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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

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

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

Jeffrey A. Meyers
Commissioner

Lisa Morris, MSSW
Director

May 5, 2017

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into a **sole source** amendment to an existing contract with MaineHealth, Purchase Order #1031593, Vendor # 153202-B001, 110 Free Street, Portland, Maine 04101, to continue providing poison control center services, by increasing the Price Limitation by $598,500 from $2,354,000 to an amount not to exceed $2,952,500, and by extending the Completion Date from June 30, 2017 to June 30, 2018, effective July 1, 2017 or the date of Governor and Council approval, whichever is later. This agreement was originally approved by Governor and Council on July 10, 2013, Item #47, and subsequently amended June 24, 2015, Item #45. Funds are 7% Federal Funds, 93% General Funds.

Funds are anticipated to be available in SFY 2018 upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval from Governor and Executive Council.

05-95-90-902010-1228 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, POISON CONTROL CENTER

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Total Amount
2014	102-500731	Contracts for Prog Svc	90001228	520,000	0.00	520,000
2015	102-500731	Contracts for Prog Svc	90001228	520,000	0.00	520,000
2016	102-500731	Contracts for Prog Svc	90001228	520,000	0.00	520,000
2016	102-500731	Contracts for Prog Svc	TBD	25,000	0.00	25,000
			Sub Total	$1,585,000	$0.00	$1,585,000
2017	102-500731	Contracts for Prog Svc	90001228	520,000	0.00	520,000
2017	102-500731	Contracts for Prog Svc	90001228	25,000	0.00	25,000
			Sub Total	$545,000	$0.00	$545,000
2018	102-500731	Contracts for Prog Svc	90001228	0.00	$545,000	$545,000
			Sub Total	$2,130,000	$545,000	$2,675,000

05-95-90-902510-5171 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, EMERGENCY PREPAREDNESS

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Total Amount
2014	102-500731	Contracts for Prog Svc	90077021	33,500	0.00	33,500
2015	102-500731	Contracts for Prog Svc	90077021	33,500	0.00	33,500
			Sub Total	$67,000	$0.00	$67,000

05-95-90-902510-7545 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, EMERGENCY PREPAREDNESS

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Total Amount
2016	102-500731	Contracts for Prog Svc	90077021	78,500	0.00	78,500
2017	102-500731	Contracts for Prog Svc	90077021	78,500	0.00	78,500
2018	102-500731	Contracts for Prog Svc	90077410	0.00	43,500	43,500
			Sub Total	$157,000	$43,500	$200,500

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

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Total Amount
2018	102-500731	Contracts for Prog Svc	90082801	0.00	10,000	10,000
			Sub Total	$0.00	$10,000	$10,000
			TOTAL	$2,354,000	$598,500	$2,952,500

EXPLANATION

The Department is requesting this **sole source** 12-month amendment to 1) avoid a break in service of these critical services, and 2) allow the Department adequate time to develop and publish a new Request for Proposal.

Funds in this agreement will be used to provide poison information and control services, including medical consultation, to New Hampshire residents on a 24-hour per day, 7 days a week basis. Consistent data reports will also be provided to Department based on daily activities.

As per Revised Statutes Annotated 126-A:49, New Hampshire is responsible for developing or designating a statewide program for poison information and a poison information center that provides information and medical consultation on a daily, 24 hour basis for all New Hampshire residents and health care providers.

Poison control services are critical because unintentional and intentional poisonings are a significant public health problem in New Hampshire. One of the primary functions of poison information services is to reduce unnecessary and costly utilization of emergency response, emergency department, and primary health care services. Researchers have estimated that nationally, poison center services save at least $7 in health care costs for every $1 spent.

In State Fiscal Year 16, the current contractor, MaineHealth, Northern New England Poison Center:

- Managed 11,000 New Hampshire calls, including 10,402 human exposures. The exposures generated more than 11,000 follow-up calls.
- Provided 258 in-depth consultations and reviewed 139 additional cases by board certified toxicologists. These exposures generated 11,422 follow-up calls.
- Managed 6,380 human exposures (67%) on-site. The national average of exposure cases managed on-site in 2014 was 68%.
- Had a penetrance (the number of calls per 1,000 population) for human exposures in New Hampshire of 7.2. The national penetrance for human exposure calls in 2014 was 6.7.
- Downloaded data every four to ten minutes to the National Poisoning Data System, which is operated by the American Association of Poison Control Centers.

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

Should Governor and Executive Council not authorize this Request, poison center services would cease to exist.

MaineHealth was selected for this project through a competitive bid process.

The Contractor successfully fulfilled and achieved the performance measures in the original contract. The Contractor will ensure that the following top performance measures are annually achieved and monitored monthly to measure the effectiveness of the amendment agreement:

- Increase the effectiveness of community outreach and education to the general population, older adults and health care professionals on the Poison Control Center Hotline and services to reduce unnecessary and costly utilization of emergency response, emergency department, and primary health care services.

- 90% of all non-emergent cases shall be managed in the home setting to decrease health care costs.

- 90% of all non-emergent cases regarding children under age six years of age, shall be managed at home.

Area served: Statewide.

Source of Funds: 7% Federal Funds from the US Department of Health and Human Services, Centers for Disease Control and Prevention, and 93% general Funds.

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

Respectfully submitted,

Lisa Morris, MSSW
Director

Approved by:
Jeffrey A. Meyers
Commissioner

State of New Hampshire
Department of Health and Human Services
Amendment #2 to the
Poison Control Center Services

This 2nd Amendment to the Poison Control Center Services contract (hereinafter referred to as "Amendment Two") dated this 24th day of April, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and MaineHealth, (hereinafter referred to as "the Contractor"), a corporation with a place of business at 110 Free Street, Portland, ME 04101.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on July 10, 2013, Item #47, and subsequently amended on June 24, 2015, Item #47, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to the General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract by written agreement of the parties;

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

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

1. Amend Form P-37, Block 1.6, to add Account Number: 05-95-90-903010-8280-102-500731.
2. Amend Form P-37, Block 1.7, to read June 30, 2018.
3. Amend Form P-37, Block 1.8, to increase Price Limitation by $598,500 from $2,354,000 to read: $2,952,500
4. Amend Form P-37, Block 1.9, to read Jonathan V. Gallo, Esq., Interim Director of Contracts and Procurement.
5. Amend Form P-37, Block 1.10 to read 603-271-9246.
6. Delete Exhibit A Amendment #1 in its entirety and replace with Exhibit A Amendment #2.
7. Delete Exhibit B Amendment #1 in its entirety and replace with Exhibit B Amendment #2.
8. Amend Budget to:
   - Add Exhibit B-#1 SFY 2018 Budget

This amendment shall be effective upon the date of Governor and Executive Council approval.
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

5/9/17
Date

Name: Lisa Morris, MSSW
Title: Director

CONTRACTOR NAME

5/1/17
Date

Name: ALBERT E. SWALLOW
Title: EVP/TREASURER

Acknowledgement of Contractor's signature:

State of Maine, County of Cumberland on May 4, 2017, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Mechelle Connolly
Signature of Notary Public or Justice of the Peace

Mechelle Connolly
Name and Title of Notary or Justice of the Peace

My Commission Expires:

Mechelle Connolly
Notary Public, Maine
My Commission Expires
April 4, 2019

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

OFFICE OF THE ATTORNEY GENERAL

5/22/17
Date

Name: Megan Yost
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

_____
Date

_____
Name:
Title:

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

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

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

2. Scope of Services

The Contractor shall:

2.1. Operate a poison center that meets the certification criteria established by the American Association of Poison Control Centers.

2.1.1. Provide a full time (24 hours) hotline service, utilizing the national toll free call number, 1-800-222-1222 (established by the American Association of Poison Control Centers). This hotline will answer calls for both the lay public and healthcare professionals on poisoning emergencies and basic poison prevention non-emergencies.

2.1.2. Maintain the capacity to respond to more than 12,000 calls per year.

2.1.3. Provide a plan to respond to calls from the general public which may require immediate response from emergency medical services.

2.1.4. Provide a plan to manage 90% of all non-emergent cases in the home setting.

2.1.5. Provide a plan to manage human exposure case calls from health care facilities.

2.2. With respect to data collection and dissemination:

2.2.1. Maintain a password protected means of collecting and storing case level data collected during hotline service calls from New Hampshire residents and health care providers.

2.2.2. Participate in and submit data to the National Poison Data System, a real-time surveillance system by downloading hotline call data multiple times per hour to

the National Poisoning Data System, which is operated by the American Association of Poison Control Centers.

2.2.3. Ensure data dissemination is done with sufficient aggregation to protect patient privacy unless deemed an emergency by the Department of Public Health Services where individual level data may be required to protect public health.

2.3. With respect to bioterrorism and public health emergency response planning, the Contractor shall:

2.3.1. Provide call-surge backup when requested by the Department of Health and Human Services (DHHS), Division of Public Health Services (DPHS).

2.3.2. Collaborate with the DHHS to identify and share surveillance data gleaned from poison control center activities that may serve as early warning data for public health threats and emergencies.

2.3.3. Provide ongoing education, including emergency preparedness and response training, as requested.

2.3.4. Participate, as requested, in the New Hampshire Health Alert Network notifications for both drills and actual events.

2.3.5. Provide a data report to DHHS/DPHS daily in a format consistent with the established concept of operations.

2.3.6. Review on call plan annually and update in consultation with DHHS/DPHS/BIDC.

2.3.7. The Contractor will maintain a statewide inventory of the location and ability for mobilization of poison antidotes.

2.3.8. Support the state response team on emergent chemical contamination issues by helping members of the community understand lab reports.

2.3.9. Review poisoning cases with the certified board of toxicologists as needed.

2.4. Coordinate education activities and strategies with the DHHS/DPHS' Injury Prevention Program, including participating as a member of the Injury Prevention Advisory Council. The Poison Educator shall be physically located within the Injury Prevention Program.

2.5. Send staff to meetings and/or training identified by the DHHS/DPHS.

3. Meeting Requirements

3.1. Coordinate education activities and strategies with the Division of Public Health Services' Injury Prevention Program, including participating as a member of the Injury Prevention Advisory Council.

3.2. The Poison Educator shall be physically located within the DHHS, DPHS Injury Prevention Program office.

3.3. The Poison Educator will meet with the Injury Prevention Program Manager either in person or by telephone at least once per month to discuss activities over the previous month and plans for the month(s) to come.

3.4. Present at or act as a panel member for numerous community sessions related to decreasing substance abuse.

3.5. Provide education sessions and other outreaches for the general public, health care providers, educators, and legislators, members of the media and others, in line with the above priorities.

4. Reporting Requirements

4.1. Provide a monthly report on opioid-related poisoning calls to the DPHS Injury Prevention Program, or as requested by the DHHS.

4.2. Provide semi-annual reports on both progress toward performance measures and call activity including demographics of callers, substances that caused the poisoning, general location where poisoning occurred, and other details to the DHHS Injury Prevention Program, or as requested by the DHHS.

4.3. Provide an annual report on both progress toward performance measures and call activity including demographics of callers, substances that caused the poisoning, general location where poisoning occurred, and other details to the DHHS Injury Prevention Program.

4.4. Provide call information upon request by the DHHS on poisoning topics with a 3-day turn-around or less for legislative briefings, media queries, and other projects.

5. Quality or Performance Improvement (QI/PI)

5.1. Maintain data and reporting requirements.

5.2. Provide annual reports, in a format approved by the DHHS/DPHS, documenting data collected on elements that match the data reporting requirements of the National Poison Data System.

5.3. Provide a monthly data report to the DHHS/DPHS which shall include updates on services provided, changes in trends, and any delays in service implementation.

5.4. Adhere to On-site Reviews

5.5. Allow a team or person authorized by the DHHS/DPHS to periodically review the contractor's systems of governance, administration, data collection and submission, programmatic, and financial management in order to assure systems are adequate to provide the contracted services.

5.6. Take corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this exhibit.

6. State and Federal Laws

The Contractor shall:

6.1. Be responsible for compliance with all relevant state and federal laws. Special attention is called to the following statutory responsibilities:

6.2. Ensure that all persons employed by the contractor shall comply with the reporting requirements of New Hampshire RSA 169:C, Child Protection Act; RSA 161:F46, Protective Services to Adults, RSA 631:6, Assault and Related Offences.

6.3. Publications funded under this contract shall be responsible to adhere to the requirements in Exhibit C Special Provisions, Paragraph 14. Prior Approval and Copyright Ownership.

6.4. The Contractor shall ensure equal access to quality health services and provide culturally and linguistically appropriate services and adhere to the requirements in Exhibit C Special Provisions, Paragraph 16. Limited English Proficiency (LEP).

6.5. DHHS recognizes that Contractors may choose to use subcontractors with specific expertise to perform certain services or functions for efficiency or convenience. However, the Contractor shall retain the responsibility and accountability for the function(s) for any services required by this Contract that are provided, in whole or in part, by a subcontracted agency or provider, and adhere to the requirements in Exhibit C Special Provisions, Paragraph 19. Subcontractors of this Contract.

6.6. Adhere to the Health Insurance Portability and Accountability Act requirements to maintain the confidentiality of protected health information provided by individuals who contact the poison control center in Exhibit I Health Insurance Portability Act Business Associate Agreement.

7. Staffing Provisions

The Contractor shall:

7.1. Have, at a minimum, staffing consistent with certification through the American Association of Poison Control Centers.

7.2. New Hires

7.2.1. The Contractor shall notify the DHHS/DPHS in writing within one month of hire when a new administrator, clinical coordinator, or any staff person essential to carrying out contracted services is hired to work in the program.

7.2.2. Resumes of new staff shall be submitted to DHHS/DPHS with the agency's application for funding.

7.3. Vacancies

7.3.1. The contractor must notify the DHHS/DPHS in writing if any critical position is vacant for more than one month, of if at any time funded under this contract does not have adequate staffing to perform all required services for more than one month. This may be done through a budget revision

7.3.2. Before an agency hires new program personnel that do not meet the required staff qualifications, the agency shall notify the DHHS/DPHS in writing requesting a waiver of the applicable staffing requirements. The Section may grant waiver based on the need of the program, individuals' experience, and additional training.

8. Performance Measures

8.1. The Contractor shall ensure that following performance indicators are annually achieved and monitored monthly to measure the effectiveness of the agreement:

8.1.1. Penetrance rate is a measure of the effectiveness of community outreach and education by the Contractor which, if effective, will show an increase in the number of calls (service utilization) to the Poison Control Center Hotline.

8.1.1.1. To ensure the effectiveness of the Contractor's community outreach, the contractor shall maintain or increase the 7.0 penetrance rate (the number of calls per 1,000 population) for human poison exposures in New Hampshire.

8.1.2. The Poison Educator shall attend, or send a representative to, at least 90% of the monthly Injury Prevention Advisory Council Meetings.

8.1.3. The Poison Educator shall present or attend as a panel member at least 10 educational or community outreach opportunities per year.

8.1.4. 90% of all non-emergent cases shall be managed in the home setting to decrease health care costs.

8.1.5. 90% of all non-emergent cases regarding children under age six years of age, shall be managed at home.

8.1.6. Targeted outreach and education on poison prevention to older adults should lead to an increase in the number of calls from that age group. This measure does not look to increase the number of poisonings. It seeks to increase the number of people aware of Poison Control Services and subsequently increased service utilization.

8.1.6.1. The Contractor shall ensure that adults age 60 years and older, when safe and feasible, maintain or exceed the percentage of human poisoning exposure cases at a baseline of 8.1%.

8.1.7. Targeted outreach and education on poison prevention to health care facilities should lead to an increase in the number of calls from health care professionals. This measure does not look to increase the number of poisonings. It seeks to increase the number of health care professionals aware of Poison Control Services and subsequently increased service utilization. The purpose of this task is to maintain standardized messaging and best practices for treatment of poisoning cases, and increase opportunities for data collection regarding poisonings in New Hampshire.

8.1.7.1. The contractor shall maintain or exceed the percentage of human poisoning exposure cases managed at health care facilities at a baseline of 23%.

8.1.8. 90% of the time, respond to the Department of Health and Human Service notification alerts sent during quarterly drills within 30 minutes.

8.2. Annually, the Contractor shall develop and submit to the DHHS, a corrective action plan for any performance measure that was not achieved.

Exhibit B Amendment 2

Method and Conditions Precedent to Payment

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

2) This contract is funded with:

   1.1. Federal funds from the Centers for Disease Control and Prevention, TP12-1201 HPP and PHEP Cooperative Agreements, CFDA #93.069, Federal Award Identification Number (FAIN), U90TP000535.

   1.2. Federal funds from the Centers for Disease Control and Prevention, Biomonitoring Cooperative Agreement, CFDA #93.0710, Federal Award Identification Number (FAIN), U88EH001142.

   1.3. General funds.

   1.4. The Contractor agrees to provide the services in Exhibit A Amendment #2, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the funded contractor's current and/or future funding.

3) Payment for said services shall be made monthly as follows:

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

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

   2.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available. Contractors will keep detailed records of their activities related to DHHS-funded programs and services.

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

   2.5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to: DPHScontractbilling@dhhs.nh.gov, or hard copies may be mailed to:
   Finance Administrator
   Department of Health and Human Services
   Division of Public Health Services
   29 Hazen Drive
   Concord, NH 03301

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

4) Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

Exhibit B-1 SFY 2018 Budget

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: MaineHeatlh

Budget Request for: Poison Control Center Services
(Name of RFP)

Budget Period: SFY 2018

1. Total Salary/Wages	23,779.00	2,377.90	26,156.90	10% Fixed Rate
2. Employee Benefits	4,042.05	404.21	4,446.26	10% Fixed Rate
3. Consultants	0.00	0.00	0.00	
4. Equipment:	0.00	0.00	0.00	
Rental	0.00	0.00	0.00	
Repair and Maintenance	0.00	0.00	0.00	
Purchase/Depreciation	0.00	0.00	0.00	
5. Supplies:	500.00	50.00	550.00	
Educational		0.00	0.00	10% Fixed Rate
Lab	0.00	0.00	0.00	
Pharmacy	0.00	0.00	0.00	
Medical	0.00	0.00	0.00	
Office		0.00	0.00	10% Fixed Rate
6. Travel	5,624.04	562.40	6,186.44	10% Fixed Rate
7. Occupancy	0.00	0.00	0.00	
8. Current Expenses	0.00	0.00	0.00	
Telephone	1,541.00	154.10	1,695.10	10% Fixed Rate
Postage		0.00	0.00	10% Fixed Rate
Subscriptions	2,300.00	230.00	2,530.00	10% Fixed Rate
Audit and Legal	0.00	0.00	0.00	
Insurance	0.00	0.00	0.00	
Board Expenses	0.00	0.00	0.00	
9. Software	6,353.00	635.30	6,988.30	10% Fixed Rate
10. Marketing/Communications	0.00	0.00	0.00	
11. Staff Education and Training	0.00	0.00	0.00	
12. Subcontracts/Agreements	549,947.00	0.00	549,947.00	
13. Other (specific details mandatory):	0.00	0.00	0.00	
	0.00	0.00	0.00	
	0.00	0.00	0.00	
	0.00	0.00	0.00	
	0.00	0.00	0.00	
	0.00	0.00	0.00	
TOTAL	**594,086.09**	**4,413.91**	**598,500.00**	

Indirect As A Percent of Direct 0.7%

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 MAINEHEALTH is a Maine Nonprofit Corporation registered to do business in New Hampshire as NORTHERN NEW ENGLAND POISON CENTER on February 21, 2008. 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: **591877**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 3rd day of May A.D. 2017.

