contractor and/or referred providers shall ensure that only Food and Drug Administration approved MAT for OUD is utilized.
- 11.4. The Contractor and referred providers shall only provide medical withdrawal management services to any individual supported by SOR Grant Funds if the withdrawal management service is accompanied by the use of injectable extended-release naltrexone, as clinically appropriate.
- 11.5. The Contractor and referred providers shall ensure that all uses of flexible needs funds and respite shelter funds are in compliance with the Department and SAMHSA requirements, which includes, but is not limited to ensuring recovery housing facilities utilized by clients are certified based on national standards aligned with the National Alliance for Recovery Residences standards and registered with the State of New Hampshire, Bureau of Drug and Alcohol Services in accordance with current NH Administrative Rules.
- 11.6. The Contractor and referred providers shall ensure staff who are trained in Presumptive Eligibility for Medicaid are available to assist clients with enrolling in public or private health insurance.
- 11.7. The Contractor and referred providers shall accept clients on MAT and facilitate access to MAT on-site or through referral for all clients supported with SOR Grant funds, as clinically appropriate.
- 11.8. The Contractor and referred providers shall coordinate with the NH Ryan White HIV/AIDS program for clients identified as at risk of, or with, HIV/AIDS.
- 11.9. The Contractor and referred providers shall ensure that all clients are regularly screened for tobacco use, treatment needs and referral to the QuitLine as part of treatment planning.



**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**



**EXHIBIT B – Amendment #1**

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- 11.10. The Contractor shall collaborate with the Department to ensure compliance with all appropriate Department, State of NH, SAMHSA, and other Federal terms, conditions, and requirements.
- 11.11. The Contractor shall attest the understanding that SOR grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. The Contractor agrees that:
- 11.11.1. Treatment in this context includes the treatment of opioid use disorder (OUD).
  - 11.11.2. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders.
  - 11.11.3. This marijuana restriction applies to all subcontracts and MOUs that receive SOR funding.
  - 11.11.4. Attestations will be provided to the Contractor by the Department.
  - 11.11.5. The Contractor shall complete and submit all attestations to the Department within thirty (30) days of contract approval.
- 11.12. The Contractor shall refer to Exhibit B for grant terms and conditions including, but not limited to:
- 11.12.1. Invoicing.
  - 11.12.2. Funding restrictions.
  - 11.12.3. Billing.

**12. Data Management Requirements**

- 12.1. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements, which is attached hereto and incorporated by reference herein.

**13. Termination Report/Transition Plan**

- 13.1. In the event of early termination of the Agreement, the Contractor shall, within fifteen (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.
- 13.2. 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



**New Hampshire Department of Health and Human Services  
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**EXHIBIT B – Amendment #1**

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.

- 13.3. 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.
- 13.4. 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.
- 13.5. 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. 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.

**14. Credits and Copyright Ownership**

- 14.1. 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, "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."
- 14.2. All materials produced or purchased under the contract shall have prior approval from the Department before printing, production, distribution or use. The Department will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or



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**EXHIBIT B – Amendment #1**

reports. The Contractor shall not reproduce any materials produced under the contract without prior written approval from the Department.

**15. Operation of Facilities: Compliance with Laws and Regulations**

- 15.1. 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)**

- 16.1. 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. Equipment Purchases**

- 17.1. The Contractor shall submit to the Department's Contract Unit a list of the purchased office equipment (with funding from this Contract). The list shall include office equipment such as, but not limited to, laptop computers, printers/scanners, and phones with the make, model, and serial number of each piece of office equipment.



**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**



**EXHIBIT B – Amendment #1**

- 17.2. The Contractor shall return said office equipment in Subsection 17.1. to the Department's Contract Unit within thirty (30) days from the completion date of the Contract.

**18. Compliance with Federal and State Laws**

- 18.1. 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.

18.2. Time and Manner of Determination.

- 18.2.1. 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.

18.3. Documentation

- 18.3.1. 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.

18.4. Fair Hearings

- 18.4.1. 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.

*[Handwritten initials]*  
*[Handwritten date: 1/19/21]*



**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**



**EXHIBIT C Amendment #1**

**Payment Terms**

1. This Agreement is funded by:
  - 1.1. 97.28% Federal funds from the State Opioid Response Grant, as awarded on 09/30/2018, by the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, CFDA #93.788, FAIN H79TI081685, and as awarded on 09/30/2020, by the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, CFDA #93.788, FAIN H79TI083326.
  - 1.2. 2.72% Other Funds from Governor's Commission on Alcohol and Other Drug Abuse Prevention, Intervention and Treatment Funds.
2. Governor Commission Funds
  - 2.1. The Contractor shall utilize funds in Exhibit C-4 Amendment #1 GovComm and Exhibit C-6 Amendment #1 GovComm for the purpose of providing services and supports to clients whose needs to not make them eligible to receive SOR-funded services and supports.
  - 2.2. The Contractor shall collaborate with the Department to determine appropriate services and supports along with developing and submitting reports and invoices that are separate from reports and invoices submitted for SOR grant funds.
3. For the purposes of this Agreement:
  - 3.1. The Department has identified the Contractor as a Contractor, in accordance with 2 CFR §200.330.
  - 3.2. The Department has identified this Contract as NON-R&D, in accordance with 2 CFR §200.87.
  - 3.3. The de minimis Indirect Cost Rate of 10% applies in accordance with 2 CFR §200.414.
4. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibit C-1, Budget through Exhibit C-7 Amendment #1 SOR II.
5. The Contractor shall seek payment for services, as follows:
  - 5.1. First, the Contractor shall charge the client's private insurance or other payor sources.
  - 5.2. Second, the Contractor shall charge Medicare.
  - 5.3. Third, the Contractor shall charge Medicaid enrolled individuals, as follows:
    - 5.3.1. Medicaid Care Management: If enrolled with a Managed Care Organization (MCO), the Contractor shall be paid in accordance with its contract with the MCO.



**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**



**EXHIBIT C Amendment #1**

- 5.3.2. Medicaid Fee for Service: The Contractor shall bill Medicaid for services on the Fee for Service (FFS) schedule.
- 5.4. Fourth, the Contractor shall charge the client in accordance with the Sliding Fee Scale Program.
- 5.5. Lastly, if any portion of the amount specified in the Sliding Fee Scale remains unpaid, charge the Department for the unpaid balance.
6. The Contractor shall submit an invoice in a form satisfactory to the State by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment. Invoices shall be net any other revenue received towards the services billed in fulfillment of this agreement. The Contractor shall ensure:
- 6.1. Backup documentation includes, but is not limited to:
- 6.1.1. General Ledger showing revenue and expenses for the contract.
- 6.1.2. Timesheets and/or time cards that support the hours employees worked for wages reported under this contract.
- 6.1.2.1. Per 45 CFR Part 75.430(i)(1) Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed.
- 6.1.2.2. Attestation and time tracking templates, which are available to the Department upon request.
- 6.1.3. Invoices supporting expenses reported:
- 6.1.3.1. Unallowable expenses include, but are not limited to:
- 6.1.3.1.1. Amounts belonging to other programs.
- 6.1.3.1.2. Amounts prior to effective date of contract.
- 6.1.3.1.3. Construction or renovation expenses.
- 6.1.3.1.4. Food or water for employees.
- 6.1.3.1.5. Directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana.
- 6.1.3.1.6. Fines, fees, or penalties.
- 6.1.3.1.7. Per SAMSHA requirements, meals are generally unallowable unless they are an integral part of a conference



**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**



**EXHIBIT C Amendment #1**

grant or specifically stated as an allowable expense in the FOA. Grant funds may be used for light snacks, not to exceed three dollars (\$3.00) per person for clients.

- 6.1.3.1.8. Cell phones and cell phone minutes for clients.
  - 6.1.4. Receipts for expenses within the applicable state fiscal year.
  - 6.1.5. Cost center reports.
  - 6.1.6. Profit and loss report.
  - 6.1.7. Remittance Advices from the insurances billed. Remittance Advices do not need to be supplied with the invoice, but should be retained to be available upon request.
  - 6.1.8. Information requested by the Department verifying allocation or offset based on third party revenue received.
  - 6.1.9. Summaries of patient services revenue and operating revenue and other financial information as requested by the Department.
7. The Contractor is responsible for reviewing, understanding, and complying with further restrictions included in the Funding Opportunity Announcement (FOA).
  8. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to [melissa.girard@dhhs.nh.gov](mailto:melissa.girard@dhhs.nh.gov), or invoices may be mailed to:  
  
SOR Financial Manager  
Department of Health and Human Services  
105 Pleasant Street  
Concord, NH 03301
  9. The Contractor agrees that billing submitted for review after twenty (20) business days of the last day of the billing month may be subject to non-payment.
  10. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
  11. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
  12. The Contractor must provide the services in Exhibit B Amendment #1, Scope of Services, in compliance with funding requirements.
  13. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B Amendment #1, Scope of Services, including failure to submit required monthly and/or quarterly reports.

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11/9/21



**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**



**EXHIBIT C Amendment #1**

14. Notwithstanding Paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
15. Audits
  - 15.1. The Contractor is required to submit an annual audit to the Department if any of the following conditions exist:
    - 15.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
    - 15.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
    - 15.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
  - 15.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
  - 15.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
  - 15.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.
  - 15.5. 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.



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S0001 C-4 Amendment #1 Rev 02/01

**New Hampshire Department of Health and Human Services**  
**COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

Contractor Name: **Goodman New Hampshire Health System, Inc.**

Budget Requested For: **Services and Delivery Staff for Optimal Use of Health Services ("Insurance"), Direct or Indirect Support**

Budget Period: **FY21 10/01/2020-09/30/21 (24 Months)**

Line Item	Description	FY21 10/01/2020-09/30/21	FY22 10/01/2021-09/30/22	FY23 10/01/2022-09/30/23	FY24 10/01/2023-09/30/24	FY25 10/01/2024-09/30/25	FY26 10/01/2025-09/30/26	FY27 10/01/2026-09/30/27	FY28 10/01/2027-09/30/28	FY29 10/01/2028-09/30/29	FY30 10/01/2029-09/30/30
1	Salaries										
2	Benefits										
3	Travel										
4	Supplies										
5	Contractual Services										
6	Other										
7	Subcontracting										
8	Capital Equipment										
9	Construction										
10	Information Technology										
11	Professional Services										
12	Other Direct and Indirect Support Services										
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99	Other Direct and Indirect Support Services										
100	Other Direct and Indirect Support Services										
TOTAL											

Submitted As a Request of Budget

Contractor Initials: *pit*  
 Date: *4/9/21*







DS 100 6-4 Amendment #1 GovContra

**New Hampshire Department of Health and Human Services**  
**COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

**Distributor Name:** Southern New Hampshire Health System, Inc.

**Budget Requested For:** Access and Delivery Hub for Optimal User Experience Services ("Access"), Greater Nashua Region  
\*Access-Access-Access-Access-Access  
**Budget Period:** 07/23/2023 to 07/23/2024 (12 Months)

Line Item	Fiscal Year 2023		Fiscal Year 2024		Fiscal Year 2025		Fiscal Year 2026		Fiscal Year 2027	
	Amount	Units	Amount	Units	Amount	Units	Amount	Units	Amount	Units
1. Personnel										
2. Fringe Benefits										
3. Travel										
4. Consulting										
5. Contract Services										
6. Supplies										
7. Information Technology										
8. Telecommunications										
9. Postage and Freight										
10. Reproduction and Printing										
11. Professional Services										
12. Other (Specify in Remarks)										
<b>TOTAL</b>	<b>114,475</b>		<b>114,475</b>		<b>114,475</b>		<b>114,475</b>		<b>114,475</b>	

Submitted As a Percent of Budget

Contract 6-4  
 Date: 11/9/21



Table C-7 Amendment P1 BOR 9

New Hampshire Department of Health and Human Services COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD									
Committed Name: Southern New Hampshire Health System, Inc.									
Budget Request for: Ambulatory and Outpatient Hub for Optimal Use of Services ("Outpatient"), Greater Boston Region									
Submitted on: 08/08/2020 at									
Budget Period: 07/01/2021-06/30/2022 (12/01)									
Line Item	Account Number	Account Name	Account Type	Account Subtype	Account Category	Account Subcategory	Account Detail	Account Subdetail	Account Total
1. All Ambulatory	217,100.00								217,100.00
2. Ambulatory Services	217,100.00								217,100.00
3. Outpatient	217,100.00								217,100.00
4. Outpatient	217,100.00								217,100.00
5. Outpatient	217,100.00								217,100.00
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7. Outpatient	217,100.00								217,100.00
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Lori A. Shilbette  
Commissioner

Katja S. Fox  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION FOR BEHAVIORAL HEALTH

129 PLEASANT STREET, CONCORD, NH 03301  
603-271-9544 1-800-852-3345 Ext. 9544  
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

February 28, 2020

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

1. Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into Sole Source contracts with the vendors listed below in an amount not to exceed \$3,519,330 for the provision of Doorway services for access to substance use disorder treatment and recovery support services, with the option to renew for up to two (2) additional years, effective upon Governor and Council approval through September 29, 2020. 100% Federal.

Vendor Name	Vendor Code	Area Served	Contract Amount
Catholic Medical Center	VC# 177240	Greater Manchester	\$1,948,342
Southern New Hampshire Health System, Inc.	TBD	Greater Nashua	\$1,570,988
		<b>Total</b>	<b>\$3,519,330</b>

2. Further, authorize an advance payment in an amount not to exceed \$568,370 in the aggregate for both vendors for startup costs, hiring staff, and readiness activities effective upon Governor and Council approval.

Funds are available in the following account(s) for State Fiscal Years 2020 and 2021, with authority to adjust amounts within the price limitation and adjust encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-92-920510-7040 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV OF, BUREAU OF DRUG & ALCOHOL SERVICES, STATE OPIOID RESPONSE GRANT

Catholic Medical Center			
State Fiscal Year	Class Title	Class Amount	Current Budget
2020	Contracts for Prog Svs	102-500731	\$1,223,728
2021	Contracts for Prog Svs	102-500731	\$724,614
		<b>Subtotal</b>	<b>\$1,948,342</b>



His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 2 of 3

Southern New Hampshire Health System, Inc.			
State Fiscal Year	Class Title	Class Amount	Current Budget
2020	Contracts for Prog Svs	102-500731	\$1,048,716
2021	Contracts for Prog Svs	102-500731	\$522,272
		<b>Subtotal</b>	<b>\$1,570,988</b>
		<b>Grand Total</b>	<b>\$3,519,330</b>

#### EXPLANATION

This request is **Sole Source** because the Department has implemented the Doorway system for substance use services across the State with hospital systems to provide services to individuals struggling with substance use disorders. Based on a review of the non-hospital based Vendor currently operating the Doorways in the Greater Manchester and Greater Nashua regions, the Department has determined that these two (2) Vendors have the capability and are well poised and positioned to take over the programs in the Greater Manchester and Greater Nashua regions from the current Vendor. These new Vendors will work with the current Vendor for a period of 90 days to transition the program while maintaining services in the two cities. The new Vendors will begin offering services within 60 days of contract approval. The current Vendor will serve the two regions during that time period and have 30 days thereafter to complete the full transition.

Approximately 1,500 individuals in the Greater Manchester and Greater Nashua regions are expected to be served May 10, 2020 through September 29, 2020.

The Doorway program was launched in January 2019 as part of the federal State Opioid Response (SOR) grant, which also funds services including but not limited to Medication Assisted Treatment, recovery housing, peer recovery support, mobile crisis and employment. The SOR funding also serves specialty populations, including caregivers with opioid use disorder, pregnant women and individuals transitioning from correctional facilities to community based settings. These contracts will allow the Doorways to continue ensuring that every resident in New Hampshire has access to in-person substance use disorder treatment and recovery services. Services include assessments and evaluations for substance use disorder care coordination, and referrals to community partners for needed services and supports. The Doorways also distribute naloxone to individuals and service providers in their regions.

In 2019, the Doorway program served close to 8,400 individuals and in January 2020 alone, over 1,000 individuals were served. The Doorways continue to increase and standardize services for individuals with opioid use disorder; strengthen existing prevention, treatment, and recovery programs; ensure access to critical services to decrease the number of opioid-related deaths in New Hampshire; and promote engagement in the recovery process. With these contracts, all nine regional Doorways will be aligned with hospital systems.

The Department will work closely with these Contractors as they prepare to assume the delivery of Doorway services in the Greater Manchester and Greater Nashua regions, as well as provide for the transition of current clients from Granite Pathways to Catholic Medical Center and Southern New Hampshire Health Systems, Inc. This will include a kick-off meeting, weekly check-ins and monthly onsite visits.

The Department will monitor the effectiveness and the delivery of services required under these agreements using the following performance measures:

- Monthly de-identified, aggregate data reports;
- Weekly and biweekly Doorway program calls;
- Monthly Community of Practice meetings; and
- Regular review and monitoring of Government Performance and Results Act interviews and follow-ups through the Web Information Technology System database.



His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 3 of 3

As referenced Exhibit A, Revisions to Standard Contract Provisions of the attached contract, the parties have the option to extend the agreements for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Executive Council not authorize this request, individuals seeking help for opioid use disorder in the Greater Nashua and Greater Manchester regions may experience difficulty navigating a complex system; may not receive the supports and clinical services they need; and may experience delays in receiving care.

Area served: Statewide

Source of Funds: 100% Federal Funds from the Substance Abuse and Mental Health Services Administration. CFDA # 93.788, FAIN #H79TI081685 and FAIN #TI080246.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Lori A. Shibinette  
Commissioner



**State of New Hampshire  
Department of Health and Human Services  
Amendment #1**

This Amendment to the Access and Delivery Hub for Opioid Use Disorder Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Concord Hospital – Laconia ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 2, 2021 (Item #28), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, and Exhibit A, Revisions to Standard Agreement Provisions, Section 1, Revisions to Form P-37, General Provisions, Subsection 1.2. the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.3., Contractor Name is modified to correct a scrivener's error, to read:  
Concord Hospital - Laconia
2. Form P-37 General Provisions, Block 1.7, Completion Date, to read:  
September 29, 2022.
3. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$1,307,499.
4. Modify Exhibit B, Section 11, State Opioid Response (SOR) Grant Standards, Subsection 11.1 to read:  
11.1. Reserved.
5. Modify Exhibit B, Section 11, State Opioid Response (SOR) Grant Standards, Subsection 11.11 to read:  
11.11. The Contractor shall ensure that SOR grant funds are not used to purchase, prescribe, or provide marijuana or provide treatment using marijuana. The Contractor shall ensure:  
11.11.1. Treatment in this context includes the treatment of opioid use disorder (OUD).  
11.11.2. Grant funds are not provided to any individual who, or organization that, provides or permits marijuana use for the purposes of treating substance use or mental health disorders.  
11.11.3. This marijuana restriction applies to all subcontracts and memorandums of understanding (MOU) that receive SOR funding.
6. Modify Exhibit B, Section 11, State Opioid Response (SOR) Grant Standards, Subsection 11.12 to read:  
11.12. The Contractor shall provide a Fentanyl test strip utilization plan to the Department for approval prior to implementation. The Contractor shall ensure the utilization plan



includes:

- 11.12.1. Internal policies for the distribution of Fentanyl strips;
- 11.12.2. Distribution methods and frequency; and
- 11.12.3. Other key data as, requested by the Department.

7. Modify Exhibit B, Section 11, State Opioid Response (SOR) Grant Standards, by adding Subsection 11.13 as follows:

11.13. The Contractor shall provide a contingency management plan to the Department for approval prior to implementation of the contingency management plan. The Contractor shall ensure the contingency management plan includes:

- 11.13.1. Contingency management strategies to reward and incentivize individual treatment compliance;
- 11.13.2. Identified allowable contingency rewards, as approved by the Department, ensuring:
  - 11.13.2.1. The maximum value per contingency does not exceed \$15; and
  - 11.13.2.2. The maximum number of contingencies per year per individual does not exceed five (5); and
  - 11.13.2.3. The maximum dollar value of all contingencies per individual does not exceed \$75 per year; and

11.13.3. Other key data as requested by the Department.

8. Modify Exhibit B, Section 11, State Opioid Response (SOR) Grant Standards, by adding Subsection 11.14 as follows:

11.14. The Contractor shall refer to Exhibit C – Amendment #1 for grant terms and conditions including, but not limited to:

- 11.14.1. Invoicing.
- 11.14.2. Funding restrictions.
- 11.14.3. Billing.

9. Modify Exhibit C, Methods and Conditions Precedent to Payment by replacing in its entirety with Exhibit C – Amendment #1, Methods and Conditions Precedent to Payment, in order to update payment terms, billing standards and various references to budgets, which is attached hereto and incorporated by reference herein.
10. Add Exhibit C-1 Amendment #1, SOR II Budget, which is attached hereto and incorporated by reference herein.
11. Add Exhibit C-2 Amendment #1, SOR II Budget, which is attached hereto and incorporated by reference herein.



All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

9/8/2021  
\_\_\_\_\_  
Date

DocuSigned by:  
*Katja Fox*  
\_\_\_\_\_  
Name: Katja Fox  
Title: Director

Concord Hospital, Inc. - Laconia

9/7/2021  
\_\_\_\_\_  
Date

DocuSigned by:  
*Scott W Sloane*  
\_\_\_\_\_  
Name: Scott W Sloane  
Title: Chief Financial Officer



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

9/9/2021

Date

DocuSigned by:

J. Christopher Marshall

059D458E80D4401

Name: J. Christopher Marshall

Title: Assistant Attorney General

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:



**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**



**EXHIBIT C – Amendment #1**

**Payment Terms**

1. This Agreement is funded by:
  - 1.1. 87.56% Federal funds from the State Opioid Response Grant, as awarded on 08/30/2018, by the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, CFDA #93.788, FAIN H79TI081685, and as awarded on 09/30/2020, by the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, CFDA #93.788, FAIN H79TI083326, and as awarded on 08/09/2021, by the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, CFDA #93.788, FAIN H79TI083326; and
  - 1.2. 1.27% Federal funds from the Substance Abuse Prevention & Treatment Block Grant-SABG FY21 COVID Emergency Funds, as awarded on 3/11/21, by the U.S. Department of Health and Human Services, Substance Abuse & Mental Health Services Administration, CFDA #93.959, FAIN B08TI083509.
  - 1.3. 11.16% Other Funds from Governor's Commission on Alcohol and Other Drug Abuse Prevention, Intervention and Treatment Funds, effective from 9/30/2020 through 9/29/2021.
2. Governor Commission Funds
  - 2.1. The Contractor shall utilize funds in Appendix E – Budget Form, Page 1 GovComm and Appendix E – Budget Form, Page 2 GovComm for the purpose of providing services and supports to clients whose needs do not make them eligible to receive SOR-funded services and supports.
  - 2.2. The Contractor shall collaborate with the Department to determine appropriate services and supports along with developing and submitting reports and invoices that are separate from reports and invoices submitted for SOR grant funds.
3. SABG FY21 COVID Emergency Funds
  - 3.1. The Contractor shall collaborate with the Department to determine appropriate services and supports along with developing and submitting reports and invoices that are separate from reports and invoices submitted for SOR grant funds.
4. For the purposes of this Agreement:
  - 4.1. The Department has identified the Contractor as a Subrecipient, in accordance with 2 CFR §200.331.
  - 4.2. The Department has identified this Contract as NON-R&D, in accordance with 2 CFR §200.3327.
  - 4.3. The de minimis Indirect Cost Rate of 10% applies in accordance with 2 CFR §200.414.
5. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as

*[Signature]*  
SWS

9/7/2021



**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**



**EXHIBIT C – Amendment #1**

specified in Appendix E Budget Form (4 Pages in total) through Exhibit C-2 Amendment #1 SOR II Budget.

6. The Contractor shall seek payment for services, as follows:
  - 6.1. First, the Contractor shall charge the client's private insurance or other payor sources.
  - 6.2. Second, the Contractor shall charge Medicare.
  - 6.3. Third, the Contractor shall charge Medicaid enrolled individuals, as follows:
    - 6.3.1. Medicaid Care Management: If enrolled with a Managed Care Organization (MCO), the Contractor shall be paid in accordance with its contract with the MCO.
    - 6.3.2. Medicaid Fee for Service: The Contractor shall bill Medicaid for services on the Fee for Service (FFS) schedule.
  - 6.4. Fourth, the Contractor shall charge the client in accordance with the Sliding Fee Scale Program.
  - 6.5. Lastly, if any portion of the amount specified in the Sliding Fee Scale remains unpaid, charge the Department for the unpaid balance.
7. The Contractor shall submit an invoice and supporting backup documentation in a form satisfactory to the State by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment. Invoices shall be net any other revenue received towards the services billed in fulfillment of this agreement. The Contractor shall ensure:
  - 7.1. Backup documentation includes, but is not limited to:
    - 7.1.1. General Ledger showing revenue and expenses for the contract.
    - 7.1.2. Timesheets and/or time cards that support the hours employees worked for wages reported under this contract.
      - 7.1.2.1. Per 45 CFR Part 75.430(i)(1) Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed.
      - 7.1.2.2. Attestation and time tracking templates, which are available to the Department upon request.
    - 7.1.3. Invoices supporting expenses reported:
      - 7.1.3.1. Unallowable expenses include, but are not limited to:
        - 7.1.3.1.1. Amounts belonging to other programs.
        - 7.1.3.1.2. Amounts prior to effective date of contract.
        - 7.1.3.1.3. Construction or renovation expenses.