William M. Gardner
Secretary of State

State of New Hampshire
Department of State

CERTIFICATE OF REGISTERED TRADE NAME
OF
NORTHERN NEW ENGLAND POISON CENTER

This is to certify that **MaineHealth** is registered in this office as doing business under the Trade Name **NORTHERN NEW ENGLAND POISON CENTER**, at 110 Free Street, Portland, ME, 04101, USA on **5/3/2017 2:53:00 PM.**

The nature of business is **Other / Poison Control Center**

Expiration Date: **5/3/2022 2:53:00 PM**

Business ID: **769611**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 3rd day of May A.D. 2017.

William M. Gardner
Secretary of State

STATE OF NEW HAMPSHIRE

CERTIFICATE OF AUTHORIZATION

I, Robert S. Frank, Secretary of MaineHealth, a Maine nonprofit corporation, do hereby certify that:

The following are the duly elected President and Executive Vice President and Treasurer of the Corporation.

NAME	OFFICE
William L. Caron, Jr.	President
Albert G. Swallow, III	Executive Vice President and Treasurer

Section 6-6 of the Bylaws provide the following:

> The Board of Trustees, shall elect a President who shall serve as the Chief Executive Officer and who shall have overall responsibility for the management of the Corporation. He shall be given the necessary authority to effect this responsibility, subject to such policies as may be adopted by the Board or any committees to which the Board has delegated power for such action. The President shall have the authority to sign and execute on behalf of MaineHealth all checks, notes, mortgages, deeds, bonds, contracts, leases and other instruments necessary to be executed in the course of the MaineHealth regular business except as otherwise provided by law or by the Board and subject to such policies or resolutions as may be adopted by the Board. The President may authorize the Treasurer or another officer or agent of MaineHealth to execute such documents or instruments in his place. He shall, unless otherwise expressly provided, be an ex-officio member of all board Committees, except the Audit Committee, with vote, and shall act as the duly authorized representative of the Board in all matters except those for which the Board has formally delegated authority to some other person or group.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Corporation this 4th day of May, 2017.

Robert S. Frank, Secretary

STATE OF MAINE
CUMBERLAND, SS

May 4, 2017

Personally appeared the above named Robert S. Frank, Secretary of MaineHealth as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said MaineHealth.

Before me

Ann W. Cook

Notary Public/Attorney at Law
Print Name: Ann W. Cook
Commission Expires: April 2, 2020

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/03/2017

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

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

PRODUCER	CONTACT NAME:	
Medical Mutual Insurance Company of Maine One City Center, PO Box 15275 Portland, ME 04112	PHONE (A/C, No, Ext): 2077752791	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Medical Mutual Ins Co of Maine	
INSURED MaineHealth 110 Free Street Portland ME 04101	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			ME CHL 000363	10/01/2016	10/01/2017	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

It is hereby agreed and understood that Northern New England Poison Center of MaineHealth is covered as an additional insured under the above described policy.

CERTIFICATE HOLDER

NH DHHS
129 Pleasant Street
Concord, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Frank W Farrin

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/3/2017

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

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

PRODUCER	CONTACT NAME: Judy Cardimino
Cross Insurance 491 Main Street P.O. Box 1388 Bangor ME 04401	PHONE (A/C, No, Ext): (207) 404-5305 FAX (A/C, No): 207-942-4678 E-MAIL ADDRESS: jcardimino@crossagency.com
INSURED	**INSURER(S) AFFORDING COVERAGE** **NAIC #**
MaineHealth 110 Free Street Portland ME 04101	INSURER A: First Maine Captive NA INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** CL16121394649 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below			1-2017 - SERVICE FEE	1/1/2017	1/1/2018	PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

It is hereby agreed and understood that Northern New England Poison Center of MaineHealth is covered as an additional insured under the above described policy

CERTIFICATE HOLDER

NH DHHS
129 Pleasant Street
Concord, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Judith Cardimino/JCO Judith Cardimino

MAINEHEALTH
Portland, Maine

BYLAWS

ARTICLE I
Name and Location

The name of this Corporation shall be MaineHealth and its location shall be Portland, Maine.

ARTICLE II
Seal

The corporate seal of the Corporation shall be circular bearing the words "MaineHealth."

ARTICLE III
Mission and Purposes

3-1. MISSION STATEMENT: MaineHealth will lead the development of the premier community care network that provides a broad range of integrated health care services for populations in Maine and northern New England. Through MaineHealth's affiliated organizations, the network will organize services along the full continuum of care necessary to improve the health status of the populations it serves in a cost effective manner.

3-2. CORPORATE PURPOSES: The Corporation is organized for the following purposes: To promote and support the provision of integrated health care services within a cost-effective system along a continuum from prevention to tertiary care for those in need regardless of race, religion, color, age, sex, sexual orientation, national origin and social or economic status; to support the advancement of the knowledge and practice of, and education and research in, medicine, surgery, nursing and all other subjects relating to the care, treatment and healing of humans, to improve the health and welfare of all persons, and to sponsor, develop and promote services and programs which are charitable, scientific or educational and which address the physical and mental needs of the communities it serves.

KPMG

MAINEHEALTH AND SUBSIDIARIES

Auditors' Reports as Required by Office of Management and Budget (OMB) Circular A-133 and *Government Auditing Standards* and Related Information

Year ended September 30, 2015

MAINEHEALTH AND SUBSIDIARIES

Table of Contents

KPMG LLP
Two Financial Center
60 South Street
Boston, MA 02111

Independent Auditors' Report

The Board of Trustees
MaineHealth:

Report on the Financial Statements

We have audited the accompanying consolidated financial statements of MaineHealth and subsidiaries (MaineHealth), which comprise the consolidated balance sheets as of September 30, 2015 and 2014, and the related consolidated statements of operations, changes in net assets, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the 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.

Auditors' Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We did not audit the 2015 financial statements of Southern Maine Health Care; Pen Bay Healthcare; Lincoln Health Group, Inc.; Waldo County Healthcare, Inc.; Maine Behavioral Healthcare; Western Maine Health Care Corporation; HomeHealth – Visiting Nurses of Southern Maine; The Memorial Hospital at North Conway, NH; or Franklin Community Health Network (collectively, the Other Consolidated Subsidiaries), which statements reflect total assets constituting 38% of consolidated total assets as of September 30, 2015 and total revenues constituting 44% of consolidated total revenues for the year then ended. Nor did we audit the 2014 financial statements of Southern Maine Health Care; Pen Bay Healthcare; Lincoln County Health Care, Inc.; Waldo County Healthcare, Inc.; Maine Behavioral Healthcare; Western Maine Health Care Corporation; HomeHealth – Visiting Nurses of Southern Maine or The Memorial Hospital at North Conway, NH (collectively, the Other Consolidated Subsidiaries), which statements reflect total assets constituting 37% of consolidated total assets as of September 30, 2014 and total revenues constituting 42% of consolidated total revenues for the year then ended. Those statements were audited by other auditors, whose reports have been furnished to us, and our opinion, insofar as it relates to the amounts included for the Other Consolidated Subsidiaries, is based solely on the reports of the other auditors. 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 audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement. The 2015 financial statements of Southern Maine Health Care; Pen Bay Healthcare; Lincoln Health Group, Inc.; Waldo County Healthcare, Inc.; Western Maine Health Care Corporation; HomeHealth – Visiting Nurses of Southern Maine; and The Memorial Hospital at North Conway, NH (collectively, the Other Consolidated Subsidiaries) were not audited in accordance with *Government Auditing Standards*. Nor were the 2014 financial statements of Southern Maine Health Care; Pen Bay Healthcare; Lincoln County Health Care, Inc.; Waldo County Healthcare, Inc.; Western Maine Health Care Corporation; HomeHealth – Visiting Nurses of Southern Maine and The Memorial Hospital at North Conway, NH (collectively, the Other Consolidated Subsidiaries) audited in accordance with *Government Auditing Standards*.

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 consolidated financial position of MaineHealth and subsidiaries as of September 30, 2015 and 2014, and consolidated results of their operations, the changes in their net assets, and their cash flows for the years then ended in accordance with U.S. generally accepted accounting principles.

Other Matters

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying supplementary schedule of expenditures of federal awards is presented for purposes of additional analysis, as required by Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, 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 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 supplementary schedule of expenditure of federal awards is fairly stated, in all material respects, in relation to the consolidated financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated February 10, 2016, on our consideration of MaineHealth'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. The purpose of that report is 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 an 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 MaineHealth's, internal control over financial reporting and compliance.

KPMG LLP

Boston, Massachusetts
February 10, 2016, except for the
supplementary schedule of expenditures of federal awards,
which is as of June 14, 2016

MAINEHEALTH AND SUBSIDIARIES

Consolidated Balance Sheets

September 30, 2015 and 2014

(In thousands)

Assets	2015	2014
Current assets:		
Cash and cash equivalents	$ 188,505	117,916
Investments	362,491	344,401
Patient accounts receivable – net	198,252	198,763
Current portion of investments whose use is limited	26,936	13,350
Inventories, prepaid expenses, and other current assets	65,259	59,570
Estimated amounts receivable under reimbursement regulations	29,772	31,041
Total current assets	871,215	765,041
Investments whose use is limited by:		
Debt agreements	28,488	10,515
Board designation	210,461	186,618
Self-insurance trust agreements	42,699	47,140
Specially designated specific purpose funds	59,397	60,256
Plant replacement funds	29,503	28,799
Funds functioning as endowment funds	100,425	113,234
Pooled life income funds	2,930	3,075
	473,903	449,637
Less current portion	26,936	13,350
	446,967	436,287
Property, plant, and equipment – net	1,040,696	980,256
Other assets	84,997	87,732
Total	$ 2,443,875	2,269,316

Liabilities and Net Assets	2015	2014
Current liabilities:		
Current portion of long-term debt	$ 17,192	19,746
Lines of credit	6,750	4,050
Accounts payable and other current liabilities	91,346	84,041
Accrued payroll, payroll taxes, and amounts withheld	68,174	58,092
Accrued earned time	53,053	49,543
Accrued interest payable	4,110	2,187
Estimated amounts payable under reimbursement regulations	97,435	91,421
Self-insurance reserves	26,983	26,293
Deferred revenue	5,421	4,962
Total current liabilities	370,464	340,335
Accrued retirement benefits	239,995	170,271
Self-insurance reserves – less current portion	31,170	30,013
Estimated amounts payable under reimbursement regulations	10,200	7,576
Long-term debt – less current portion	400,836	320,600
Other liabilities	46,013	40,614
Total liabilities	1,098,678	909,409
Net assets:		
Unrestricted	1,176,811	1,177,196
Temporarily restricted	91,813	105,842
Permanently restricted	76,573	76,869
Total net assets	1,345,197	1,359,907
Total	$ 2,443,875	2,269,316

See accompanying notes to consolidated financial statements.

MAINEHEALTH AND SUBSIDIARIES

Consolidated Statements of Operations

Years ended September 30, 2015 and 2014

(In thousands)

	2015	2014
Unrestricted revenues and other support:		
Net patient service revenue (net of contractual allowances and discounts)	$ 1,974,582	1,778,561
Provision for bad debts	97,523	102,035
Net patient service revenue – net of provision for bad debts	1,877,059	1,676,526
Direct research revenue	11,007	9,287
Indirect research revenue	2,781	2,873
Other revenue	131,525	124,433
Total unrestricted revenues and other support	2,022,372	1,813,119
Expenses:		
Salaries	1,009,028	906,026
Employee benefits	263,988	244,110
Supplies	269,561	243,287
Professional fees and purchased services	174,520	138,837
Facility and other costs	102,261	95,311
State taxes	37,188	35,012
Interest	14,661	12,326
Depreciation and amortization	115,352	106,892
Total expenses	1,986,559	1,781,801
Income from operations	35,813	31,318
Nonoperating gains (losses):		
Gifts and donations – net of related expenses	152	1,616
Interest and dividends	13,843	10,546
Recognized (loss) gain on cash flow hedge instruments	(2,614)	341
Equity in earnings of joint ventures	4,482	1,150
Contribution of net assets from acquired subsidiaries (note 1)	42,953	48,048
(Decrease) increase in fair value of investments	(24,421)	15,440
Other	(983)	(3,037)
Total nonoperating gains – net	33,412	74,104
Excess of revenues and nonoperating gains – net over expenses	69,225	105,422
Net assets released from restrictions for property, plant, and equipment	2,711	6,300
Retirement benefit plan adjustments	(70,671)	(57,602)
Change in net unrealized loss on cash flow hedge instruments	(348)	(358)
Other	(1,302)	59
(Decrease) increase in unrestricted net assets	$ (385)	53,821

See accompanying notes to consolidated financial statements.

MAINEHEALTH AND SUBSIDIARIES

Consolidated Statements of Changes in Net Assets

Years ended September 30, 2015 and 2014

(In thousands)

	2015	2014
Unrestricted net assets:		
Excess of revenues and nonoperating gains – net over expenses	$ 69,225	105,422
Net assets released from restrictions for property, plant, and equipment	2,711	6,300
Retirement benefit plan adjustments	(70,671)	(57,602)
Change in net unrealized (loss) on cash flow hedge instruments	(348)	(358)
Other	(1,302)	59
(Decrease) increase in unrestricted net assets	(385)	53,821
Temporarily restricted net assets:		
Gifts and donations	3,960	4,560
Interest and dividends	618	806
Realized and unrealized (losses) gains on investments	(9,279)	11,065
Change in present value of pooled life and charitable remainder trusts	(145)	165
Net assets released from restrictions for operations	(8,113)	(5,958)
Contribution of net assets from acquired subsidiaries (note 1)	1,641	678
Net assets released from restrictions for property, plant, and equipment	(2,711)	(6,300)
(Decrease) increase in temporarily restricted net assets	(14,029)	5,016
Permanently restricted net assets:		
Gifts and donations	1,352	1,093
Change in value of perpetual and beneficial interest trusts	(2,919)	3,647
Contribution of net assets from acquired subsidiaries (note 1)	1,271	613
(Decrease) increase in permanently restricted net assets	(296)	5,353
(Decrease) increase in net assets	(14,710)	64,190
Net assets – beginning of year	1,359,907	1,295,717
Net assets – end of year	$ 1,345,197	1,359,907

See accompanying notes to consolidated financial statements.

MAINEHEALTH AND SUBSIDIARIES

Consolidated Statements of Cash Flows

Years ended September 30, 2015 and 2014

(In thousands)

	2015	2014
Cash flows from operating activities:		
(Decrease) increase in net assets	$ (14,710)	64,190
Adjustments to reconcile increase in net assets to net cash provided by operating activities:		
Depreciation and amortization	115,573	107,122
Provision for bad debts	97,523	102,035
Amortization of bond premiums	(380)	(133)
Equity in earnings of joint ventures	(4,482)	(1,150)
Net realized and change in unrealized losses (gains) on investments	33,700	(26,505)
Net loss on cash flow hedge instruments	2,962	17
Loss on disposal of fixed assets	3,037	—
Restricted contributions and investment income	(5,560)	(6,624)
Retirement benefit plan adjustments	70,671	57,602
Net assets of acquired affiliates	(45,865)	(49,339)
Increase (decrease) in cash resulting from a change in:		
Patient accounts receivable	(88,348)	(116,319)
Inventories, prepaid expenses, and other current assets	(3,346)	(2,973)
Other assets	8,116	12,014
Accounts payable and other current liabilities	16,996	(268)
Amounts (receivable) payable under reimbursement regulations	11,575	(5,274)
Self-insurance reserves	694	3,092
Accrued retirement benefits	(947)	(5,516)
Other liabilities	(201)	(4,432)
Net cash provided by operating activities	197,008	127,539
Cash flows from investing activities:		
Purchases of investments	(1,668,790)	(1,152,370)
Proceeds from sales of investments	1,620,980	1,122,584
Decrease in other assets	(4,177)	(10,861)
Distributions from joint ventures	4,862	4,796
Purchases of property, plant, and equipment	(145,958)	(118,427)
Proceeds from sale of fixed assets	108	350
Beginning cash balance of acquired subsidiaries	911	14,092
Net cash used in investing activities	(192,064)	(139,836)
Cash flows from financing activities:		
Payments of long-term debt	(63,218)	(47,850)
Proceeds from issuance of long-term debt	123,303	65,317
Restricted contributions and investment income	5,560	4,124
Deferred financing costs paid	—	(124)
Net cash provided by financing activities	65,645	21,467
Net increase in cash and cash equivalents	70,589	9,170
Cash and cash equivalents – beginning of year	117,916	108,746
Cash and cash equivalents – end of year	$ 188,505	117,916
Supplemental information:		
Interest paid on long-term indebtedness	$ 16,355	12,913
Issuance of capital leases	880	369

See accompanying notes to consolidated financial statements.

(1) Reporting Entity

Organization

MaineHealth (MH) is the parent of Maine Medical Center (MMC), Southern Maine Health Care (SMHC), Pen Bay Healthcare (PBH), LincolnHealth Group (LHG) (formerly Lincoln County Health Care, Inc.) , Waldo County Healthcare (WCH), Maine Behavioral Healthcare (MBH), Western Maine Health Care Corporation (WMHCC), NorDx, HomeHealth Visiting Nurses (HomeHealth), The Memorial Hospital at North Conway, N.H. (TMH), Franklin Community Health Network (FCHN), Maine Physician Hospital Organization, Inc. (MPHO), Synernet, Inc. (Synernet), MaineHealth Cardiology, MaineHealth Accountable Care Organization, LLC (MaineHealth ACO), and Geriatric Resource Network, (collectively, MaineHealth).

The purpose of MaineHealth is to lead the development of a premier community care network that provides a broad range of integrated health care services for populations in Maine and northern New England. Through MaineHealth's member organizations, the network provides services along the full continuum of care as necessary to improve the health status of the populations it serves. As such, revenue includes those generated from direct patient care services, amounts earned from incentive and risk arrangements, the provision of medical education and training services, sundry revenue generated from the operations of the subsidiaries, fund-raising conducted to support the activities of MaineHealth and its subsidiaries, and investment earnings.

Acquisitions

On October 1, 2014, MaineHealth became the sole corporate member of FCHN. Membership in the MaineHealth System will provide FCHN with opportunities to improve the health of the communities in the greater Franklin County region, strengthen the ability to provide high quality, safe patient care to local communities, while striving to increase access to tertiary services and lowering health care costs. No consideration was transferred in connection with the FCHN acquisition.

The consolidated statement of operations for 2015 includes the operations of FCHN. In 2015, the consolidated statement of operations includes unrestricted revenue and other support of approximately $80,300,000 and excess of revenues over expenses of approximately $2,019,000.

The amounts assigned to major assets and liabilities at the acquisition date are as follows (in thousands):

Current assets	$	13,990
Property, plant, and equipment		31,705
Other noncurrent assets		29,694
Current liabilities		(8,603)
Long-term liabilities		(20,921)
Contribution received	$	45,865

As a result of the acquisition, MaineHealth's unrestricted net assets were increased by $42,953,000 as a contribution of net assets from acquired subsidiaries, temporarily restricted net assets were increased by

(Continued)

$1,641,000 and permanently restricted net assets were increased by $1,271,000. There was no fair value adjustment required to account for the acquisition. If the acquisition had occurred on October 1, 2013, MaineHealth's excess of revenues and nonoperating gains – net over expenses would have decreased by $1,140,000, unrestricted net assets would have increased by $42,950,000, temporarily restricted net assets would have increased by $1,640,000 and permanently restricted net assets would have increased by $1,270,000.

Effective January 1, 2014, MaineHealth became the sole corporate member of TMH. The acquisition of TMH provides opportunities to improve the health of people in New Hampshire's Mount Washington Valley and strengthens the ability of TMH to provide high quality, safe patient care while striving to realize efficiencies and lower health care costs. No consideration was transferred in connection with the TMH acquisition.

The consolidated statement of operations for 2014 includes the operations of TMH since the date of acquisition. In 2014, the consolidated statement of operations includes unrestricted revenue and other support of approximately $47,510,000 related to TMH and excess of revenues and nonoperating gains – net over expenses of approximately $1,535,000.

The amounts assigned to TMH's major assets and liabilities at the acquisition date were as follows (in thousands):

Current assets	$	29,285
Property, plant, and equipment		37,184
Other noncurrent assets		20,721
Current liabilities		(10,668)
Long-term liabilities		(27,183)
Contribution received	$	49,339

As a result of the acquisition, MaineHealth's unrestricted net assets were increased by $48,048,000 as a contribution of net assets from acquired subsidiaries, temporarily restricted net assets were increased by $678,000 and permanently restricted net assets were increased by $613,000.

The FCHN and the TMH transactions were accounted for as an acquisition in accordance with Accounting Standards Codification (ASC) 958-805, *Not-for-profit Mergers and Acquisitions*, which required the assets and liabilities to be accounted for at fair value, as of the date of acquisition. The fair value of the net assets at the date of acquisition were recognized as a contribution of net assets from acquired subsidiaries as part of nonoperating gains, temporarily restricted net assets, and permanently restricted net assets based on the donor restrictions, if any, on such net assets.

(2) Significant Accounting Policies

(a) Basis of Presentation

The accompanying consolidated financial statements include the accounts of MaineHealth. The consolidated financial statements have been presented in conformity with accounting principles

generally accepted in the United States of America (GAAP) consistent with the Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) Topic 954, *Health Care Entities*, and other pronouncements applicable to health care organizations. The assets of any member of the consolidated group may not be available to meet the obligations of other members in the group, except as disclosed in note 10. Upon consolidation, intercompany transactions and balances have been eliminated.

(b) Use of Estimates

The preparation of financial statements in conformity with 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 consolidated financial statements. Estimates also affect 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, the fair value of financial instruments, amounts receivable and payable under reimbursement regulations, asset retirement obligations (AROs), retirement benefits, self-insurance reserves, and the fair values of assets and liabilities acquired in business combinations accounted for as acquisitions.

(c) Cash and Cash Equivalents

Cash and cash equivalents include investments in highly liquid debt securities purchased with a maturity at the date of purchase of three months or less, excluding amounts classified as investments whose use is limited.

(d) Investments

Investments are stated at fair value. The recorded value of investments in hedge funds and limited partnerships is based on fair value as estimated by management using information provided by external investment managers. As a practical expedient, MaineHealth measures the fair value of these investments on the basis of the net asset value (NAV) per share (or its equivalent). MaineHealth believes that these valuations are a reasonable estimate of fair value as of September 30, 2015 and 2014, but are subject to uncertainty and, therefore, may differ from the value that would have been used had a market for the investments existed. Such differences could be material. Certain of the hedge fund and limited partnership investments have restrictions on the withdrawal of the funds see note 7. Investments are classified as current assets based on the availability of funds for current operations. Investment income or loss (including realized and unrealized gains and losses on investments, interest, and dividends) is included in the excess of revenues and nonoperating gains – net over expenses, unless the income or loss is restricted by donor or law. The accounting for the pension plan assets is disclosed in note 7.

As provided for under ASC Topic 825, *Financial Instruments*, MaineHealth made the irrevocable election to report investments and investments whose use is limited at fair value with changes in value reported in the excess of revenues and nonoperating gains – net over expenses. As a result of this election, MaineHealth reflects changes in the fair value, including both increases and decreases in value whether realized or unrealized, in its excess of revenues and nonoperating gains – net over expenses.

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 values of investments will occur in the near term and that such changes could materially affect the amounts reported in the consolidated financial statements.

(e) Investments Whose use is Limited

Investments whose use is limited primarily include investments held by trustees under debt agreements, self-insurance trust agreements, and designated investments set aside by the Board of Trustees (of member Boards) for purposes over which those Boards retain control and may at its discretion subsequently use for other purposes. In addition, investments whose use is limited include investments restricted by donors for specific purposes or periods, as well as investments restricted by donors to be held in perpetuity by MaineHealth, and the related appreciation on those investments. Amounts required to meet current liabilities of MaineHealth have been classified as current assets.

(f) Other Assets

Other assets include investments in joint ventures, goodwill, estimated insurance recoveries, noncurrent receivables, and MaineHealth's beneficial interest in charitable remainder trusts and perpetual trusts.

(g) Property, Plant, and Equipment

Property, plant, and equipment are recorded at cost, or at fair value at the date of acquisition, if acquired in a business combination accounted for using the acquisition method of accounting. Depreciation is provided over the estimated useful life of each class of depreciable assets and is computed using the straight-line method. Interest costs incurred on borrowed funds during the period of construction of capital assets are capitalized as a component of the cost of acquiring those assets. MaineHealth recorded capitalized interest of approximately $1,836,000 and $1,014,000 for the years ended September 30, 2015 and 2014, respectively.

Gifts of long-lived assets, such as land, building, or equipment, are reported as increases in unrestricted net assets and are excluded from the excess of revenue and nonoperating gains – net over expenses. Gifts of long-lived assets with explicit restrictions that specify how the assets are to be used and gifts of cash or other assets that must be used to acquire long-lived assets are reported as restricted support. Absent explicit donor stipulations about how long those long-lived assets must be maintained, expirations of donor restrictions are reported when the donated or acquired long-lived assets are placed in service.

(h) Impairment of Long-Lived Assets

Long-lived assets to be held and used are reviewed for impairment whenever circumstances indicate that the carrying amount of an asset may not be recoverable. Long-lived assets to be disposed of are reported at the lower of carrying amount or fair value, less cost to sell.

(i) Asset Retirement Obligations (ARO)

AROs 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. Subsequent to initial recognition, MaineHealth records period-to-period changes in the ARO liability resulting from the passage of time, increases or decreases in interest expense, and revisions to either the timing or the amount of the original expected cash flows to the related assets.

(j) Accounting for Defined Benefit Pension and Other Postretirement Plans

MaineHealth recognizes the overfunded or underfunded status of its defined benefit and postretirement plans as an asset or liability in its consolidated balance sheets. Changes in the funded status of the plans are reported as a change in unrestricted net assets presented below the excess of revenues and nonoperating gains – net over expenses in its consolidated statements of operations and changes in net assets in the year in which the changes occur.

The measurement of benefit obligations and net periodic benefit cost is provided by third-party actuaries based on estimates and assumptions approved by MaineHealth's management. These valuations reflect the terms of the plans and use participant-specific information, such as compensation, age, and years of service, as well as certain assumptions, including estimates of discount rates, expected long-term rate of return on plan assets, rate of compensation increases, interest-crediting rates, and mortality rates.

(k) Temporarily and Permanently Restricted Net Assets

Temporarily restricted net assets are those whose use by MaineHealth has been limited by donors or law to a specific time period or purpose. Permanently restricted net assets reflect the original value of gifts that have been restricted by donors to be maintained by MaineHealth in perpetuity.

(l) Beneficial Interests in Perpetual Trusts

Beneficial interests in perpetual trusts consist of MaineHealth's proportionate share of the fair value of assets held by trustees in trust for the benefit of MaineHealth in perpetuity, the income from which is available for distribution to MaineHealth periodically. The assets held in trust consist primarily of cash equivalents and marketable securities. The fair values of perpetual trusts are measured using the net asset value as a practical expedient. Such amounts are included in donor-restricted assets in the accompanying consolidated balance sheets. Distribution from beneficial interests in perpetual trusts is included in nonoperating gains, unless restricted by donors.

(m) Excess of Revenues and Nonoperating Gains – Net over Expenses

The consolidated statements of operations include excess of revenues and nonoperating gains – net over expenses as the performance indicator. Changes in unrestricted net assets, which are excluded from excess of revenues and nonoperating gains – net over expenses, consistent with industry practice, include the effective portion of changes in the fair value of cash flow hedge instruments, retirement benefit plan adjustments, 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), and capital grants.

(Continued)

(n) Consolidated Statements of Operations

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

(o) Net Patient Service Revenue

Net patient service revenue is reported at estimated net realizable amounts from patients, third-party payors, and others for services rendered and 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 and Medicaid programs 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.

(p) Free Care

MaineHealth provides care without charge or at amounts less than its established rates to patients who meet certain criteria under its Board-established free care policies. Because MaineHealth does not pursue collection of amounts determined to qualify as free care, they are not reported as net patient service revenue.

(q) Bad Debts

MaineHealth recognizes a provision for bad debts in establishing an allowance for services provided which may ultimately be uncollectible. The amount of the allowance for bad debts is based on historical trends and current market conditions.

(r) Direct and Indirect Research Revenue and Related Expenses

Revenue related to research grants and contracts is recognized as the related costs are incurred. Indirect costs relating to certain government grants and contracts are reimbursed at fixed rates negotiated with the government agencies. Research grants and contracts are accounted for as exchange transactions. Amounts received in advance of incurring the related expenditures are recorded as unexpended research grants and are included in deferred revenue.

(s) Other Revenue

Revenue which is not related to patient medical care but is central to the day-to-day operations of MaineHealth is included in other revenue. This revenue includes cafeteria sales, medical school revenue, grant revenue, rental revenue, meaningful use incentive payments, net assets released from restrictions for operations, and other support services revenue.

(t) Meaningful Use

MaineHealth is in the process of fully implementing Electronic Health Record Technology (EHR). MaineHealth qualified and applied for meaningful use incentive payments from Medicare and

Medicaid related to the implementation of EHR as provided for under the Health Information Technology for Economic and Clinical Health Act. As a result, MaineHealth recognized $7,636,000 and $12,536,000 of other revenue associated with these payments for the years ended September 30, 2015 and 2014, respectively.

(u) Gifts and Donations

Unconditional promises to give cash and other assets to MaineHealth are reported at fair value at the date the promise is received. Unconditional promises to give that are expected to be collected in future years are recorded at the present value of estimated future cash flows. The discounts on those amounts are computed using a risk-free rate applicable to the year in which the promise is received. Amortization of the discount is included in contribution revenue. Conditional promises to give are recognized when the conditions are substantially met. The gifts are reported as either temporarily or permanently restricted net assets 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, temporarily restricted net assets are reclassified as unrestricted net assets and reported in the consolidated statements of operations as net assets released from restrictions, which is included in other revenue. Donor-restricted contributions whose restrictions are met within the same year received are reported as unrestricted contributions in the accompanying consolidated financial statements.

(v) Self-Insurance Reserves

The liabilities for outstanding losses and loss-related expenses and the related provision for losses and loss-related expenses include estimates for losses incurred but not reported as well as losses pending settlement. Such liabilities are based on estimates and, while management believes the amounts provided are adequate, the ultimate liability may be greater than or less than the amounts provided. As a result, there is at least a reasonable possibility that recorded estimates will change by a material amount in the near term. The methods for making such estimates and the resulting liability are actuarially reviewed on an annual basis, and any necessary adjustments are reflected in current operations.

(w) Income Tax Status

The Internal Revenue Service has previously determined that MaineHealth and its subsidiaries (except Maine Medical Partners (MMP), MPHO, and Synernet) are organizations as described in Section 501(c)(3) of the Internal Revenue Code (IRC) and are exempt from federal income taxes on related income pursuant to Section 501(a) of the IRC. MMP had significant net operating loss carryovers at September 30, 2015 and 2014. A valuation allowance has been provided for the entire deferred tax benefit for the net operating losses, due to uncertainty of realization. MMP, MPHO, and Synernet did not have material taxable income in 2015 and 2014. Accordingly, no provision for income taxes has been made in the accompanying consolidated financial statements.

MaineHealth recognizes the effect of income tax positions only if those positions are more likely than not of being sustained. Recognized income tax positions are measured at the largest amount of benefit that is greater than fifty percent likely to be realized upon settlement. Changes in measurement are

reflected in the period in which the change in judgment occurs. MaineHealth did not recognize the effect of any income tax positions in either 2015 or 2014.

(x) Reclassifications

Certain amounts in the 2014 consolidated financial statements have been reclassified to conform to the 2015 presentation.

(y) Recently Issued Accounting Pronouncements

Effective in the year ended September 30, 2015, MaineHealth retrospectively adopted the provisions of ASU No. 2015-07, Fair Value Measurement: *Disclosures for Investments in Certain Entities that Calculate Net Asset Value (NAV) per Share (or its Equivalent)* (ASU 2015-07), which removes the requirement to classify within the fair value hierarchy table in Levels 2 or 3 investments in certain funds measured at NAV as a practical expedient to estimate fair value. ASU 2015-07 requires that any NAV-measured investments excluded from the fair value hierarchy table be summarized as an adjustment to the table so that total investments can be reconciled to the consolidated balance sheet. The adoption resulted only in changes to MaineHealth's investment disclosures. As a result of this adoption, the September 30, 2014 fair value hierarchy table was restated to reflect the removal of NAV measured investments aggregating $69,032,000 in Level 2 and $29,462,000 in Level 3.

Effective in the year ended September 30, 2015, MaineHealth retrospectively adopted the provisions of the FASB Accounting Standards Update (ASU) No. 2015-03, *Simplifying the Presentation of Debt Issuance Costs*. ASU 2015-03 is limited to simplifying the presentation of debt issuance costs, and the recognition and measurement guidance for debt issuance costs is not affected by the ASU. As a result of the adoption, MaineHealth has reclassified unamortized bond issuance costs in the amount of $3,084,000 from other assets on the accompanying consolidated balance sheet for the year ended September 30, 2014, and presented the amount as a reduction of long-term debt, as required by the ASU. The adoption had no effect on MaineHealth's consolidated net assets, or consolidated statement of cash flows for the year ended September 30, 2015.

(3) Community Benefit Programs

As a non-profit organization dedicated to community service, MaineHealth provides many services for the community in addition to its range of health care services and programs. We support our communities by implementing best practice interventions ranging from prevention and wellness to disease management. These services and programs include evidenced-based programs to improve care and outcomes for people suffering from chronic diseases such as diabetes, asthma, chronic obstructive pulmonary disease and behavioral health issues. MaineHealth also provides training and education opportunities for healthcare providers and physician leaders that focus on achieving patient-centered healthcare. In addition, our system works to ensure patients receive excellent coordination of care through our transitions of care programs. MaineHealth also offers, through its Access to Care program, donated healthcare services and free or low-cost medications to low-income and uninsured patients.

A wide range of community health improvement and prevention programs support our efforts to promote healthy lifestyles. MaineHealth's healthy lifestyle programs include initiatives that target both children and adults in the community. Engaging community health professionals and provider organizations, community partners, family members and local and state government is a key component to the successful implementation and continued effectiveness of these programs. Our tobacco cessation program, through highly trained Tobacco Treatment Educators, provides ongoing support to our community healthcare providers with the goal of reducing tobacco use. This program also offers a free confidential coaching service in support of Maine residents who seek to quit the use of tobacco. Other community health improvement programs include healthy lifestyle, oral health, healthy weight, and childhood immunization initiatives.

(4) Net Patient Service Revenue

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

(a) *Medicare and State Medicaid Programs* – Maine Medical Center, Southern Maine Health Care, Pen Bay Medical Center and Franklin Memorial Hospital are paid at prospectively determined rates for inpatient and outpatient services rendered to Medicare and Medicaid beneficiaries. Inpatient rates vary according to a patient classification system that is based on clinical diagnosis and other factors. Outpatient services are paid based on a prospective rate per ambulatory visit/procedure. LincolnHealth, Waldo County General Hospital (a subsidiary of WCH), Stephens Memorial Hospital (a subsidiary of WMHCC) and TMH are Critical Access Hospitals reimbursed at cost for services provided to Medicare and Medicaid beneficiaries for certain services. Cost reimbursable services are paid at an interim rate with final settlement determined after submission, review and audit of annual cost reports by MaineHealth and audited thereof by the Medicare administrative contractor, the State of Maine and the State of New Hampshire.

Several MaineHealth hospitals receive disproportionate share (DSH) payments. These payments are made to qualifying hospitals to cover the costs of providing care to low income patients. These payments are subject to audit by the Centers for Medicare and Medicaid and are, therefore, subject to change. These amounts are recorded as net patient service revenue.

In 2004, the State of Maine, established several health care provider taxes (State taxes). The enactment of the State taxes allowed the State of Maine to add revenues to the State of Maine General Fund while minimizing the potential of lost federal matching funds in the MaineCare program. The hospital-specific portion of the State taxes is based on a percentage of those hospital's net patient service revenue. Taxes on nursing homes are based on 6% of net patient service revenue. The State of New Hampshire levies a provider tax on New Hampshire hospitals known as the MET. The tax is based on hospital net patient service revenue and on the number of occupied ICF beds.

The State of New Hampshire established a Medicaid Enhancement Tax program in 1991. This program taxes hospital services at approximately 5.5% of net patient service revenues. The State of New Hampshire also levies a tax on intermediate care facilities at approximately 5.5%.

For the years ended September 30, 2015 and 2014, MaineHealth recorded State taxes of approximately $37,188,000 and $35,012,000, respectively.

(b) *Nongovernmental Payors* – MaineHealth also has entered into payment agreements with certain commercial insurance carriers, health maintenance organizations, and preferred provider organizations. The basis for payment to MaineHealth under these agreements includes prospectively determined rates per discharge, discounts from established charges, and prospectively determined daily rates.

(c) *Uninsured Patients* – For uninsured patients that do not qualify for free care, MaineHealth recognizes revenue on the basis of its standard rates for services provided (or on the basis of discounted rates, if negotiated or provided by policy). Based on historical experience, a significant portion of uninsured patients will be unable or unwilling to pay for the services provided.

(d) *Allowance for Bad Debts and Free Care* – Accounts receivable are reduced by an allowance for bad debts and free care. In evaluating the collectability of accounts receivable, MaineHealth analyzes its past history and identifies trends for each of its major payor sources of revenue to estimate the appropriate allowance for bad debts and provision for bad debts. Management regularly reviews data about these major payor sources of revenue in evaluating the sufficiency of the allowance for bad debts. For receivables associated with services provided to patients who have third-party coverage, MaineHealth analyzes contractually due amounts and provides an allowance for bad debts and a provision for bad debts, if necessary. For receivables associated with self-pay patients, MaineHealth records a significant provision for bad debts in the period of service on the basis of its past experience, which indicates that many patients are unable or unwilling to pay the portion of their bill for which they are financially responsible. The difference between the standard rates and the amounts actually collected after all reasonable collection efforts have been exhausted is charged off against the allowance for bad debts.