DS  
SWS



**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**



**EXHIBIT C – Amendment #1**

- 7.1.3.1.4. Food or water for employees.
- 7.1.3.1.5. Directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana.
- 7.1.3.1.6. Fines, fees, or penalties.
- 7.1.3.1.7. Per SAMSHA requirements, meals are generally unallowable unless they are an integral part of a conference grant or specifically stated as an allowable expense in the FOA. Grant funds may be used for light snacks, not to exceed three dollars (\$3.00) per person for clients.
- 7.1.3.1.8. Cell phones and cell phone minutes for clients.
- 7.1.4. Receipts for expenses within the applicable state fiscal year.
- 7.1.5. Cost center reports.
- 7.1.6. Profit and loss report.
- 7.1.7. Remittance Advices from the insurances billed. Remittance Advices do not need to be supplied with the invoice, but should be retained to be available upon request.
- 7.1.8. Information requested by the Department verifying allocation or offset based on third party revenue received.
- 7.1.9. Summaries of patient services revenue and operating revenue and other financial information as requested by the Department.
- 8. The Contractor is responsible for reviewing, understanding, and complying with further restrictions included in the Funding Opportunity Announcement (FOA).
- 9. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to [DHHS.DBHInvoicesBDAS@dhhs.nh.gov](mailto:DHHS.DBHInvoicesBDAS@dhhs.nh.gov), or invoices may be mailed to:  

SOR Financial Manager  
Department of Health and Human Services  
105 Pleasant Street  
Concord, NH 03301
- 10. The Contractor agrees that billing submitted for review after twenty (20) business days of the last day of the billing month may be subject to non-payment.
- 11. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
- 12. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
- 13. The Contractor must provide the services in Exhibit B – Scope of Services, in compliance with funding requirements.

DS  
SWS



**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**



**EXHIBIT C – Amendment #1**

14. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B – Scope of Services, including failure to submit required monthly and/or quarterly reports.
15. Notwithstanding Paragraph 17 of the General Provisions P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
16. Audits
  - 16.1. The Contractor is required to submit an annual audit to the Department if **any** of the following conditions exist:
    - 16.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
    - 16.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
    - 16.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
  - 16.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
  - 16.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
  - 16.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.
  - 16.5. 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.
17. Maintenance of Fiscal Integrity

OS  
SWS

9/7/2021



**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**



**EXHIBIT C – Amendment #1**

- 17.1. In order to enable the Department to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to the Department monthly, the Balance Sheet, Profit and Loss Statement (total organization and program-level), and Cash Flow Statement for the Contractor. Program-level Profit and Loss Statement shall include all revenue sources and all related expenditures for that program. The program-level Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. Outside of the program-level Profit and Loss Statement and budget to actual analysis, all other statements shall be reflective of the entire Partnership for Successful Living organization and shall be submitted on the same day the reports are submitted to the Board, but no later than the fourth Wednesday of the month. Additionally, the contractor will provide interim profit and loss statements for every program area, reported as of the 20th of the month, by the last day of every month.
- 17.2. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement.
- 17.3. The Contractor shall inform the Department by phone and by email within five business days when any Executive Management, Board Officers, or Program Managers for Department contracts submits a resignation or leaves for any other reason.

DS  
SWS



## Exhibit C-1 Amendment #1 SOR II Budget

**New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

Contractor Name: Concord Hospital - Laconia

Project Title: Access and Delivery Hub for Opioid Use Disorder Services

Budget Period: SFY22 09/30/21-06/30/22

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 148,500.00	\$ 1,800.00	\$ 150,300.00	\$ -	\$ -	\$ -	\$ 148,500.00	\$ 1,800.00	\$ 150,300.00
2. Employee Benefits	\$ 35,840.00	\$ 432.00	\$ 36,072.00	\$ -	\$ -	\$ -	\$ 35,840.00	\$ 432.00	\$ 36,072.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ 9.00	\$ -	\$ 9.00	\$ -	\$ -	\$ -	\$ 9.00	\$ -	\$ 9.00
Purchase/Depreciation	\$ 909.00	\$ -	\$ 909.00	\$ -	\$ -	\$ -	\$ 909.00	\$ -	\$ 909.00
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab (Fentanyl test strips)	\$ 2,700.00	\$ -	\$ 2,700.00	\$ -	\$ -	\$ -	\$ 2,700.00	\$ -	\$ 2,700.00
Pharmacy (Naloxone)	\$ 99,000.00	\$ -	\$ 99,000.00	\$ -	\$ -	\$ -	\$ 99,000.00	\$ -	\$ 99,000.00
Medical	\$ 900.00	\$ -	\$ 900.00	\$ -	\$ -	\$ -	\$ 900.00	\$ -	\$ 900.00
Office	\$ 4,500.00	\$ -	\$ 4,500.00	\$ -	\$ -	\$ -	\$ 4,500.00	\$ -	\$ 4,500.00
6. Travel	\$ 1,800.00	\$ -	\$ 1,800.00	\$ -	\$ -	\$ -	\$ 1,800.00	\$ -	\$ 1,800.00
7. Occupancy	\$ 18,000.00	\$ -	\$ 18,000.00	\$ -	\$ -	\$ -	\$ 18,000.00	\$ -	\$ 18,000.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 1,800.00	\$ -	\$ 1,800.00	\$ -	\$ -	\$ -	\$ 1,800.00	\$ -	\$ 1,800.00
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 360.00	\$ -	\$ 360.00	\$ -	\$ -	\$ -	\$ 360.00	\$ -	\$ 360.00
10. Marketing/Communications	\$ 2,700.00	\$ -	\$ 2,700.00	\$ -	\$ -	\$ -	\$ 2,700.00	\$ -	\$ 2,700.00
11. Staff Education and Training	\$ 9,000.00	\$ -	\$ 9,000.00	\$ -	\$ -	\$ -	\$ 9,000.00	\$ -	\$ 9,000.00
12. Subcontracts/Agreements	\$ 54,000.00	\$ -	\$ 54,000.00	\$ -	\$ -	\$ -	\$ 54,000.00	\$ -	\$ 54,000.00
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Flex Funds - Client Transportation	\$ 90,000.00	\$ -	\$ 90,000.00	\$ -	\$ -	\$ -	\$ 90,000.00	\$ -	\$ 90,000.00
Flex Funds - Client Housing	\$ 66,354.00	\$ -	\$ 66,354.00	\$ -	\$ -	\$ -	\$ 66,354.00	\$ -	\$ 66,354.00
Flex Funds - Contingency Mgmt (Incentives)	\$ 9,000.00	\$ -	\$ 9,000.00	\$ -	\$ -	\$ -	\$ 9,000.00	\$ -	\$ 9,000.00
*Support Clients' Unmet Needs*	\$ 16,665.00	\$ -	\$ 16,665.00	\$ -	\$ -	\$ -	\$ 16,665.00	\$ -	\$ 16,665.00
<b>TOTAL</b>	<b>\$ 561,837.00</b>	<b>\$ 2,232.00</b>	<b>\$ 564,069.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 561,837.00</b>	<b>\$ 2,232.00</b>	<b>\$ 564,069.00</b>

Indirect As A Percent of Direct

0.4%



## Exhibit C-2 Amendment #1 SOR II Budget

**New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

Contractor Name: Concord Hospital, Inc. - Laconia

Project Title: Access and Delivery Hub for Opioid Use Disorder Services

Budget Period: SFY23 07/01/2022-09/29/2022

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 49,500.00	\$ 600.00	\$ 50,100.00	\$ -	\$ -	\$ -	\$ 49,500.00	\$ 600.00	\$ 50,100.00
2. Employee Benefits	\$ 11,880.00	\$ 144.00	\$ 12,024.00	\$ -	\$ -	\$ -	\$ 11,880.00	\$ 144.00	\$ 12,024.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ 3.00	\$ -	\$ 3.00	\$ -	\$ -	\$ -	\$ 3.00	\$ -	\$ 3.00
Purchase/Depreciation	\$ 303.00	\$ -	\$ 303.00	\$ -	\$ -	\$ -	\$ 303.00	\$ -	\$ 303.00
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ 900.00	\$ -	\$ 900.00	\$ -	\$ -	\$ -	\$ 900.00	\$ -	\$ 900.00
Pharmacy	\$ 33,000.00	\$ -	\$ 33,000.00	\$ -	\$ -	\$ -	\$ 33,000.00	\$ -	\$ 33,000.00
Medical	\$ 300.00	\$ -	\$ 300.00	\$ -	\$ -	\$ -	\$ 300.00	\$ -	\$ 300.00
Office	\$ 1,500.00	\$ -	\$ 1,500.00	\$ -	\$ -	\$ -	\$ 1,500.00	\$ -	\$ 1,500.00
6. Travel	\$ 800.00	\$ -	\$ 800.00	\$ -	\$ -	\$ -	\$ 800.00	\$ -	\$ 800.00
7. Occupancy	\$ 6,000.00	\$ -	\$ 6,000.00	\$ -	\$ -	\$ -	\$ 6,000.00	\$ -	\$ 6,000.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 600.00	\$ -	\$ 600.00	\$ -	\$ -	\$ -	\$ 600.00	\$ -	\$ 600.00
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 120.00	\$ -	\$ 120.00	\$ -	\$ -	\$ -	\$ 120.00	\$ -	\$ 120.00
10. Marketing/Communications	\$ 900.00	\$ -	\$ 900.00	\$ -	\$ -	\$ -	\$ 900.00	\$ -	\$ 900.00
11. Staff Education and Training	\$ 3,500.00	\$ -	\$ 3,500.00	\$ -	\$ -	\$ -	\$ 3,500.00	\$ -	\$ 3,500.00
12. Subcontracts/Agreements	\$ 18,000.00	\$ -	\$ 18,000.00	\$ -	\$ -	\$ -	\$ 18,000.00	\$ -	\$ 18,000.00
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Flex Funds - Client Transportation	\$ 30,000.00	\$ -	\$ 30,000.00	\$ -	\$ -	\$ -	\$ 30,000.00	\$ -	\$ 30,000.00
Flex Funds - Client Housing	\$ 22,118.00	\$ -	\$ 22,118.00	\$ -	\$ -	\$ -	\$ 22,118.00	\$ -	\$ 22,118.00
Flex Funds - Contingency Mgmt (incentives)	\$ 2,500.00	\$ -	\$ 2,500.00	\$ -	\$ -	\$ -	\$ 2,500.00	\$ -	\$ 2,500.00
<b>TOTAL</b>	<b>\$ 181,724.00</b>	<b>\$ 744.00</b>	<b>\$ 182,468.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 181,724.00</b>	<b>\$ 744.00</b>	<b>\$ 182,468.00</b>

Indirect As A Percent of Direct

0.4%



# State of New Hampshire

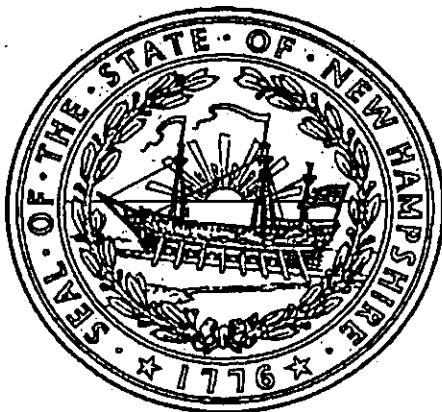
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CONCORD HOSPITAL - LACONIA is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 18, 2020. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 842949

Certificate Number: 0005342938



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 7th day of April A.D. 2021.

A handwritten signature in black ink, appearing to read "Wm Gardner".

William M. Gardner  
Secretary of State



### CERTIFICATE OF AUTHORITY

I, Robert P. Steigmeyer, President & CEO hereby certify that:

1. I am duly elected Officer of Concord Hospital-Laonia
2. The following is a true copy of a vote taken at a meeting of the Board of Trustees, duly called and held on April 13, 2021, at which a quorum of the Trustees were present and voting.

**VOTED:** That Scott Sloane, Treasurer is duly authorized on behalf of Concord Hospital-Laonia to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions or modifications thereto, which may in his/her judgement be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority remains valid for thirty (30) days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the positions(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 4/9/2021



Signature of Elected Officer  
Name: Robert P. Steigmeyer  
Title: President & CEO



**CERTIFICATE**

I, William Chapman, Secretary of Concord Hospital, Inc. do hereby certify:

- 1) I maintain and have custody of and am familiar with the seal and minute books of the corporation;
- 2) I am authorized to issue certificates with respect to the contents of such books and to affix such seal to such certificates;
- 3) The following is a true and complete copy of the resolution adopted by the board of trustees of the corporation at a meeting of that board on March 21, 2005 which meeting was held in accordance with the law of the state of incorporation and the bylaws of the corporation:

*The motion was made, seconded and the Board unanimously voted that the powers and duties of the President shall include the execution of all contracts and other legal documents on behalf of the corporation, unless some other person is specifically so designated by the Board, by law, or pursuant to the administrative policy addressing contract and expenditure approval levels.*

- 4) the foregoing resolution is in full force and effect, unamended, as of the date hereof; and
- 5) the following persons lawfully occupy the offices indicated below:

Robert P. Steigmeyer, President  
Scott W. Sloane, Chief Financial Officer

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Corporation this 20<sup>th</sup> day of August, 2021.

William Chapman  
Secretary





# State of New Hampshire

## Department of Labor

Ken Merrifield  
Commissioner of Labor

Rudolph Ogden, III  
Deputy Labor  
Commissioner

Hugh J. Gallen  
State Office Park  
Spaulding Building  
95 Pleasant Street  
Concord, NH 03301  
603/271-3176  
TDD Access: Relay NH  
1-800-735-2964  
FAX: 603/271-6149  
<http://www.nh.gov/labor>

April 29, 2021

Dick Ford  
Capital Region Health Care Self-insured Group  
250 Pleasant Street  
Concord, NH 03301

Re: Request to add Concord Hospital – Laconia (FEIN 85-1443782)

Dear Mr. Ford

The New Hampshire Department of Labor is in receipt of the request to add Concord Hospital – Laconia to the Capital Region Health Care Self-insured Group. The required document to add this entity was received by the Department of Labor on April 29, 2021.

The request and supporting documentation has been reviewed. Please be advised that the request to add Concord Hospital – Laconia to Capital Region Health Care Self-insured Group is APPROVED, with a coverage effective date of May 01, 2021.

Thank you for your time and attention.

Caroline C. Kelly  
Assistant Director, Workers Compensation Division  
New Hampshire Department of Labor

cc: Robert Romano





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/30/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> MARSH USA, INC. 99 HIGH STREET BOSTON, MA 02110 Attn: Boston.certrequest@Marsh.com  CN107277064-CHS-gener-21-22	<b>CONTACT NAME:</b> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">PHONE (A/C, No, Ext):</td> <td style="width: 50%;">FAX (A/C, No):</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS:</td> </tr> </table>	PHONE (A/C, No, Ext):	FAX (A/C, No):	E-MAIL ADDRESS:											
PHONE (A/C, No, Ext):	FAX (A/C, No):														
E-MAIL ADDRESS:															
<b>INSURED</b> CAPITAL REGION HEALTHCARE CORPORATION & CONCORD HOSPITAL, INC. ATTN: KATHY LAMONTAGNE, ADMINISTRATION 250 PLEASANT STREET CONCORD, NH 03301	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Granite Shield Insurance Exchange</td> <td></td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Granite Shield Insurance Exchange		INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Granite Shield Insurance Exchange															
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

**COVERAGES**      **CERTIFICATE NUMBER:** NYC-010660600-04      **REVISION NUMBER:** 3

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GSIE-PRIM-2021-101	01/01/2021	01/01/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 12,000,000 PRODUCTS - COMP/OP AGG \$ OTHER: \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER: \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ OTHER: \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			GSIE-PRIM-2021-101	01/01/2021	01/01/2022	SEE ABOVE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Evidence of coverage for Concord Regional Visiting Nurse Association (CRVNA)

GENERAL LIABILITY AND PROFESSIONAL LIABILITY SHARE A COMBINED LIMIT OF 2,000,000/12,000,000. HOSPITAL PROFESSIONAL LIABILITY RETRO ACTIVE DATE 1/1/2005 EACH OCCURRENCE AND AGGREGATE LIMITS ARE SHARED AMONGST THE GRANITE SHIELD EXCHANGE HOSPITALS.

## CERTIFICATE HOLDER

State of New Hampshire  
 Dept. of Health & Human Services  
 129 Pleasant Street  
 Concord, NH 03301

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  
 of Marsh USA Inc.

Elizabeth Stapleton

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CAPIREG-01

AZIDOW

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/8/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 1780862  
HUB International New England  
275 US Route 1  
Cumberland Foreside, ME 04110

CONTACT NAME:  
PHONE (AC, No, Ext): (207) 829-3450 FAX (AC, No): (207) 829-6350  
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Hanover Insurance Company 22292

INSURER B: Safety National Casualty Corporation 15105

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

Capital Region Healthcare Corporation  
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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COM/PROP AGG \$
	OTHER:						\$
A	AUTOMOBILE LIABILITY			AWPH38382700	10/1/2020	10/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
B	Excess Worker's Comp			SP4063844	10/1/2020	10/1/2021	E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

NH Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF INSURANCE

Name of Self-Insured Employer: CAPITAL REGION HEALTH CARE CORPORATION (SEE ATTACHED)

Current Mailing Address: 250 PLEASANT ST., CONCORD, NH 03301

Policy Number: SP 4063844

Effective Date of Certificate: October 01, 2020

Length of Term of Policy: 1(One) year

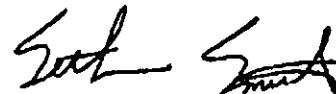
Insured's Retention: \$ 500,000 Specific Excess Self-Insured Retention Per Occurrence  
\$ 150,000 Annual Aggregate Deductible  
Specific Excess Limit: Statutory  
Employers' Liability Limit: \$ 1,000,000 Per Occurrence and Aggregate

Aggregate Per Policy Term Amount: N/A

Business Name of Insurance Company:

SAFETY NATIONAL CASUALTY CORPORATION  
Insurance Company

Authorized Representative:



SETH A. SMITH  
For Insurance Company Representative

Title of Authorized Representative:

EXECUTIVE VICE PRESIDENT UNDERWRITING  
Title of Representative

AMENDED  
Date: 04/29/2021



INSURED ADDED  
CONCORD HOSPITAL - LACONIA

EFFECTIVE  
DATE  
05/01/2021



NEW HAMPSHIRE AMENDATORY ENDORSEMENT

In consideration of the payment of premium and adherence by both parties to the terms of this Agreement, it is hereby understood and agreed as follows:

This policy is changed to provide:

No. 1

This policy insures payment of Workmen's Compensation, within the financial limits established by its provisions, pursuant to Revised Statutes Annotated, Chapter 281, as amended.

No. 2

In the event the Insured has failed to fulfill all his obligations under the Workmen's Compensation Law, the Insurer shall, at the direction of the Commission of Labor, deposit any money to be received by the Insured under the provisions of this policy in such bank as said Commissioner may determine, such money to be held in trust for the payment of any liabilities incurred by the Insured pursuant to Chapter 281, as amended.

No. 3

Any money to be paid to the Insured by the Insurer under the provisions of this policy or any money directed by the Commissioner of Labor to be deposited in a bank to be held in trust shall not be assignable, attachable or be liable in any way for the debt of the Insured unless incurred under Chapter 281 of the Workmen's Compensation Law, except in the event of the Insured's bankruptcy and the U.S. Bankruptcy court assumes jurisdiction over this policy.

No. 4

If either party to this policy desires to cancel said policy, such cancellation shall become effective for a period of 45 days (30 days if cancellation is for non-payment of premium) from date of filing of notice with the Department of Labor, State of New Hampshire, 95 Pleasant Street, State Office Park South, Concord, New Hampshire 03301.

All other terms, conditions, agreements and stipulations remain unchanged.

Attached to and forming a part of Excess Workers' Compensation and Employers' Liability Insurance Agreement No. SP 4063844, issued by SAFETY NATIONAL CASUALTY CORPORATION of St. Louis, Missouri to CAPITAL REGION HEALTH CARE CORPORATION, ET AL, dated October 01, 2020.

SAFETY NATIONAL CASUALTY CORPORATION



Secretary



President



1015 00 1209 (XWC)

ENDORSEMENT # 001

GENERAL CHANGE ENDORSEMENT - SPECIFIC EXCESS

Effective 12:01 A.M., Local Time, May 01, 2021

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Item 1 – Employer Address              | <input type="checkbox"/> Item 8(a) – Maximum Limit of Indemnity Per Occurrence      |
| <input type="checkbox"/> Item 2 – States                                   | <input type="checkbox"/> Item 8(b) – E.L. Maximum Limit of Indemnity Per Occurrence |
| <input type="checkbox"/> Item 3 – Effective Date                           | <input type="checkbox"/> Item 9 – Premium Rate                                      |
| <input type="checkbox"/> Item 4 – Anniversary Date                         | <input type="checkbox"/> Item 10 – Minimum Premium for the Liability Period         |
| <input type="checkbox"/> Item 5 – Service Company                          | <input type="checkbox"/> Item 11 – Deposit Premium for the Payroll Reporting Period |
| <input type="checkbox"/> Item 6 – Manual Premium/Exp. Mod/Standard Premium | <input type="checkbox"/> Item 12 – Payroll Reporting Period                         |
| <input type="checkbox"/> Item 7 – Self-Insured Retention Per Occurrence    | <input checked="" type="checkbox"/> Item 13 – Endorsements                          |

Is amended to include:

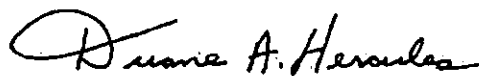
Endorsements: 0215, EMPLOYER CHANGE

All other terms, conditions, agreements and stipulations remain unchanged.

Attached to and forming a part of Excess Workers' Compensation and Employers' Liability Insurance Agreement No. SP 4063844, issued by SAFETY NATIONAL CASUALTY CORPORATION of St. Louis, Missouri to CAPITAL REGION HEALTH CARE CORPORATION, ET AL, dated October 01, 2020.

SAFETY NATIONAL CASUALTY CORPORATION

  
Secretary

  
President

Countersigned this      day of

By: \_\_\_\_\_ N/A



0215 01 1098 (XWC)

ENDORSEMENT  
EMPLOYER CHANGE

In consideration of the payment of premium and adherence by both parties to the terms of this Agreement, it is hereby understood and agreed that Item 1 of the Declarations, EMPLOYER, shall be amended by either adding, or deleting, insured Employers on the Effective Date(s) as listed below.

DECLARATIONS:

Item 1. EMPLOYER:

INSURED ADDED  
CONCORD HOSPITAL - LACONIA

EFFECTIVE  
DATE  
05/01/2021

and, further, provided that stipulations by and notices, billings, and payments to or by any EMPLOYER shall be binding upon all other EMPLOYERS named herein; providing further, that the inclusion herein of more than one EMPLOYER shall not operate to increase or multiply the Maximum Limit(s) of Indemnity.

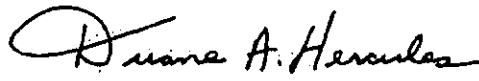
All other terms, conditions, agreements and stipulations remain unchanged.

Attached to and forming a part of Excess Workers' Compensation and Employers' Liability Insurance Agreement No. SP 4063844, issued by SAFETY NATIONAL CASUALTY CORPORATION of St. Louis, Missouri to CAPITAL REGION HEALTH CARE CORPORATION, ET AL, dated October 01, 2020.

SAFETY NATIONAL CASUALTY CORPORATION



Secretary



President

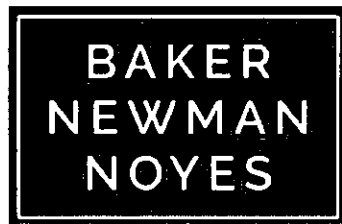


# Concord Hospital Mission Statement

Concord Hospital is a charitable organization  
which exists to meet the health needs of individuals  
within the communities it serves.

It is the established policy of Concord Hospital to provide services on the sole basis of the medical necessity of such services as determined by the medical staff without reference to race, color, ethnicity, national origin, sexual orientation, marital status, religion, age, gender, disability, or inability to pay for such services.





# **Concord Hospital, Inc. and Subsidiaries**

## **Audited Consolidated Financial Statements**

*Years Ended September 30, 2020 and 2019  
With Independent Auditors' Report*



**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**

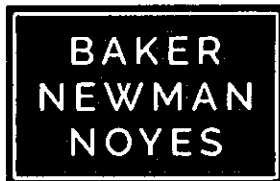
Audited Consolidated Financial Statements

Years Ended September 30, 2020 and 2019

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Independent Auditors' Report	1
Audited Consolidated Financial Statements:	
Consolidated Balance Sheets	2
Consolidated Statements of Operations	4
Consolidated Statements of Changes in Net Assets	5
Consolidated Statements of Cash Flows	6
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Baker Newman & Noyes LLC  
MAINE | MASSACHUSETTS | NEW HAMPSHIRE  
800.244.7444 | www.bnn CPA.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, 2020 and 2019, 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, 2020 and 2019, and the results of its operations, changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

*Baker Newman & Noyes LLC*

Manchester, New Hampshire  
December 11, 2020



**CONCORD HOSPITAL, INC. AND SUBSIDIARIES****CONSOLIDATED BALANCE SHEETS**

September 30, 2020 and 2019

**ASSETS**  
(In thousands)

	<u>2020</u>	<u>2019</u>
Current assets:		
Cash and cash equivalents	\$ 29,342	\$ 6,404
Short-term investments	73,907	23,228
Accounts receivable	66,175	68,614
Due from affiliates	90	492
Supplies	2,871	2,396
Prepaid expenses and other current assets	<u>6,923</u>	<u>6,662</u>
Total current assets	179,308	107,796
Assets whose use is limited or restricted:		
Board designated	296,887	284,668
Funds held by trustee for workers' compensation reserves, self-insurance escrows and construction funds	18,000	38,141
Donor-restricted funds and restricted grants	<u>39,462</u>	<u>39,656</u>
Total assets whose use is limited or restricted	354,349	362,465
Other noncurrent assets:		
Due from affiliates, net of current portion	654	708
Other assets	<u>13,567</u>	<u>18,340</u>
Total other noncurrent assets	14,221	19,048
Property and equipment:		
Land and land improvements	6,332	6,338
Buildings	239,545	194,301
Equipment	255,660	244,834
Construction in progress	<u>12,075</u>	<u>38,734</u>
	513,612	484,207
Less accumulated depreciation	<u>(309,639)</u>	<u>(302,519)</u>
Net property and equipment	<u>203,973</u>	<u>181,688</u>
	<u>\$ 751,851</u>	<u>\$ 670,997</u>



LIABILITIES AND NET ASSETS

(In thousands)

	<u>2020</u>	<u>2019</u>
Current liabilities:		
Accounts payable and accrued expenses	\$ 34,569	\$ 34,354
Accrued compensation and related expenses	30,543	28,174
Accrual for estimated third-party payor settlements	48,392	34,569
Current portion of long-term debt	<u>5,186</u>	<u>7,385</u>
Total current liabilities	118,690	104,482
Long-term debt, net of current portion	116,555	120,713
Accrued pension and other long-term liabilities	<u>146,652</u>	<u>74,718</u>
Total liabilities	381,897	299,913
Net assets:		
Without donor restrictions	331,060	333,022
With donor restrictions	<u>38,894</u>	<u>38,062</u>
Total net assets	369,954	371,084
	<u>\$ 751,851</u>	<u>\$ 670,997</u>

See accompanying notes.