MaineHealth provides care without charge or at amounts less than its established rates to patients who meet certain criteria under its Board-established free care policy. Because MaineHealth does not pursue collection of amounts determined to qualify as free care, they are not reported as net patient service revenue. MaineHealth estimates the costs associated with providing charity care by calculating a ratio of total cost to total gross charges, and then multiplying that ratio by the gross charges associated with providing care to patients eligible for free care. The estimated cost of caring for charity care patients for the

years ended September 30, 2015 and 2014, was $50,589,000 and $45,062,000, respectively. Funds received from gifts and grants to subsidize charity services provided for the years ended September 30, 2015 and 2014, were $612,000 and $480,000, respectively.

Net patient service revenue (after contractual allowances and discounts), recognized during the years ended September 30, 2015 and 2014, from these major payor sources, is as follows (in thousands):

		2015	2014
Medicare	$	664,641	596,707
State Medicaid Programs		253,929	247,695
Anthem Blue Cross and Blue Shield		387,069	356,018
Other third-party payors		598,258	508,008
Patients		70,685	70,133
Net patient service revenue (after contractual allowances and discounts)		1,974,582	1,778,561
Provision for bad debts		97,523	102,035
Net patient service revenue – net of provision for bad debts	$	1,877,059	1,676,526

Net patient service revenue for the years ended September 30, 2015 and 2014, consists of the following (in thousands):

		2015	2014
Gross charges:			
Inpatient services	$	619,378	517,311
Inpatient ancillary services		1,075,566	948,081
Outpatient services		2,015,650	1,816,802
		3,710,594	3,282,194
Deductions from gross charges:			
Contractual adjustments		1,640,069	1,406,562
Free care		95,943	97,071
		1,736,012	1,503,633
Net patient service revenue (net of contractual allowance and discounts)		1,974,582	1,778,561
Provision for bad debts		97,523	102,035
Net patient service revenue – net of provision for bad debts	$	1,877,059	1,676,526

(Continued)

Net patient service revenue in 2015 and 2014 included approximately $17,049,000 and $17,275,000, respectively, primarily as a result of favorable settlements with third-party payors regarding prior years.

(5) Patient Accounts Receivable

Patient accounts receivable consists of the following at September 30, 2015 and 2014, (in thousands):

		2015	2014
Patient accounts receivable	$	564,139	573,751
Less:			
Allowances for contractual adjustments and advance payments from third-party reimbursing agencies		243,312	249,818
Allowances for bad debts and free care		122,575	125,170
Patient accounts receivable – net	$	198,252	198,763

MaineHealth establishes an allowance for bad debts and free care based on the amount and age of self-pay and commercial accounts. MaineHealth has not changed its free care or uninsured discount policies during fiscal years 2015 or 2014. MaineHealth does not maintain a material allowance for bad debts from third-party payors nor did it have significant write offs from third-party payors.

(6) Investments and Investments whose use is Limited

The composition of investments and investments whose use is limited at September 30, 2015 and 2014, is set forth as follows (in thousands):

		2015	2014
Investments (current assets)	$	362,491	344,401
Investments whose use is limited		473,903	449,637
Total	$	836,394	794,038
Cash equivalents	$	71,196	200,456
Fixed income securities - bonds		429,467	301,352
Equity investments - stocks		263,456	217,953
Investment in real property		2,242	2,097
Common collective trusts		4,544	4,904
Limited partnerships		13,718	15,314
Hedge funds		51,771	51,962
Total	$	836,394	794,038

(Continued)

Investments whose use is limited include amounts required by debt agreements and amounts restricted by donors. The Board also segregates certain unrestricted net assets as Board designated in order to make provision for future capital improvements, to fund self-insured professional and general liability and workers' compensation risks, and to provide for other specific purposes.

Investments whose use is limited by debt agreements include debt service funds, which are composed of semiannual deposits to fund principal and interest payments, and construction funds. These investments are held pursuant to the requirements of the outstanding Revenue Bonds and Revenue Refunding Bonds.

The current portion of investments whose use is limited at September 30, 2015 and 2014, is composed of the following (in thousands):

		2015	2014
Trusteed under debt agreements	$	22,413	8,336
Self-insurance trusts		4,523	5,014
Total	$	26,936	13,350

Investment income and net gains and losses on investments and investments whose use is limited, cash equivalents, and other investments for the years ended September 30, 2015 and 2014, consist of the following (in thousands):

		2015	2014
Unrestricted net assets:			
Interest and dividends	$	13,843	10,546
Change in fair value of investments		(24,421)	15,440
		(10,578)	25,986
Temporarily restricted net assets:			
Interest and dividends		618	806
Realized and unrealized (losses) gains on investments		(9,279)	11,065
		(8,661)	11,871
Total	$	(19,239)	37,857

(7) Fair Value of Financial Instruments

(a) Fair Value Measurements

MaineHealth classifies its investments into Level 1, which refers to securities valued using quoted prices from active markets for identical assets and Level 2, which refers to securities not traded on an active market, but for which observable market inputs are readily available. Assets and liabilities are classified in their entirety based on the lowest level of input that is significant to the fair value measurement.

(Continued)

(b) Asset Valuation Techniques

Valuation techniques maximize the use of relevant observable inputs and minimize the use of unobservable inputs. The following is a description of the valuation methodologies used for assets measured at fair value. There have been no changes in the methodologies used at September 30, 2015 and 2014.

Cash equivalents – The investments strategy for these are low-risk, low-return, highly liquid investments, typically with a maturity of three months or less, including US Government, T bills, bank certificates, corporate commercial paper or other money market instruments that are based on quoted prices and are actively traded.

Fixed income securities-bonds – These securities are investments in corporate or sovereign bonds and notes, certificates of deposit, or other loans providing a periodic payment and eventual return of principal at maturity. Certain corporate bonds and notes are valued at the closing price reported in the active market in which the bond is traded. Other corporate bonds and notes are valued based on yields currently available on comparable securities of issuers with similar credit ratings. When quoted prices are not available for identical or similar bonds, the bond is valued under a discounted cash flow approach that maximizes observable inputs, such as current yields of similar instruments, but includes adjustments for certain risks that may not be observable, such as credit and liquidity risks.

*Equity investments-stock*s – These investments include marketable equity securities, mutual funds, exchange traded, and closed-end funds. The fair value of marketable equity securities are principally based on quoted market prices. Exchange-traded funds and closed-end funds are valued at the last sale price or official closing price on the exchange or system on which they are principally traded. Investments in mutual funds are valued at their NAV at year-end. These funds are required to publish their daily NAV and to transact at that price. The mutual funds held are deemed to be actively traded.

Investment in Real Property – Investments in real property are valued yearly at fair value, using the market approach, as determined by comparable sales data beginning on the date of acquisition.

Common/Collective Trusts – These include diverse investments in securities issued by the U.S Treasury and global bond funds using the Common Collective Trust vehicle to obtain lower expense ratios. These investments are designed to generate attractive risk-adjusted returns. The fair value of common collective trusts are based on the NAV of the fund, representing the fair value of the underlying investments, which are generally securities traded on an active market. The NAV as provided by the trustee, is used as a practical expedient to estimate fair value. .

Limited partnerships – These include investments in offshore and private equity funds. They have objectives of capital appreciation with absolute returns over the medium and long term. These investments are designed to generate attractive risk-adjusted returns. The estimated fair values of limited partnerships for which quoted market prices are not readily available, are determined based upon information provided by the fund managers. Such information is generally based on NAV of the fund, which is used as a practical expedient to estimate fair values. The limited partnerships invest primarily in readily available marketable equity securities. The limited partnerships allocate gains, losses, and expenses to the partners based on ownership percentage as described in the respective partnership agreements.

(Continued)

Hedge funds – The investments are inclusive of a variety of types of equity, debt, and derivative investments, designed to mitigate volatility while generating equity like returns. The estimated fair values of limited partnerships and hedge funds, for which quoted market prices are not readily available, are determined based upon information provided by the fund managers. Such information is generally based on NAV of the fund, which is used as a practical expedient to estimate fair value. The hedge funds invest primarily in readily marketable equity securities. The hedge funds allocate gains, losses, and expenses to the partners based on ownership percentage as described in the respective hedge fund agreements.

The following methods and assumptions were used by MaineHealth in estimating the fair value of MaineHealth's financial instruments that are not measured at fair value on a recurring basis for disclosures in the consolidated financial statements:

Interest Rate Swaps – MaineHealth uses inputs other than quoted prices that are observable to value the interest rate swaps. MaineHealth considers these inputs to be Level 2 inputs in the context of the fair value hierarchy. The fair value of the net interest rate swap liabilities was $11,696,000 and $10,694,000 at September 30, 2015 and 2014, respectively. These values represent the estimated amounts MaineHealth would receive or pay to terminate agreements, taking into consideration current interest rates and the current creditworthiness of the counterparty. The fair value of interest rate swap agreements are reported in other long-term liabilities.

Pledges Receivable – The current yields for 1 to 10-year U.S. Treasury notes are used to discount pledges receivable. MaineHealth considers these yields to be a Level 2 input in the context of the fair value hierarchy. Pledges received were discounted at rates ranging from 0.25% to 1.37% in fiscal year 2015. Pledges received were discounted at rates ranging from 0.11% to 1.78% in fiscal year 2014. Outstanding pledges receivable in 2015 and 2014, which have been recorded within other long-term assets at fair value, totaled approximately $3,167,000 and $3,819,000, respectively.

Receivables and Payables – The carrying value of MaineHealth's receivables and payables approximate fair value, as maturities are very short term.

Long-Term Debt – The fair value of the bonds and notes payable is estimated based on discounted cash flow with interest at current rates based on similar issues, which are significant observable inputs and are categorized as Level 2 for purposes of valuation disclosure. The fair market value of MaineHealth's long-term debt payable at September 30, 2015 and 2014 approximates the recorded value.

(Continued)

MaineHealth's investments at fair value set forth by level within the fair value hierarchy at September 30, 2015 and 2014, are as follows:

	September 30, 2015			
	Investments Measured at NAV	Quoted Prices in Active Markets (Level 1)	Significant Other Observable Inputs (Level 2)	Total
Cash equivalents, net of receivables and payables	$ —	71,196	—	71,196
Long term investments:				
Fixed income securities-bonds	14,251	272,639	142,577	429,467
Equity investments-stocks	11,256	252,200	—	263,456
Investment in real property	677	—	1,565	2,242
Common/collective trust	4,544	—	—	4,544
Limited partnerships	13,718	—	—	13,718
Hedge funds	51,771	—	—	51,771
Total long term investments	96,217	524,839	144,142	765,198
Total investments	96,217	596,035	144,142	836,394
Beneficial interest in trusts	37,669	—	—	37,669
Total	133,886	596,035	144,142	874,063

	September 30, 2014			
	Investments Measured at NAV	Quoted Prices in Active Markets (Level 1)	Significant Other Observable Inputs (Level 2)	Total
Cash equivalents, net of receivables and payables	$ —	200,456	—	200,456
Long term investments:				
Fixed income securities-bonds	11,665	131,145	158,542	301,352
Equity investments-stocks	14,229	203,724	—	217,953
Investment in real property	420	—	1,677	2,097
Common/collective trust	4,904	—	—	4,904
Limited partnerships	15,314	—	—	15,314
Hedge funds	51,962	—	—	51,962
Total long term investments	98,494	334,869	160,219	593,582
Total investments	98,494	535,325	160,219	794,038
Beneficial interest in trusts	40,276	—	—	40,276
Total	138,770	535,325	160,219	834,314

(Continued)

The information regarding the fair value measurements of the assets held by MMC's defined benefit pension plan (see note 13) at September 30, 2015 and 2014, is as follows (in thousands):

	September 30, 2015			
	Investments Measured at NAV	Quoted Prices in Active Markets (Level 1)	Significant Other Observable Inputs (Level 2)	Total
Cash equivalents, net of receivables and payables	$ —	(6,519)	—	(6,519)
Long term investments:				
Fixed income securities-bonds	—	7,974	29,488	37,462
Equity investments-stocks	—	294,412	—	294,412
Common/collective trust	52,994	—	—	52,994
Limited partnerships	28,095	—	—	28,095
Hedge funds	90,628	—	—	90,628
Total long term investments	171,717	302,386	29,488	503,591
Total investments	171,717	295,867	29,488	497,072

	September 30, 2014			
	Investments Measured at NAV	Quoted Prices in Active Markets (Level 1)	Significant Other Observable Inputs (Level 2)	Total
Cash equivalents, net of receivables and payables	$ —	809	—	809
Long term investments:				
Fixed income securities-bonds	—	7,439	39,474	46,913
Equity investments-stocks	—	292,564	—	292,564
Common/collective trust	62,449	—	—	62,449
Limited partnerships	29,305	—	—	29,305
Hedge funds	89,225	—	—	89,225
Total long term investments	180,979	300,003	39,474	520,456
Total investments	180,979	300,812	39,474	521,265

(c) Liquidity

Equity investments, fixed income investments, investments in real property, common collective trusts, limited partnerships, hedge funds and beneficial interest in perpetual trusts are redeemable at NAV under the terms of the subscription and/or partnership agreements. Investments, including short-term investments, with daily liquidity generally do not require any notice prior to withdrawal. Investments with monthly, quarterly or annual redemption frequency typically require notice periods ranging from 30 to 180 days. The long term investments fair value are broken out below by their redemption

(Continued)

frequency as of September 30, 2015 and 2014 for both the investments and MMC's defined benefit pension plan.

MaineHealth Investments
September 30, 2015

Liquidity - NAV Measured Investments	Daily	Monthly	Quarterly	Annual	Illiquid	Total
Fixed income securities - bonds	—	7,788	3,260	—	3,203	14,251
Equity investments - stocks	—	7,785	95	—	3,376	11,256
Investment in real property	—	—	—	—	677	677
Common collective trust	—	4,544	—	—	—	4,544
Limited partnerships	—	6,191	7,527	—	—	13,718
Hedge funds	5,451	21,194	12,668	12,458	—	51,771
Beneficial interest in perpetual trusts	—	—	—	—	37,669	37,669
	5,451	47,502	23,550	12,458	44,925	133,886

MaineHealth Investments
September 30, 2014

Liquidity - NAV Measured Investments	Monthly	Quarterly	Annual	Illiquid	Total
Fixed income securities - bonds	6,548	2,867	—	2,250	11,665
Equity investments - stocks	4,606	5,655	1,412	2,556	14,229
Investment in real property	—	—	—	420	420
Common collective trust	4,904	—	—	—	4,904
Limited partnerships	—	15,314	—	—	15,314
Hedge funds	27,309	12,242	12,411	—	51,962
Beneficial interest in perpetual trusts	—	—	—	40,276	40,276
	43,367	36,078	13,823	45,502	138,770

(Continued)

MMC's Defined Benefit Pension Investments
September 30, 2015

Liquidity - NAV Measured Investments		Daily	Monthly	Quarterly	Annual	Total
Common/collective trusts	$	—	52,994	—	—	52,994
Limited partnerships		—	—	20,434	7,661	28,095
Hedge funds		15,754	36,702	26,496	11,676	90,628
	$	15,754	89,696	46,930	19,337	171,717

MMC's Defined Benefit Pension Investments
September 30, 2014

Liquidity - NAV Measured Investments		Daily	Monthly	Quarterly	Annual	Total
Common/collective trusts	$	—	62,449	—	—	62,449
Limited partnerships		—	—	21,704	7,601	29,305
Hedge funds		—	51,355	26,388	11,482	89,225
	$	—	113,804	48,092	19,083	180,979

Investments with a redemption frequency of illiquid may include lock-ups with definite expiration dates, restricted shares and side pockets, as well as private equity and real assets funds where MaineHealth has no liquidity terms until the investments are sold by the fund manager. MaineHealth has total capital commitments for alternative investments outstanding of $3,361,000 and $1,913,000 at September 30, 2015 and 2014 respectively. Specific short-term investments within MaineHealth's portfolio will be used to fund this commitment. Investments associated with beneficial interests in perpetual trust agreements have been categorized as illiquid because they are not available to support operations.

(d) Transfers between Levels

The availability of observable market data is monitored to assess the appropriate classification of financial instruments within the fair value hierarchy. Changes in economic conditions or model-based valuation techniques may require the transfer of financial instruments from one fair value level to another. In such instances, the transfer is reported at the beginning of the reporting period. There were no transfers between Level 1 and Level 2 for the years ended September 30, 2015 and 2014.

The valuation methods as described in note 7(b) may produce a fair value calculation that may not be indicative of what the management would realize upon disposition or reflective of future fair values. Furthermore, although management believes its valuation methods are appropriate and consistent with methods employed by 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.

(8) Property, Plant, and Equipment

Property, plant, and equipment at September 30, 2015 and 2014, consist of the following (in thousands):

	2015	2014
Land and land improvements	$ 93,210	80,981
Buildings	1,113,173	999,051
Equipment	874,388	760,966
Construction in progress	93,384	66,065
Total	2,174,155	1,907,063
Less accumulated depreciation	1,133,459	926,807
Total	$ 1,040,696	980,256

Depreciation expense for the years ended September 30, 2015 and 2014, was approximately $113,780,000 and $106,020,000, respectively. At September 30, 2015 and 2014, the remaining commitment on construction contracts was approximately $30,392,000 and $18,931,000, respectively. The value of property, plant, and equipment acquisitions in accounts payable at September 30, 2015 and 2014, was approximately $4,672,000 and $3,775,000, respectively. Total equipment under capital leases included in the table above is approximately $21,229,000 and $19,172,000 as of September 30, 2015 and 2014, respectively. Accumulated amortization relating to the equipment under capital leases was approximately $7,069,000 and $7,025,000 in September 2015 and 2014, respectively and is included in accumulated depreciation.

Information Technology Investment

MaineHealth has made and continues to make a significant investment in its information technology. A significant project to acquire and implement an ambulatory electronic health record began in 2007 and was expanded in 2010 to include the inpatient electronic health record system and other financial systems. The current project budget is approximately $262,850,000 and is expected to be completed in 2017. At present, the project scope does not include the recent acquisitions of The Memorial Hospital or Franklin Community Health Network, see note 1. Approximately $223,271,000 had been expended as of September 30, 2015.

(Continued)

(9) Other Assets

Other assets at September 31, 2015 and 2014, consist of the following (in thousands):

	2015	2014
Grants, notes, and pledges receivable	$ 7,073	6,810
Investments in joint ventures	13,359	13,733
Goodwill and intangible assets	1,764	1,694
Estimated insurance recoveries	6,743	4,821
Beneficial interest in perpetual and charitable remainder trusts	38,682	41,516
Other	17,376	19,158
Total	$ 84,997	87,732

MaineHealth has investments in various joint ventures. The Maine Heart Center and the MMC Physician Hospital Organization, Inc., ventures are physician and hospital collaborations, which manage risk and provide incentives to deliver high-quality, cost-effective patient care. New England Rehabilitation Hospital of Portland is an acute care rehabilitation facility. Maine Molecular Imaging, LLC provides mobile PET/CT imaging services. MaineHealth's investments in these joint ventures are accounted for using the equity method of accounting as its ownership in each joint venture is greater than 20% and less than or equal to 50%.

MaineHealth's investments in joint ventures, excluding investments accounted for using the cost method, include the following as of September 30, 2015 and 2014 (in thousands):

	2015				
Name of joint venture	Ownership percentage	Total assets	Long-term debt	Share of net assets	Share of earnings
New England Rehabilitation Hospital of Portland	50%	$ 19,514	7,030	5,051	4,187
Maine Heart Center	50%	13,984	—	639	126
Maine Molecular Imaging, LLC	48%	906	—	603	691
MMC Physician Hospital Organization	50%	2,828	—	674	(51)
Concentra Maine, Inc	49%	1,886	—	1,120	714
Pine Tree Insurance	74%	8,902	—	2,429	6
		$ 48,020	7,030	10,516	5,673

(Continued)

Name of joint venture	2014 Ownership percentage	Total assets	Long-term debt	Share of net assets	Share of earnings
New England Rehabilitation Hospital of Portland	50%	$ 21,274	8,113	5,450	4,361
Maine Heart Center	50%	11,798	—	514	(37)
Maine Molecular Imaging, LLC	48%	821	—	467	402
MMC Physician Hospital Organization	50%	5,086	—	723	(236)
Concentra Maine, Inc	49%	1,956	—	1,644	870
Northern New England Accountable Care Collaborative	20%	2,910	—	933	(1,067)
Pine Tree Insurance	76%	12,245	—	1,019	(1,912)
		$ 56,090	8,113	10,750	2,381

(Continued)

(10) Long-Term Debt and Revolving Lines of Credit

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

Name of Issue	Interest Rate	Type of rate	Final maturity	2015	2014
Revenue Bonds:					
Maine Health and Higher Educational Facilities Authority:					
FCHN - Series 2006F	4.0%-5.0%	Fixed	2036	$ 11,615	—
FCHN - Series 2011C	2.0%-5.0%	Fixed	2032	7,178	—
LHG - Series 2011A	4.0% -5.0%	Fixed	2031	13,227	14,257
MMC - Series 2014	3.0%-5.0%	Fixed	2044	79,675	—
MMC - Series 2011A	4.0%-5.0%	Fixed	2030	13,198	13,858
MMC - Series 2008A	0.03%	Variable	2036	38,700	81,460
PBH - Series 2014A	3.0%-5.0%	Fixed	2025	4,841	5,616
PBH - Series 2008C	3.0%-5.0%	Fixed	2038	5,161	5,301
PBH - Series 2007A	4.0%-5.0%	Fixed	2030	10,650	11,753
PBH - Series 2007B	4.0% - 5.0%	Fixed	2027	3,877	4,152
MBHC - Series 2012A	2.0%-5.0%	Fixed	2032	17,542	18,397
SMHC - Series 2007A	4.0%-4.75%	Fixed	2026	3,294	3,554
SMHC - Series 2006F	4.0% - 5.0%	Fixed	2026	14,699	15,859
WCHI - Series 2014A	3.0%-5.0%	Fixed	2028	5,307	5,605
WMHCC - Series 2014	2.0%-5.0%	Fixed	2044	5,290	—
Finance Authority of Maine:					
MaineHealth - Series 2014	2.36%	Fixed	2025	65,491	43,990
SMHC	2.91%	Fixed	2033	15,310	13,807
New Hampshire Health and Education Facilities Authority:					
TMH - Series 2006	5.25%	Fixed	2036	17,775	18,235
Notes Payable:					
LHG	4.21%	Fixed	2027	3,017	3,180
MH	1.85%	Variable	2020	12,486	13,338
MH	1.85%	Variable	2020	10,764	11,051
MH	3.42%	Fixed	2025	4,813	3,526
SMHC	Libor + 1.5% (1.7%)	Variable	2017	3,407	3,551
Maine Health and Higher Educational Facilities Authority:					
PBHC	3.11%	Fixed	2024	4,172	4,594
Other, including capital leases				39,844	43,847
Total bonds, loans, notes payable and capital leases before bond issuance costs and premiums				411,333	338,931
Less unamortized bond issuance costs				(4,578)	(3,084)
Add unamortized premiums net of discounts				11,273	4,499
Total bonds, loans, notes payable and capital leases				418,028	340,346
Less portion classified as current liabilities				17,192	19,746
				$ 400,836	320,600

(Continued)

Annual principal maturities of long-term debt for the five fiscal years after September 30, 2015, and the years thereafter, are as follows (in thousands):

	Bonds and notes	Capital lease obligations
2016	$ 14,074	3,913
2017	16,541	2,401
2018	24,198	2,122
2019	20,899	1,965
2020	21,423	1,505
Years thereafter	297,357	12,176
	$ 394,492	24,082
Less amount representing interest under capital lease obligations		7,241
		$ 16,841

The Board of Trustees of MMC adopted a system funding agreement and a Corporate Model Master Trust Indenture (the Indenture) and the Board of Trustees of MaineHealth adopted a system funding agreement and a Parent Model Master Trust Indenture. These actions resulted in the creation of an Obligated Group for the MaineHealth system (the Obligated Group). MaineHealth subsidiaries that are Designated Affiliates of the Obligated Group (the Designated Affiliates) have access to lower cost capital and less restrictive debt covenants. MaineHealth subsidiaries that are designated affiliates include MMC, SMHC, Stephens Memorial Hospital, Spring Harbor Hospital (a subsidiary of MBH), and St. Andrews Hospital (a subsidiary of LCHC). The Designated Affiliates are indirectly liable for the debt service on the obligations issued under the Indenture for each participant. MMC must remain a part of the Obligated Group and has approval authority over new subsidiaries requesting participation in the Obligated Group. On September 30, 2015 and 2014, the Obligated Group had obligations totaling approximately $216,804,000 and $173,256,000, respectively that are covered under the Parent Model Master Trust Indenture.

Certain of the Maine Health and Higher Educational Facilities Authority (MHHEFA) Revenue Bonds and Revenue Refunding Bonds were issued under the terms of a Master Trust Indenture Agreement. Under the terms of the bonds, certain MaineHealth members are required to maintain deposits with a trustee. Such deposits are included with investments whose use is limited in the consolidated balance sheets. The bonds also require that the members of the Obligated Group satisfy certain measures of financial performance (including a minimum debt service coverage ratio) as long as the bonds are outstanding. Management is not aware of any noncompliance with such covenants at September 30, 2015. Other outstanding debt agreements also require the borrowers to satisfy certain financial covenants. PBH, who is not a member of the Obligated Group, is required to maintain, for each fiscal year, a ratio of income available for debt service to annual debt service of 1.20 in accordance with each entity's respective note agreements with MHHEFA. At September 30, 2015 PBH has not met this ratio. As a result of this non-compliance PBH has engaged a financial counselor to assist with a review of financial performance and to establish an appropriate action plan.

(Continued)

The Series 2008A bondholders have the option to put the bonds back to MMC. Such bonds would be subject to remarketing efforts by the remarketing agent. To the extent that such remarketing efforts were to be unsuccessful, the nonmarketable bonds would be purchased from the proceeds of letter of credit agreements with banks, which expire on October 3, 2018. If the letter of credit agreements are not extended or replaced, the bonds must either be tendered or converted to long-term fixed-rate bonds. If tendered, MMC, pursuant to the loan agreement, would be precluded from instructing the remarketing agent to conduct an auction with the bonds to be sold on a variable-rate basis, and the bonds would be purchased from the proceeds of the expiring letter of credit agreement. Bonds purchased from the proceeds of the letter of credit agreement are converted to Bank Bonds and are payable over 10 years. The Series 2008A bonds have been classified in accordance with the scheduled maturities contained in the bond agreements in the accompanying consolidated balance sheets.

In January 2015, Maine Health and Higher Educational Facilities Authority (MHHEFA) issued tax exempt revenue bonds for MaineHealth Issue, Series 2014, which totaled $85,105,000. The MMC portion of this issuance of $79,675,000 was used to finance renovations and equipment for the Bean Building and to refinance a portion of MHHEFA Revenue Bonds, Series 2008A totaling $42,760,000. The bond issue includes $27,865,000 of serial bonds with maturities from 2015 through 2034 and carries interest rates from 2.0% to 5.0%. The bond issue also includes term bonds of $24,290,000 due in 2039 and $27,520,000 due in 2044 with interest rates of 5.0% and 4.0%, respectively. The balance of the proceeds $5,430,000 will be used by Stephens Memorial Hospital Association, a subsidiary of Western Maine Health Care Corporations, to finance construction of and equipment for a new medical office building. These bonds were issued under the MaineHealth Master Trust Indenture and through the Obligated Group.

MaineHealth established an information systems project, known as the SeHR (Shared electronic Health Record) Project that will implement a system-wide integrated electronic health record system and financial system. The SeHR Project is an integrated suite of technology solutions to support the healthcare delivery for MaineHealth members, providers and the communities MaineHealth serves. Initial funding for the SeHR Project was drawn from cash reserves held by MaineHealth and many of the subsidiary members.

In Fiscal Year 2014, additional funding for the SeHR Project was acquired by MaineHealth through loan agreements that provide borrowings of up to a combined $101,500,000 under both tax-exempt interest and taxable interest debt instruments. MaineHealth issued a tax exempt revenue bond through the Finance Authority of Maine (FAME) and entered into a bond purchase agreement for the direct placement of these bonds with TD Bank, N.A. for up to $94,800,000. MaineHealth also entered into a term loan with TD Bank, N.A. for up to $6,700,000 to be drawn upon in support of the SeHR Project.

Repayment of the debt instruments will be the responsibility of MaineHealth and certain system members deemed "SeHR Affiliates" under a project specific system funding agreement called the "SeHR System Funding Agreement" (SFA). The SFA outlines the requirements of participation of MaineHealth and each SeHR Affiliate. The SeHR Affiliates means the following subsidiaries of MaineHealth: Maine Medical Center, HomeHealth- Visiting Nurses of Southern Maine, Lincoln Health Group, NorDx, Pen Bay Healthcare, Southern Maine Health Care, Waldo County Healthcare, Inc., and Western Maine Health Care Corporation.

The obligations of MaineHealth under the debt instruments with TD Bank, N. A. were allocated to each SeHR Affiliate based on percentages stated in the SFA. The SFA also requires each SeHR Affiliate to fund

(Continued)

a Debt Service Reserve Fund to be held by an agent determined by MaineHealth. In the event any SeHR Affiliate fails to pay its allocable share of the loan obligations and the amounts due to the Debt Service Reserve Fund, then the remaining SeHR Affiliates will be obligated to fund that shortfall based on its allocable share as a percentage of the total of the nondefaulting SeHR Affiliates.

Deferred financing costs of $4,578,000 in 2015 and $3,084,000 in 2014 are reported as a component of long-term debt and represent the costs incurred in connection with the issuance of the bonds. These costs are being amortized over the term of the bonds. Amortization expense for the years ended September 30, 2015 and 2014, was approximately $199,000 and $216,000, respectively. The original issue discount/premium is amortized/accreted over the term of the related bonds using the effective interest method.

MaineHealth and its subsidiaries have various lines of credit available totaling $54,400,000 and $53,899,000 in 2015 and 2014, respectively, at various interest rates ranging from to 1.7% to 3.3% at September 30, 2015 and maturing at various dates through 2016. At September 30, 2015 and 2014, $6,750,000 and $4,050,000, respectively, was outstanding under these lines of credit.

Interest Rate Swaps

The estimated fair values of the interest rate swap agreements at September 30, 2015 and 2014, and the change in their fair values for the years then ended are as follows (in thousands):

Instrument	Associated debt	Estimated fair value		Gain (loss) recognized in net assets (effective portion)		Gain (loss) recognized in excess of revenues over expenses		Notional amount	
		2015	2014	2015	2014	2015	2014	2015	2014
Nonhedged contracts:									
Floating to fixed rate swap	2008 Bonds	$ (8,095)	(7,536)	—	—	(2,473)	(385)	25,000	38,650
Floating to fixed rate swap	Bank notes	(1,632)	(1,911)	—	—	279	929	15,322	29,255
Constant Maturity swap	2008A Bonds	1,274	1,181	—	—	93	(339)	25,000	25,000
Forward starting swap	2011A Bonds	223	104	—	—	119	87	15,430	17,080
Hedged contracts:									
Floating to fixed rate swap	2008A Bonds	(3,466)	(2,532)	(348)	(358)	(632)	49	15,685	16,000
		$ (11,696)	(10,694)	(348)	(358)	(2,614)	341	96,437	125,985

The fair values of the interest rate swap agreements are reported in other long-term liabilities. The change in fair value of the effective portion of the interest rate swap agreements that qualify for hedge accounting are reported as a change in unrestricted net assets. The change in fair value of the interest rate swap agreements that do not qualify for hedge accounting (including any ineffective portion of qualifying hedge instruments) are reported as a nonoperating activity. MaineHealth has reported the net periodic interest rate settlement on the interest rate swaps as a component of interest expense in the consolidated statements of operations. In January 2015, MMC partially terminated a portion of the 2008A Bond swaps. This resulted in a loss of $1,960,000 which is included in the recognized loss on cash flow hedge instruments in the consolidated statement of operations.

The primary risk managed by MaineHealth's derivative instruments is interest rate risk. MaineHealth uses interest rate swaps to modify its exposure to interest rate risk by converting a portion of its variable-rate

borrowings to a fixed-rate basis, thus reducing the impact of interest rate changes on future interest expense. MaineHealth also uses other interest rate swaps to restructure its interest rate exposure by utilizing swaps with different maturity and basis techniques.

These interest rate, basis, and constant maturity swaps involve counterparty credit risk exposure. The counterparties are major financial institutions that at one time met MaineHealth's criteria for financial stability and creditworthiness. In each interest rate swap agreement, the counterparty is required to provide a Credit Support Annex. If the counterparty's debt is rated below certain levels and there is a counterparty liability, the counterparty is required to post collateral.

(11) Self-Insurance Trusts and Reserves

Certain MaineHealth entities are partially self-insured for professional and general liability risks. These entities share risk above certain amounts with an insurance company for all claims related to the partially self-insured plans. MaineHealth maintains separate trusts for professional and general liability insurance. MaineHealth funds these trusts based upon actuarial valuations and historical experience. Self-insurance reserves for self-insured unpaid claims and incidents are estimated using actuarial valuations, historical payment patterns, and current trends. Self-insurance reserves are recorded in the period the claim or incident occurs and adjusted in future periods as additional data becomes known.

All other entities purchase professional and general liability insurance on a claims-made basis. As of September 30, 2015 and 2014, there are no known claims outstanding, which, in the opinion of management, will be settled for amounts in excess of insurance coverage. These entities intend to renew coverage on a claims-made basis and anticipate that such coverage will be available. As of September 30, 2015 and 2014, an accrual for estimated claims incurred but not reported was recorded. An estimated recovery related to such claims is included in the consolidated financial statements at September 30, 2015 and 2014.

MaineHealth provides health and dental insurance for its employees through a self-insured plan administered by MaineHealth. Self-insurance reserves for unpaid claims and incidents are carried at MaineHealth.

With the exception of TMH and FCHN, MaineHealth provides workers compensation insurance for its employees through a self-insured plan administered by MaineHealth. Self-insurance reserves are carried at MaineHealth for unpaid claims and settlements are estimated using actuarial valuations. Self-insurance reserves are recorded in the period the incident occurs and adjusted in future periods as additional data becomes known. TMH is fully insured through New Hampshire Employers Insurance Company and FCHNM participates in a workers'compensation insurance plan through an industry cooperative. Current funding levels are considered adequate to meet future claims. Excess insurance has been purchased to mitigate the cooperative's exposure on an individual basis.

(12) Asset Retirement Obligations

MaineHealth has previously recognized a liability for the fair value of its asset retirement obligation (ARO). The liability is related to the estimated costs to remove the asbestos contained within MaineHealth's facilities. The ARO is reported with other liabilities.

(Continued)

A reconciliation of liabilities for AROs at September 30, 2015 and 2014, is as follows (in thousands):

		2015	2014
Asset retirement obligations – beginning of year	$	17,136	17,066
Accretion expense		447	447
Remediation		(459)	(377)
Asset retirement obligations – end of year	$	17,124	17,136

(13) Retirement Benefits

(a) Defined Benefit Pension Plan

MMC sponsors a defined benefit pension plan (the Plan) covering all grandfathered employees that work 750 or more hours in a plan year. Effective January 1, 2014, all new hires are excluded from participation in the Plan. Such employees will be eligible to participate in the defined contribution plan (The Maine Medical Center 403(b) Retirement Plan). The Plan was also amended effective January 1, 2011, to change the basis of a participant's accrued benefit. Prior to January 1, 2011, accrued benefits were based on final average pay. Effective January 1, 2011, for participants hired on or before December 31, 2009, there is a benefit based on the participant's final average pay through December 31, 2020, and years of service through December 31, 2010.

For participants currently employed or hired on or after January 1, 2010, but before January 1, 2014, accrued benefits are based on a cash balance formula that became effective January 1, 2011. A participant's cash balance account is increased by an annual cash balance contribution for participants with 750 hours of service, and interest credits in accordance with the terms of the amended Plan document. The annual cash balance contribution is determined by applying a rate based on age and years of service to the participant's annual compensation. Interest credits are equal to a percentage of the participant's cash balance account on the first day of the Plan year and are credited on the last day of the Plan year prior to payment of the annual cash balance contribution. Except for certain instances, the rate of interest used to determine the interest credit for a Plan year is 5%. Retiring or terminating employees have the option to receive a lump-sum payment, annuity, or transfer to another qualified plan in accordance with the terms of the amended Plan document.

MMC's funding policy is to contribute amounts to fund current service cost and to fund over 30 years the estimated accrued benefit cost arising from qualifying service prior to the establishment of the Plan. The assets of the Plan are held in trust and are invested in a diversified portfolio that includes temporary cash investments, marketable equity securities, mutual funds, U.S. Treasury notes, corporate bonds and notes, hedge funds, and other funds.

(Continued)

(b) Defined Benefit Postretirement Medical Plan

As of May 1, 2015, Maine Medical Center retirees who were enrolled in the Over 65 Retiree Group Companion Plan have transitioned to supplemental retiree health insurance options offered through a private Medicare Exchange engaged by Maine Medical Center and the Companion Plan was curtailed. Transitioned retirees, certain future retirees who are all currently age 65 or older, and their spouses, are each eligible for a $1,100 employer contribution to a Health Reimbursement Account (HRA) if they meet the same eligibility requirements outlined above. All other Maine Medical Center retirees who become Medicare eligible are also eligible to obtain supplemental coverage through the private Medicare Exchange but are not eligible for the employer contribution to the HRA.

Effective January 1, 2016 under age 65 retirees no longer have the option to enroll in the Under 65 Retiree Medical Plan. Retirees enrolled in the plan on or before December 31, 2015 will be grandfathered until such time as they age into Medicare coverage at age 65. Grandfathered retirees will continue to pay 100% of the cost (with the exception of those retirees enrolled as a result of the Voluntary Early Retirement Window in 2013). These retirees by a special agreement pay the active employee rate for either three years or until they turn 65 whichever is sooner.