**CONCORD HOSPITAL, INC. AND SUBSIDIARIES****CONSOLIDATED STATEMENTS OF OPERATIONS**

Years Ended September 30, 2020 and 2019

(In thousands)

	<u>2020</u>	<u>2019</u>
Revenue and other support without donor restrictions:		
Patient service revenue	\$455,512	\$486,272
Other revenue	48,612	21,887
Disproportionate share revenue	18,202	19,215
Net assets released from restrictions for operations	<u>1,983</u>	<u>1,453</u>
Total revenue and other support without donor restrictions	524,309	528,827
Operating expenses:		
Salaries and wages	245,681	250,359
Employee benefits	68,329	61,887
Supplies and other	109,783	106,095
Purchased services	34,943	32,865
Professional fees	7,722	7,681
Depreciation and amortization	24,355	26,150
Medicaid enhancement tax	22,572	22,442
Interest expense	<u>2,595</u>	<u>4,729</u>
Total operating expenses	<u>515,980</u>	<u>512,208</u>
Income from operations	8,329	16,619
Nonoperating income (loss):		
Gifts and bequests without donor restrictions	411	304
Investment income (loss) and other	10,056	(4,906)
Loss on extinguishment of long-term debt	(1,231)	-
Net periodic benefits cost, other than service cost	<u>(2,931)</u>	<u>(2,626)</u>
Total nonoperating income (loss)	<u>6,305</u>	<u>(7,228)</u>
Excess of revenues and nonoperating income (loss) over expenses	<u>\$ 14,634</u>	<u>\$ 9,391</u>

See accompanying notes.



**CONCORD HOSPITAL, INC. AND SUBSIDIARIES****CONSOLIDATED STATEMENTS OF CHANGES IN NET ASSETS**

Years Ended September 30, 2020 and 2019

(In thousands)

	<u>2020</u>	<u>2019</u>
Net assets without donor restrictions:		
Excess of revenues and nonoperating income (loss) over expenses	\$ 14,634	\$ 9,391
Net unrealized gains on investments	—	4,979
Net transfers from affiliates	(145)	388
Net assets released from restrictions used for purchases of property and equipment	61	188
Pension adjustment	<u>(16,512)</u>	<u>(49,984)</u>
Decrease in net assets without donor restrictions	(1,962)	(35,038)
Net assets with donor restrictions:		
Contributions and pledges with donor restrictions	2,079	1,912
Net investment gain (loss)	945	(103)
Contributions to affiliates and other community organizations	(210)	(186)
Unrealized gains (losses) on trusts administered by others	62	(147)
Net assets released from restrictions for operations	(1,983)	(1,453)
Net assets released from restrictions used for purchases of property and equipment	<u>(61)</u>	<u>(188)</u>
Increase (decrease) in net assets with donor restrictions	<u>832</u>	<u>(165)</u>
Decrease in net assets	(1,130)	(35,203)
Net assets, beginning of year	<u>371,084</u>	<u>406,287</u>
Net assets, end of year	<u>\$369,954</u>	<u>\$371,084</u>

See accompanying notes.



**CONCORD HOSPITAL, INC. AND SUBSIDIARIES****CONSOLIDATED STATEMENTS OF CASH FLOWS**

Years Ended September 30, 2020 and 2019  
(In thousands)

	<u>2020</u>	<u>2019</u>
Cash flows from operating activities:		
Decrease in net assets	\$ (1,130)	\$ (35,203)
Adjustments to reconcile decrease in net assets to net cash provided by operating activities:		
Contributions and pledges with donor restrictions	(2,079)	(1,912)
Depreciation and amortization	24,355	26,150
Net realized and unrealized (gains) losses on investments	(7,469)	5,483
Bond premium and issuance cost amortization	(356)	(368)
Equity in earnings of affiliates, net	(4,865)	(7,345)
Loss on disposal of property and equipment	33	35
Loss on extinguishment of long-term debt	1,231	-
Pension adjustment	16,512	49,984
Changes in operating assets and liabilities:		
Accounts receivable	2,439	1,647
Supplies, prepaid expenses and other current assets	(736)	(1,717)
Other assets	5,758	(4,087)
Due from affiliates	456	227
Accounts payable and accrued expenses	6,228	(8,826)
Accrued compensation and related expenses	2,369	1,528
Accrual for estimated third-party payor settlements	13,823	(809)
Accrued pension and other long-term liabilities	<u>55,422</u>	<u>(23,568)</u>
Net cash provided by operating activities	111,991	1,219
Cash flows from investing activities:		
Increase in property and equipment, net	(53,596)	(31,698)
Purchases of investments	(132,901)	(43,333)
Proceeds from sales of investments	95,541	76,304
Equity distributions from affiliates	<u>3,813</u>	<u>6,309</u>
Net cash (used) provided by investing activities	(87,143)	7,582
Cash flows from financing activities:		
Payments on long-term debt	(52,800)	(9,058)
Proceeds from issuance of long-term debt	49,102	-
Bond issuance costs	(256)	-
Contributions and pledges with donor restrictions	<u>2,044</u>	<u>1,970</u>
Net cash used by financing activities	<u>(1,910)</u>	<u>(7,088)</u>
Net increase in cash and cash equivalents	22,938	1,713
Cash and cash equivalents at beginning of year	<u>6,404</u>	<u>4,691</u>
Cash and cash equivalents at end of year	<u>\$ 29,342</u>	<u>\$ 6,404</u>

## Supplemental disclosure:

At September 30, 2019, amounts totaling \$6,990 related to the purchase of property and equipment were included in accounts payable and accrued expenses.

See accompanying notes.



## CONCORD HOSPITAL, INC. AND SUBSIDIARIES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2020 and 2019  
(In thousands)

#### 1. Description of Organization and Summary of Significant Accounting Policies

##### Organization

Concord Hospital, Inc., (the Hospital) located in Concord, New Hampshire, is a not-for-profit acute care hospital. The Hospital provides inpatient, outpatient, emergency care and physician services for residents within its geographic region. Admitting physicians are primarily practitioners in the local area. The Hospital is controlled by Capital Region Health Care Corporation (CRHC).

In 1985, the then Concord Hospital underwent a corporate reorganization in which it was renamed and became CRHC. At the same time, the Hospital was formed as a new entity. All assets and liabilities of the former hospital, now CRHC, with the exception of its endowments and restricted funds, were conveyed to the new entity. The endowments were held by CRHC for the benefit of the Hospital, which is the true party in interest. Effective October 1, 1999, CRHC transferred these funds to the Hospital.

In March 2009, the Hospital created The Concord Hospital Trust (the Trust), a separately incorporated, not-for-profit organization to serve as the Hospital's philanthropic arm. In establishing the Trust, the Hospital transferred philanthropic funds with donor restrictions, including board designated funds, endowments, indigent care funds and specific purpose funds, to the newly formed organization together with the stewardship responsibility to direct monies available to support the Hospital's charitable mission and reflect the specific intentions of the donors who made these gifts. Concord Hospital and the Trust constitute the Obligated Group at September 30, 2020 and 2019 to certain debt described in Note 6.

Subsidiaries of the Hospital include:

Capital Region Health Care Development Corporation (CRHCDC) is a not-for-profit real estate corporation that owns and operates medical office buildings and other properties.

Capital Region Health Ventures Corporation (CRHVC) is a not-for-profit corporation that engages in health care delivery partnerships and joint ventures. It operates ambulatory surgery and diagnostic facilities independently and in cooperation with other entities.

NH Cares ACO, LLC (NHC) is a single member limited liability company that engages in providing medical services to Medicare beneficiaries as an accountable care organization. NHC has a perpetual life and is subject to termination in certain events.

The Hospital, its subsidiaries and the Trust are collectively referred to as the System. The consolidated financial statements include the accounts of the Hospital, the Trust, CRHCDC, CRHVC and NHC. All significant intercompany balances and transactions have been eliminated in consolidation.

##### Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.



**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

September 30, 2020 and 2019  
(In thousands)

**1. Description of Organization and Summary of Significant Accounting Policies (Continued)**

**Concentration of Credit Risk**

Financial instruments which subject the Hospital to credit risk consist primarily of cash equivalents, accounts receivable and investments. The risk with respect to cash equivalents is minimized by the Hospital's policy of investing in financial instruments with short-term maturities issued by highly rated financial institutions. The Hospital's accounts receivable are primarily due from third-party payors and amounts are presented net of expected explicit and implicit price concessions, including estimated implicit price concessions from uninsured patients. The Hospital's investment portfolio consists of diversified investments, which are subject to market risk. The Hospital's investment in one fund, the Vanguard Institutional Index Fund, exceeded 10% of total Hospital investments as of September 30, 2020 and 2019.

**Cash and Cash Equivalents**

Cash and cash equivalents include money market funds with original maturities of three months or less, excluding assets whose use is limited or restricted.

The Hospital maintains its cash in bank deposit accounts which, at times, may exceed federally insured limits. The Hospital has not experienced any losses on such accounts.

**Supplies**

Supplies are carried at the lower of cost, determined on a weighted-average method, or net realizable value.

**Assets Whose Use is Limited or Restricted**

Assets whose use is limited or restricted include assets held by trustees for workers' compensation reserves, self-insurance escrows, construction funds, designated assets set aside by the Board of Trustees (over which the Board retains control and may, at its discretion, subsequently use for other purposes), and donor-restricted investments.

**Investments and Investment Income**

Investments are carried at fair value in the accompanying consolidated balance sheets. For 2020, investment income (including realized gains and losses on investments, interest and dividends) and the net change in unrealized gains and losses on investments are included in the excess of revenues and nonoperating income over expenses in the accompanying consolidated statements of operations, unless the income or loss is restricted by donor or law. The change in net unrealized gains and losses on investments in 2019 (prior to the effective date of Accounting Standards Update (ASU) 2016-01 as discussed within the "Recent Accounting Pronouncements" section of Note 1) is reported as a separate component of the change in net assets without donor restrictions, except declines that are determined by management to be other than temporary, which are reported as an impairment charge (included in the excess of revenues and nonoperating income over expenses). No such losses were recorded in 2019.



**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

September 30, 2020 and 2019  
(In thousands)

**1. Description of Organization and Summary of Significant Accounting Policies (Continued)**

**Beneficial Interest in Perpetual Trusts**

The System has an irrevocable right to receive income earned on certain trust assets established for its benefit. Distributions received by the System are without donor restrictions. The System's interest in the fair value of the trust assets is included in assets whose use is limited or restricted and as net assets with donor restrictions. Changes in the fair value of beneficial trust assets are reported as increases or decreases to net assets with donor restrictions.

**Investment Policies**

The System's investment policies provide guidance for the prudent and skillful management of invested assets with the objective of preserving capital and maximizing returns. The invested assets include endowment, specific purpose and board designated funds.

Endowment funds are identified as perpetual in nature, intended to provide support for current or future operations and other purposes identified by the donor. These funds are managed with disciplined longer-term investment objectives and strategies designed to accommodate relevant, reasonable, or probable events.

Specific purpose funds are temporary in nature, restricted as to time or purpose as identified by the donor or grantor. These funds have various intermediate/long-term time horizons associated with specific identified spending objectives.

Board designated funds have various intermediate/long-term time horizons associated with specific spending objectives as determined by the Board of Trustees.

Management of these assets is designed to increase, with minimum risk, the inflation adjusted principal and income of the endowment funds over the long term. The System targets a diversified asset allocation that places emphasis on achieving its long-term return objectives within prudent risk constraints.

**Spending Policy for Appropriation of Assets for Expenditure**

In accordance with the *Uniform Prudent Management of Institutional Funds Act* (UPMIFA), the System considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds: (a) the duration and preservation of the fund; (b) the purpose of the organization and the donor-restricted endowment fund; (c) general economic conditions; (d) the possible effect of inflation and deflation; (e) the expected total return from income and the appreciation of investments; (f) other resources of the organization; and (g) the investment policies of the organization.

Spending policies may be adopted by the System, from time to time, to provide a stream of funding for the support of key programs. The spending policies are structured in a manner to ensure that the purchasing power of the assets is maintained while providing the desired level of annual funding to the programs. The System has a current spending policy on various funds currently equivalent to 5% of twelve-quarter moving average of the funds' total market value.



**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

September 30, 2020 and 2019  
(In thousands)

**1. Description of Organization and Summary of Significant Accounting Policies (Continued)**

**Accounts Receivable**

For accounts receivable resulting from revenue recognized prior to October 1, 2019, an allowance for doubtful accounts was established to reduce the carrying value of such receivables to their estimated net realizable value. Generally, this allowance was estimated based on the aging of accounts receivable, historical collection experience and other factors. Under the provisions of Financial Accounting Standards Board (FASB) ASU No. 2014-09, *Revenue from Contracts with Customers*, which the System adopted effective October 1, 2019 using the full retrospective method, when an unconditional right to payment exists, subject only to the passage of time, the right is treated as a receivable. Patient accounts receivable for which the unconditional right to payment exists are receivables if the right to consideration is unconditional and only the passage of time is required before payment of that consideration is due. As a result of the full retrospective method adoption of ASU No. 2014-09, accounts receivable at September 30, 2020 and 2019 reflect the fact that any estimated uncollectible amounts are generally considered implicit price concessions that are a direct reduction to accounts receivable rather than allowance for doubtful accounts. At September 30, 2020 and 2019, estimated implicit price concessions of \$14,072 and \$14,635, respectively, had been recorded as reductions to accounts receivable balances to enable the System to record revenues and accounts receivable at the estimated amounts expected to collected.

**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, 2020 and 2019, depreciation expense was \$24,355 and \$26,150, respectively.

The System has also capitalized certain costs associated with property and equipment not yet in service. Construction in progress includes amounts incurred related to major construction projects, other renovations, and other capital equipment purchased but not yet placed in service. During 2020 and 2019, the Hospital capitalized \$1,953 and \$652, respectively, of interest expense relating to various construction projects.

Gifts of long-lived assets such as land, buildings or equipment are reported as support without donor restrictions, and are excluded from the excess of revenues and nonoperating income over expenses, unless explicit donor stipulations specify how the donated assets must be used. Gifts of long-lived assets with explicit restrictions that specify how the assets are to be used, and gifts of cash or other assets that must be used to acquire long-lived assets, are reported as support with donor restrictions. Absent explicit donor stipulations about how long those long-lived assets must be maintained, expirations of donor restrictions are reported when the donated or acquired long-lived assets are placed in service.



**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

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(In thousands)

**1. Description of Organization and Summary of Significant Accounting Policies (Continued)**

**Federal Grant Revenue and Expenditures**

Revenues and expenses under federal grant programs are recognized as the grant expenditures are incurred.

**Bond Issuance Costs/Original Issue Discount or Premium**

Bond issuance costs incurred to obtain financing for construction and renovation projects and the original issue discount or premium are amortized to interest expense using the straight-line method, which approximates the effective interest method, over the life of the respective bonds. The original issue discount or premium and bond issuance costs are presented as a component of bonds payable.

**Charity Care**

The System provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates (Note 11). Because the System does not pursue collection of amounts determined to qualify as charity care, they are not reported as revenue. The System uses an industry standard approach in calculating the costs associated with providing charity care. Funds received from gifts and grants to subsidize charity services provided for the years ended September 30, 2020 and 2019 were approximately \$206 and \$88, respectively.

**Net Assets With Donor Restrictions**

Gifts are reported as restricted support if they are received with donor stipulations that limit the use of donated assets. Donated investments, supplies and equipment are reported at fair value at the date of receipt. Unconditional promises to give cash and other assets are reported at fair value at the date of receipt of the promise. When a donor restriction expires (when a stipulated time restriction ends or purpose restriction is accomplished), net assets with donor restrictions are reclassified as net assets without donor restrictions and reported in the statement of operations as either net assets released from restrictions for operations (for noncapital related items) or as net assets released from restrictions used for purchases of property and equipment (capital related items). Some net assets with donor restrictions have been restricted by donors to be maintained by the System in perpetuity.

**Patient Service Revenue**

Prior to the adoption of ASU 2014-09 by the System on October 1, 2019, the System recognized patient service revenue as services were rendered and reported revenue at the estimated net realizable amounts from patients, third-party payors and others for services rendered. On the basis of historical experience, a portion of the System's uninsured patients were unable or unwilling to pay for services provided. Thus, the System recorded a provision for doubtful accounts related to uninsured patients in the period the services were provided. The System adopted the new standard effective October 1, 2019, using the full retrospective method and updated its accounting policies related to revenues, as discussed below. The adoption of the new standard did not have an impact on the recognition of revenues for any periods prior to adoption.



**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

September 30, 2020 and 2019  
(In thousands)

**1. Description of Organization and Summary of Significant Accounting Policies (Continued)**

Revenues generally relate to contracts with patients in which the System's performance obligations are to provide health care services to patients. Revenues are recorded during the period obligations to provide health care services are satisfied. Performance obligations for inpatient services are generally satisfied over a period of days. Performance obligations for outpatient services are generally satisfied over a period of less than one day. The contractual relationships with patients, in most cases, also involve a third-party payor (Medicare, Medicaid, managed care health plans and commercial insurance companies, including plans offered through the health insurance exchanges) and the transaction prices for the services provided are dependent upon the terms provided by Medicare and Medicaid or negotiated with managed care health plans and commercial insurance companies, the third-party payors. The payment arrangements with third-party payors for the services provided to related patients typically specify payments at amounts less than standard charges. Medicare generally pays for inpatient and outpatient services at prospectively determined rates based on clinical, diagnostic and other factors. Services provided to patients having Medicaid coverage are generally paid at prospectively determined rates per discharge, per identified service or per covered member. Agreements with commercial insurance carriers, managed care and preferred provider organizations generally provide for payments based upon predetermined rates per diagnosis, per diem rates or discounted fee-for-service rates. Management continually reviews the revenue recognition process to consider and incorporate updates to laws and regulations and the frequent changes in managed care contractual terms resulting from contract renegotiations and renewals.

The collection of outstanding receivables for Medicare, Medicaid, managed care payers, other third-party payors and patients is the System's primary source of cash and is critical to its operating performance. The primary collection risks relate to uninsured patient accounts, including patient accounts for which the primary insurance carrier has paid the amounts covered by the applicable agreement, but patient responsibility amounts (deductibles and copayments) remain outstanding. Implicit price concessions relate primarily to amounts due directly from patients. Estimated implicit price concessions are recorded for all uninsured accounts, regardless of the aging of those accounts. Accounts are written off when all reasonable internal and external collection efforts have been performed. The estimates for implicit price concessions are based upon management's assessment of historical write-offs and expected net collections, business and economic conditions, trends in federal, state and private employer health care coverage and other collection indicators. Management relies on the results of detailed reviews of historical write-offs and collections at facilities that represent a majority of hospital revenues and accounts receivable (the "hindsight analysis") as a primary source of information in estimating the collectability of accounts receivable. Management performs the hindsight analysis regularly, utilizing rolling twelve-months accounts receivable collection and write-off data. Management believes its regular updates to the estimated implicit price concession amounts provides reasonable estimates of revenues and valuations of accounts receivable. These routine, regular changes in estimates have not resulted in material adjustments to the valuations of accounts receivable or period-to-period comparisons of operations.

The System receives payment for other Medicaid outpatient services on a reasonable cost basis which are settled with retroactive adjustments upon completion and audit of related cost finding reports. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in patient service revenues in the year that such amounts become known. For the years ended September 30, 2020 and 2019, patient service revenue in the accompanying consolidated statements of operations increased by approximately \$3,400 and \$5,600, respectively, due to actual settlements and changes in assumptions underlying estimated future third-party settlements.



# CONCORD HOSPITAL, INC. AND SUBSIDIARIES

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2020 and 2019  
(In thousands)

### 1. Description of Organization and Summary of Significant Accounting Policies (Continued)

Revenues from the Medicare and Medicaid programs accounted for approximately 35% and 4% and 34% and 4% of the Hospital's patient service revenue for the years ended September 30, 2020 and 2019, respectively. Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation.

#### Excess of Revenues and Nonoperating Income (Loss) Over Expenses

The System has deemed all activities as ongoing, major or central to the provision of health care services and, accordingly, they are reported as operating revenue and expenses, except for contributions and pledges without donor restrictions, the related philanthropy expenses and investment income which are recorded as nonoperating income.

The consolidated statements of operations also include excess of revenues and nonoperating income (loss) over expenses. Changes in net assets without donor restrictions which are excluded from excess of revenues and nonoperating income over expenses, consistent with industry practice, include the 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). Prior to the adoption of ASU 2016-01 on October 1, 2019, unrealized gains and losses on equity securities other than trading securities or losses considered other than temporary were excluded from the performance indicator. Effective October 1, 2019, unrealized gains and losses on equity securities are recorded within the performance indicator in order to conform to ASU 2016-01.

#### 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.

#### Functional Expense Allocation

The costs of providing program services and other activities have been summarized on a functional basis in Note 10. Accordingly, costs have been allocated among program services and supporting services benefitted.

#### Income Taxes

The Hospital, CRHCDC, CRHVC, and the Trust are not-for-profit corporations as described in Section 501(c)(3) of the Internal Revenue Code, and are exempt from federal income taxes on related income pursuant to Section 501(a) of the Code. NHC is organized as a single member limited liability company and has elected to be treated as a disregarded entity for federal and state income tax reporting purposes. Accordingly, all income or losses and applicable tax credits are reported on the member's income tax returns, with the exception of taxes due to the State of New Hampshire. Management evaluated the System's tax positions and concluded the System has maintained its tax-exempt status, does not have any significant unrelated business income and had taken no uncertain tax positions that require adjustment to or disclosure in the accompanying consolidated financial statements.



**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

September 30, 2020 and 2019  
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**1. Description of Organization and Summary of Significant Accounting Policies (Continued)**

**Advertising Costs**

The System expenses advertising costs as incurred, and such costs totaled approximately \$181 and \$251 for the years ended September 30, 2020 and 2019, respectively.

**Recent Accounting Pronouncements**

In May 2014, the FASB issued ASU 2014-09, *Revenue from Contracts with Customers (Topic 606)*. The ASU supersedes the revenue recognition requirements in Topic 605 (Revenue Recognition) and most industry-specific guidance throughout the Industry Topics of Codification. The core principal of ASU 2014-09 is that an entity should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. The System adopted the new standard effective October 1, 2019, using the full retrospective method. The adoption of the new standard did not have an impact on the recognition of revenues for any periods prior to adoption. The most significant impact of adopting the new standard is the presentation of the consolidated statements of operations, where "patient service revenues" is presented net of estimated implicit price concession revenue deductions. The related presentation of "allowances for doubtful accounts" has also been eliminated from the consolidated balance sheets as a result of the adoption of the new standard.

In January 2016, the FASB issued ASU No. 2016-01, *Financial Instruments – Overall (Subtopic 825-10): Recognition and Measurement of Financial Assets and Financial Liabilities* (ASU 2016-01). ASU 2016-01 requires equity securities to be measured at fair value with changes in fair value recognized through the excess of revenues and nonoperating income (loss) over expenses unless restricted by law or donors. ASU 2016-01 was effective for the System on October 1, 2019 and has been applied on a prospective basis. As a result of adopting ASU 2016-01, unrealized gains and losses on equity securities have been included in investment income (loss) and other in the 2020 consolidated statement of operations. ASU 2016-01 did not impact the accounting for investments in debt securities. As such, unrealized gains and losses on debt securities, if applicable, continue to be excluded from the excess of revenues and nonoperating income (loss) over expenses, and instead are reflected within the change in net assets.

In June 2018, the FASB issued ASU No. 2018-08, *Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made* (ASU 2018-08). Due to diversity in practice, ASU 2018-08 clarifies the definition of an exchange transaction as well as the criteria for evaluating whether contributions are unconditional or conditional. ASU 2018-08 was effective for the System on October 1, 2019 and has been applied retrospectively to all periods presented. The adoption of ASU 2018-08 did not have a material impact on these consolidated financial statements.



**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

September 30, 2020 and 2019  
(In thousands)

**1. Description of Organization and Summary of Significant Accounting Policies (Continued)**

In February 2016, the FASB issued ASU No. 2016-02, *Leases (Topic 842)* (ASU 2016-02). Under ASU 2016-02, at the commencement of a long-term lease, lessees will recognize a liability equivalent to the discounted payments due under the lease agreement, as well as an offsetting right-of-use asset. ASU 2016-02 is effective for the System on October 1, 2022. Lessees (for capital and operating leases) must apply a modified retrospective transition approach for leases existing at, or entered into after, the beginning of the earliest comparative period presented in the financial statements. The modified retrospective approach would not require any transition accounting for leases that expired before the earliest comparative period presented. Lessees may not apply a full retrospective transition approach. The System is currently evaluating the impact of the pending adoption of ASU 2016-02 on the System's consolidated financial statements.