(Continued)

The activity in the plan and postretirement medical plan using valuation dates of September 30, 2015 and 2014, consists of the following (in thousands):

	Defined benefit pension plan		Postretirement medical plan	
	2015	2014	2015	2014
Net periodic benefit cost:				
Service cost	$ 29,464	27,382	8	—
Interest cost	30,575	30,011	355	469
Expected return on plan assets	(41,188)	(39,021)	—	—
Amortization of:				
Actuarial loss	19,329	14,387	150	108
Prior service credit	(1,462)	(1,462)	(141)	(23)
Net periodic benefit cost	$ 36,718	31,297	372	554
Change in benefit obligation:				
Benefit obligation – beginning of year	$ 679,903	600,635	9,700	9,404
Service cost	29,464	27,382	8	—
Interest cost	30,575	30,011	355	469
Plan amendment	—	—	(2,457)	
Actuarial loss (gain)	17,729	70,606	(392)	345
Benefits paid	(26,576)	(47,191)	(689)	(518)
Expenses paid	(2,138)	(1,540)	—	—
Benefit obligation – end of year	$ 728,957	679,903	6,525	9,700
Change in plan assets:				
Net assets of plan – beginning of year	$ 521,265	493,635	—	—
Actual return on plan assets	(32,479)	39,361	—	—
Employer contribution	37,000	37,000	689	518
Benefits paid	(26,576)	(47,191)	(689)	(518)
Expenses paid	(2,138)	(1,540)	—	—
Net assets of plan – end of year	497,072	521,265	—	—
Net amount recognized	$ (231,885)	(158,638)	(6,525)	(9,700)

(Continued)

The accumulated benefit obligation for the defined benefit pension plan was $694,984,000 and $643,032,000 for the years ended September 30, 2015 and 2014.

Unrestricted net assets at September 30, 2015 and 2014, include unrecognized losses of $322,294,000 and $250,227,000, respectively, related to the Plans. Of this amount, $20,395,000 is expected to be recognized in net periodic pension cost in 2016. The loss in 2015 was due to the change in the mortality table and investment performance. The loss in 2014 was primarily due to changes in the discount rate used to determine the benefit obligation, changes in other actuarial assumptions, and variances in demographic experience compared to prior assumptions.

The assumptions of the Plan as of September 30, 2015 and 2014, are as follows:

	2015	2014
Measurement date	September 30	September 30
Census date	January 1	January 1
Used to determine net periodic pension cost:		
Discount rate	4.61%	5.13%
Rate of compensation increase	3.00	3.00
Expected long-term rate of return on plan assets	8.00	8.00
Used to determine benefit obligation:		
Discount rate	4.82	4.61
Rate of compensation increase for 2014 and 2015	2.75	2.75
Rate of compensation increase for 2016 and after	3.00	3.00

The expected long-term rate of return on plan assets for the Plan reflects MMC's estimate of future investment returns (expressed as an annual percentage) taking into account the allocation of plan assets among different investment classes and long-term expectations of future returns on each class.

The targeted allocation for the Plan investments are: debt securities – 30.0%, U.S. equity securities – 22.5%, international equity securities – 17.5%, emerging market equity securities – 5.0%, natural resources – 10.0%, and alternative investments – 15.0%. The Plan's investments as of September 30, 2015 and 2014, are disclosed in note 7.

The Plan's overall financial objective is to provide sufficient assets to satisfy the retirement benefit requirements of the Plan's participants. This objective is to be met through a combination of contributions to the Plan and investment returns. The long-term investment objective for the Plan is to attain a total return (net of investment management fees) of at least 5% per year in excess of the rate of inflation measured by the Consumer Price Index. The nature and duration of benefit obligations, along with assumptions concerning asset class returns and return correlations, are considered when determining an appropriate asset allocation to achieve the investment objectives.

Investment policies and strategies governing the assets of the Plan are designed to achieve the financial objectives within prudent risk parameters. Risk management practices include the use of external investment managers, the maintenance of a portfolio diversified by asset class, investment approach, and

(Continued)

security holdings, and the maintenance of sufficient liquidity to meet benefit obligations as they come due.

The medical inflation assumption used for measurement purposes in the per capita cost of covered health care benefits for the Postretirement Medical Plan was 7.0% annual rate of increase for the years ended September 30, 2015 and 2014. This rate was assumed to gradually decrease to 5.0% by 2019 and remain at that level thereafter. A 1% increase in the medical inflation rate would cause an approximately $2,000 increase in the benefit obligation, whereas a 1% reduction would cause a $2,000 reduction in the benefit obligation.

The weighted average discount rates used in determining the accumulated postretirement medical benefit obligation were 4.82% and 4.61% for the years ended September 30, 2015 and 2014, respectively. The weighted average discount rates used in determining the net periodic postretirement medical benefit cost were 4.61% and 4.28% for fiscal year ended September 30, 2015 and 5.13% for the fiscal year ended September 30, 2014, respectively. As the postretirement medical plan is unfunded, no assumption was required as to the long-term rate of return on assets.

Future benefits are expected to be paid as follows at September 30, 2015 (in thousands):

	Defined benefit pension plan	Postretirement medical plan (net of retiree contributions)
Years ending September 30:		
2016	$ 38,475	721
2017	42,505	691
2018	45,493	632
2019	49,579	606
2020	53,821	579
2021–2025	304,201	2,466

The estimated expected contribution to be made during 2016 is $40,000,000.

(c) Defined Contribution Pension Plans

MaineHealth subsidiaries sponsor various defined contribution plans, which benefit substantially all of their employees. Amounts expensed under these plans were approximately $19,104,000 and $16,100,000 in 2015 and 2014, respectively.

(14) Net Assets

(a) Temporarily Restricted Net Assets

Temporarily restricted net assets are restricted primarily for health care services at September 30, 2015 and 2014, and consist of the following (in thousands):

		2015	2014
Donor-restricted specific purpose funds	$	15,056	15,156
Accumulated appreciation on permanently restricted net assets		72,138	85,252
Plant replacement funds		1,293	2,002
Pooled life and charitable remainder trusts		3,326	3,432
	$	91,813	105,842

(b) Permanently Restricted Net Assets

Permanently restricted net assets at September 30, 2015 and 2014, consist of investments to be held in perpetuity, the income from which is expendable primarily to support the care of patients (in thousands):

		2015	2014
Endowment funds	$	38,904	36,593
Beneficial interests in perpetual trusts		37,669	40,276
	$	76,573	76,869

(c) Endowment Funds

MaineHealth's endowment consists of funds established for a variety of purposes. For the purposes of this disclosure, endowment funds include donor-restricted endowment funds. As required by GAAP, net assets associated with endowment funds are classified and reported based on the existence or absence of donor-imposed restrictions.

(d) Interpretation of Relevant Law

MaineHealth has interpreted state law as requiring realized and unrealized gains on permanently restricted net assets to be retained in a temporarily restricted net asset classification until appropriated by the Board and expended. State law allows the Board to appropriate so much of the net appreciation of permanently restricted net assets as is prudent considering MaineHealth's long-and short-term needs, present and anticipated financial requirements, and expected total return on its investments, price level trends, and general economic conditions. The amount of net appreciation of permanently restricted net assets appropriated in 2015 and 2014 was $6,325,000 and $3,614,000, respectively.

As a result of this interpretation, MaineHealth classifies as permanently restricted net assets (a) the original value of the gifts donated to the permanent endowment when explicit donor stipulations

(Continued)

requiring permanent maintenance of the historical fair value are present and (b) the original value of the subsequent gifts to the permanent endowment when explicit donor stipulations requiring permanent 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 temporarily restricted net assets until those amounts are appropriated for expenditure in a manner consistent with the donor's stipulations. MaineHealth considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds: duration and preservation of fund, purposes of the donor-restricted endowment funds, general economic conditions, the possible effect of inflation and deflation, the expected total return from income and the appreciation of investments, other resources of MaineHealth, and the investment policies of MaineHealth.

(e) Endowment Investment Return Objectives

MaineHealth has adopted investment policies for endowment assets that attempt to provide a predictable stream of funding to the programs supported by its endowment while seeking to maintain the purchasing power of the endowment assets. Endowment assets include those assets of donor-restricted funds that the organization must hold in perpetuity or for a donor-specified period(s) as well as board-designated funds. Under this policy, the endowment assets are invested in a manner to attain a total return (net of investment management fees) of at least 5.5% per year in excess of inflation, measured by the Consumer Price Index. To satisfy its long-term rate of return objectives, MaineHealth targets a diversified asset allocation that places a greater emphasis on equity-based investments within prudent risk constraints.

(Continued)

(f) Endowment Net Asset Composition

The following is a summary of the endowment net asset composition by type of fund at September 30, 2015 and 2014, and the changes therein for the years then ended (in thousands):

	Temporarily restricted	Permanently restricted	Total
Endowment net assets – September 30, 2013	$ 78,772	34,856	113,628
Net investment appreciation	10,740	8	10,748
Gifts, donations, and other	(646)	1,116	470
Appropriation of endowment assets for expenditure	(3,614)	—	(3,614)
Endowments of acquired affiliates	—	613	613
Endowment net assets – September 30, 2014	85,252	36,593	121,845
Net investment depreciation	(8,620)	(35)	(8,655)
Gifts, donations, and other	302	1,390	1,692
Appropriation of endowment assets for expenditure	(6,325)	—	(6,325)
Endowments of acquired affiliates	1,529	956	2,485
Endowment net assets – September 30, 2015	$ 72,138	38,904	111,042

(g) Funds with Deficiencies

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 MaineHealth to retain as a fund of perpetual duration. There were no significant deficiencies of this nature as of September 30, 2015 or 2014.

(Continued)

(15) Concentration of Credit Risk

Financial instruments, which potentially subject MaineHealth to concentration of credit risk, consist of patient accounts receivable, estimated amounts receivable under reimbursement regulations, and certain investments. Investments, which include government and agency securities, stocks, and corporate bonds, are not concentrated in any corporation or industry. MaineHealth grants credit without collateral to its patient's, most of who are insured under third-party payor agreements. The mix of receivables from patients and third-party payors at September 30, 2015 and 2014, was as follows:

	2015	2014
Medicare	31%	31%
State Medicaid Programs	11	11
Anthem Blue Cross and Blue Shield	9	10
Other third-party payors	25	25
Patients	24	23
	100%	100%

(16) Operating Leases

MaineHealth leases equipment and office space under various noncancelable operating leases. Future minimum payments due under noncancelable operating leases with a term of one year or more as of September 30, 2015, are as follows (in thousands):

Years ending September 30:	
2016	$ 11,635
2017	9,465
2018	7,660
2019	5,978
2020	3,324
Thereafter	4,674
	$ 42,736

Rent expense under operating leases amounted to approximately $13,357,000 in 2015 and $13,146,000 in 2014.

(Continued)

(17) Functional Expenses

MaineHealth provides health care services through its acute care, specialty care, and ambulatory care facilities. Expenses relating to providing these services for the years ended September 30, 2015 and 2014, are as follows (in thousands):

	2015	2014
Professional care of patients	$ 1,255,136	1,131,464
Dietary	23,335	20,885
Household and property	88,398	88,506
Administrative and general services	435,474	360,104
Research	17,015	26,612
State taxes	37,188	35,012
Interest	14,661	12,326
Depreciation and amortization	115,352	106,892
	$ 1,986,559	1,781,801

(18) Contingencies

MaineHealth is subject to complaints, claims, and litigation, which have risen in the normal course of business. In addition, MaineHealth is subject to compliance with laws and regulations of various governmental agencies. Recently, governmental review of compliance with these laws and regulations has increased resulting in fines and penalties for noncompliance by individual health care providers. Compliance with these laws and regulations is subject to future government review, interpretation, or actions, which are unknown and unasserted at this time.

(19) Subsequent Events

MaineHealth has evaluated subsequent events through February 10, 2016, which is the date the consolidated financial statements were issued.

During 2015, the Maine Department of Health and Human Services approved the formation of a new parent company for PBH and WCH. PBH and WCH officially began operating as a unified system under the legal name of Coastal Healthcare Alliance on December 1, 2015. Coastal Healthcare Alliance will have a single Board of Trustees. Pen Bay Medical Center and Waldo County General Hospital will remain separate organizations, each with their own operations and medical staff, but the formal partnership allows both organizations and their medical staff to develop integrated services. Since both organizations are already consolidated in the MaineHealth and Subsidiary financial statements there is no impact on financial reporting.

(Continued)

SUPPLEMENTARY INFORMATION

MAINEHEALTH AND SUBSIDIARIES

Supplementary Schedule of Expenditures of Federal Awards

Year ended September 30, 2015

Federal grantor/pass-through grantor	Program title	Federal CFDA number	Pass-through entity identification number	2015 expenditures
Research and Development Cluster:				
U.S. Department of Health and Human Services				
Centers for Medicare and Medicaid Services				
Pass-through awards				
Dartmouth College	The High Value HealthCare Collaborative - Engaging Patients to Meet the Triple Aim - Patient Engagement	93.610	1572	$ 284,754
Dartmouth College	The High Value HealthCare Collaborative - Sepsis Improvement	93.610	1573	49,656
Total Research and Development Cluster				334,410
Other Awards:				
U.S. Department of Health and Human Services				
Direct Awards	Maternal and Child Health Federal Consolidated Programs	93.110		6,641
	Poison Center Support and Enhancement Grant Program	93.253		215,897
	Community Transformation Grants - Hometown Partnership	93.737		174,178
Pass-through awards				
State of New Hampshire	Poison Control Center Services	93.074	05-95-90-902510-5171-102-500731	22,229
State of New Hampshire	Poison Control Center Services	93.074	05-95-90-902010-7545-102-500731	18,024
State of Maine	Maine Pharmaceutical Cache, Consulting & Phone Line	93.074	CDC-15-438	101,365
State of Maine	Maine Pharmaceutical Cache, Consulting & Phone Line	93.074	CDC-16-438	25,124
	Subtotal CFDA Number 93.074			166,742
City of Portland	Sodium Reduction in Communities	93.082	CDC-15-1047	49,146
State of Maine	Medical Care Development-6 - Colorectal Cancer Screening & Education Services	93.283	CDC-15-841	44,750
State of Maine	Tobacco Use Prevention Public Health Approaches for Ensuring Quitline Capacity	93.735	CDC-15-1461	74,511
State of Maine	Tobacco Use Prevention Public Health Approaches for Ensuring Quitline Capacity	93.735	CDC-16-1461	7,308
	Subtotal CFDA Number 93.735			81,819
Total Other Awards				739,173
Total Expenditures of Federal Awards				$ 1,073,583

See accompanying independent auditors' report and notes to supplementary schedule of expenditures of federal awards.

MAINEHEALTH AND SUBSIDIARIES

Notes to Supplementary Schedule of Expenditures of Federal Awards

Year ended September 30, 2015

(1) Reporting Entity

The accompanying Supplementary Schedule of Expenditures of Federal Awards (the Schedule) presents the activity of all federal award programs of MaineHealth, the parent entity, as described in note 1 to the basic consolidated financial statements. Federal expenditures of other MaineHealth subsidiaries are not included in the accompanying Supplementary Schedule of Expenditure of Federal Awards.

(2) Summary of Significant Accounting Policies

Basis of Presentation

The accompanying Schedule has been prepared using the accrual basis of accounting and in accordance with OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. The purpose of the Schedule is to present a summary of those activities of MaineHealth for the year ended September 30, 2015, which have been financed by the U.S. Government (federal awards). For purposes of the Schedule, federal awards include all federal assistance entered into directly between the federal government and MaineHealth and federal funds awarded to MaineHealth by a primary recipient. Because the Schedule presents only a selected portion of the activities of MaineHealth, it is not intended to and does not present the consolidated financial position, results of operation, changes in net assets, and cash flows of MaineHealth and its subsidiaries.

(3) Summary of Facilities and Administrative Costs

MaineHealth recovers facilities and administrative costs (indirect costs) associated with expenditures pursuant to arrangements with the federal government. During fiscal year 2015, MaineHealth was awarded a provisional rate of 17.9% for the period July 1, 2014 to September 30, 2015, based on modified total direct costs, for its research and development grant expenditures.

(4) Subrecipient Awards

MaineHealth passed thru $155,855 of Federal Awards to subrecipient organizations. Expenditures incurred by the subrecipients and reimbursed during the year ended September 30, 2015 by MaineHealth are reported in the accompanying schedule of expenditures of federal awards.

Federal Agency	CFDA No.	Amount
Department of Heath and Human Services	93.737	$ 155,855

KPMG LLP
Two Financial Center
60 South Street
Boston, MA 02111

Independent Auditors' Report 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*

The Board of Trustees
MaineHealth:

We have audited the consolidated financial statements of MaineHealth and subsidiaries (MaineHealth), in accordance with the 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, which comprise the consolidated balance sheet as of September 30, 2015, and the related consolidated statements of operations, changes in net assets, and cash flows for the year then ended, and for the related notes to the consolidated financial statements, and have issued our report thereon dated February 10, 2016. Our report includes a reference to other auditors who audited the financial statements of Southern Maine Health Care; Pen Bay Healthcare; Lincoln Health Group, Inc.; Waldo County Healthcare, Inc.; Maine Behavioral Healthcare; Western Maine Health Care Corporation; HomeHealth – Visiting Nurses of Southern Maine; The Memorial Hospital at North Conway, NH; and Franklin Community Health Network (collectively, the Other Consolidated Subsidiaries), as described in our report on MaineHealth's consolidated financial statements. This report does not include the results of the other auditors' testing of internal control over financial reporting or compliance and other matters that are reported on separately by those auditors. The financial statements of Southern Maine Health Care; Pen Bay Healthcare; Lincoln Health Group, Inc.; Waldo County Healthcare, Inc.; Western Maine Health Care Corporation; HomeHealth – Visiting Nurses of Southern Maine; and The Memorial Hospital at North Conway, NH (collectively, the Other Consolidated Subsidiaries) were not audited in accordance with *Government Auditing Standards*.

Internal Control over Financial Reporting

In planning and performing our audit of the consolidated financial statements, we considered MaineHealth'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 consolidated financial statements, but not for the purpose of expressing an opinion of effectiveness of MaineHealth's internal control. Accordingly, we do not express an opinion on the effectiveness of MaineHealth'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 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 over financial reporting 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 financial reporting 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. We did identify a deficiency in internal control, described in the accompanying schedule of findings and questioned costs as Finding 2015-001 Information Technology that we consider to be a significant deficiency.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether MaineHealth's consolidated financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grants 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*.

MaineHealth's Response to Findings

MaineHealth's response to the findings identified in our audit is described in the accompanying schedule of findings and questioned costs. MaineHealth's response was not subjected to the auditing procedures applied in the audit of the consolidated financial statements and, accordingly, we express no opinion on the response.