In August 2018, the FASB issued ASU 2018-13, *Fair Value Measurement (Topic 820): Disclosure Framework – Changes to the Disclosure Requirements for Fair Value Measurement* (ASU 2018-13). The amendments in this ASU modify the disclosure requirements for fair value measurements for Level 3 assets and liabilities, and eliminate the requirement to disclose transfers between Levels 1 and 2 of the fair value hierarchy, among other modifications. ASU 2018-13 is effective for the System on October 1, 2020, with early adoption permitted. The System is currently evaluating the impact that ASU 2018-13 will have on its consolidated financial statements.

In September 2020, the FASB issued ASU No. 2020-07, *Not-for-Profit Entities (Topic 958): Presentation and Disclosures by Not-for-Profit Entities for Contributed Nonfinancial Assets*. ASU 2020-07 enhances the presentation of disclosure requirements for contributed nonfinancial assets. ASU 2020-07 requires entities to present contributed nonfinancial assets as a separate line item in the statement of operations and disclose the amount of contributed nonfinancial assets recognized within the statement of operations by category that depicts the type of contributed nonfinancial assets, as well as a description of any donor-imposed restrictions associated with the contributed nonfinancial assets and the valuation techniques used to arrive at a fair value measure at initial recognition. ASU 2020-07 is effective for the System for transactions in which they serve as the resource recipient beginning October 1, 2021, with early adoption permitted. The System is currently evaluating the impact of the pending adoption of ASU 2020-07 on its financial statements.

**Risks and Uncertainties**

On March 11, 2020, the World Health Organization declared the outbreak of coronavirus (COVID-19) a pandemic. Patient volumes and the related revenues for most services were significantly impacted in the last two weeks of March 2020 and continued to be impacted in the third and fourth quarters of fiscal 2020 as various policies were implemented by federal, state and local governments in response to the COVID-19 pandemic that have caused many people to remain at home and forced the closure of or limitations on certain businesses, as well as suspended elective procedures by health care facilities.



**CONCORD HOSPITAL, INC. AND SUBSIDIARIES****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

September 30, 2020 and 2019

(In thousands)

**1. Description of Organization and Summary of Significant Accounting Policies (Continued)**

While some of these restrictions have been eased across the U.S. and the State of New Hampshire has lifted limitations on nonemergent procedures, some restrictions remain in place. While consolidated patient volumes and revenues experienced gradual improvement beginning in the latter part of April and continuing through the end of the fourth fiscal quarter, uncertainty still exists as the future is unpredictable. The System's pandemic response plan has multiple facets and continues to evolve as the pandemic unfolds. The System has taken precautionary steps to enhance its operational and financial flexibility, and react to the risks the COVID-19 pandemic presents in its operations, including the following:

- Implemented certain cost reduction initiatives;
- Increased the availability on its revolving line of credit from \$10,000 to \$40,000;
- Elected to defer payments on employer payroll tax incurred through December 31, 2020 as provided for under the Coronavirus Aid, Relief, and Economic Security ("CARES") Act;
- Since the declaration of the pandemic, the System received \$57,885 of accelerated Medicare payments (Note 5) and \$29,468 in general and targeted Provider Relief Fund distributions, both as provided for under the CARES Act.

The System believes the extent of the COVID-19 pandemic's adverse impact on operating results and financial condition has been and will continue to be driven by many factors, most of which are beyond control and ability to forecast. Such factors include, but are not limited to, the scope and duration of stay-at-home practices and business closures and restrictions, government-imposed or recommended suspensions of elective procedures, continued declines in patient volumes for an indeterminable length of time, increases in the number of uninsured and underinsured patients as a result of higher sustained rates of unemployment, incremental expenses required for supplies and personal protective equipment, and changes in professional and general liability exposure. Because of these and other uncertainties, the System cannot estimate the length or severity of the impact of the pandemic on its operations. Decreases in cash flows and results of operations may have an impact on the inputs and assumptions used in significant accounting estimates, including estimated implicit price concessions related to uninsured patient accounts, and professional and general liability reserves.

During the third quarter of fiscal 2020, the System was awarded \$9,539 from the \$50 billion general distribution fund and \$19,929 of targeted distributions from the CARES Act Provider Relief Fund. These distributions from the Provider Relief Fund are not subject to repayment, provided the System is able to attest to and comply with the terms and conditions of the funding, including demonstrating that the distributions received have been used for healthcare-related expenses or lost revenue attributable to COVID-19. Such payments are accounted for as government grants, and are recognized on a systematic and rational basis as other income once there is reasonable assurance that the applicable terms and conditions required to retain the funds will be met. Based on an analysis of the compliance and reporting requirements of the Provider Relief Fund and the impact of the pandemic on operating results through September 30, 2020, the System recognized \$29,468 related to these general distribution funds, and these payments are recorded within other revenue in the consolidated statements of operations for the year ended September 30, 2020.



## CONCORD HOSPITAL, INC. AND SUBSIDIARIES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2020 and 2019  
(In thousands)

#### 1. Description of Organization and Summary of Significant Accounting Policies (Continued)

The CARES Act also provides for a deferral of payments of the employer portion of payroll tax incurred during the pandemic, allowing half of such payroll taxes to be deferred until December 2021 and the remaining half until December 2022. At September 30, 2020, the System had deferred \$6,051 of payroll taxes recorded within accrued pension and other long-term liabilities in the accompanying consolidated balance sheet.

The System will continue to monitor compliance with the terms and conditions of the Provider Relief Fund and other potential assistance programs and available grants, and the impact of the pandemic on revenues and expenses. If the System is unable to attest to or comply with current or future terms and conditions, the System's ability to retain some or all of the distributions received may be impacted.

#### Subsequent Events

Management of the System evaluated events occurring between the end of the System's fiscal year and December 11, 2020, the date the consolidated financial statements were available to be issued.

On October 19, 2020, the Hospital entered into a proposed asset purchase agreement (the Agreement) with LRGHealthcare (the Seller) to acquire certain assets of Lakes Region General Hospital in Laconia, New Hampshire, and Franklin Regional Hospital in Franklin, New Hampshire. Upon execution of the Agreement, the Seller filed a voluntary case under Chapter 11 of the United States bankruptcy code. As a result, the Agreement is subject to bankruptcy proceedings, including a formal bid process and auction as well as subsequent regulatory approvals should the Hospital's bid be accepted. The outcome of these events is unknown as of the date of these consolidated financial statements, and therefore no amounts have been reflected within these consolidated financial statements related to the above.

#### 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, 2020 and 2019, transfers made to CRHC were \$(457) and \$(214), respectively, and transfers received from Capital Region Health Services Corporation (CRHSC) were \$312 and \$602, 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.



**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

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**2. Transactions With Affiliates (Continued)**

Amounts due the System, primarily from joint ventures, totaled \$744 and \$1,200 at September 30, 2020 and 2019, 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 (\$654 and \$708 at September 30, 2020 and 2019, respectively) with principal and interest (6.75% at September 30, 2020) payments due monthly. Interest income amounted to \$46 and \$50 for the years ended September 30, 2020 and 2019, respectively.

Contributions to affiliates and other community organizations from net assets with donor restrictions were \$210 and \$186 in 2020 and 2019, respectively.

**3. Investments and Assets Whose Use is Limited or Restricted**

Short-term investments totaling \$73,907 and \$23,228 at September 30, 2020 and 2019, respectively, are comprised primarily of cash and cash equivalents. Assets whose use is limited or restricted are carried at fair value and consist of the following at September 30:

	<u>2020</u>	<u>2019</u>
Board designated funds:		
Cash and cash equivalents	\$ 961	\$ 7,762
Fixed income securities	25,457	23,592
Marketable equity and other securities	258,108	242,088
Inflation-protected securities	<u>12,361</u>	<u>11,226</u>
	296,887	284,668
Held by trustee for workers' compensation reserves:		
Fixed income securities	2,974	3,140
Self-insurance escrows and construction funds:		
Cash and cash equivalents	1,242	10,568
Fixed income securities	3,176	14,816
Marketable equity securities	<u>10,608</u>	<u>9,617</u>
	15,026	35,001
Donor-restricted funds and restricted grants:		
Cash and cash equivalents	4,027	5,930
Fixed income securities	1,850	1,771
Marketable equity securities	21,299	19,865
Inflation-protected securities	1,020	921
Trust funds administered by others	10,965	10,903
Other	<u>301</u>	<u>266</u>
	<u>39,462</u>	<u>39,656</u>
	<u>\$354,349</u>	<u>\$362,465</u>



**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**  
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**3. Investments and Assets Whose Use is Limited or Restricted (Continued)**

Included in marketable equity and other securities above are \$188,376 and \$175,251 at September 30, 2020 and 2019, respectively, in so called alternative investments and collective trust funds. 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:

	<u>2020</u>	<u>2019</u>
Net assets without donor restrictions:		
Interest and dividends	\$ 4,894	\$ 5,606
Investment income from trust funds administered by others	539	530
Net realized gains (losses) on sales of investments	9,312	(9,863)
Net unrealized (losses) gains on investments	<u>(2,448)</u>	<u>4,979</u>
	12,297	1,252
Net assets with donor restrictions:		
Interest and dividends	402	349
Net realized gains (losses) on sales of investments	768	(779)
Net unrealized (losses) gains on investments	<u>(163)</u>	<u>180</u>
	<u>1,007</u>	<u>(250)</u>
	<u>\$13,304</u>	<u>\$ 1,002</u>

In compliance with the System's spending policy, portions of investment income and related fees are recognized in other operating revenue on the accompanying consolidated statements of operations. Investment income reflected in other operating revenue was \$2,024 and \$1,710 in 2020 and 2019, respectively.

Investment management fees expensed and reflected in nonoperating income were \$849 and \$863 for the years ended September 30, 2020 and 2019, respectively.

In accordance with ASU 2016-01, which the System adopted prospectively on October 1, 2019, no impairment analysis is required as of September 30, 2020 for equity securities. There were no unrealized losses in securities other than equity securities at September 30, 2020. The following summarizes the Hospital's gross unrealized losses and fair values, aggregated by investment category and length of time that individual securities have been in a continuous unrealized loss position at September 30, 2019:

	<u>Less Than 12 Months</u>		<u>12 Months or Longer</u>		<u>Total</u>	
	<u>Fair Value</u>	<u>Unrealized Losses</u>	<u>Fair Value</u>	<u>Unrealized Losses</u>	<u>Fair Value</u>	<u>Unrealized Losses</u>
Marketable equity securities	\$ 1,173	\$ (432)	\$ 13,650	\$ (1,029)	\$ 14,823	\$ (1,461)
Fund-of-funds	10,322	(747)	-	-	10,322	(747)
Collective trust funds	<u>13,226</u>	<u>(490)</u>	<u>30,814</u>	<u>(2,497)</u>	<u>44,040</u>	<u>(2,987)</u>
	<u>\$24,721</u>	<u>\$ (1,669)</u>	<u>\$44,464</u>	<u>\$ (3,526)</u>	<u>\$69,185</u>	<u>\$ (5,195)</u>



**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

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(In thousands)

**3. Investments and Assets Whose Use is Limited or Restricted (Continued)**

In evaluating whether investments have suffered an other-than-temporary decline, based on input from outside investment advisors, management evaluated the amount of the decline compared to cost, the length of time and extent to which fair value has been less than cost, the underlying creditworthiness of the issuer, the fair values exhibited during the year, estimated future fair values and the System's intent and ability to hold the security until a recovery in fair value or maturity. Based on evaluations of the underlying issuers' financial condition, current trends and economic conditions, management believes there are no securities that have suffered an other-than-temporary decline in value at September 30, 2019.

**4. Defined Benefit Pension Plan**

The System has a noncontributory defined benefit pension plan (the Plan), covering all eligible employees of the System and subsidiaries. The Plan provides benefits based on an employee's years of service, age and the employee's compensation over those years. The System's funding policy is to contribute annually the amount needed to meet or exceed actuarially determined minimum funding requirements of the *Employee Retirement Income Security Act of 1974* (ERISA).

The System accounts for its defined benefit pension plan under ASC 715, *Compensation Retirement Benefits*. This Statement requires entities to recognize an asset or liability for the overfunded or underfunded status of their benefit plans in their financial statements.

The following table summarizes the Plan's funded status at September 30, 2020 and 2019:

	<u>2020</u>	<u>2019</u>
Funded status:		
Fair value of plan assets	\$ 258,752	\$ 251,574
Projected benefit obligation	<u>(327,793)</u>	<u>(304,836)</u>
	<u>\$ (69,041)</u>	<u>\$ (53,262)</u>
Activities for the year consist of:		
Benefit payments and administrative expenses paid	\$ 21,516	\$ 26,475
Net periodic benefit cost	15,267	12,958



**CONCORD HOSPITAL, INC. AND SUBSIDIARIES****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

September 30, 2020 and 2019

(In thousands)

**4. Defined Benefit Pension Plan (Continued)**

The table below presents details about the System's defined benefit pension plan, including its funded status, components of net periodic benefit cost, and certain assumptions used in determining the funded status and cost:

	<u>2020</u>	<u>2019</u>
Change in benefit obligation:		
Projected benefit obligation at beginning of year	\$304,836	\$267,072
Service cost	12,336	10,332
Interest cost	11,102	12,096
Actuarial loss	19,835	40,111
Benefit payments and administrative expenses paid	(21,516)	(26,475)
Other adjustments to benefit cost	<u>1,200</u>	<u>1,700</u>
Projected benefit obligation at end of year	<u>\$327,793</u>	<u>\$304,836</u>
Change in plan assets:		
Fair value of plan assets at beginning of year	\$251,574	\$235,752
Actual return on plan assets	12,694	1,297
Employer contributions	16,000	41,000
Benefit payments and administrative expenses	<u>(21,516)</u>	<u>(26,475)</u>
Fair value of plan assets at end of year	<u>\$258,752</u>	<u>\$251,574</u>
Funded status and amount recognized in noncurrent liabilities at September 30	<u>\$ (69,041)</u>	<u>\$ (53,262)</u>

Amounts recognized as a change in net assets without donor restrictions during the years ended September 30, 2020 and 2019 consist of:

	<u>2020</u>	<u>2019</u>
Net actuarial loss	\$ 27,689	\$ 56,890
Net amortized loss	(11,420)	(7,153)
Prior service credit amortization	<u>243</u>	<u>247</u>
Total amount recognized	<u>\$ 16,512</u>	<u>\$ 49,984</u>



## CONCORD HOSPITAL, INC. AND SUBSIDIARIES

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2020 and 2019  
(In thousands)

4. **Defined Benefit Pension Plan (Continued)***Pension Plan Assets*

The fair values of the System's pension plan assets as of September 30, 2020 and 2019, by asset category are as follows (see Note 14 for level definitions). In accordance with ASU 2015-07, certain investments that are measured using the net value per share practical expedient have not been classified in the fair value hierarchy.

	<u>2020</u> <u>Level 1</u>	<u>2019</u> <u>Level 1</u>
Short-term investments:		
Money market funds	\$ 1,189	\$ 5,111
Equity securities:		
Common stocks	7,862	9,356
Mutual funds – international	–	9,835
Mutual funds – domestic	72,339	64,805
Mutual funds – inflation hedge	7,685	8,919
Fixed income securities:		
Mutual funds – REIT	525	986
Mutual funds – fixed income	<u>19,628</u>	<u>22,944</u>
	109,228	121,956
 Funds measured at net asset value:		
Equity securities:		
Funds-of-funds	87,887	77,700
Collective trust funds:		
Equities	51,545	42,325
Fixed income	<u>10,092</u>	<u>9,593</u>
	<u>149,524</u>	<u>129,618</u>
 Total investments at fair value	<u>\$258,752</u>	<u>\$251,574</u>

The target allocation for the System's pension plan assets as of September 30, 2020 and 2019, by asset category are as follows:

	<u>2020</u>		<u>2019</u>	
	<u>Target</u> <u>Allocation</u>	<u>Percentage</u> <u>of Plan</u> <u>Assets</u>	<u>Target</u> <u>Allocation</u>	<u>Percentage</u> <u>of Plan</u> <u>Assets</u>
Short-term investments	0-20%	0%	0-20%	2%
Equity securities	40-80%	68	40-80%	68
Fixed income securities	5-80%	12	5-80%	13
Other	0-30%	20	0-30%	17



**CONCORD HOSPITAL, INC. AND SUBSIDIARIES****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

September 30, 2020 and 2019

(In thousands)

**4. Defined Benefit Pension Plan (Continued)**

The funds-of-funds are invested with thirteen investment managers and have various restrictions on redemptions. One manager holding amounts totaling approximately \$15 million at September 30, 2020 allows for semi-monthly redemptions, with 5 days' notice. One manager holding approximately \$7 million at September 30, 2020 allows for monthly redemptions, with 15 days' notice. Six managers holding amounts totaling approximately \$38 million at September 30, 2020 allow for quarterly redemptions, with notices ranging from 45 to 65 days. Three of the managers holding amounts of approximately \$15 million at September 30, 2020 allow for annual redemptions, with notice ranging from 60 to 90 days. Two of the managers holding amounts of approximately \$13 million at September 30, 2020 allows for redemptions on a semi-annual basis, with a notice of 60 days. The collective trust funds allow for daily or monthly redemptions, with notices ranging from 6 to 10 days. Certain funds also may include a fee estimated to be equal to the cost the fund incurs in converting investments to cash (ranging from 0.5% to 1.5%), limit the percent of the investment that can be redeemed each redemption period, or are subject to certain lock periods.

The System considers various factors in estimating the expected long-term rate of return on plan assets. Among the factors considered include the historical long-term returns on plan assets, the current and expected allocation of plan assets, input from the System's actuaries and investment consultants, and long-term inflation assumptions. The System's expected allocation of plan assets is based on a diversified portfolio consisting of domestic and international equity securities, fixed income securities, and real estate.

The System's investment policy for its pension plan is to balance risk and returns using a diversified portfolio consisting primarily of high quality equity and fixed income securities. To accomplish this goal, plan assets are actively managed by outside investment managers with the objective of optimizing long-term return while maintaining a high standard of portfolio quality and proper diversification. The System monitors the maturities of fixed income securities so that there is sufficient liquidity to meet current benefit payment obligations. The System's Investment Committee provides oversight of the plan investments and the performance of the investment managers.

Amounts included in expense during fiscal 2020 and 2019 consist of:

	<u>2020</u>	<u>2019</u>
Components of net periodic benefit cost:		
Service cost	\$ 12,336	\$ 10,332
Interest cost	11,102	12,096
Expected return on plan assets	(20,548)	(18,076)
Amortization of prior service credit and loss	11,177	6,906
Other adjustments to benefits cost	<u>1,200</u>	<u>1,700</u>
Net periodic benefit cost	<u>\$ 15,267</u>	<u>\$ 12,958</u>



**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

September 30, 2020 and 2019  
(In thousands)

**4. Defined Benefit Pension Plan (Continued)**

The accumulated benefit obligations for the plan at September 30, 2020 and 2019 were \$310,208 and \$288,126, respectively.

	<u>2020</u>	<u>2019</u>
Weighted average assumptions to determine benefit obligation:		
Discount rate	3.11%	3.59%
Rate of compensation increase	2.50% for the next two years; 3.00% thereafter	2.50% for the next three years; 3.00% thereafter
Weighted average assumptions to determine net periodic benefit cost:		
Discount rate	3.59%	4.63%
Expected return on plan assets	7.75	7.75
Cash balance credit rate	5.00	5.00
Rate of compensation increase	2.50/3.00	3.00

In selecting the long-term rate of return on plan assets, the System considered the average rate of earnings expected on the funds invested or to be invested to provide for the benefits of the plan. This included considering the plan's asset allocation and the expected returns likely to be earned over the life of the plan, as well as the historical returns on the types of assets held and the current economic environment.

The loss and prior service credit amount expected to be recognized in net periodic benefit cost in 2021 are as follows:

Actuarial loss	\$ 12,623
Prior service credit	<u>(243)</u>
	<u>\$ 12,380</u>

The System funds the pension plan and no contributions are made by employees. The System funds the plan annually by making a contribution of at least the minimum amount required by applicable regulations and as recommended by the System's actuary. However, the System may also fund the plan in excess of the minimum required amount.

Cash contributions in subsequent years will depend on a number of factors including performance of plan assets. However, the System expects to fund \$16,000 in cash contributions to the plan for the 2021 plan year.



**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

September 30, 2020 and 2019  
(In thousands)

**4. Defined Benefit Pension Plan (Continued)**

Benefit payments, which reflect expected future service, as appropriate, are expected to be paid as follows:

<u>Year Ended September 30</u>	<u>Pension Benefits</u>
2021	\$ 18,023
2022	17,861
2023	18,581
2024	19,090
2025	19,140
2026 – 2030	109,179

**5. Estimated Third-Party Payor Settlements**

The System has agreements with third-party payors that provide for payments to the System at amounts different from its established rates. A summary of the payment arrangements with major third-party payors follows:

Medicare

Inpatient and outpatient services rendered to Medicare program beneficiaries are primarily paid at prospectively determined rates. These rates vary according to a patient classification system that is based on clinical diagnosis and other factors. In addition to this, the System is also reimbursed for medical education and other items which require cost settlement and retrospective review by the fiscal intermediary. Accordingly, the System files an annual cost report with the Medicare program after the completion of each fiscal year to report activity applicable to the Medicare program and to determine any final settlements.

The physician practices are reimbursed on a fee schedule basis.

Medicaid Enhancement Tax and Disproportionate Share Payment

Under the State of New Hampshire's (the State) tax code, the State imposes a Medicaid Enhancement Tax (MET) equal to 5.40% of net patient service revenues in State fiscal years 2020 and 2019. The amount of tax incurred by the System for 2020 and 2019 was \$22,572 and \$22,442, respectively.

In the fall of 2010, in order to remain in compliance with stated federal regulations, the State of New Hampshire adopted a new approach related to Medicaid disproportionate share funding (DSH) retroactive to July 1, 2010. Unlike the former funding method, the State's approach led to a payment that was not directly based on, and did not equate to, the level of tax imposed. As a result, the legislation created some level of losses at certain New Hampshire hospitals, while other hospitals realized gains. DSH payments from the State are recorded within revenue without donor restrictions and other support and amounted to \$18,202 in 2020 and \$19,215 in 2019, net of reserves referenced below.



**CONCORD HOSPITAL, INC. AND SUBSIDIARIES****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

September 30, 2020 and 2019  
(In thousands)

**5. Estimated Third-Party Payor Settlements (Continued)**

The Centers for Medicare and Medicaid Services (CMS) has completed audits of the State's program and the disproportionate share payments made by the State from 2011 to 2016, the first years that those payments reflected the amount of uncompensated care provided by New Hampshire hospitals. It is possible that subsequent years will also be audited by CMS. The System has recorded reserves to address its potential exposure based on the audit results to date or any future redistributions.

**Medicaid**

Inpatient services rendered to Medicaid program beneficiaries are paid at prospectively determined rates per discharge. Outpatient services rendered to Medicaid program beneficiaries are reimbursed under fee schedules and cost reimbursement methodologies subject to various limitations or discounts. The Hospital is reimbursed at a tentative rate with final settlement determined after submission of annual cost reports by the Hospital and audits thereof by the Medicaid program.

The physician practices are reimbursed on a fee schedule basis.

**Other**

The System has also entered into payment agreements with certain commercial insurance carriers and health maintenance organizations. The basis for payment to the System under these agreements includes prospectively determined rates per discharge, discounts from established charges, fee schedules, and prospectively determined rates.

The accrual for estimated third-party payor settlements reflected on the accompanying consolidated balance sheets represents the estimated net amounts to be paid under reimbursement contracts with the Centers for Medicare and Medicaid Services (Medicare), the New Hampshire Department of Welfare (Medicaid) and any commercial payors with settlement provision. Settlements for the Hospital have been finalized through 2016 for Medicare and 2015 for Medicaid.

During fiscal year 2020, the System requested accelerated Medicare payments as provided for in the CARES Act, which allows for eligible health care facilities to request up to six months of advance Medicare payments for acute care hospitals or up to three months of advance Medicare payments for other health care providers. One year from the date of receipt of the advance payments (beginning April 2021) 25% of the advances will be recouped in the first eleven months. An additional 25% of the advances will be recouped in the next six months, with the entire amount repayable in 29 months. Any outstanding balance after 29 months is repayable at a 4% interest rate. During the third quarter of fiscal 2020, the System received \$57,885 from these accelerated Medicare payment requests, of which the current portion due within a year, totaling \$7,893, is recorded under the caption "accrual for estimated third-party payors" and the long-term portion, totaling \$49,992, in the caption "accrued pension and other long-term liabilities" in the accompanying consolidated balance sheet for the year ended September 30, 2020.



**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

September 30, 2020 and 2019  
(In thousands)

**6. Long-Term Debt and Revolving Line of Credit**

**Revolving Line of Credit**

In November 2019, the Hospital entered into a \$10,000 revolving line of credit agreement with a bank. In June 2020, the Hospital increased the availability on the line of credit to \$40,000. Any amounts outstanding under the agreement bear interest at the per annum London Interbank Offered Rate (LIBOR) plus 1.85% (2.24% at September 30, 2020). In the event LIBOR is discontinued while the agreement remains in place, a replacement rate will be assigned, as determined by the bank. The agreement is set to expire on May 30, 2021. The line of credit is secured by substantially all business assets. No amounts were outstanding under this revolving line of credit at September 30, 2020.

Long-term debt consists of the following at September 30, 2020 and 2019:

	<u>2020</u>	<u>2019</u>
2020A note payable to a bank, due October 1, 2026, interest at 1.93% per annum, payable in monthly and annual principal payments ranging from \$2,427 to \$2,580 beginning October 2022	\$ 12,520	\$ —
2020B note payable to a bank, due October 1, 2035 (lender has the option to extend the maturity date through October 1, 2043), interest at 2.26% per annum, payable in monthly and annual principal payments ranging from \$991 to \$2,942 beginning October 2023. Final balloon payment of \$10,157 due October 1, 2035, if the maturity date is not extended by the lender	36,582	—
New Hampshire Health and Education Facilities Authority (NHHEFA) Revenue Bonds, Concord Hospital Issue, Series 2017; interest of 5.0% per year and principal payable in annual installments. Installments ranging from \$2,010 to \$5,965 beginning October 2032, including unamortized original issue premium of \$6,901 in 2020 and \$7,215 in 2019	61,111	61,425
3.38% to 5.0% NHHEFA Revenue Bonds, Concord Hospital Issue, Series 2013A; due in annual installments, including principal and interest ranging from \$1,543 to \$3,555 through 2043, including unamortized original issue premium of \$242 in 2020 and \$2,824 in 2019. Series 2013A revenue bonds totaling \$33,785 were refunded in 2020 through issuance of the 2020B note payable described below	2,867	40,469
1.71% fixed rate NHHEFA Revenue Bonds, Concord Hospital Issue, Series 2013B; due in annual installments, including principal and interest ranging from \$1,860 to \$2,038 through 2024	7,601	9,341
4.25% to 5.5% NHHEFA Revenue Bonds, Concord Hospital Issue, Series 2011; due in annual installments, including principal and interest ranging from \$2,737 to \$5,192 through 2026, including unamortized original issue premium of \$19 in 2020 and \$136 in 2019. Series 2011 revenue bonds totaling \$11,780 were refunded in 2020 through issuance of the 2020A note payable described below	2,044	18,201
	122,725	129,436
Less unamortized bond issuance costs	(984)	(1,338)
Less current portion	(5,186)	(7,385)
	<u>\$116,555</u>	<u>\$120,713</u>



**CONCORD HOSPITAL, INC. AND SUBSIDIARIES****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

September 30, 2020 and 2019

(In thousands)

**6. Long-Term Debt and Notes Payable (Continued)**

In March 2020, the Hospital entered into a \$12,520 note payable agreement (2020A note) with a lender to advance refund \$11,780 of the Series 2011 NHHEFA Hospital Revenue Bonds. As a result of the advance refunding, the unamortized bond issuance costs and original issue discount related to the bonds refunded were included in loss on extinguishment of debt and totaled \$520 for the year ended September 30, 2020. As of September 30, 2020, \$11,780 of the Series 2011 advance refunded bonds, which are considered extinguished for purposes of these consolidated financial statements, remain outstanding. In conjunction with the issuance of the 2020A note, in order to further reduce debt service obligations, the Hospital, NHHEFA and the lender entered into a forward purchase agreement. Under the forward purchase agreement, the Hospital has the option to request NHHEFA to issue tax-exempt revenue bonds on or after July 3, 2021 to refinance the 2020A note.

In March 2020, the Hospital entered into a \$36,582 note payable agreement (2020B note) with a lender to advance refund the Series 2013A NHHEFA Hospital Revenue Bonds. As a result of the bond refinancing, the unamortized bond issuance costs and original issue premium related to the Series 2013A NHHEFA Hospital Revenue Bonds were included in loss on extinguishment of debt and totaled \$711 for the year ended September 30, 2020. As of September 30, 2020, \$33,785 of the Series 2013A advance refunded bonds, which are considered extinguished for purposes of these consolidated financial statements, remain outstanding. In conjunction with the issuance of the 2020B note, in order to further reduce debt service obligations, the Hospital, NHHEFA and the lender entered into a forward purchase agreement. Under the forward purchase agreement, the Hospital has the option to request NHHEFA to issue tax-exempt revenue bonds on or after July 3, 2022 to refinance the 2020B note.

In December 2017, \$62,004 (including an original issue premium of \$7,794) of NHHEFA Revenue Bonds, Concord Hospital Issue, Series 2017, were issued to pay for the construction of a new medical office building. In addition, the Series 2017 Bonds reimbursed the Hospital for capital expenditures incurred in association with the construction of a parking garage and the construction of a medical office building, as well as routine capital expenditures.

In February 2013, \$48,631 (including an original issue premium of \$3,631) of NHHEFA Revenue Bonds, Concord Hospital Issue, Series 2013A, were issued to assist in the funding of a significant facility improvement project and to advance refund the Series 2001 NHHEFA Hospital Revenue Bonds. The facility improvement project included enhancements to the System's power plant, renovation of certain nursing units, expansion of the parking capacity at the main campus and various other routine capital expenditures and miscellaneous construction, renovation and improvements of the System's facilities.

In March 2011, \$49,795 of NHHEFA Revenue Bonds, Concord Hospital Issue, Series 2011, were issued to assist in the funding of a significant facility improvement project and pay off the Series 1996 Revenue Bonds. The project included expansion and renovation of various Hospital departments, infrastructure upgrades, and acquisition of capital equipment.



**CONCORD HOSPITAL, INC. AND SUBSIDIARIES****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

September 30, 2020 and 2019

(In thousands)

**6. Long-Term Debt and Notes Payable (Continued)**

Substantially all the property and equipment relating to the aforementioned construction and renovation projects, as well as subsequent property and equipment additions thereto, and a mortgage lien on the facility, are pledged as collateral for all outstanding long-term debt and the revolving line of credit. In addition, the gross receipts of the Hospital are also pledged as collateral for all outstanding long-term debt and the revolving line of credit. 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, 2020 and 2019.

The obligations of the Hospital under the 2020A and B notes, Series 2017, Series 2013A and B and Series 2011 Revenue Bond Indentures are not guaranteed by any of the subsidiaries or affiliated entities.

Interest paid on long-term debt amounted to \$4,888 (including capitalized interest of \$1,953) and \$5,697 (including capitalized interest of \$652) for the years ended September 30, 2020 and 2019, respectively.

The aggregate principal payments on long-term debt for the next five fiscal years ending September 30 and thereafter are as follows:

2021	\$ 5,186
2022	5,636
2023	6,239
2024	6,298
2025	5,339
Thereafter	<u>86,865</u>
	<u>\$115,563</u>

**7. Commitments and Contingencies****Malpractice Loss Contingencies**

Effective February 1, 2011, the System insures its medical malpractice risks through a multiprovider captive insurance company under a claims-made insurance policy. Premiums paid are based upon actuarially determined amounts to adequately fund for expected losses. At September 30, 2020, there were no known malpractice claims outstanding for the System, which, in the opinion of management will be settled for amounts in excess of insurance coverage, nor were there any unasserted claims or incidents which require loss accruals. The System has established reserves for unpaid claim amounts for Hospital and Physician Professional Liability and General Liability reported claims and for unreported claims for incidents that have been incurred but not reported. The amounts of the reserves total \$4,081 and \$3,834 at September 30, 2020 and 2019, respectively and are reflected in the accompanying consolidated balance sheets within accrued pension and other long-term liabilities. The possibility exists, as a normal risk of doing business, that malpractice claims in excess of insurance coverage may be asserted against the System.



**CONCORD HOSPITAL, INC. AND SUBSIDIARIES****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

September 30, 2020 and 2019

(In thousands)

**7. Commitments and Contingencies (Continued)**

The captive retains and funds up to actuarial expected loss amounts, and obtains reinsurance at various attachment points for individual and aggregate claims in excess of funding in accordance with industry practices. At September 30, 2020, the System's interest in the captive represents approximately 80% of the captive. The System accounts for its investments in the captive under the equity method since control of the captive is shared equally between the participating hospitals. The System has recorded its interest in the captive's equity, totaling approximately \$5,509 and \$7,270 at September 30, 2020 and 2019, 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, 2020 and 2019, the Hospital recorded a liability of approximately \$3,000 and \$4,100, respectively, related to estimated professional liability losses. At September 30, 2020 and 2019, the Hospital also recorded a receivable of \$3,000 and \$4,100, respectively, related to estimated recoveries under insurance coverage for recoveries of the potential losses. These amounts are included in accrued pension and other long-term liabilities and other assets, respectively, on the consolidated balance sheets.

**Workers' Compensation**

The Hospital maintains workers' compensation insurance under a self-insurance plan. The plan offers, among other provisions, certain specific and aggregate stop-loss coverage to protect the Hospital against excessive losses. The Hospital has employed independent actuaries to estimate the ultimate costs, if any, of the settlement of such claims. Accrued workers' compensation losses of \$2,388 and \$2,797 at September 30, 2020 and 2019, respectively, are recorded within accounts payable and accrued expenses on the accompanying consolidated balance sheets and have been discounted at 3% (both years) and, in management's opinion, provide an adequate reserve for loss contingencies. A trustee held fund has been established as a reserve under the plan. Assets held in trust totaled \$2,974 and \$3,140 at September 30, 2020 and 2019, respectively, and is included in assets whose use is limited or restricted in the accompanying consolidated balance sheets.

**Litigation**

The System is involved in litigation and regulatory investigations arising in the ordinary course of business. After consultation with legal counsel, management estimates that these matters will be resolved without material adverse effect on the System's financial position, results of operations or cash flows.

**Health Insurance**

The System has a self-funded health insurance plan. The plan is administered by an insurance company which assists in determining the current funding requirements of participants under the terms of the plan and the liability for claims and assessments that would be payable at any given point in time. The System recognizes revenue for services provided to employees of the System during the year. The System is insured above a stop-loss amount of \$440 on individual claims. Estimated unpaid claims, and those claims incurred but not reported at September 30, 2020 and 2019, have been recorded as a liability of \$5,709 and \$4,391, respectively, and are reflected in the accompanying consolidated balance sheets within accounts payable and accrued expenses.



**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

September 30, 2020 and 2019  
(In thousands)

**7. Commitments and Contingencies (Continued)**

**Operating Leases**

The System has various operating leases relative to its office and offsite locations. Future annual minimum lease payments under noncancellable lease agreements as of September 30, 2020 are as follows:

Year Ending September 30:	
2021	\$ 6,437
2022	6,119
2023	5,990
2024	5,273
2025	3,758
Thereafter	<u>9,651</u>
	<u>\$37,228</u>

Rent expense was \$7,125 and \$7,392 for the years ended September 30, 2020 and 2019, respectively.

**8. Net Assets With Donor Restrictions**

Net assets with donor restrictions are available for the following purposes at September 30:

	<u>2020</u>	<u>2019</u>
Purpose restriction:		
Health education and program services	\$ 14,997	\$ 14,734
Capital acquisitions	1,870	1,764
Indigent care	126	133
Pledges receivable with stipulated purpose and/or time restrictions	<u>283</u>	<u>223</u>
	17,276	16,854
Perpetual in nature:		
Health education and program services	18,744	18,319
Capital acquisitions	803	803
Indigent care	1,811	1,811
Annuities to be held in perpetuity	<u>260</u>	<u>275</u>
	<u>21,618</u>	<u>21,208</u>
Total net assets with donor restrictions	<u>\$38,894</u>	<u>\$38,062</u>



**CONCORD HOSPITAL, INC. AND SUBSIDIARIES****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

September 30, 2020 and 2019

(In thousands)

**9. Patient Service Revenue**

An estimated breakdown of patient service revenues for the Hospital by major payor sources is as follows for the years ended September 30:

	<u>2020</u>	<u>2019</u>
Private payor (includes coinsurance and deductibles)	\$270,386	\$288,321
Medicare	158,386	166,737
Medicaid	18,646	21,602
Self-pay	<u>6,176</u>	<u>6,876</u>
	<u>\$453,594</u>	<u>\$483,536</u>

**10. Functional Expenses**

The System provides general health care services to residents within its geographic location. Expenses related to providing these services are as follows for the years ended September 30:

	<u>Health Services</u>	<u>General and Administrative</u>	<u>Fund-raising</u>	<u>Total</u>
<u>2020</u>				
Salaries and wages	\$203,587	\$41,594	\$ 500	\$245,681
Employee benefits	56,622	11,568	139	68,329
Supplies and other	96,353	13,346	84	109,783
Purchased services	21,062	13,753	128	34,943
Professional fees	7,722	—	—	7,722
Depreciation and amortization	16,363	7,735	257	24,355
Medicaid enhancement tax	22,572	—	—	22,572
Interest	<u>1,756</u>	<u>812</u>	<u>27</u>	<u>2,595</u>
	<u>\$426,037</u>	<u>\$88,808</u>	<u>\$ 1,135</u>	<u>\$515,980</u>
<u>2019</u>				
Salaries and wages	\$208,279	\$41,607	\$ 473	\$250,359
Employee benefits	51,485	10,285	117	61,887
Supplies and other	91,029	14,912	154	106,095
Purchased services	24,362	8,369	134	32,865
Professional fees	7,675	6	—	7,681
Depreciation and amortization	17,459	8,415	276	26,150
Medicaid enhancement tax	22,442	—	—	22,442
Interest	<u>3,173</u>	<u>1,506</u>	<u>50</u>	<u>4,729</u>
	<u>\$425,904</u>	<u>\$85,100</u>	<u>\$ 1,204</u>	<u>\$512,208</u>



**CONCORD HOSPITAL, INC. AND SUBSIDIARIES****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

September 30, 2020 and 2019

(In thousands)

**10. Functional Expenses (Continued)**

The consolidated financial statements report certain expense categories that are attributable to more than one healthcare service or support function. Therefore, these expenses require an allocation on a reasonable basis that is consistently applied. Costs not directly attributable to a function, such as depreciation and interest, are allocated to a function based on square footage. Supporting activities that are not directly identifiable with one or more healthcare programs are classified as general and administrative. If it is impossible or impractical to make a direct identification, allocation of the expenses were made according to management's estimates. Employee benefits are allocated in accordance with the ratio of salaries and wages of the functional classes. Specifically identifiable costs are assigned to the function which they are identified to.

**11. Charity Care and Community Benefits (Unaudited)**

The Hospital maintains records to identify and monitor the level of charity care it provides. The Hospital provides traditional charity care, as well as other forms of community benefits. The estimated cost of all such benefits provided is as follows for the years ended September 30:

	<u>2020</u>	<u>2019</u>
Government sponsored healthcare	\$31,319	\$29,683
Community health services	1,582	2,190
Health professions education	2,304	2,874
Subsidized health services	44,867	42,431
Research	81	84
Financial contributions	829	552
Community building activities	—	40
Community benefit operations	72	70
Charity care costs (see Note 1)	<u>3,445</u>	<u>4,696</u>
	<u>\$84,499</u>	<u>\$82,620</u>

The Hospital incurred estimated costs for services to Medicare patients in excess of the payment from this program of \$71,877 and \$57,580 in 2020 and 2019, respectively.



**CONCORD HOSPITAL, INC. AND SUBSIDIARIES****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

September 30, 2020 and 2019

(In thousands)

**12. Concentration of Credit Risk**

The Hospital grants credit without collateral to its patients, most of whom are local residents of southern New Hampshire and are insured under third-party payor agreements. The mix of gross receivables from patients and third-party payors as of September 30 is as follows:

	<u>2020</u>	<u>2019</u>
Patients	10%	12%
Medicare	37	32
Anthem Blue Cross	15	14
Cigna	4	3
Medicaid	9	11
Commercial	23	25
Workers' compensation	<u>2</u>	<u>3</u>
	<u>100%</u>	<u>100%</u>

**13. Volunteer Services (Unaudited)**

Total volunteer service hours received by the Hospital were approximately 16,290 in 2020 and 24,200 in 2019. 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.



**CONCORD HOSPITAL, INC. AND SUBSIDIARIES****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

September 30, 2020 and 2019

(In thousands)

**14. Fair Value Measurements (Continued)**

Level 2 – Valuations for assets and liabilities traded in less active dealer or broker markets. Valuations are obtained from third party pricing services for identical or similar assets or liabilities.

Level 3 – Valuations for assets and liabilities that are derived from other valuation methodologies, including option pricing models, discounted cash flow models and similar techniques, and not based on market exchange, dealer or broker traded transactions. Level 3 valuations incorporate certain assumptions and projections in determining the fair value assigned to such assets or liabilities.

In determining the appropriate levels, the System performs a detailed analysis of the assets and liabilities. There have been no changes in the methodologies used at September 30, 2020 and 2019. In accordance with ASU 2015-07, certain investments that are measured using the net value per share practical expedient have not been classified in the fair value hierarchy.

The following presents the balances of assets measured at fair value on a recurring basis at September 30:

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
<u>2020</u>				
Cash and cash equivalents	\$ 80,137	\$ –	\$ –	\$ 80,137
Fixed income securities	30,415	–	–	30,415
Marketable equity and other securities	101,639	–	–	101,639
Inflation-protected securities and other	13,682	–	–	13,682
Trust funds administered by others	<u>–</u>	<u>–</u>	<u>10,965</u>	<u>10,965</u>
	<u>\$225,873</u>	<u>\$ –</u>	<u>\$10,965</u>	236,838

Funds measured at net asset value:

Marketable equity and other securities	<u>188,376</u>
	<u>\$425,214</u>

2019

Cash and cash equivalents	\$ 47,488	\$ –	\$ –	\$ 47,488
Fixed income securities	41,310	–	–	41,310
Marketable equity and other securities	96,319	–	–	96,319
Inflation-protected securities and other	12,413	–	–	12,413
Trust funds administered by others	<u>–</u>	<u>–</u>	<u>10,903</u>	<u>10,903</u>
	<u>\$197,530</u>	<u>\$ –</u>	<u>\$10,903</u>	208,433

Funds measured at net asset value:

Marketable equity and other securities	<u>175,251</u>
	<u>\$383,684</u>



**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

September 30, 2020 and 2019  
(In thousands)

**14. Fair Value Measurements (Continued)**

In addition, for the years ended September 30, 2020 and 2019, there are certain investments totaling \$3,042 and \$2,009, respectively, which are appropriately being carried at cost.

The System's Level 3 investments consist of funds administered by others. The fair value measurement is based on significant unobservable inputs.

Investments, in general, are exposed to various risks, such as interest rate, credit and overall market volatility. As such, it is reasonably possible that changes in the fair value of investments will occur in the near term and that such changes could materially affect the amounts reported in the accompanying consolidated balance sheets and statements of operations.

A reconciliation of the fair value measurements using significant unobservable inputs (Level 3) is as follows for 2020 and 2019:

	<u>Trust Funds Administered by Others</u>
Balance at September 30, 2018	\$ 11,051
Net realized and unrealized losses	<u>(148)</u>
Balance at September 30, 2019	10,903
Net realized and unrealized gains	<u>62</u>
Balance at September 30, 2020	<u>\$ 10,965</u>

The table below sets forth additional disclosures for investment funds (other than mutual funds) valued based on net asset value to further understand the nature and risk of the investments by category:

	<u>Fair Value</u>	<u>Unfunded Commit- ments</u>	<u>Redemption Frequency</u>	<u>Redemption Notice Period</u>
September 30, 2020:				
Funds-of-funds	\$ 17,543	\$ —	Semi-monthly	5 days
Funds-of-funds	9,468	—	Monthly	15 days
Funds-of-funds	48,190	—	Quarterly	45 – 65 days**
Funds-of-funds	23,631	—	Annual	60 - 90 days
Funds-of-funds	9,631	—	Semi-annual	60 days*
Funds-of-funds	9,717	20,156	Illiquid	N/A
Collective trust funds	15,326	—	Daily	10 days
Collective trust funds	4,980	—	Weekly	10 days
Collective trust funds	49,890	—	Monthly	6 – 10 days



**CONCORD HOSPITAL, INC. AND SUBSIDIARIES****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

September 30, 2020 and 2019

(In thousands)

**14. Fair Value Measurements (Continued)**

	<u>Fair Value</u>	<u>Unfunded Commitments</u>	<u>Redemption Frequency</u>	<u>Redemption Notice Period</u>
September 30, 2019:				
Funds-of-funds	\$ 15,855	\$ —	Semi-monthly	5 days
Funds-of-funds	10,123	—	Monthly	15 days
Funds-of-funds	57,755	—	Quarterly	45 – 65 days
Funds-of-funds	14,807	—	Annual	60 - 90 days
Funds-of-funds	8,912	—	Semi-annual	60 days*
Funds-of-funds	4,979	15,283	Illiquid	N/A
Collective trust funds	14,569	—	Daily	10 days
Collective trust funds	48,251	—	Monthly	6 – 10 days

\* Limited to 25% of the investment balance at each redemption.

\*\* One investment has a one-year lock period and redemption of one investment is limited to 12.5% of the investment balance at each redemption.

Investment StrategiesFixed Income Securities

The primary purpose of fixed income investments is to provide a highly predictable and dependable source of income, preserve capital, and reduce the volatility of the total portfolio and hedge against the risk of deflation or protracted economic contraction.

Marketable Equity and Other Securities

The primary purpose of marketable equity investments is to provide appreciation of principal and growth of income with the recognition that this requires the assumption of greater market volatility and risk of loss. The total marketable equity portion of the portfolio will be broadly diversified according to economic sector, industry, number of holdings and other characteristics including style and capitalization. The System may employ multiple equity investment managers, each of whom may have distinct investment styles. Accordingly, while each manager's portfolio may not be fully diversified, it is expected that the combined equity portfolio will be broadly diversified.

The System invests in other securities that are considered alternative investments that consist of limited partnership interests in investment funds, which, in turn, invest in diversified portfolios predominantly comprised of equity and fixed income securities, as well as options, futures contracts, and some other less liquid investments. Management has approved procedures pursuant to the methods in which the System values these investments at fair value, which ordinarily will be the amount equal to the pro-rata interest in the net assets of the limited partnership, as such value is supplied by, or on behalf of, each investment from time to time, usually monthly and/or quarterly by the investment manager. Collective trust funds are generally valued based on the proportionate share of total fund net assets.



**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

September 30, 2020 and 2019  
(In thousands)

**14. Fair Value Measurements (Continued)**

System management is responsible for the fair value measurements of investments reported in the consolidated financial statements. Such amounts are generally determined using audited financial statements of the funds and/or recently settled transactions and is estimated using the net asset value per share of the fund. Because of inherent uncertainty of valuation of certain alternative investments, the estimate of the fund manager or general partner may differ from actual values, and differences could be significant. Management believes that reported fair values of its alternative investments at the balance sheet dates are reasonable.

The Hospital has committed to invest up to \$28,683 with various investment managers, and had funded \$8,527 of that commitment as of September 30, 2020. As these investments are made, the Hospital reallocates resources from its current investments resulting in an asset allocation shift within the investment pool.

**Inflation-Protected Securities**

The primary purpose of inflation-protected securities is to provide protection against the negative effects of inflation.

**Fair Value of Other Financial Instruments**

Other financial instruments consist of accounts and pledges receivable, accounts payable and accrued expenses, estimated third-party payor settlements, and long-term debt and notes payable. The fair value of all financial instruments other than long-term debt and notes payable approximates their relative book values as these financial instruments have short-term maturities or are recorded at amounts that approximate fair value. The fair value of the System's long-term debt and notes payable is estimated using discounted cash flow analyses, based on the System's current incremental borrowing rates for similar types of borrowing arrangements. The carrying value and fair value of the System's long-term debt and notes payable amounted to \$122,725 and \$135,943, respectively, at September 30, 2020, and \$129,436 and \$148,672, respectively, at September 30, 2019.

**15. Financial Assets and Liquidity Resources**

Financial assets and liquidity resources available within one year for general expenditure, such as operating expenses, scheduled principal payments on debt, and capital construction costs, consisted of the following at September 30, 2020:

Cash and cash equivalents	\$ 29,342
Short-term investments	73,907
Accounts receivable	66,175
Funds held by trustee for workers' compensation reserves, self-insurance escrows and construction costs	<u>18,000</u>
	<b><u>\$187,424</u></b>



**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

September 30, 2020 and 2019  
(In thousands)

**15. Financial Assets and Liquidity Resources**

To manage liquidity, the System maintains sufficient cash and cash equivalent balances to support daily operations throughout the year. Cash and cash equivalents and short-term investments include bank deposits, money market funds, and other similar vehicles that generate a return on cash and provide daily liquidity to the System. In addition, the System has board-designated assets without donor restrictions that can be utilized at the discretion of management to help fund both operational needs and/or capital projects. As of September 30, 2020, the balance of liquid investments in board-designated assets was \$287,980.



**CONCORD HOSPITAL - LACONIA  
BOARD OF TRUSTEES  
2021**

<b><u>Name</u></b>	<b><u>Mailing Address</u></b>	<b><u>Business Address/Phone/Fax/E-mail</u></b>	
Sol Asmar			
William Chapman, Esq. <i>Secretary</i>	Orr & Reno, PA 45 S. Main Street PO Box 3550 Concord, NH 03302-3550	Same	223-9107 223-9007 F <a href="mailto:wlc@orr-reno.com">wlc@orr-reno.com</a>
Philip Emma <i>Chair</i>			
Manisha Patel, DDS <i>Vice Chair</i>			
Robert Segal	Sanel Auto Parts 102 Old Turnpike Rd. Concord, NH 03301	Same	410-2597 225-2136 F <a href="mailto:bsegal@sanelnapa.com">bsegal@sanelnapa.com</a>
Robert Steigmeyer <i>President and CEO</i> (ex-officio w/ vote)	Capital Region Health Care Concord Hospital 250 Pleasant Street Concord, NH 03301	Same	227-7000x3003 228-7123 F <a href="mailto:rsteigmeyer@crhc.org">rsteigmeyer@crhc.org</a>
<hr/>			
<b><u>Invited to attend w/o vote:</u></b>			
Kevin Donovan <i>Chief Admin Officer</i>	Concord Hospital - Laconia Concord Hospital – Franklin 80 Highland Street Laconia, NH 03246	Same	527-2898 <a href="mailto:kdonovan@lrgh.org">kdonovan@lrgh.org</a>
Vercin Ephrem, MD	Concord Hospital – Laconia Concord Hospital – Franklin <i>Medical Staff President</i> 80 Highland Street Laconia, NH 03246	Same	524-3211x7066 <a href="mailto:vephrem@lrgh.org">vephrem@lrgh.org</a>
Matthew Gibb, MD <i>Chief Clinical Officer</i>	Concord Hospital 250 Pleasant Street Concord, NH 03301	Same	227-7000x7260 <a href="mailto:mgibb@crhc.org">mgibb@crhc.org</a>
Scott W. Sloane <i>Treasurer</i>	Chief Financial Officer Capital Region Health Care Concord Hospital 250 Pleasant Street Concord, NH 03301	Same	227-7000x6059 <a href="mailto:ssloane@crhc.org">ssloane@crhc.org</a>



Corey E. Gately



### Education

Springfield College School for Human Services, Manchester, NH  
Master's of Science in Human Services, concentration in Community Psychology  
Graduated May 1995  
GPA: 3.9

Keene State College, Keene, NH  
Bachelor of Arts in Psychology and Sociology  
Associate's in Chemical Dependency  
Psychology Honor Society  
Graduated May 1993

### Experience

August 2018 – Present  
Concord Hospital - Laconia  
Director of Substance Use Services  
The Doorway at Concord Hospital - Laconia  
Concord Hospital – Laconia & Franklin Recovery Clinic

January 2018 – December 2018  
Plymouth State University  
Teaching Lecturer

May 2015 – present  
Lakes Region General Healthcare Recovery Clinic – Laconia, NH  
Clinical Program Coordinator  
Master's Licensed Alcohol and Drug Counselor  
DOT Substance Abuse Professional

September 2012 – May 2015  
Horizons Counseling Center, Gilford, NH  
Intensive Outpatient Substance Abuse Counselor  
Master's Licensed Alcohol and Drug Counselor  
DOT Substance Abuse Professional

June 2001 - August 2012  
Lakes Region General Healthcare, Laconia, NH  
Intensive Outpatient Substance Abuse Counselor  
Master's Licensed Alcohol and Drug Counselor  
DOT Substance Abuse Professional

### Current Activities

Franklin Mayor's Task Force  
Gilford Together Committee Member  
St. Baldrick's Committee Member  
Gilford School District Parent Volunteer



NAADAC Member and NHADACA Member  
2011 New Hampshire 40 under 40 Award  
2012 NHADACA Counselor of the Year  
2016 Leadership Lakes Region Participant



Erika Houten



Authorized to work in the US for any employer

## Work Experience

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### **Patient Navigator**

The Doorway at Concord Hospital - Laconia- Laconia, NH  
February 2019 to Present

Helping people access and get to all treatment types for substance use disorder. Following up with these people as well as the facilities and programs which they may have applied for. Working with DCYF as well as probation and parole and other area agencies.