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of material control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of MaineHealth's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering MaineHealth's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

KPMG LLP

Boston, Massachusetts
February 10, 2016

KPMG LLP
Two Financial Center
60 South Street
Boston, MA 02111

Independent Auditors' Report on Compliance for Each Major Federal Program and Report on Internal Control over Compliance Required by OMB Circular A-133

Audits of States Local Governments and Non-Profit Organizations

The Board of Trustees
MaineHealth:

Report on Compliance for Each Major Federal Program

We have audited MaineHealth and subsidiaries' (MaineHealth) compliance with the types of compliance requirements described in the OMB Circular A-133 Compliance Supplement that could have a direct and material effect on MaineHealth's major federal program for the year ended September 30, 2015. MaineHealth's major federal program is identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

MaineHealth's consolidated financial statements include the operations of Maine Medical Center, Maine Behavioral Healthcare, and Franklin Community Health Network which received $12,580,984 in federal awards which are not included in the supplementary schedule of expenditure of federal awards for the year ended September 30, 2015. Our audit, described below, did not include the operations of Maine Medical Center, Maine Behavioral Healthcare or Franklin Community Health Network because Maine Medical Center, Maine Behavioral Healthcare, and Franklin Community Health Network engaged other auditors to perform audits in accordance with OMB Circular A-133.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for MaineHealth's major federal program 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 OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. Those standards and OMB Circular A-133 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 MaineHealth'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 the major federal program. However, our audit does not provide a legal determination of MaineHealth's compliance.

Opinion on Each Major Federal Program

In our opinion, MaineHealth complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on the major federal program for the year ended September 30, 2015.

Other Matters

The results of our auditing procedures disclosed an instance of noncompliance, which is required to be reported in accordance with OMB Circular A-133 and which is described in the accompanying schedule of findings and questioned costs as item 2015-002. Our opinion on each major federal program is not modified with respect to this matter.

MaineHealth's response to the noncompliance finding identified in our audit is described in the accompanying schedule of findings and questioned costs. MaineHealth's response was not subjected to the auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

Report on Internal Control over Compliance

Management of MaineHealth is 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 MaineHealth's internal control over compliance with the types of requirements that could have a direct and material effect on its major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for the major federal program and to test and report on internal control over compliance in accordance with OMB Circular A-133, 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 MaineHealth'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 weakness or significant deficiencies and therefore, material weaknesses and significant deficiencies may exist that were not identified. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses.

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 OMB Circular A-133. Accordingly, this report is not suitable for any other purpose.

KPMG LLP

Boston, Massachusetts
June 14, 2016

MAINEHEALTH AND SUBSIDIARIES

Schedule of Findings and Questioned Costs

Year ended September 30, 2015

(1) Summary of Auditors' Results

Consolidated Financial Statements

Type of auditors' report issued:	Unmodified			
Internal control over financial reporting:				
• Material weakness(es) identified	_____	yes	X	no
• Significant deficiency(ies) identified that are not considered to be material weaknesses?	X	yes	_____	none reported
Noncompliance material to the financial statements noted?	_____	yes	X	no

Federal Awards

Internal control over major programs:				
• Material weakness(es) identified	_____	yes	X	no
• Significant deficiency(ies) identified that are not considered to be material weakness(es)?	_____	yes	X	none reported
Type of auditors' report issued on compliance for major programs:	Unmodified			
Any audit findings disclosed that are required to be reported in accordance with section 510(a) of OMB Circular A-133?	X	yes	_____	no

Identification of Major Programs

Name of federal program or cluster	CFDA No.
Research and Development Cluster	93.610

Dollar threshold used to distinguish between type A and type B programs:	$300,000			
Auditee qualified as low-risk auditee?	X	yes	_____	no

(Continued)

MAINEHEALTH AND SUBSIDIARIES

Schedule of Findings and Questioned Costs

Year ended September 30, 2015

(2) Findings Relating to the Financial Statements Reported in Accordance with *Government Auditing Standards*

2015-001 Information Technology

During our 2015 audit, we identified certain deficiencies related to MaineHealth's information technology related controls to be a significant deficiency. The deficiencies relate to the following aspects of the information technology control environment:

- Segregation of duties related to change management for the Epic and Lawson applications
- Restoration testing related to the Epic and Lawson applications
- Logical access (access of connections to computer networks, system files and data) related to administrative access, user access reviews and terminations for the Epic and Lawson applications

Each of the identified deficiencies increases the risk that unauthorized access and/or changes may be made to MaineHealth's network and/or Epic and Lawson applications, thereby impacting the confidentiality, integrity and/or availability of the systems and the completeness and accuracy of financial data.

We recommend that management take steps to address the identified deficiencies and thereby decrease the risk that systems and the completeness and accuracy of financial data could be compromised.

Management's Response

While we concur that there are several deficiencies in these information technology controls and we are actively taking steps to rectify these deficiencies, it is important to note that the auditor's testing did not expose any failures in process that resulted in unapproved or unauthorized changes having been made to the systems of record or an inability to restore data from a system backup.

Management will:

- Evaluate add-on technologies to enhance our controls
- Convert each response into a comprehensive Information Systems corrective action plan
- Reallocate internal resources to implement these corrective actions

Closely monitor and report on compliance to these plans, including periodic updates on our progress to the MaineHealth Audit Committee.

(3) Federal Award Findings and Questioned Costs

Reference Number: 2015-002

Federal Agency: U.S. Department of Health and Human Services

Pass-through Entity: Dartmouth College

Program: The High Value HealthCare Collaborative – Sepsis Improvement

Award: 1573

CFDA Number: 93.610

Award Years: July 1, 2014 to June 30, 2015

Specific Criteria

Part III of Appendix E to 45 CFR Part 74, *Principles for Determining Costs Applicable to Research and Development Under Grants and Contracts with Hospitals,* states in part that:

A. The cost of a research agreement is comprised of the allowable direct costs incident to its performance plus the allocable portion of the allowable indirect costs of the hospital less applicable credits. (See paragraph III-E.)

B. The tests of allowability of costs under these principles are:

1. They must be reasonable.

2. They must be assigned to research agreements under the standards and methods provided herein.

3. They must be accorded consistent treatment through application of those generally accepted accounting principles appropriate to the circumstances and

4. They must conform to any limitations or exclusions set forth in these principles or in the research agreement as to types or amounts of cost items.

Subpart C of the OMB Circular A-110, *Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations*, states in part that"

(b) Recipients' financial management systems shall provide for the following.

1. Accurate, current and complete disclosure of the financial results of each federally-sponsored project or program in accordance with the reporting requirements set forth in Section ___.52. If a Federal awarding agency requires reporting on an accrual basis from a recipient that maintains its records on other than an accrual basis, the recipient shall not be required to establish an accrual accounting system. These recipients may develop such accrual data for its reports on the basis of an analysis of the documentation on hand.

2. Records that identify adequately the source and application of funds for federally-sponsored activities. These records shall contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.

3. Effective control over and accountability for all funds, property and other assets. Recipients shall adequately safeguard all such assets and assure they are used solely for authorized purposes.

4. Comparison of outlays with budget amounts for each award. Whenever appropriate, financial information should be related to performance and unit cost data.

5. Written procedures to minimize the time elapsing between the transfer of funds to the recipient from the U.S. Treasury and the issuance or redemption of checks, warrants or payments by other means for program purposes by the recipient. To the extent that the provisions of the Cash Management Improvement Act (CMIA) (Pub. L. 101-453) govern, payment methods of State agencies, instrumentalities, and fiscal agents shall be consistent with CMIA Treasury-State Agreements or the CMIA default procedures codified at 31 CFR part 205, "Withdrawal of Cash from the Treasury for Advances under Federal Grant and Other Programs."

6. Written procedures for determining the reasonableness, allocability and allowability of costs in accordance with the provisions of the applicable Federal cost principles and the terms and conditions of the award.

7. Accounting records including cost accounting records that are supported by source documentation.

Finding and Perspective

During our testing of 12 non-payroll expenditures (totaling $44,383), we noted one meal reimbursement expenditure (with sampled expenditures of $30) for which an itemized receipt was not maintained to inspect whether the costs were allowable. Travel costs expended by MaineHealth during the year totaled $7,968.

Questioned Costs

$30

Possible Asserted Cause and Effect

In discussing these conditions with MaineHealth management, they stated the reimbursement for items such as tolls, parking, public transportation and telephone up to $10 per day and meals up to $20 per day, but not totaling more than $40 per settlement, may be made without receipts.

Failure to obtain and maintain documentation of itemized receipts may result in payment of Federal funds for costs which are unallowed.

Recommendation

MaineHealth should implement procedures to ensure that itemized receipts are obtained to ensure costs reimbursed are allowed.

Views of Responsible Officials

Management agrees with the recommendation and has re-communicated the documentation requirements related to grant funded travel expenses. Going forward, Grant Accounting will review each settlement closely to ensure that that all receipts are itemized, and that no unallowable items are included.

Board of Trustees

OFFICERS

- **President:** Bill Caron, MaineHealth
- **Chair:** Susannah Swihart
- **Secretary:** Robert S. Frank, MaineHealth
- **Treasurer:** Albert G. Swallow III, MaineHealth
- **Assistant Secretary:** Beth Kelsch, MaineHealth

KATHRYN BARBER

Kathy Barber has spent her career in medical/biotech industry sales and marketing. A Skidmore College and University of Chicago Graduate School of Business graduate, she worked for Abbott Laboratories in a management development program and at IDEXX Laboratories in Westbrook in marketing positions in the food safety, human diagnostics and veterinary medicine divisions.

Barber is a past board member of the Gulf of Maine Research Institute and Barber Foods. In 2007, she joined the board of trustees at Bangor Savings Bank and sits on the Human Resource, Audit and Governance Committees. She is also a board member for Piper Shores LLC a lifecare community in Scarborough, Maine as well as the Robotics Institute of Maine.

GENE BERGOFFEN

Gene Bergoffen is the immediate past chair of the Memorial Hospital Board of Trustees, and serves on its Executive and Governance Committees. He is also the Principal of MaineWay Services, performing research studies on truck safety for the Federal Motor Carrier Safety Association. He is an attorney, completing his degree at Georgetown University Law Center. Initially trained as a forester, with a BS in Forestry and MS in Public Administration, he has worked for the US Forest Service as Director of Legislative Affairs, and the National Forest Products Association. Before relocating to Fryeburg, Maine, he was President and CEO of the National Private Truck Council, representing the nation's private truck fleet community. Active in community affairs, Bergoffen was chair of the Fryeburg Planning Board, and served on the board of the Tin Mountain Conservation Center in the Mount Washington Valley, and is now a member of the Eastern Slopes Airport Authority Board.

JOSEPH M. BUJOLD

Joe Bujold has served on the Board of Franklin Memorial Hospital/Franklin Community Health Network since 2007, and has held his current role of board chairman there since 2009.

A native of Maine and a graduate of Middlebury College, Bujold has served in a number of professional leadership roles. He lived in Farmington for 11 years during the 60s and 70s at which time he served as president of Bass Shoe Co., then based in Wilton, Maine. He later joined an international consulting firm, Alexander Proudfoot, which works with major companies of the world to improve business processes and performance. For 18 years, Bujold ran various units of the company and was based in Brussels, Belgium; Sydney, Australia; and Singapore. He returned to the United States in 1989 to serve as chief executive officer of Alexander Proudfoot Company worldwide.

Bujold has also been an advisor and consultant to the law firm Holland & Knight and Dexter Shoe Company. He and his wife Lee reside in Farmington and are the parents of two grown children, Noelle and Marc.

BILL BURKE

Bill Burke is an experienced media executive who held various positions at Turner Broadcasting and Time Warner, including president of TBS Super Station and general manager of Turner Classic Movies. He also served as president and chief executive officer (CEO) of The Weather Channel Companies. Burke also co-authored Call Me Ted, the autobiography of Ted Turner. He is a graduate of Amherst College and received his MBA from the Harvard Business School. In addition to being current vice-chair of the Maine Medical Center board, Burke is chairman of the Portland Sea Dogs and the US Biathlon Association, a director of Simulmedia, Inc., and serves on the advisory board of Specific Media, Inc.

STEVEN DOBIESKI, M.D.

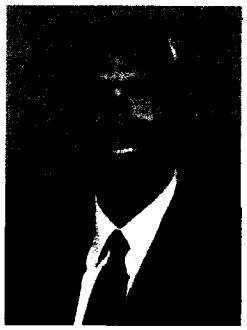
Dr. Dobieski graduated from Bates College and received his MD from the University of Connecticut School of Medicine. He completed his residency training in internal medicine at Maine Medical Center and became board-certified in internal medicine. He joined the Greater Portland Medical Group and subsequently took a position at InterMed. Currently, he is a shareholder and full-time internist with InterMed. Dobieski is a member of the InterMed board and the Quality Improvement committee at InterMed. He also is a member of the InterMed Best Practices Work Group. He has been a long-standing member of the American College of Physicians and is an active member in the Maine chapter of the ACP.

GREG DUFOUR
Vice Chair

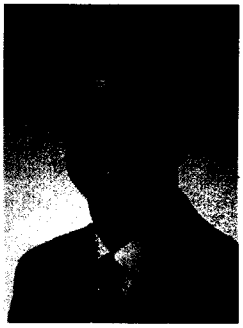
Greg Dufour is president and CEO of Camden National Corporation, Maine's largest publicly traded community bank and the parent company of Camden National Bank and Acadia Trust, N.A. Dufour is also president and CEO of Camden National Bank, a $2.6 billion community bank headquartered in Camden, Maine and is chair of the board of directors of Acadia Trust, N.A., which is headquartered in Portland, Maine. Dufour was named to his current role in 2009 after serving as president and CEO of Camden National Bank since 2004. Prior to joining Camden National, Dufour was managing director of finance for IBEX Capital Markets in Boston, MA, a specialty investment advisor, and held several positions in the finance division at Fleet/Boston Financial Group. His community service includes serving as the current chair of the Maine Bankers Association, a member of the board of trustees and secretary of the board of Pen Bay Healthcare. He also is a member of the advisory board of Lie-Nielsen Toolworks. Dufour and his wife Doreen reside in Rockport, Maine.

CHRIS EMMONS

Chris Emmons is the president and CEO of Gorham Savings Bank. The Massachusetts native graduated from the University of Maine, Orono, and began his banking career at Maine National Bank in 1977. After stops at BayBank and TD Banknorth, he joined Gorham Savings Bank in 2003. A strong community supporter, Chris is involved with the Maine Bankers Association as well as several local non-profit organizations. He serves as chairman of MMC's Board of



Trustees, board member and former chairman of the University of Southern Maine Foundation, and chairman of the United Way of Greater Portland. Chris' 30+ years of service to United Way began as a loaned executive in the late 1970s. He served as chair of the 2006 Annual Campaign, raising more than $8.5 million. Chris was selected as a 2007 laureate and inducted into the Maine Business Hall of Fame.



ROBERT S. FRANK
Secretary

Robert Frank has served as deputy general counsel for MaineHealth since July 2009. In that capacity, he has provided legal advice in connection with strategic initiatives and acquisitions, competition laws compliance, payor contracting, data security and breach matters, risk management and insurance, federal and state healthcare provider licensing, and has overseen professional liability, regulatory and business litigation and dispute resolution matters. Prior to his work at MaineHealth, he was an associate at the Morrison & Forester law firm in San Francisco (1979-82); an assistant attorney general at the Maine Department of Attorney General (1982-1987); an associate and then partner in the law firm Verrill Dana (1987-1995), and a founding member and partner of Harvey & Frank (1995-2009). While in private law practice, he represented various hospitals, physician practices and health insurance carriers, the Maine Hospital Association, and on special assignment to the American Hospital Association in connection with the drafting of federal antitrust and health care guidelines. He also served as a visiting lecturer of antitrust law for three terms at The University of Maine Law School (1997-1990), and currently serves as a panel member on the Grievance Commission of the Maine Board of Overseers of the Bar.

Bob is a graduate of Emory University (B.A. Physics), and Yale Law School (J.D.). He is a member of the Midcoast Symphony Orchestra, and a past board member, treasurer and founder. He also served as treasurer and board member of the LARK Society for Chamber Music, and a board member of Young Peoples' Theater in Brunswick.

FRANK H. FRYE

Frank H. Frye, an attorney, is "Of Counsel" to the law firm of Jensen Baird Gardner & Henry. Frank practices in the areas of Corporate, Business and Tax/Estate Planning Law, and specializes in serving closely-held business entities and non-profit organizations. Before joining the firm, he served as Attorney and Assistant Branch Chief, Interpretative Division in the Office of the Chief Counsel of the Internal Revenue Service, Washington D.C., and practiced with a large law firm in New York City. He has been selected for inclusion in the latest edition of The Best Lawyers in America for Corporate Law and New England Super Lawyers for Business/Corporate and Tax. His community work includes serving on the Maine Medical Center Board of Trustees. He has been selected for inclusion in the latest edition of The Best Lawyers in America for Corporate Law and New England Super Lawyers for Business/Corporate and Tax, and is a past Chair of the Maine State Bar Association Tax Section. His charitable and civic work included service on the Town of Scarborough Planning Board, and as aTrustee of the Portland, Maine chapter of the American Red Cross and Opportunity Farm for Boys and Girls. Frank currently serves on the Board of Directors of Down East Magazine, the magazine of Maine.

BERNARD GAINES

Bernard Gaines has served on the board of trustees for Southern Maine Medical Center, and now Southern Maine Health Care (SMHC), since 2001. He has served as chairman of the board of trustees at SMMC/SMHC since 2011. He has also served previously on the MaineHealth board.

Gaines is a retired executive from Unum. He currently owns BSG Properties, LLC. He is married and living in Saco.

Gaines volunteers his time as a member of the SMHC Physician Services board of directors, the Thornton Academy Board of Directors, is a member of the Saco Lodge (Masons), the Order of the Eastern Star and the BPOE Elks.

GEORGE E. HISSONG, JR.

George (Ted) Hissong serves on the Southern Maine Health Care (SMHC) Board of Trustees as vice chairman and is chairman of the SMHC Governance Committee. He is president and CEO of Stafford Systems, Inc. located in Kennebunk, Maine, a position he has held since 1988. Hissong has served as a trustee of the Kennebunk Light and Power District, two years as chair as well as a trustee of the Kennebunk Sewer District. He is currently a member of the Sanford Industrial Development Commission and serves on the board of Port Opera.

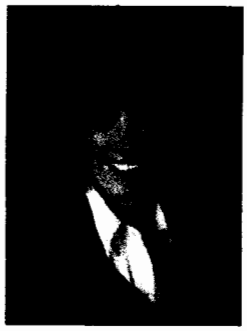
Hissong graduated with a Bachelor's of Science degree in physical chemistry from Heidelberg University, Tiffin, OH and attended graduate school at Purdue University, W. Lafayette, IN.

DAVID JAMES KUMAKI, M.D., FACP

David James Kumaki, MD, is an active member of the medical staff at Stephens Memorial Hospital specializing in Internal Medicine. He simultaneously served as chair of both the Stephens Memorial Physician Hospital Organization (PHO) and the Maine PHO. Kumaki is a physician leader on MaineHealth's Shared Health Record project (SeHR) and a member of the SeHR executive committee. He is also chief medical information officer for Western Maine Health. Previously on the staff at New Hampshire's Androscoggin Valley Hospital, his experience extends well beyond New England. Kumaki is a long-time member of the Wilderness Medical Society and Nepal Studies Association. His experience includes several positions in Kathmandu, Nepal: staff physician for Canadian International Water and Energy Consultants' International Clinic; acting medical officer and consultant in Internal Medicine for the Peace Corps; and volunteer physician for the Himalayan Rescue Association. He also spent time in Greater Boston, first as an Intern and resident at Boston City Hospital, and later on the staff at East Boston Neighborhood Health Center, New England Baptist Hospital and Symmes Hospital.