### **Shared Family Living Provider**

Lakes Region Community Service Council  
August 2008 to Present

Shared Family Living Provider (Adult w/Disabilities in my home)

- Bathing
- Toileting (some incontinence)
- All personal care
- Dressing
- Supporting in community and personal relationships
- Active Part of her Care Team
- Assistance with all ADLs
- Scheduling appointments
- Assisting with communication (she is non verbal/uses minimal sign)

### **ER Technician**

LRGHealthcare - Laconia, NH  
September 2016 to February 2019

I am a Mental Health worker in the emergency psych department. I help patients with substance misuse disorders and mental health issues.

### **LNA**

Concord Hospital - Concord, NH  
November 2015 to May 2017

Per diem LNA on an adult Med-Surge unit. All responsibilities of an LNA working as part of a team to provide the best patient care possible.

### **Adult & Senior Psychiatric Patient Care**

Franklin Region Hospital & Lakes Region General Hospital - Franklin, NH  
October 2013 to April 2015



Per diem LNA on an Adult DRF, also per diem in Gero Psych, Med Surge and ICU

- Adult & Senior Psychiatric Patient Care
- Bathing
- Toileting
- All personal care
- Supporting Adults and Seniors with Psychiatric and Mental Health Issues
- Deescalating patients that may be aggressive verbally or physically
- Reporting behaviors and complaints to the RN
- Monitoring agitation levels, sleep, and safety for all patients
- CPI certified

### **Front Desk Receptionist**

Riverbend Community Mental Health - Concord, NH  
July 2007 to June 2008

Answering Phones

- Scheduling Appointment thru Computerized system
- Assisting clients with mental health emergencies, by calming them and contacting appropriate team members
- Filing
- Billing
- Active Part of the Administrative Team to support the Mental Health Office

### **Customer Service Associate**

Cigna Healthcare - Hooksett, NH  
November 2005 to July 2007

High Volume call center for Cigna Healthcare.

- Premium Billing.
- Handle over 100+ inbound calls per shift.
- Take incoming calls from both providers and members answering questions about benefits and claims.
- Resolving eligibility claims and benefits issues using industry software and tools.
- Document all activities to ensure accurate reporting of plan issues.
- Provide timely resolution of claim issues within company standards.
- Troubleshooting claims to find out why they were processed incorrect.
- Verify whether or not the providers are in network.
- Data entry.
- Processing returned claims.

### **Administrative Assistant**

M&D Paving Enterprises - Belmont, NH  
April 2001 to November 2005

Seasonal, Light Quick Books exp.

- Payroll, filing, banking (deposits)
- Answering heavy call volume relating to sales and customer concerns
- Setting appointments
- Direct interaction with the president on a daily basis and other work related errands.



## Education

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### **In progress of obtaining my BA in Psychology**

SNHU - Manchester, NH

2012 to 2016

## Certifications and Licenses

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### **CPR**

## Additional Information

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### **TECHNICAL SKILLS:**

- Windows NT 4.0/2000/XP • MS Outlook • PC's
- Microsoft Office, • Color Laser Printers • Quick books • Fax machine
- Xerox & Cannon Copiers



# MARK DORMAN

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I have strived to perform at my optimum potential. Throughout my work experience, I have always been reliable and have always been the person that people have looked up to. I have been trusted with various duties and obligations that I have taken on with enthusiasm and a willingness that many people have admired. I take pride in the job that I do and find reward in helping people that need help.

## EXPERIENCE

**JULY 2019 – PRESENT**

**Administrative Assistant, THE DOORWAY AT CONCORD HOSPITAL - LACONIA**

- ANSWERED PHONES AND RELAYED CORRESPONDENCE WHEN NECESSARY
- RECEIVED AND SUBMITTED BILLING FOR ALL DOORWAY EXPENSES.
- MAINTAINED A CALL LOG FOR THE DEPARTMENT
- MAINTAINED AND COMPLETED VARIOUS STATE REPORTS ON A MONTHLY BASIS.
  - MONTHLY DOORWAY NUMBERS REPORT
  - FLEXIBLE SPENDING REPORT
  - NALOXONE BALANCE REPORT
- DATA ENTRY FOR ALL CLIENTS
- REGISTRATION OF CLIENTS/ENCOUNTER INTO THE HOSPITAL PLATFORMS
- INPUTTING CHARGES FOR CLIENTS PER ENCOUNTER
- ASSIST IN MAINTAINING GREAT WORKING RELATIONSHIPS WITH COMMUNITY PARTNERS
- DISTRIBUTION OF NALOXONE TO VARIOUS COMMUNITY PARTNERS

**DECEMBER 2016-PRESENT**

**REALTOR, KELLER WILLIAMS METROPOLITAN**

- Prepared market analysis statistics, bid presentation for buyers & sellers, researched listings, set up title searches and home inspections
- Promoted sales through advertising; worked with multiple websites to promote seller's home, hosted open house events, and participated in the multiple listing services
- Established positive flow of communication with agents, clients, and all personnel involved in closing transactions
- Negotiated contracts with agents representing buyers and sellers
- Educated sellers and buyers concerning legal disclosures
- Facilitated the closing process on behalf of the clients and insured that all parts of the contracts were met prior to closing

**NOVEMBER 2005 – JULY 2019**

**MASTER SECURITY OFFICER, LAKES REGION GENERAL HOSPITAL**

- I help maintain a safe environment for patients, visitors, and employees.



- I have to be ready for any disturbances that may put patients, visitors, and employees in danger.
- I conduct various rounds to insure the security of the hospital and the outside practices of the hospital.
- I have dealt and continue to deal with mental health patients on a daily basis.
- I have restrained patients, via 4-point, that have become out of control and are either suicidal, a flight risk, or another form of risk that may be harmful to themselves or others.
- I am in charge of key disbursement through requisitions forms that come into the security department.
- I have conducted restraint training to various departments throughout the organization.
- I have conducted the monthly duress alarm testing in the facility.
- I have conducted fire extinguisher checks on a monthly basis.
- With the role of Master Security Officer, I am the Officer in charge when there is not a Security Sergeant on duty.

**MAY 2001 – OCTOBER 2005**

**HEAD COUNSILOR, RECREATION LEADER, THE BALSAMS GRAND RESORT**

- In the summer time, I was the head Counselor for the children's camp.
- I led, organized, and controlled activities for the children.
- I was also a Lifeguard for our outdoor pool.
- My responsibilities were to maintain a safe environment for the guests in and around the pool.
- In the winter season, I was the Recreation Leader.
- My responsibilities were to lead and help organize the winter activities for the guests.

## **EDUCATION**

**SEPTEMBER 2000 – JANUARY 2002**

**STUDIED SPORTS MANAGEMENT, NICHOLS COLLEGE**

**SEPTEMBER 2002 – MAY 2004**

**ASSOCIATES IN BUISNESS ADMINISTRATION WITH A SPECIALIZATION IN SPORTS MANAGEMENT, NEW HAMPSHIRE TECHNICAL INSTITUTE**

## **SKILLS**

- People-person
- Microsoft Excel, Word, and PowerPoint
- Sales
- Organizational
- Communication and Listening
- Customer Service



## **ACTIVITIES**

There are many things in life that I find truly happy. One of them being spending as much time as I can with my family. Another passion I have is softball and basketball. I enjoy playing in the local leagues and really developing team building.

## **CERTIFICATIONS/LICENSES**

- Real Estate Salesperson
- IAHS – Supervisory
- CPR/AED



## **CURRICULUM VITAE**

**PAUL F. RACICOT, MD**

August 2016

**HOME:**



**OFFICE:** Lakes Region General Hospital  
Emergency Department  
80 Highland Street  
Laconia, NH 03246  
Tel. (603) 527-2819

### **EDUCATION**

6/77

**BA**, Bowdoin College, Brunswick, ME  
Phi Beta Kappa

6/82

**MD**, University of Massachusetts Medical School,  
Worcester, MA

### **POST GRADUATE TRAINING**

1982 - 1983

**Internship - Internal Medicine**

1983 - 1985

**Residency - Internal Medicine**  
Berkshire Medical Center, Pittsfield, Massachusetts  
(a major teaching hospital of UMass Medical School)

1985

\* Recipient of "Outstanding Resident Teacher Award"

### **PRACTICE EXPERIENCE**

1985 - 1986

**Emergency Room Physician (Full Time)**

- Hillcrest Hospital, Pittsfield, MA

1986 - 2006

**Director, Emergency Room Services**

**Active Staff** with privileges in **Emergency Medicine**

**Courtesy Staff** with privileges in **Internal Medicine**

- Franklin Regional Hospital, Franklin, NH

1986 - 1992

**Visiting Staff** with privileges in **Emergency Medicine**

- Lakes Region General Hospital, Laconia, NH

1989 - 1995

**Courtesy Staff** with privileges in **Emergency Medicine**

- Concord Hospital, Concord, NH
- Huggins Hospital, Wolfeboro, NH

1989 - Present

**Director, Employee/Occupational Health Department**

- Franklin Regional Hospital, Franklin, NH

1992 - 2006

**Chief, Emergency Services**

**Active Staff** with privileges in **Emergency Medicine**

- Lakes Region General Hospital, Laconia, NH

1997 - 2014

**President, Central NH ER Associates**

174 Philbrook Road, Sanbornton, NH

2000, 2001, 2002

**NH Top ER Doc 2000, 2001, and 2002**

*New Hampshire* magazine

2000 - Present

**Medical Director, Nathan Brody Outpatient Chemical Dependency Program**

73 Daniel Webster hwy, Belmont, NH 03220

2002 - Present

**Chairman, Department of Medicine**

- LRGHealthcare, Laconia, NH

2006 - Present

**Assistant Director ER Services**

- Lakes Region General Hospital
- Franklin Regional Hospital



**CURRICULUM VITAE**  
**Paul F. Racicot, MD**  
**Page 2**

**PRACTICE EXPERIENCE**

2009 – Present

**Clinical Coordinator, 3<sup>rd</sup> Year Medical Students**

- LRGHealthcare, Laconia, NH
- Regional Clinical Dean UNE Medical School,
- Biddeford, ME

2010-Present

**President of the Medical Staff of LRGHealthcare**

- Lakes Region General Hospital
- Franklin Regional Hospital

2015—Present

**CERTIFICATIONS**

09/11/85

**American Board of Internal Medicine**

12/08/89

**American Board of Emergency Medicine**

12/98 – Present

**Certified Medical Review Officer**

**TRUSTEE**

1988 - 1994

**New Hampshire Hospital Association**  
125 Airport Road, Concord, NH

1991 - 2002

**Franklin Regional Hospital**  
15 Aiken Avenue, Franklin, NH

2009 - Present

**LRGHealthcare**  
**Lakes Region General Hospital**  
80 Highland Street, Laconia, NH

**MEMBERSHIP**

1986 - Present

**Member, New Hampshire Medical Society**

1995 - 1997

**Member, New Hampshire Board of Medicine**

1997 - Present

**Member, American College of ER Physicians**

2013 – Present

**Treasurer, New Hampshire Medical Society**

**PERSONAL DATA**

Born in Oxford, MA - 1955

Married with two children

**REFERENCES**

Personal and professional references provided on request



**LORI L. SEOG, LADC**

**EMPLOYMENT**

September 2019 to  
Present

**Concord Hospital – Franklin**

14 Aiken Street, Franklin, NH

**Recovery Clinic Counselor**

- Provide clinical screening, assessment and counseling to adult men and women related to substance use disorders
- Conduct clinical evaluations for clients accessing emergency substance use disorder services
- In collaboration with clients, create meaningful treatment plans to support desired personal recovery outcomes
- Facilitate group counseling sessions to include psycho-education
- Identify resources and provide case management to clients needing supports such as housing, insurance, food, etc.
- Manage data, files, and required client documentation
- Prepare comprehensive clinical evaluations regarding client history of misuse and identification of appropriate recommendations
- Work with community providers to identify crisis interventions as required

April 2017 to  
Present

**CHANGING POINT COUNSELING, LLC**

20 Canal Street, Suite 315, Franklin, NH

**Licensed Alcohol and Drug Counselor**

- Provide clinical screening, assessment and counseling to adolescent/adult men and women related to substance use disorders
- Work in collaboration with clients to create meaningful treatment plans
- Identify resources and provide case management to clients needing supports such as housing, insurance, food, etc.
- Manage data, files, and required client documentation
- Prepare comprehensive clinical evaluations regarding client history of misuse and identification of appropriate recommendations
- Authorized by State of New Hampshire as an Impaired Driver Services Provider
- Instruct psycho-educational classes related to trauma, substance misuse, and life skills
- Work with community providers to identify crisis interventions as required
- Full-time position through September 2019 and presently working part-time in this role

December 2010  
- February 2017

**MERRIMACK COUNTY DEPARTMENT OF CORRECTIONS**

314 Daniel Webster Highway, Boscawen, NH

**Chief/Administrator of Programs and Services**

- Provided oversight of inmate management to include community corrections, mental health services, substance use disorder services, and rehabilitative services
- Created, modified and recommended programs, policies, and procedures to support agency operations
- Facilitated individual and group substance use disorder counseling sessions
- Instructed psycho-educational classes related to trauma, substance misuse, and life skills
- Participated as member of the Department's executive staff
- Conducted inspections of correctional facility to assess operations
- Developed and monitored budget and grants for Programs and Services Section
- Ensured regulatory compliance with local, state, and federal laws
- Handled inmate grievances and personnel investigations as directed by the Superintendent
- Interpreted and enforced policies, rules, and regulations of the agency
- Provided comprehensive case management to male and female offenders as needed
- Collaborated with community partners to identify resources to support inmates' transition from jail to community
- Provided crisis intervention to inmates with co-occurring disorders



**LORI L. SEOG**

Page Two

December 2007  
- January 2011

**STATE OF NEW HAMPSHIRE, DEPARTMENT OF CORRECTIONS**

105 Pleasant Street, Concord, NH

**Administrator III, Director of Programs, Bureau of Programs**

- Interpreted the needs of and provided oversight of service delivery for all male and female offenders in the content areas of education, career and technical education, family support, substance use disorder services, recreation, library, chaplaincy, volunteer services, and case management within each of the Department's state prisons
- Worked directly with the Assistant Commissioner and Commissioner of the Department to strategize and achieve agency goals and objectives
- Developed, implemented and reviewed policies and procedures for long-term administration of departmental programs
- Ensured regulatory and legal compliance was achieved and maintained in areas of oversight
- Monitored operational activities throughout the Bureau for efficient and effective allocation of agency resources by evaluating programs and implementing changes as necessary
- Managed staffing plans for up to 85 employees as well as personnel policies to accomplish organizational objectives
- Represented the Department at legislative hearings and public speaking engagements
- Responsible for budget development and accountability as related to the Bureau of Programs

July 2007  
- December 2007

**STATE OF NEW HAMPSHIRE, DEPARTMENT OF CORRECTIONS**

105 Pleasant Street, Concord, NH

**Administrator III, Administrator of Women Offenders and Family Services**

- Developed and coordinated programs within the NH Department of Corrections State Prison for Women to ensure gender responsive and evidence based measures were utilized to meet the specific needs of women
- Developed, implemented and reviewed policies, procedures and programs related to women
- Monitored operational activities for efficient and effective allocation of agency resources by evaluating programs and authored changes as necessary
- Planned, developed and provided training for successful program implementation
- Evaluated quality assurance for all Department of Corrections' treatment programs and any contracted programs to maintain program consistency
- Conferred with and made recommendations to the Commissioner, Assistant Commissioner or designee, regarding program services and management strategies for any changes to meet agency objectives
- Provided input regarding necessary data collection and evaluation to measure effective programming and supervision
- Acted as Interim Director of Programs, Bureau of Programs for the NH Department of Corrections

November 2004  
- July 2007

**STATE OF NEW HAMPSHIRE, DEPARTMENT OF CORRECTIONS**

1 Right Way Path, Laconia, NH

**Case Counselor/Case Manager**

- Observed inmates and collaborated with colleagues to develop programs for assessing resident treatment and rehabilitation services
- Established treatment goals and developed individualized treatment programs for incarcerated offenders in preparation for release
- Prepared reports and case summaries for Office of Parole and the Courts
- Provided consultation services to other professionals, employers, probation and parole officers, police and others regarding program objectives of incarcerated participants
- Developed and taught life skills educational opportunities; facilitated peer support groups

March 2003  
- December 2004

**LAKES REGION COMMUNITY SERVICES COUNCIL**

635 Main Street, Laconia, NH

**Family Support Manager**

- Interpreted the needs of the community to develop and evaluate relevant programming for children, adolescents, adults, and families
- Directed operation of Family Resource Center programs and services to at-risk families and in-home supports



## LORI L. SEOG

Page Three

- Engaged in public speaking, workshop leadership, and education
- Responsible for developing, implementing grants and monitoring program budgets
- Supervised and implemented State of New Hampshire's Comprehensive Family Support Grant
- Supervised staff and volunteers
- Researched, developed, managed and implemented grants

February 2001  
- June 2002

### CHIROPRACTIC ASSOCIATES OF BEDFORD

39 So. River Road, Bedford, NH

#### Marketing and Promotions Outreach Specialist

- Developed and implemented all aspects of marketing strategy for three doctor practice and supporting services
- Created and implemented special events and educational offerings both on and off-site
- Maintained and provided oversight of computer systems
- Responsible for management and purchasing of business supplies
- In absence of Business Administrator, responsible for all levels of business operations to include payroll, accounts receivables, banking, and personnel management

March 1994  
- December 2000

### PENACOOK COMMUNITY CENTER

76 Community Drive, Penacook, NH

#### Executive Director

- Chief Executive Officer of a non-profit agency that provided educational, social, and recreational needs within the community for children, adolescents, adults, and senior citizens
- Responsible for fiscal management to include budgeting, fundraising and grant development as well as oversight implementation of organization policies and personnel management to include hiring, firing and staff development
- Interpreted the needs of the community to develop relevant programming for children, teens, adults, and senior citizens
- Supervised juvenile diversion program for adjudicated and pre-adjudicated youth
- Set guidelines for supervision of youth behavior within all programs
- Collaborated with various local, county, school district and social service agencies to develop and implement programs for children, adolescents, adults and senior citizens
- Insure agency met all state, local and county government licensing requirements
- Developed strategic, long-range plans for organization in collaboration with Board of Directors

## EDUCATION

Southern New Hampshire University, Manchester, NH  
January 2012 – March 2013, Master of Science, Justice Studies/Public Administration

American Jail Association and Correctional Management Institute of Texas at  
Sam Houston University, Huntsville, TX  
National Jail Leadership Command Academy Class #11  
Graduate, November 2012

National Institute of Corrections, Aurora, CO  
Executive Excellence Class #14  
Graduate, January 2011

State of New Hampshire Police Standards and Training Council, Concord, NH  
New Hampshire Department of Corrections Academy Class #79  
Graduate, May 2005

Franklin Pierce University, Concord, NH  
December 2004, Bachelor of Arts, Human Services/Social Work, *Magna Cum Laude*  
May 2000, Associate of Arts Degree, Management  
October 1988, Certificate, Business Management



**LORI L. SEOG**

Page Four

**PERSONAL**

State of New Hampshire, Licensed Alcohol and Drug Counselor, License #0124 (LADC)

State of New Hampshire authorized Impaired Driver Service Provider

Certified Recovery Coach, Connecticut Community for Addiction Recovery

Notary Public

Justice of the Peace

Leadership Greater Concord Program Graduate, 2015-2016

Member, New Hampshire Association of Alcohol and Drug Counselors

Member, New Hampshire Providers Association

Franklin Animal Shelter Volunteer, Former Board Member/Officer

Employee of the Year 2004, Lakes Region Facility, NH Department of Corrections

Employee of the Quarter, Merrimack County Department of Corrections

Computer Literate to include Microsoft Word, Excel, Publisher, Visio, and PowerPoint

Former Board Member Good Life/Centennial Senior Center; Merrimack Valley Little League; Merrimack Valley Youth Soccer; Appalachian Mountain Teen Project and Very Special Arts New Hampshire



**CONTRACTOR NAME**Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Paul Racicot MD	Medical Director	\$247,000	10%	\$24,700.00
Corey Gately	Director Substance Use Services	\$108,078.40	70%	\$75,654.88
Lori Seog	Licensed Alcohol and Drug Counselor	\$45,393.92	100%	\$45,393.92
Mark Dorman	Administrative Assistant	\$37,752.00	100%	\$37,752.00
Erika Houten	Patient Navigator	\$43,160.00	100%	43,160.00



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Lori A. Shilbinette  
Commissioner

Katja S. Fox  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION FOR BEHAVIORAL HEALTH

129 PLEASANT STREET, CONCORD, NH 03301  
603-271-9544 1-800-852-3345 Ext. 9544  
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

May 14, 2021

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into a **Retroactive, Sole Source** contract with Concord Hospital, Inc. - Laconia (Vendor #355356) of Laconia, New Hampshire, for the provision of Doorway services for access to substance use disorder treatment and recovery services and supports, in the amount of \$560,962, with the option to renew for up to one (1) additional year, effective retroactive to May 1, 2021, upon Governor and Council approval, through September 29, 2021. 97.28% Federal Funds, 2.72% Other Funds.

Funds are available in the following account for State Fiscal Year 2021, and are anticipated to be available in State Fiscal Year 2022, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-095-092-920510-70400000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG AND ALCOHOL SVCS, STATE OPIOID RESPONSE GRANT

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2021	102-500731	Contracts for Program Svcs	92057048	\$200,000
2022	102-500731	Contracts for Program Svcs	92057048	\$215,000
			Subtotal	\$415,000

05-095-092-920510-33820000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG AND ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2021	102-500731	Contracts for Program Svcs	92058501	\$109,222
2022	102-500731	Contracts for Program Svcs	92058501	\$36,740
			Subtotal	\$145,962
			Total	\$560,962



His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 2 of 2

### **EXPLANATION**

This request is **Retroactive** because LRGHealthcare, one of the Department's original contractors to provide Doorway services in the Laconia area, filed for bankruptcy in October of 2020 and its assets were acquired by Concord Hospital, Inc. – Laconia, effective May 1, 2021. As part of the acquisition agreement approved by the New Hampshire Attorney General's Office, Concord Hospital, Inc. – Laconia is required to provide all contract services previously provided by LRGHealthcare under the contract approved by the Governor and Executive Council on October 31, 2018 Item #17A; which was amended on September 18, 2019 Item #20, on June 24, 2020 Item #31, and on February 23, 2021 Item #10. This new contract transfers all existing obligations and the remaining price limitation to Concord Hospital, Inc., - Laconia.

This request is **Sole Source** because all of the Doorway contracts are sole source as part of the statewide system designed to deliver coordinated services. The Contractor will participate in the network of Doorways by serving the Laconia region, to ensure New Hampshire residents have access to substance use disorder treatment and recovery services in person during typical business hours. Additionally, telephonic services for screening, assessment, and evaluations for substance use disorders are available through all the Doorways twenty-four hours, seven days a week, to ensure no one in New Hampshire has to travel more than sixty minutes to access services.

Approximately 650 individuals will be served under this contract between May 1, 2021 and September 29, 2021.

As the Doorway for the Laconia area, the Contractor will provide resources to strengthen existing prevention, treatment, and recovery programs; ensure access to critical services to decrease the number of opioid or stimulant related deaths in New Hampshire; and promote engagement in the recovery process. Individuals with substance use disorders other than opioids or stimulants will also be served and referred to the appropriate services.

The Department will monitor contracted services using the following methods:

- Monthly de-identified, aggregate data reports.
- Weekly and biweekly Doorway program calls.
- Regular review and monitoring of Government Performance and Results Act interviews and follow-ups through the Web Information Technology System database.

Should the Governor and Council not authorize this request, individuals seeking treatment for opioid or stimulant use disorder may experience difficulty navigating a complex system; may not receive the supports and clinical services they need; and may experience delays in receiving care that negatively impact recovery and increase the risk of relapse.

Area served: Laconia Region.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Lori A. Shibinette  
Commissioner



Subject: Access and Delivery Hub for Opioid Use Disorder Services (SS-2021-BDAS-08-ACCESS)

**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 New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Concord Hospital, Inc. - Laconia		1.4 Contractor Address 80 Highland Street, Laconia, NH 03246	
1.5 Contractor Phone Number (603) 524-3211	1.6 Account Number 05-95-92-7040-500731	1.7 Completion Date September 29, 2021	1.8 Price Limitation \$560,962
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by: <i>Scott W Sloane</i> Date: 5/18/2021		1.12 Name and Title of Contractor Signatory Scott W Sloane Chief Financial Officer	
1.13 State Agency Signature DocuSigned by: <i>Katja Fox</i> Date: 5/19/2021		1.14 Name and Title of State Agency Signatory Katja Fox Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <i>Takumina Rakumatona</i> On: 5/19/2021			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			



**2. 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 B 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 1.17, 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 1.13 ("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 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 for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.



## 8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

## 9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, 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.

## 10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission<sup>08</sup> of the



Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

#### 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. The 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. **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.

17. **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.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.



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**EXHIBIT A**

**Revisions to Standard Agreement Provisions**

**1. Revisions to Form P-37, General Provisions**

- 1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:
  - 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 as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on May 1, 2021. ("Effective Date").
- 1.2. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:
  - 3.3. The parties may extend the Agreement for up to one additional year from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.
- 1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:
  - 12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.



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**EXHIBIT B**

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**Scope of Services**

**1. Provisions Applicable to All Services**

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. All Exhibits D through K are attached hereto and incorporated by reference herein.

**2. Statement of Work**

- 2.1. The Contractor shall develop, implement and operationalize a regional Access and Delivery Hub for Opioid Use Disorder and Stimulant Use Disorder (from herein referred to as the "Doorway") for substance use disorder (SUD) treatment and recovery support service access in accordance with the terms and conditions approved by Substance Abuse and Mental Health Services Administration (SAMHSA) for the State Opioid Response (SOR) grant.
- 2.2. The Contractor shall provide residents in the Laconia Region with access to referrals to SUD treatment and recovery support services and other health and social services.
- 2.3. The Contractor shall participate in technical assistance, guidance, and oversight activities, as directed by the Department, for continued development and enhancement of Doorway services.
- 2.4. The Contractor shall collaborate with the Department to assess capacity and resource needs, as evidenced by a feasibility and sustainability plan, to provide services either directly, or indirectly through a professional services agreement approved by the Department, that include, but are not limited to:
  - 2.4.1. Care coordination to support evidence-based medication assisted treatment (MAT) induction services consistent with the principles of the Medication First model.
  - 2.4.2. Coordination of outpatient and inpatient SUD services, in accordance with the American Society of Addiction Medicine (ASAM).
  - 2.4.3. Coordination of services and support outside of Doorway operating hours specified in Paragraph 3.1.1., while awaiting intake with the Doorway.



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2.4.4. Expanding provisions for Core Doorway services to additional eligible SOR populations, as defined in Paragraph 4.2.1.

2.5. The Contractor shall collaborate with the Department, throughout the contract period, to identify gaps in financial and staffing resources required in Section 5. Staffing.

2.6. The Contractor shall ensure formalized coordination with 2-1-1 NH and other agencies and community-based programs that make up the components of the Doorway System to ensure services and supports are available to individuals after Doorway operating hours. The Contractor shall ensure coordination includes, but is not limited to:

2.6.1. Establishing a Qualified Services Arrangement (QSA) or Memorandum of Understanding (MOU) for after hour services and supports, which includes but are not limited to:

2.6.1.1. A process that ensures a client's preferred Doorway receives information on the client, outcomes, and events for continued follow-up.

2.6.1.2. A process for sharing information about each client to allow for prompt follow-up care and supports, in accordance with applicable state and federal requirements, that includes but is not limited to:

2.6.1.2.1. Any locations to which the client was referred for respite care or housing.

2.6.1.2.2. Other services offered or provided to the client.

2.6.2. Collaborating with the Department to:

2.6.2.1. Implement a centralized closed loop referral system, utilizing the technology solution procured by the Department in order to improve care coordination and client outcomes.

2.6.2.2. Develop a plan no later than December 2020 identifying timelines and requirements for implementing the closed loop referral system.

2.6.3. Enabling the sharing of information and resources, which include, but are not limited to:

2.6.3.1. Patient demographics.

2.6.3.2. Referrals made, accepted, and outstanding.

2.6.3.3. Services rendered.



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- 2.6.3.4. Identification of resource providers involved in each client's care.
- 2.7. The Contractor, with the assistance of the Department, shall establish formalized agreements to enroll and contract with:
- 2.7.1. Medicaid Managed Care Organizations (MCO) to coordinate case management efforts on behalf of the client.
  - 2.7.2. Private insurance carriers to coordinate case management efforts on behalf of the client.
- 2.8. The Contractor shall create policies relative to obtaining patient consent for disclosure of protected health information, as required by state administrative rules and federal and state laws, for agreements reached with MCOs and private insurance carriers as outlined in Subsection 2.7.
- 2.9. The Contractor shall develop a Department-approved conflict of interest policy related to Doorway services and referrals to SUD treatment and recovery supports and services programs funded outside of this contract that maintains the integrity of the referral process and client choice in determining placement in care.
- 2.10. The Contractor shall participate in regularly scheduled learning and educational sessions with other Doorways that are hosted, and/or recommended, by the Department.
- 2.11. The Contractor shall convene or participate in regional community partner meetings to provide information and receive feedback regarding the Doorway services. The Contractor shall:
- 2.11.1. Ensure regional community partners include, but are not limited to:
    - 2.11.1.1. Municipal leaders.
    - 2.11.1.2. Regional Public Health Networks.
    - 2.11.1.3. Continuum of Care Facilitators.
    - 2.11.1.4. Health care providers.
    - 2.11.1.5. Social services providers.
    - 2.11.1.6. Other stakeholders, as appropriate.
  - 2.11.2. Ensure meeting agendas include, but are not limited to:
    - 2.11.2.1. Receiving input on successes of services.



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- 2.11.2.2. Sharing challenges experienced since the last regional community partner meeting.
- 2.11.2.3. Sharing methods and actions that can be taken to improve transitions and process flows.
- 2.11.3. Provide meeting minutes to partners and the Department no later than ten (10) days following each community partners meetings.
- 2.12. The Contractor shall inform the Department of the regional goals to be included in the future development of needs assessments the Contractor and its regional partners have during the contract period, including, but not limited to, goals pertaining to:
  - 2.12.1. Naloxone use.
  - 2.12.2. Enhanced coverage and services to enable reduced Emergency Room use.
  - 2.12.3. Reducing overdose related fatalities.

**3. Scope of Work for Doorway Activities**

- 3.1. The Contractor shall ensure that, unless an alternative schedule for the Doorway to meet the needs of the community is proposed and approved by the Department, the Doorway provides, in one (1) location, at a minimum:
  - 3.1.1. Hours of operation that includes:
    - 3.1.1.1. 8:00 am to 5:00 pm Monday through Friday.
    - 3.1.1.2. Expanded hours as agreed to by the Department.
  - 3.1.2. A physical location for clients to receive face-to-face services, ensuring any request for a change in location is submitted to the Department no later than thirty (30) days prior to the requested move for Department approval.
  - 3.1.3. Telehealth services consistent with guidelines set forth by the Department.
  - 3.1.4. Telephonic services for calls referred to the Doorway by 2-1-1 NH.
  - 3.1.5. Initial intake and screening to assess an individual's potential need for Doorway services.
  - 3.1.6. Crisis intervention and stabilization counseling services provided by a licensed clinician for any individual in an acute Opioid Use Disorder (OUD)-related crisis who requires immediate non-emergency intervention. If the individual is calling rather than physically presenting at the Doorway, the Contractor shall ensure services include, but are not limited to:



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- 3.1.6.1. Directing callers to dial 911 if a client is in imminent danger or there is an emergency.
- 3.1.6.2. If the client is unable or unwilling to call 911, the Doorway shall immediately contact emergency or mobile crisis services.
- 3.1.7. Clinical evaluations that include:
  - 3.1.7.1. Evaluations of all ASAM Criteria (ASAM, October 2013); domains.
  - 3.1.7.2. A level of care recommendation based on ASAM Criteria (October 2013).
  - 3.1.7.3. Identification of client strengths and resources that can be used to support treatment and recovery.
- 3.1.8. Development of a clinical service plan in collaboration with the client based on the clinical evaluation referenced in Subsection 3.1.8. The Contractor shall ensure the clinical service plan includes, but is not limited to:
  - 3.1.8.1. Determination of an initial ASAM level of care.
  - 3.1.8.2. Identification of any needs the client may have relative to supportive services including, but not limited to:
    - 3.1.8.2.1. Physical health needs.
    - 3.1.8.2.2. Mental health and other behavioral health needs.
    - 3.1.8.2.3. Peer recovery support services needs.
    - 3.1.8.2.4. Social services needs.
    - 3.1.8.2.5. Criminal justice needs that include Corrections, Drug Court, and Division for Children, Youth, and Families (DCYF) matters.
  - 3.1.8.3. A plan for addressing all areas of need identified in Paragraph 3.1.8. by determining goals that are patient-centered, specific, measurable, attainable, realistic, and timely (SMART goals).
  - 3.1.8.4. Plans for referrals to external providers to offer interim services, when the level of care identified in Paragraph 3.1.8. is not available to the client within forty-eight (48) hours of service plan development, which are defined as:
    - 3.1.8.4.1. A minimum of one (1) sixty (60) minute individual or group outpatient session per week; and/or



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- 3.1.8.4.2. Recovery support services, as needed by the client; and/or
- 3.1.8.4.3. Daily calls to the client to assess and respond to any emergent needs; and/or
- 3.1.8.4.4. Respite shelter while awaiting treatment and recovery services.
- 3.1.9. A staff person, which can be a licensed clinician, Certified Recovery Support Worker (CRSW), or other non-clinical support staff, capable of assisting specialty populations with accessing services that may have additional entry points to services or specific eligibility criteria. Specialty populations include, but are not limited to:
  - 3.1.9.1. Veterans and service members.
  - 3.1.9.2. Pregnant, postpartum, and parenting women.
  - 3.1.9.3. DCYF involved families.
  - 3.1.9.4. Individuals at-risk of or with HIV/AIDS.
  - 3.1.9.5. Adolescents.
- 3.1.10. Facilitated referrals to SUD treatment and recovery support and other health and social services, which shall include, but not be limited to:
  - 3.1.10.1. Developing and implementing adequate consent policies and procedures for client-level data sharing and shared care planning with external providers, in accordance with HIPAA and 42 CFR Part 2.
  - 3.1.10.2. Determining referrals based on the service plan developed in Paragraph 3.1.8.
  - 3.1.10.3. Assisting clients with obtaining services with the provider agency, as appropriate.
  - 3.1.10.4. Contacting the provider agency on behalf of the client, as appropriate.
  - 3.1.10.5. Assisting clients with meeting the financial requirements for accessing services including, but not limited to:
    - 3.1.10.5.1. Identifying sources of financial assistance for accessing services and supports.



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3.1.10.5.2. Providing assistance with accessing financial assistance including, but not limited to:

3.1.10.5.2.1. Assisting the client with making contact with the assistance agency, as appropriate.

3.1.10.5.2.2. Contacting the assistance agency on behalf of the client, as appropriate.

3.1.10.5.2.3. Supporting the client in meeting the admission, entrance, and intake requirements of the assistance agency.

3.1.10.5.3. When no other payer is available, assisting clients with accessing services by maintaining a flexible needs fund specific to the Doorway region that supports clients who meet the eligibility criteria for assistance under a Department-approved Flexible Needs Fund Policy with their financial needs, which may include, but are not limited to:

3.1.10.5.3.1. Transportation for eligible clients to and from recovery-related medical appointments, treatment programs, and other locations;

3.1.10.5.3.2. Childcare to permit an eligible client who is a parent or caregiver to attend recovery-related medical appointments, treatment programs, and other appointments;

3.1.10.5.3.3. Payment of short-term housing costs or other costs necessary to remove financial barriers to obtaining or retaining safe housing, such as payment of security deposits or unpaid utility bills;

3.1.10.5.3.4. Provision of light snacks not to exceed three dollars (\$3.00) per eligible client;

3.1.10.5.3.5. Provision of clothing appropriate for cold weather, job interviews, or work; and



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3.1.10.5.3.6. Other uses preapproved in writing by the Department.

3.1.10.5.4. Assisting individuals in need of respite shelter resources while awaiting treatment and recovery services using available resources consistent with the Department's guidance. The Contractor shall:

3.1.10.5.4.1. Collaborate with the Department on a respite shelter voucher guidance and related procedures to determine eligibility for respite shelter resources based on criteria that include but are not limited to confirming an individual is:

3.1.10.5.4.1.1. A Doorway client;

3.1.10.5.4.1.2. In need of respite shelter while awaiting treatment and recovery services; and

3.1.10.5.4.1.3. In need of obtaining financial assistance to access short-term, temporary shelter.

3.1.11. Continuous case management services which include, but are not limited to:

3.1.11.1. Ongoing assessment of the clinical evaluation in Paragraph 3.1.8. for individuals to ensure the appropriate levels of care and supports identified are appropriate and revising the levels of care based on response to receiving interim services and supports.

3.1.11.2. Ongoing assessment in collaboration or consultation with the client's external service provider(s) of necessary support services to address needs identified in the evaluation or by the client's service provider that may create barriers to the client entering and/or maintaining treatment and/or recovery.

3.1.11.3. Supporting clients with meeting the admission, entrance, and intake requirements of the provider agency.

3.1.11.4. Ongoing follow-up and support of clients engaged in services in collaboration or consultation with the client's external service



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provider(s) until a discharge Government Performance and Results Act (GPRA) interview is completed. The Contractor shall ensure follow-up and support includes, but is not limited to:

3.1.11.4.1. Attempting to contact each client at a minimum, once per week until the discharge GPRA interview is completed, according to the following guidelines:

3.1.11.4.1.1. Attempt the first contact by telephone, in person or by an alternative method approved by the Department at such a time when the client would normally be available.

3.1.11.4.1.2. If the attempt in Unit 3.1.12.4.1. is not successful, attempt a second contact, as necessary, by telephone, in person or by an alternative method approved by the Department at such a time when the client would normally be available no sooner than two (2) business days and no later than three (3) business days after the first attempt.

3.1.11.4.1.3. If the attempt in Subunit 3.1.12.4.1.2. is not successful, attempt a third contact, as necessary, by telephone, in person or by an alternative method approved by the Department at such a time when the client would normally be available, no sooner than two (2) business days and no later than three (3) business days after the second attempt.

3.1.11.4.1.4. Documenting all efforts of contact in a manner approved by the Department.

3.1.11.5. When the follow-up in Subparagraph 3.1.12.4. results in a determination that the individual is at risk of self-harm, the Contractor shall proceed in alignment with best practices for the prevention of suicide.



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- 3.1.11.6. When possible, client contact and outreach shall be conducted in coordination and consultation with the client's external service provider to ensure continuous communication and collaboration between the Doorway and service provider.
- 3.1.11.7. Each successful contact shall include, but not be limited to:
- 3.1.11.7.1.1. Inquiring on the status of each client's recovery and experience with their external service provider.
  - 3.1.11.7.1.2. Identifying client needs.
  - 3.1.11.7.1.3. Assisting the client with addressing needs, as identified in Part 3.1.11.5.3.
  - 3.1.11.7.1.4. Providing early intervention to clients who have relapsed or whose recovery is at risk.
- 3.1.11.8. Collecting and documenting attempts to collect client-level data at multiple intervals including, but not limited to ensuring the GPRA Interview tool is completed and entered into the SAMHSA's Performance Accountability and Reporting System (SPARS), at a minimum:
- 3.1.11.8.1. At intake or no later than seven (7) calendar days after the GPRA interview is conducted.
  - 3.1.11.8.2. Six (6) months post intake into Doorway services.
  - 3.1.11.8.3. Upon discharge from the initially referred service.
- 3.1.11.9. Documenting any loss of contact in the SPARS system using the appropriate process and protocols as defined by SAMHSA through technical assistance provided under the SOR grant.
- 3.1.11.10. Ensuring contingency management strategies are utilized to increase client engagement in follow-up GPRA interviews, which may include, but are not limited to gift cards provided to clients for follow-up participation at each follow-up interview, which shall not exceed thirty dollars (\$30) in value, ensuring payments are not used to incentivize participation in treatment.
- 3.1.11.11. Assisting individuals who are unable to secure financial resources, with enrollment in public or private insurance programs including but not limited to New Hampshire Medicaid, Medicare,



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and or waiver programs within fourteen (14) calendar days after intake.

- 3.1.11.12. Providing Naloxone purchase, distribution, information, and training to individuals and organizations who meet the eligibility criteria for receiving kits under the Department's Naloxone Distribution Policy.
- 3.2. The Contractor shall obtain consent forms from all clients served, either in-person, telehealth or other electronic means, to ensure compliance with all applicable state and federal confidentiality laws.
- 3.3. The Contractor shall provide services in accordance with:
  - 3.3.1. The twelve (12) Core Functions of the Alcohol and Other Drug Counselor.
  - 3.3.2. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice.
  - 3.3.3. The four (4) recovery domains, as described by the International Credentialing and Reciprocity Consortium.
  - 3.3.4. TIP 27: Comprehensive Case Management for Substance Abuse Treatment.
- 3.4. The Contractor shall have policies and procedures that allow them to accept referrals and evaluations from SUD treatment and other service providers that include the utilization of the closed loop referral system procured by the Department.
- 3.5. The Contractor shall provide information to all individuals seeking services on how to file a grievance in the event of dissatisfaction with services provided. The Contractor shall ensure each individual seeking services receives information on:
  - 3.5.1. The steps to filing an informal complaint with the Contractor, including the specific contact person to whom the complaint should be sent.
  - 3.5.2. The steps to filing an official grievance with the Contractor and the Department with specific instructions on where and to whom the official grievance should be addressed.
- 3.6. The Contractor shall provide written policies and the formalized agreements to the Department for review and approval within twenty (20) business days of the contract effective date and thereafter when new agreements are entered into, policies are adopted, or when information is requested by the Department that include, but not limited to:
  - 3.6.1. Privacy notices and consent forms.
  - 3.6.2. Conflict of interest and financial assistance documentation.



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- 3.6.3. Shelter vouchers.
- 3.6.4. Referrals and evaluation from other providers.
- 3.6.5. Complaints.
- 3.6.6. Grievances.
- 3.6.7. Formalized agreements with community partners and other agencies that include, but are not limited to:
  - 3.6.7.1. 2-1-1 NH.
  - 3.6.7.2. Other Doorway partners.
  - 3.6.7.3. Providers and supports available after normal Doorway operating hours.

**4. Subcontracting for the Doorways**

- 4.1. The Doorway shall submit all subcontracts the Doorway proposes to enter into for services funded through this contract to the Department for approval prior to execution.
- 4.2. The Doorway may subcontract, with prior approval of the Department, for support and assistance in providing core Doorway services, which include:
  - 4.2.1. Screening;
  - 4.2.2. Assessment;
  - 4.2.3. Evaluation;
  - 4.2.4. Referral;
  - 4.2.5. Continuous case management;
  - 4.2.6. GPRA data completion; and
  - 4.2.7. Naloxone distribution.
- 4.3. The Doorway shall at all times be responsible for continuous oversight of, and compliance with, all Core Doorway services and shall be the single point of contact with the Department for those Core services.
- 4.4. Any subcontract for support and assistance in providing Core Doorway services shall ensure that the patient experience is consistent across the continuum of Core Doorway services and the subcontracted entities and personnel are at all times acting, in name and in fact, as agents of the Doorway. The Doorway shall consolidate Core Doorway services, to the greatest extent practicable, in a single location.



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- 4.5. The Doorway may collaborate with the Department to identify and obtain the services of an agent to handle the fiscal and administrative processes for payment of flexible needs funds, ensuring all uses of flexible needs funds are approved by the Doorway, in accordance with approved policies.

**5. Staffing**

- 5.1. The Contractor shall ensure staff during regular hours of operation includes, at a minimum:
- 5.1.1. One (1) clinician with the ability to provide clinical evaluations for ASAM level of care placement, in-person or telephonically.
  - 5.1.2. One (1) CRSW with the ability to fulfill recovery support and care coordination functions.
  - 5.1.3. One (1) staff person, who can be a licensed clinician, CRSW, or other non-clinical support staff, capable of aiding specialty populations as outlined in Paragraph 3.1.7.
- 5.2. The Contractor shall ensure sufficient staffing levels appropriate for the services provided and the number of clients served based on available staffing and the budget established for the Doorway.
- 5.3. The Contractor may provide alternative staffing, either temporary or long-term, for Department approval, thirty (30) calendar days before making the change to staffing.
- 5.4. The Contractor shall ensure all unlicensed staff providing treatment, education or recovery support services are directly supervised by a licensed supervisor.
- 5.5. The Contractor shall ensure no licensed supervisor supervises more than twelve (12) unlicensed staff unless the Department has approved an alternative supervision plan.
- 5.6. The Contractor shall ensure peer clinical supervision is provided for all clinicians including, but not limited to:
- 5.6.1. Weekly discussion of cases with suggestions for resources or alternative approaches.
  - 5.6.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision.
- 5.7. The Contractor shall ensure staff meet all training requirements, which may be satisfied through existing licensure requirements and/or Department-approved alternative training curriculums or certifications and include, but are not limited to:
- 5.7.1. For all clinical staff:



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- 5.7.1.1. Suicide prevention and early warning signs.
  - 5.7.1.2. The 12 Core Functions of the Alcohol and Other Drug Counselor.
  - 5.7.1.3. The standards of practice and ethical conduct, with particular emphasis given to the individual's role and appropriate responsibilities; professional boundaries, and power dynamics.
  - 5.7.1.4. An approved course on the twelve (12) core functions and The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice within twelve (12) months of hire.
  - 5.7.1.5. A Department-approved ethics course within twelve (12) months of hire.
  - 5.7.2. For recovery support staff and other non-clinical staff working directly with clients:
    - 5.7.2.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee.
    - 5.7.2.2. The standards of practice and ethical conduct, with particular emphasis given to the individual's role and appropriate responsibilities, professional boundaries, and power dynamics, and confidentiality safeguards in accordance with HIPAA and 42 CFR Part 2, and state rules and laws.
    - 5.7.2.3. The four (4) recovery domains as described by the International Credentialing and Reciprocity Consortium
    - 5.7.2.4. An approved ethics course within twelve (12) months of hire.
  - 5.7.3. Ensuring all recovery support staff and clinical staff receive annual continuous education regarding SUD.
  - 5.7.4. Providing in-service training to all staff involved in client care within fifteen (15) business days of the contract effective date, or the staff person's start date, on the following:
    - 5.7.4.1. The contract requirements.
    - 5.7.4.2. All other relevant policies and procedures provided by the Department.
  - 5.8. The Contractor shall provide staff, subcontractors, or end users as defined in Exhibit K with periodic training in practices and procedures to ensure compliance with information



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security, privacy or confidentiality in accordance with state administrative rules and state and federal laws.

5.9. The Contractor shall notify the Department in writing:

5.9.1. Within one (1) week of hire of a new administrator, coordinator or any staff person essential to meeting the terms and conditions of this contract.

5.9.2. Within seven (7) calendar days when there is not sufficient staffing to perform all required services for more than one (1) month.

5.10. The Contractor shall have policies and procedures, as approved by the Department, related to student interns to address minimum coursework, experience, and core competencies for those interns having direct contact with individuals served by this contract.

5.11. The Contractor shall ensure that student interns complete a Department-approved ethics course and a Department-approved course on the twelve (12) core functions as described in Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice within six (6) months of beginning their internship.

**6. Records.**

6.1. The Contractor shall maintain the following records, to be provided to the Department upon request:

6.1.1. Books, records, documents and other electronic or physical data evident of all expenses incurred, and all income received by the Contractor related to Exhibit B, Scope of Services.

6.1.2. All records shall be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all costs and expenses, and are acceptable to the Department, 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.

6.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, 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.

6.1.4. Medical records on each patient/recipient of services.



**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**



**EXHIBIT B**

**7. Health Insurance Portability and Accountability Act and Confidentiality:**

- 7.1. The Contractor is a covered entity as defined under the Health Insurance Portability and Accountability Act (HIPAA), 45 CFR 160, 162 and 164, and shall comply with all confidentiality requirements and safeguards set forth in state and federal law and rules. The Contractor is also a SUD provider as defined under 42 CFR Part 2 and shall safeguard confidential information as required. The Contractor shall ensure compliance with all consent and notice requirements prohibiting the redisclosure of confidential information in accordance with 42 CFR Part 2.
- 7.2. All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the disclosure of any protected health information shall be in accordance with the regulatory provisions of HIPAA, 42 CFR Part 2, and applicable state and federal laws and rules. Further, the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, their attorney or guardian. Notwithstanding anything to the contrary contained herein, the covenants and conditions contained in this Section 7. of Exhibit B, Scope of Services, shall survive the termination of the Contract for any reason whatsoever.

**8. Reporting Requirements.**

- 8.1. The Contractor shall comply with all aspects of the Department of Health and Human Services Bureau of Quality Assurance and Improvement Sentinel Event Reporting and Review Policy PO.1003 (referred to as PO. 1003), effective April 24, 2019, and any subsequent versions and/or amendments.
- 8.2. The Contractor shall report to the Department of Health and Human Services Bureau of Drug and Alcohol Services within twenty-four (24) hours and follow up with written documentation submitted to the Bureau of Quality Assurance and Improvement within seventy-two (72) hours, as specified in PO.1003, any sentinel event that occurs with any individual who is receiving services under this contract. This does not replace the responsibility of the Contractor's responsibility to notify the appropriate authority if the Contractor suspects a crime has occurred.



**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**



**EXHIBIT B**

- 8.3. The Contractor shall provide any information requested by the Department as follow up to a sentinel event report, or to complete a sentinel event review, with or without involvement in a requested sentinel event review.
- 8.4. The Contractor shall submit monthly activity reports on templates provided by the Department with data elements that include, but may not be limited to:
  - 8.4.1. Call counts.
  - 8.4.2. Counts of clients seen, separately identifying new clients and clients who revisit the Doorway after being administratively discharged.
  - 8.4.3. Reason types.
  - 8.4.4. Count of clinical evaluations.
  - 8.4.5. Count of referrals made and type.
  - 8.4.6. Naloxone distribution.
  - 8.4.7. Referral statuses.
  - 8.4.8. Recovery monitoring contacts.
  - 8.4.9. Service wait times, flex fund utilization.
  - 8.4.10. Respite shelter utilization.
- 8.5. The Contractor shall submit reports on naloxone kits distributed, utilizing a template provided by the Department.
- 8.6. The Contractor shall report on required data points specific to this SOR grant as identified by SAMHSA over the grant period.
- 8.7. The Contractor shall be required to prepare and submit ad hoc data reports, respond to periodic surveys, and other data collection requests as deemed necessary by the Department or SAMHSA.

**9. Performance Measures**

- 9.1. The Department seeks to actively and regularly collaborate with providers to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- 9.2. The Department may collect other key data and metrics from the Contractor, including client-level demographic, performance, and service data.
- 9.3. The Department may identify expectations for active and regular collaboration, including key performance measures, in the resulting contract. Where applicable, the Contractor



**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**



**EXHIBIT B**

must collect and share data with the Department in a format specified by the Department.

**10. Contract Management**

- 10.1. The Contractor shall participate in periodic meetings with the Department to review the operational status of the Doorway, for the duration of the contract.
- 10.2. The Contractor shall participate in operational site reviews on a schedule provided by the Department. All contract deliverables, programs, and activities shall be subject to review during this time. The Contractor shall:
  - 10.2.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements.
  - 10.2.2. Ensure the Department is provided with access that includes but is not limited to:
    - 10.2.2.1. Data.
    - 10.2.2.2. Financial records.
    - 10.2.2.3. Scheduled access to Contractor work sites, locations, work spaces and associated facilities.
    - 10.2.2.4. Unannounced access to Contractor work sites, locations, work spaces and associated facilities.
    - 10.2.2.5. Scheduled access to Contractor principals and staff.
- 10.3. The Contractor shall provide a Doorway information sheet and work plan regarding the Doorway's operations to the Department, annually, for review in the format prescribed by the Department.

**11. SOR Grant Standards**

- 11.1. The Contractor shall provide the Department with a budget narrative within thirty (30) days of the contract effective date.
- 11.2. The Contractor shall meet with the Department within sixty (60) days of the contract effective date to review the proposed plan for contract implementation.
- 11.3. The Contractor and/or referred providers shall ensure that only Food and Drug Administration approved MAT for OUD is utilized.
- 11.4. The Contractor and referred providers shall only provide medical withdrawal management services to any individual supported by SOR Grant Funds if the withdrawal



**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**



**EXHIBIT B**

management service is accompanied by the use of injectable extended-release naltrexone, as clinically appropriate.

- 11.5. The Contractor and referred providers shall ensure that all uses of flexible needs funds and respite shelter funds are in compliance with the Department and SAMHSA requirements, which includes, but is not limited to ensuring recovery housing facilities utilized by clients are certified based on national standards aligned with the National Alliance for Recovery Residences standards and registered with the State of New Hampshire, Bureau of Drug and Alcohol Services in accordance with current NH Administrative Rules.
- 11.6. The Contractor and referred providers shall ensure staff who are trained in Presumptive Eligibility for Medicaid are available to assist clients with enrolling in public or private health insurance.
- 11.7. The Contractor and referred providers shall accept clients on MAT and facilitate access to MAT on-site or through referral for all clients supported with SOR Grant funds, as clinically appropriate.
- 11.8. The Contractor and referred providers shall coordinate with the NH Ryan White HIV/AIDS program for clients identified as at risk of, or with, HIV/AIDS.
- 11.9. The Contractor and referred providers shall ensure that all clients are regularly screened for tobacco use, treatment needs and referral to the QuitLine as part of treatment planning.
- 11.10. The Contractor shall collaborate with the Department to ensure compliance with all appropriate Department, State of NH, SAMHSA, and other Federal terms, conditions, and requirements.
- 11.11. The Contractor shall attest the understanding that SOR grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. The Contractor agrees that:
  - 11.11.1. Treatment in this context includes the treatment of opioid use disorder (OUD) or Stimulant Use Disorder (StimUD).
  - 11.11.2. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders.
  - 11.11.3. This marijuana restriction applies to all subcontracts and MOUs that receive SOR funding.
  - 11.11.4. Attestations will be provided to the Contractor by the Department.



**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**



**EXHIBIT B**

11.11.5. The Contractor shall complete and submit all attestations to the Department within thirty (30) days of contract approval.

11.12. The Contractor shall refer to Exhibit C for grant terms and conditions including, but not limited to:

11.12.1. Invoicing.

11.12.2. Funding restrictions.

11.12.3. Billing.

**12. Data Management Requirements**

12.1. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.

**13. Termination Report/Transition Plan**

13.1. In the event of early termination of the Agreement, the Contractor shall, within fifteen (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.

13.2. 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.

13.3. 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.

13.4. 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.

13.5. 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. Upon the purchase by the Department of the maximum number of units



**New Hampshire Department of Health and Human Services  
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**EXHIBIT B**

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.

**14. Credits and Copyright Ownership**

- 14.1. 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, "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."
- 14.2. All materials produced or purchased under the contract shall have prior approval from the Department before printing, production, distribution or use. The Department 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. The Contractor shall not reproduce any materials produced under the contract without prior written approval from the Department.

**15. Operation of Facilities: Compliance with Laws and Regulations**

- 15.1. 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)**

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Concord Hospital, Inc. - Laconia

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Contractor Initials

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Date



**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**



**EXHIBIT B**

16.1. 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. Equipment Purchases**

- 17.1. The Contractor shall submit to the Department's Contract Unit a list of the purchased office equipment (with funding from this Contract). The list shall include office equipment such as, but not limited to, laptop computers, printers/scanners, and phones with the make, model, and serial number of each piece of office equipment.
- 17.2. The Contractor shall return said office equipment in Subsection 17.1. to the Department's Contract Unit within thirty (30) days from the completion date of the Contract.

**18. Compliance with Federal and State Laws**

- 18.1. 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.
- 18.2. Time and Manner of Determination.
- 18.2.1. 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.
- 18.3. Documentation
- 18.3.1. 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



**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**



**EXHIBIT B**

regarding eligibility determinations that the Department may request or require.

**18.4. Fair Hearings**

- 18.4.1. 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.

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**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**



**EXHIBIT C**

**Payment Terms**

1. This Agreement is funded by:
  - 1.1. 97.28% Federal funds from the State Opioid Response Grant, as awarded on 09/30/2018, by the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, CFDA #93.788, FAIN H79TI081685, and as awarded on 09/30/2020, by the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, CFDA #93.788, FAIN H79TI083326.
  - 1.2. 2.72% Other Funds from Governor's Commission on Alcohol and Other Drug Abuse Prevention, Intervention and Treatment Funds
2. **Governor Commission Funds**
  - 2.1. The Contractor shall utilize funds in Exhibit C for the purpose of providing services and supports to clients whose needs do not make them eligible to receive SOR-funded services and supports.
  - 2.2. The Contractor shall collaborate with the Department to determine appropriate services and supports along with developing and submitting reports and invoices that are separate from reports and invoices submitted for SOR grant funds.
3. For the purposes of this Agreement:
  - 3.1. The Department has identified the Contractor as a Contractor, in accordance with 2 CFR 200.331.
  - 3.2. The Department has identified this Contract as NON-R&D, in accordance with 2 CFR 200.3327.
  - 3.3. The de minimis Indirect Cost Rate of 10% applies in accordance with 2 CFR §200.414.
4. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibit C-1, Budget through Exhibit C-4.
5. The Contractor shall seek payment for services, as follows:
  - 5.1. First, the Contractor shall charge the client's private insurance or other payor sources.
  - 5.2. Second, the Contractor shall charge Medicare.
  - 5.3. Third, the Contractor shall charge Medicaid enrolled individuals, as follows:
    - 5.3.1. Medicaid Care Management: If enrolled with a Managed Care Organization (MCO), the Contractor shall be paid in accordance with its contract with the MCO.

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**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**



**EXHIBIT C**

- 5.3.2. Medicaid Fee for Service: The Contractor shall bill Medicaid for services on the Fee for Service (FFS) schedule.
- 5.4. Fourth, the Contractor shall charge the client in accordance with the Sliding Fee Scale Program.
- 5.5. Lastly, if any portion of the amount specified in the Sliding Fee Scale remains unpaid, charge the Department for the unpaid balance.
6. The Contractor shall submit an invoice in a form satisfactory to the State by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment. Invoices shall be net any other revenue received towards the services billed in fulfillment of this agreement. The Contractor shall ensure:
- 6.1. Backup documentation includes, but is not limited to:
- 6.1.1. General Ledger showing revenue and expenses for the contract.
- 6.1.2. Timesheets and/or time cards that support the hours employees worked for wages reported under this contract.
- 6.1.2.1. Per 45 CFR Part 75.430(i)(1) Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed.
- 6.1.2.2. Attestation and time tracking templates, which are available to the Department upon request.
- 6.1.3. Invoices supporting expenses reported:
- 6.1.3.1. Unallowable expenses include, but are not limited to:
- 6.1.3.1.1. Amounts belonging to other programs.
- 6.1.3.1.2. Amounts prior to effective date of contract.
- 6.1.3.1.3. Construction or renovation expenses.
- 6.1.3.1.4. Food or water for employees.
- 6.1.3.1.5. Directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana.
- 6.1.3.1.6. Fines, fees, or penalties.
- 6.1.3.1.7. Per SAMSHA requirements, meals are generally



**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**



**EXHIBIT C**

unallowable unless they are an integral part of a conference grant or specifically stated as an allowable expense in the FOA. Grant funds may be used for light snacks, not to exceed three dollars (\$3.00) per person for clients.

6.1.3.1.8. Cell phones and cell phone minutes for clients.

6.1.4. Receipts for expenses within the applicable state fiscal year.

6.1.5. Cost center reports.

6.1.6. Profit and loss report.

6.1.7. Remittance Advices from the insurances billed. Remittance Advices do not need to be supplied with the invoice, but should be retained to be available upon request.

6.1.8. Information requested by the Department verifying allocation or offset based on third party revenue received.

6.1.9. Summaries of patient services revenue and operating revenue and other financial information as requested by the Department.

7. The Contractor is responsible for reviewing, understanding, and complying with further restrictions included in the Funding Opportunity Announcement (FOA).

8. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to melissa.girard@dhhs.nh.gov, or invoices may be mailed to:

SOR Financial Manager  
Department of Health and Human Services  
105 Pleasant Street  
Concord, NH 03301

9. The Contractor agrees that billing submitted for review after twenty (20) business days of the last day of the billing month may be subject to non-payment.

10. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.

11. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

12. The Contractor must provide the services in Exhibit B , Scope of Services, in compliance with funding requirements.

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4/29/2021

Date



New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services



**EXHIBIT C**

13. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services, including failure to submit required monthly and/or quarterly reports.
14. Notwithstanding Paragraph 17 of the General Provisions P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
15. Audits
  - 15.1. The Contractor is required to submit an annual audit to the Department if any of the following conditions exist:
    - 15.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
    - 15.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
    - 15.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
  - 15.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
  - 15.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
  - 15.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.
  - 15.5. 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



**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**



**EXHIBIT C**

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.



Appendix E - Budget Form

**New Hampshire Department of Health and Human Services**  
**COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

**Instructions:** Fill out the Direct/Indirect columns only for both Contractor/Share and Funded by DHHS. Everything else will automatically populate.

Bidder/Program Name: Concord Hospital, Inc. - Leconle

Budget Request for: Access and Delivery Hub for Opioid Use Disorder Services  
 (23-307-0000-00-00000)

OC

Budget Period: 5/1/2021-4/30/2021

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$	-	\$	-	\$	-	\$	-	\$
2. Employee Benefits	\$	-	\$	-	\$	-	\$	-	\$
3. Consultants	\$	-	\$	-	\$	-	\$	-	\$
4. Equipment	\$	-	\$	-	\$	-	\$	-	\$
5. Supplies	\$	-	\$	-	\$	-	\$	-	\$
6. Travel	\$	-	\$	-	\$	-	\$	-	\$
7. Occupancy	\$	-	\$	-	\$	-	\$	-	\$
8. Current Expenses	\$	-	\$	-	\$	-	\$	-	\$
9. Software	\$	-	\$	-	\$	-	\$	-	\$
10. Marketing/Communications	\$	-	\$	-	\$	-	\$	-	\$
11. Staff Education and Training	\$	10,000.00	\$	-	\$	-	\$	10,000.00	\$
12. Subcontracts/Agreements	\$	50,222.00	\$	-	\$	-	\$	50,222.00	\$
13. Other (specific details mandatory):	\$	-	\$	-	\$	-	\$	-	\$
Flex	\$	25,000.00	\$	-	\$	-	\$	25,000.00	\$
Respite Housing	\$	24,000.00	\$	-	\$	-	\$	24,000.00	\$
Relaxation	\$	-	\$	-	\$	-	\$	-	\$
<b>TOTAL</b>	\$	109,222.00	\$	-	\$	-	\$	109,222.00	\$

Indirect As A Percent of Direct 0.0%



Appendix E - Budget Form

New Hampshire Department of Health and Human Services  
 COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Instructions: Fill out the Direct/Indirect columns only for both Contractor Share and Funded by DHHS. Everything else will automatically populate.

Slideshow/Program Name: Concord Hospital, Inc. - Leases

Budget Request for: Access and Delivery Hub for Optimal Use Disorder Services  
 (23-227-8043-46-ACCESS)

OC

Budget Period: 7/1/2021-6/30/2021

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2. Employee Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 3,000.00	\$ -	\$ 3,000.00	\$ -	\$ -	\$ -	\$ 3,000.00	\$ -	\$ 3,000.00
12. Subcontracts/Agreements	\$ 19,740.00	\$ -	\$ 19,740.00	\$ -	\$ -	\$ -	\$ 19,740.00	\$ -	\$ 19,740.00
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Flex	\$ 7,000.00	\$ -	\$ 7,000.00	\$ -	\$ -	\$ -	\$ 7,000.00	\$ -	\$ 7,000.00
Respite Housing	\$ 7,000.00	\$ -	\$ 7,000.00	\$ -	\$ -	\$ -	\$ 7,000.00	\$ -	\$ 7,000.00
Relocation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 36,740.00</b>	<b>\$ -</b>	<b>\$ 36,740.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 36,740.00</b>	<b>\$ -</b>	<b>\$ 36,740.00</b>

Indirect As A Percent of Direct 0.0%



## Appendix E - Budget Form

New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

**Instructions:** Fill out the Direct/Indirect columns only for both Contractor/Share and if funded by DHHS. Everything else will automatically populate.

Submitter/Program Name: Concord Hospital, Inc. - Locals

Budget Request for: Access and Delivery Hub for Optimal Use Disaster Services  
(23-201-8043-46-ACCE23)

SO#

Budget Period: 6/1/2021-5/30/2021

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 65,000.00	\$ -	\$ 65,000.00	\$ -	\$ -	\$ -	\$ 65,000.00	\$ -	\$ 65,000.00
2. Employee Benefits	\$ 13,820.34	\$ -	\$ 13,820.34	\$ -	\$ -	\$ -	\$ 13,820.34	\$ -	\$ 13,820.34
3. Consultants	\$ 3.00	\$ -	\$ 3.00	\$ -	\$ -	\$ -	\$ 3.00	\$ -	\$ 3.00
4. Equipment	\$ 3.00	\$ -	\$ 3.00	\$ -	\$ -	\$ -	\$ 3.00	\$ -	\$ 3.00
5. Supplies	\$ 1,500.00	\$ -	\$ 1,500.00	\$ -	\$ -	\$ -	\$ 1,500.00	\$ -	\$ 1,500.00
6. Travel	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00	\$ -	\$ 500.00
7. Occupancy	\$ 42,000.00	\$ -	\$ 42,000.00	\$ -	\$ -	\$ -	\$ 42,000.00	\$ -	\$ 42,000.00
8. Current Expenses	\$ 3.00	\$ -	\$ 3.00	\$ -	\$ -	\$ -	\$ 3.00	\$ -	\$ 3.00
9. Software	\$ 2,188.88	\$ -	\$ 2,188.88	\$ -	\$ -	\$ -	\$ 2,188.88	\$ -	\$ 2,188.88
10. Marketing/Communications	\$ 3.00	\$ -	\$ 3.00	\$ -	\$ -	\$ -	\$ 3.00	\$ -	\$ 3.00
11. Staff Education and Training	\$ 1.00	\$ -	\$ 1.00	\$ -	\$ -	\$ -	\$ 1.00	\$ -	\$ 1.00
12. Subcontracts/Agreements	\$ 25,000.00	\$ -	\$ 25,000.00	\$ -	\$ -	\$ -	\$ 25,000.00	\$ -	\$ 25,000.00
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fees	\$ 20,000.00	\$ -	\$ 20,000.00	\$ -	\$ -	\$ -	\$ 20,000.00	\$ -	\$ 20,000.00
Respite Housing	\$ 20,000.00	\$ -	\$ 20,000.00	\$ -	\$ -	\$ -	\$ 20,000.00	\$ -	\$ 20,000.00
Materials	\$ 10,000.00	\$ -	\$ 10,000.00	\$ -	\$ -	\$ -	\$ 10,000.00	\$ -	\$ 10,000.00
<b>TOTAL</b>	\$ 208,808.88	\$ -	\$ 208,808.88	\$ -	\$ -	\$ -	\$ 208,808.88	\$ -	\$ 208,808.88

Indirect As A Percent of Direct 0.0%



## Appendix E - Budget Form

New Hampshire Department of Health and Human Services											
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD											
Instructions: Fill out the Direct/Indirect columns only for both Contractor Share and Funded by DHHS. Everything else will automatically populate.											
Bidder/Program Name: Concord Hospital, Inc. - Lapar											
Budget Request for: Access and Delivery Hub for Opioid Use Disorder Services											
R53-3071-8043-86-ACCESS											
SOR #											
Budget Period: 7/1/2021-6/30/2021											
Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share				
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total		
1. Total Salary/Wages	\$ 86,500.01	\$ -	\$ 86,500.01	\$ 1,500.00	\$ -	\$ 1,500.00	\$ 85,000.01	\$ -	\$ 85,000.01		
2. Employee Benefits	\$ 11,840.51	\$ -	\$ 11,840.51	\$ 405.00	\$ -	\$ 405.00	\$ 11,235.51	\$ -	\$ 11,235.51		
3. Consultants	\$ 3.00	\$ -	\$ 3.00	\$ -	\$ -	\$ -	\$ 3.00	\$ -	\$ 3.00		
4. Equipment	\$ 3.00	\$ -	\$ 3.00	\$ -	\$ -	\$ -	\$ 3.00	\$ -	\$ 3.00		
5. Supplies	\$ 1,500.00	\$ -	\$ 1,500.00	\$ -	\$ -	\$ -	\$ 1,500.00	\$ -	\$ 1,500.00		
6. Travel	\$ 1,050.00	\$ -	\$ 1,050.00	\$ -	\$ -	\$ -	\$ 1,050.00	\$ -	\$ 1,050.00		
7. Occupancy	\$ 31,290.00	\$ -	\$ 31,290.00	\$ 1,290.00	\$ -	\$ 1,290.00	\$ 30,000.00	\$ -	\$ 30,000.00		
8. Current Expenses	\$ 753.00	\$ -	\$ 753.00	\$ 750.00	\$ -	\$ 750.00	\$ 3.00	\$ -	\$ 3.00		
9. Software	\$ 3,248.80	\$ -	\$ 3,248.80	\$ -	\$ -	\$ -	\$ 3,248.80	\$ -	\$ 3,248.80		
10. Marketing/Communications	\$ 3.00	\$ -	\$ 3.00	\$ -	\$ -	\$ -	\$ 3.00	\$ -	\$ 3.00		
11. Staff Education and Training	\$ 1,500.00	\$ -	\$ 1,500.00	\$ -	\$ -	\$ -	\$ 1,500.00	\$ -	\$ 1,500.00		
12. Subcontracts/Agreements	\$ 36,000.00	\$ -	\$ 36,000.00	\$ -	\$ -	\$ -	\$ 36,000.00	\$ -	\$ 36,000.00		
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Plan	\$ 24,182.57	\$ -	\$ 24,182.57	\$ -	\$ -	\$ -	\$ 24,182.57	\$ -	\$ 24,182.57		
Respite Housing	\$ 23,290.01	\$ -	\$ 23,290.01	\$ -	\$ -	\$ -	\$ 23,290.01	\$ -	\$ 23,290.01		
Relaxation	\$ 18,000.00	\$ -	\$ 18,000.00	\$ -	\$ -	\$ -	\$ 18,000.00	\$ -	\$ 18,000.00		
<b>TOTAL</b>	\$ 218,915.89	\$ -	\$ 218,915.89	\$ 3,915.89	\$ -	\$ 3,915.89	\$ 215,000.00	\$ -	\$ 215,000.00		
Indirect As A Percent of Direct										0.0%	



New Hampshire Department of Health and Human Services  
Exhibit D



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner  
NH Department of Health and Human Services  
129 Pleasant Street,  
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
    - 1.2.1. The dangers of drug abuse in the workplace;
    - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
    - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
    - 1.4.1. Abide by the terms of the statement; and
    - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency





New Hampshire Department of Health and Human Services  
Exhibit D

- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
    - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

Vendor Name:

4/29/2021

Date

DocuSigned by:

Scott W Sloane

Name: Scott W Sloane

Title: Chief Financial Officer





New Hampshire Department of Health and Human Services  
Exhibit E

**CERTIFICATION REGARDING LOBBYING**

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- \*Temporary Assistance to Needy Families under Title IV-A
- \*Child Support Enforcement Program under Title IV-D
- \*Social Services Block Grant Program under Title XX
- \*Medicaid Program under Title XIX
- \*Community Services Block Grant under Title VI
- \*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Vendor Name:

4/29/2021

Date

DocuSigned by:

Scott W Sloane

Name: Scott W Sloane

Title: Chief Financial Officer

DS  
SWS

Vendor Initials

Date 4/29/2021



New Hampshire Department of Health and Human Services  
Exhibit F



**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 <sup>DS</sup>



New Hampshire Department of Health and Human Services  
Exhibit F



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

**PRIMARY COVERED TRANSACTIONS**

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

**LOWER TIER COVERED TRANSACTIONS**

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
- 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

4/29/2021

Date

DocuSigned by:

Scott W Sloane

Name: Scott W Sloane

Title: Chief Financial Officer



New Hampshire Department of Health and Human Services  
Exhibit G



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

DS  
SWS

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections



New Hampshire Department of Health and Human Services  
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

4/29/2021

Date

DocuSigned by:

Scott W Sloane

Name: Scott W Sloane

Title: chief financial officer

Exhibit G

Contractor Initials

DS  
SWS

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections



New Hampshire Department of Health and Human Services  
Exhibit H



**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:

4/29/2021

Date

DocuSigned by:

Scott W Sloane

Name: Scott W Sloane

Title: Chief Financial Officer



New Hampshire Department of Health and Human Services



Exhibit I

**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. **"Breach"** shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. **"Business Associate"** has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. **"Covered Entity"** has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. **"Designated Record Set"** shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. **"Data Aggregation"** shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. **"Health Care Operations"** shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. **"HITECH Act"** means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. **"HIPAA"** means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. **"Individual"** shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. **"Privacy Rule"** shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. **"Protected Health Information"** shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

3/2014

Contractor Initials

SWS

Date 4/29/2021





New Hampshire Department of Health and Human Services

Exhibit I

- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Business Associate Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
- I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall not disclose the PHI.

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Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
- o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - o The unauthorized person used the protected health information or to whom the disclosure was made;
  - o Whether the protected health information was actually acquired or viewed
  - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available, during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate

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Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

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Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services

The State by:

Katja Fox

Signature of Authorized Representative

Katja Fox

Name of Authorized Representative  
Director

Title of Authorized Representative

5/4/2021

Date

Concord Hospital - Laconia

Name of the Contractor

Scott W Sloane

Signature of Authorized Representative

Scott W Sloane

Name of Authorized Representative

Chief Financial officer

Title of Authorized Representative

4/29/2021

Date

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New Hampshire Department of Health and Human Services  
Exhibit J



**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:

4/29/2021

Date

DocuSigned by:

Scott W Sloane

Name: SCOTT W SLOANE

Title: Chief Financial Officer



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**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.

- 073977399
1. The DUNS number for your entity is: \_\_\_\_\_
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

  x   NO            YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

           NO            YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____



## New Hampshire Department of Health and Human Services

### Exhibit K

### DHHS Information Security Requirements



#### A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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**Exhibit K**

**DHHS Information Security Requirements**



mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

**I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR**

**A. Business Use and Disclosure of Confidential Information.**

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

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request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

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wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

**III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS**

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

**A. Retention**

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a



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whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

**B. Disposition**

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

**IV. PROCEDURES FOR SECURITY**

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).



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**DHHS Information Security Requirements**



3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
  - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
  - b. safeguard this information at all times.
  - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
  - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.



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**DHHS Information Security Requirements**



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

**V. LOSS REPORTING**

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

- 1. Identify Incidents;
- 2. Determine if personally identifiable information is involved in Incidents;
- 3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
- 4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and



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**Exhibit K**

**DHHS Information Security Requirements**



5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

**VI. PERSONS TO CONTACT**

- A. DHHS Privacy Officer;

DHHSPrivacyOfficer@dhhs.nh.gov

- B. DHHS Security Officer;

DHHSInformationSecurityOffice@dhhs.nh.gov