SANDY MATHESON

Sandy Matheson is the executive director of the Maine Public Employees Retirement System. She was previously the director of the Washington State Department of Retirement Systems. Matheson's career has been in management, healthcare and financial services. She served as the president and CEO of Hanford Environmental Health Foundation, the board chair of Kennewick General Hospital, consulted and acted as interim CEO for various organizations, and taught as an adjunct instructor for the Washington State University business program. Matheson has been involved with a broad range of civic and charitable activities and in 2003 was named the Tri-Citian of the Year in Washington State for her community service.



Matheson graduated with a bachelor's degree in Economics from Northwestern University and a MBA from Washington State University.

JERE MICHELSON

Jere Michelson is Executive Vice President and Chief Financial Officer of Libra Foundation, with oversight responsibility for all financial aspects of the Foundation's interests.

Prior to joining Libra Foundation, Michelson was a member of the management group at the accounting firm of Baker Newman Noyes, LLC in Portland, where he consulted primarily on closely-held corporations and shareholders with multi-state operations in that firm's corporate tax department. In 2001, he left public accounting to join Libra Foundation in its pursuit for the betterment of Maine's citizenry.

Michelson is the vice chairman of the Maine Medical Center Board of Trustees and a member of the Executive Committee. He also sits on the Audit and Finance committees at MaineHealth. Through appointment from Sen. Susan Collins, Jere serves on the Military Service Academy Selection Committee.

He received his bachelor's degree in accounting from the University of Southern Maine in Portland and his master's degree in taxation from Thomas College in Waterville. Mr. Michelson serves on the boards of Pineland Farms Natural Meats, Inc., Pineland Farms Potato Company, Inc., and Gorham Savings Bank.

THOMAS J. RYAN, JR., M.D., FACC

Thomas J. Ryan, Jr., M.D., has served as medical director of the Cardiac Catheterization Laboratory at Maine Medical Center since 2003. Ryan's awards and honors include being twice elected One of the Best Doctors in America as well as Cardiology Teacher of the Year at MMC. He's a Fellow in the American College of Cardiology and The Society for Cardiac Angiography and Interventions. He sits on many committees, including the Northern New England Cardiovascular Disease Study Group. His research includes dozens of published works, and his academic appointments include Harvard Medical School and Vermont School of Medicine.

MELISSA SMITH

Melissa Smith is President and CEO of WEX, a global corporate payments company. A finance expert by training, Smith joined WEX in 1998 and played a pivotal role as WEX's chief financial officer, leading the company through a highly successful initial public offering and focusing on its growth as a public company. Her record of execution, continuous improvement, and increased responsibilities for WEX's business operations led to her appointment as president of the Americas, and ultimately as president and CEO of the entire company. As CEO, Smith has responsibility for the company's day-to-day global

operations and its long-term strategic growth. She also serves as a WEX board member.

Smith is an active member of her community and was named The Girl Scouts of Maine's 2013 Woman of Distinction, and a Mainebiz 2012 Woman to Watch. Recognized as an industry leader, Melissa was named the PYMNTS.com 2014 Most Innovative Woman in Payments and a PaymentsSource 2014 Most Influential Woman in Payments. She serves on the Center for Grieving Children's Board of Directors and participates in the Executive Women's Forum, which she co-founded to provide a support network for female executives in her local community.

Melissa began her career at Ernst & Young and earned a bachelor's degree in business administration from the University of Maine.

SUSANNAH SWIHART
Chair

Susannah Swihart spent two decades at BankBoston Corporation in a wide variety of leadership, operational, and strategic roles, including Vice Chairman and CFO. Previous responsibilities at BankBoston included management of a variety of corporate banking businesses, operations, and risk functions. During that period, Susannah was a member of the executive committee of the board of trustees of the Boys & Girls Clubs of Boston, ran BankBoston's $3+ million United Way campaign in 1998, and later chaired the $1 million Women's Leadership Breakfast for the United Way of Massachusetts Bay. Since returning to Maine in 2000, she has committed her efforts to a variety of corporate and community boards. In addition to MMC's Board of Trustees, Susannah serves on the boards of directors of the Dead River Company and MaineHealth and is the former board chair of Common Good Ventures and the Boys & Girls Clubs of Southern Maine. Susannah is a graduate of Harvard College and Harvard Business School.

CURRICULUM VITAE
Karen Simone, PharmD, DABAT, FAACT

FULL NAME AND DEGREE/S: Karen E. Simone, PharmD, DABAT, FAACT (formerly Karen S. Krummen)
CURRENT ADMINISTRATIVE TITLE: Director, Northern New England Poison Center
OFFICE ADDRESS: Northern New England Poison Center, 22 Bramhall Street, Portland, ME 04102
OFFICE PHONE NUMBER: (207) 662-7221
E-MAIL ADDRESS: simonk@mmc.org
FAX ADDRESS: (207) 662-5941

EDUCATION

Undergraduate

1992	*Bachelor of Science in Pharmacy*	*University of Cincinnati*

Medical School and/or Graduate School (for graduate degrees note field or discipline)

1994	*Doctor of Pharmacy*	*University of Cincinnati*

POSTDOCTORAL TRAINING

Experiential

LICENSURE AND CERTIFICATION

Pharmacy:

1992 – present	*Ohio*	*RPH.03219505*
2000 – present	*California*	*RPH 52158*
2001 – present	*Maine*	*PR4981*

Toxicology:

Diplomate of the American Board of Applied Toxicology
1998 – present *National/International*

Specialist in Poison Information, Certified by American Association of Poison Control Centers
1993 - 2000 *National*

Preparedness:

Homeland Security Exercise and Evaluation Program (HSEEP), certified as trained by the Maine Emergency Management Agency
2008 *National*

ACADEMIC APPOINTMENTS

2009 – present, Assistant Professor of Emergency Medicine, School of Medicine, Tufts University
2010 – 2013, Clinical Assistant Professor of Emergency Medicine, College of Osteopathic Medicine, University of New England
2000 – 2011, Assistant Professor of Emergency Medicine, College of Medicine, University of Vermont
1998 – 2000, Assistant Professor of Clinical Drug Information, College of Pharmacy, University of Cincinnati

HOSPITAL APPOINTMENTS

2000 – present, Director, Northern New England Poison Center, Maine Medical Center
1994 – 2000, Manager/Clinical Coordinator of Drug and Poison Information Services, Cincinnati Drug & Poison Information Center, Cincinnati Children's Hospital Medical Center
1992 – 1994, Senior Drug and Poison Information Specialist, Cincinnati Drug & Poison Information Center, University Hospital in Cincinnati
1989 – 1992, Drug and Poison Information Provider, Cincinnati Drug & Poison Information Center, University Hospital in Cincinnati

AWARDS AND HONORS

2012, Advocacy in Action Award, New Futures
2011, Designation as a Fellow of the American Academy of Clinical Toxicology
2009, Award on behalf of the Northern New England Poison Center for Collaboration, Quality Service and Contribution to the Knowledge in the Field, presented at the 2009 International Symposium on Pharmaceuticals in the Home and Environment
2008, Dr. John Snow Epidemiological Contribution Award, 2008, Maine Health and Human Services, Public Health Division of Infectious Disease
2008, Arkansas Traveler Award, State of Arkansas
1994, Student Fellowship Award, Cincinnati Drug and Poison Information
1991, AB, Dolly and Ralph Cohen Scholarship, University of Cincinnati
1991, Merck Sharp and Dohme Award, University of Cincinnati
1991, Procter & Gamble Research and Scholarly Activity Award, University of Cincinnati
1991, Plough Pharmacy Scholarship, University of Cincinnati
1991, Rho Chi Society, Beta Nu Chapter, University of Cincinnati
1990, David Uhlfelder Scholarship, University of Cincinnati

HOSPITAL, MEDICAL SCHOOL, OR UNIVERSITY COMMITTEE ASSIGNMENTS:

2014 – present: Chair of the Quality Excellence Committee for Maine Behavioral Healthcare
2013 – present: Member of the Board of Trustees for Spring Harbor Hospital (now a larger collaborative called Maine Behavioral Healthcare)
2006 – 2007: Maine Medical Center Pain Committee
2001 – 2005: Maine Injury Prevention Committee at Maine Medical Center

OTHER MAJOR COMMITEE ASSIGNMENTS:

2016 – present: Immediate Past-President, American Academy of Clinical Toxicology
2014 – 2016: President, American Academy of Clinical Toxicology
2012 – 2014: President-Elect, American Academy of Clinical Toxicology
2010 – present: Member of the New Hampshire Injury Prevention Advisory Council
2009 – present: Government Affairs Committee, renamed Government Relations Committee, American Association of Poison Control Centers
2008 – present: Strategic National Stockpile Advisory Group, State of Maine
2006 - present: Member of the Editorial Board, Clinical Toxicology, The Official Journal of the American Academy of Clinical Toxicology, European Association of Poisons Centres and Clinical Toxicologists, and American Association of Poison Control Centers
2006 - 2015: State of Maine Integrated Core Injury Prevention, Injury Community Planning Group

2003 – 2015: Community Epidemiology Surveillance Network, State of Maine
2012 – 2014: President-Elect, American Academy of Clinical Toxicology
2007 – 2013: Fatality Reviewer, American Association of Poison Control Centers
2008 – 2012: Secretary, American Academy of Clinical Toxicology
2008 – 2012: Mushroom Task Force, State of Maine
2006 – 2011: American Board of Applied Toxicology Web Ad Hoc Web Task Force
2004 – 2011: Secretary/Treasurer, American Board of Applied Toxicology (ABAT)
2004 – 2010: Benzodiazepine Study Group, Steering Committee
2008 – 2009: LD1991 Workgroup, Co-Chair, Options for Ongoing Funding for the Northern New England Poison Center mandated by that State of Maine Joint Standing Committee on Appropriations and Financial Affairs, reporting to the Joint Standing Committee on Health and Human Services
2007 – 2009: Co-Chair of the Managers' Committee, American Association of Poison Control Centers
2007 – 2008: Cumberland County Public Health Assessment Data Workgroup
2007 – 2008: Member of the Board of Trustees, American Academy of Clinical Toxicology
2007 – 2008: Safe Medicine for ME Advisory Committee
2006 – 2007: HRSA Poison Help/Widmeyer Campaign AAPCC Expanded Review Committee Managing Directors' Representative Professional Advisory Committee Member appointed by the American Association of Poison Control Centers
2003 – 2007: Secretary, New England Chapter of the National Association of Drug Diversion Investigators
2002 - 2004: American Association of Poison Control Centers Certified Specialists in Poison Information Exam Committee
2002 - 2003: Poison Data Book Consolidation Committee, Northeast United States

TRAINING OF GRADUATE STUDENTS/POST DOCTORAL

2011 – present: Doctor of Pharmacy Clerkship for the University of New England College of Pharmacy in elective drug information and/or toxicology rotations
2010 – present: Toxicology and Poisoning for Maine Medical Center Medical Pharmacy Residents in elective toxicology rotations
2004 - present: Doctor of Pharmacy Clerkship for Creighton University, School of Pharmacy and Health Professions in elective drug information and/or toxicology rotations
2000 – present: Toxicology and Poisoning for Maine Medical Center Medical Students and Residents in elective toxicology rotations
2004 - 2011: Introduction to Toxicology and the Poison Center for Maine Medical Center Emergency Medicine Medical Students
1998 – 2000: Doctor of Pharmacy Drug Information Rotation for the University of Cincinnati College of Pharmacy

TEACHING RESPONSIBILITY

July 20, 2016, Despite what you mother says, not all that is green and leafy is good for you . . . (plant and mushroom toxicity), Maine Medical Center Emergency Department, Toxicology Rounds, Portland, ME
April 5, 2016, Management of Psychotropic Drug Overdose, Psychiatry Resident Psychopharmacology Seminar, Maine Medical Center in Portland, ME

April 2016
Tammi H. Schaeffer, DO, FACEP, FACMT
Medical Director, Northern New England Poison Center
Director, Medical Toxicology
Attending Emergency Physician, Maine Medical Center
22 Bramhall St, Portland, ME 04102
Ph. (207) 662-7222
tschaeffer@mmc.org

EDUCATION

Undergraduate

1989, Mobile Intensive Care Paramedic, Union County College, Cranford, New Jersey
1991, BA, Psychology, Rutgers University, New Brunswick, New Jersey

Medical School

2001, DO, University of New England College of Osteopathic Medicine, Biddeford, Maine

POSTDOCTORAL TRAINING

Internship and Residency

2001-2004, Emergency Medicine, Morristown Memorial Hospital, Atlantic Health System, Morristown, New Jersey

2003-2004, Chief Resident in Emergency Medicine, Morristown Memorial Hospital, Atlantic Health System, Morristown, New Jersey

Fellowship

2004-2006, Medical Toxicology, Rocky Mountain Poison and Drug Center, Denver Health, Denver, Colorado

LICENSURE AND CERTIFICATION

2004-Present	Unrestricted Medical License, Colorado	Lic #42694
2013-Present	Unrestricted Medical License, Maine	Lic #DO2409
2005-Present	American Board of Emergency Medicine Board Certified in Emergency Medicine	

2006-Present	American Board of Emergency Medicine Board Certified in Medical Toxicology
1981-Present	Basic Life Support
1988-Present	Advanced Life Support
1988-Present	Pediatric Advanced Life Support

ACADEMIC APPOINTMENTS

Associate Professor, Department of Emergency Medicine, Tufts University School of Medicine, Boston, Massachusetts, 2013-Present

Assistant Clinical Professor, Department of Emergency Medicine, University of Colorado School of Medicine, Aurora, Colorado, 2006-2013

Assistant Clinical Professor, Department of Primary Care, Rocky Vista University College of Osteopathic Medicine, Parker, Colorado, 2008-2013

Clinical Instructor, Department of Emergency Medicine, University of Colorado School of Medicine, Aurora, Colorado, 2004-2006

HOSPITAL APPOINTMENTS

Attending Physician, Maine Medical Center, Department of Emergency Medicine, Portland, Maine, 2013-Current

Attending Physician, Denver Health and Hospital Authority, Department of Medical Toxicology, Denver, Colorado, 2006-2013

Attending Physician, University of Colorado Hospital, Department of Emergency Medicine-Medical Toxicology, Aurora, Colorado, 2006-2013

Attending Physician, Littleton Adventist Hospital, Departments of Emergency Medicine and Medical Toxicology, Littleton, Colorado, 2004-2013

Attending Physician, Porter Adventist Hospital, Departments of Emergency Medicine and Medical Toxicology, Denver, Colorado, 2004-2013

Attending Physician, Swedish Medical Center, Department of Medical Toxicology Englewood, Colorado, 2006-2013

Attending Physician, Children's Hospital of Colorado, Department of Medical Toxicology Aurora, Colorado, 2007-2010

Attending Physician, Sky Ridge Medical Center, Department of Medical Toxicology
Lone Tree, Colorado, 2007-2009

AWARDS AND HONORS

Fellow, American College of Medical Toxicology, October 2012

"Physician of the Month" Littleton Adventist Hospital, June 2012

Fellow, American College of Emergency Physicians, January 2012

Centura Health Physician Leadership Program Daniels College of Business, University of Denver, Denver, Colorado, February 2011

Best Resident Presentation, "Comparing the Effectiveness of Diphenhydramine and Glycopyrrolate to Atropine in Treating Organophosphate Poisoning", Atlantic Health Systems (NJ) Annual Research Day-Morristown Memorial Hospital, June 2004

Who's Who in American Colleges and Universities, June 2001

Sigma Sigma Phi, University of New England College of Osteopathic Medicine, 1998

Best Presentation, "Excessive Fluid Administration During Prehospital Intravenous Administration", Morristown Memorial Hospital (NJ) Annual Research Day, June 1997

Paramedic Team Excellence Award - New Jersey MICU Program Administrators Association, May 1995

Class "D" Award - UMDNJ University Hospital, Emergency Medical Services, 1990

HOSPITAL, MEDICAL SCHOOL, OR UNIVERSITY COMMITTEE ASSIGNMENTS

Member, MaineHealth Opioid Prescribing Workgroup, MaineHealth, Portland, Maine, April 2016-Present

Member, Sub-Group, Clinical Pathway, In-Patient Opioid Substance Use Disorder Work Group, Maine Medical Center, Portland, Maine, December 2015-Present

Member, In-Patient Opioid Substance Use Disorder Work Group, Maine Medical Center, Portland, Maine, December 2015-Present

Member, Medical Education Outcomes Research Group, Maine Medical Center, Portland, Maine, March 2015-Present

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Contractor Name: MaineHealth

Name of Program: Poison Control Center Services

BUDGET PERIOD: SFY 18				
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Karen Simone, PharmD, DABAT	Director Poison Control Center	$154,218	8.00%	12,337
Tammi Schaeffer, MD	Physician Medical Director	$286,046	4.00%	11,442
		$0	0.00%	0
		$0	0.00%	0
		$0	0.00%	0
		$0	0.00%	0
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				**23,779**

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

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

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

Nicholas A. Toumpas
Commissioner

Marcella Jordan Bobinsky
Acting Director

G&C APPROVED
Date: 6/24/15
Item # 47

May 20, 2015

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to exercise a renewal option and amend a contract with MaineHealth, Purchase Order #1031593, Vendor # 153202-B001, 110 Free Street, Portland, Maine 04101, to continue providing poison control center services, by increasing the Price Limitation by $1,247,000 from $1,107,000 to an amount not to exceed $2,354,000, and by extending the Completion Date from June 30, 2015 to June 30, 2017, effective July 1, 2015 or the date of Governor and Council approval, whichever is later. This agreement was originally approved by Governor and Council on July 10, 2013, Item #47. 10.76% Federal Funds, 85.23% General Funds, and 4.01% Other Funds.

Funds are anticipated to be available in SFY 2016 and SFY 2017 upon the availability and continued appropriation of funds in the future operating budget, with authority to adjust encumbrances between State Fiscal Years through the Budget Office, without further approval from the Governor and Executive Council, if needed and justified.

05-95-90-902010-1228 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, MATERNAL AND CHILD HEALTH

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Total Amount
2014	102-500731	Contracts for Prog Svc	90001228	520,000	0.00	520,000
2015	102-500731	Contracts for Prog Svc	90001228	520,000	0.00	520,000
2016	102-500731	Contracts for Prog Svc	90001228	0.00	520,000	520,000
2016	102-500731	Contracts for Prog Svc	TBD	0.00	25,000	25,000
			Sub Total	$1,040,000	$545,000	$1,585,000
2017	102-500731	Contracts for Prog Svc	90001228	0.00	520,000	520,000
2017	102-500731	Contracts for Prog Svc	TBD	0.00	25,000	25,000
			Sub Total	$0.00	$545,000	$545,000
			Sub Total	$1,040,000	$1,090,000	$2,130,000

05-95-90-902510-5171 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, EMERGENCY PREPAREDNESS

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Total Amount
2014	102-500731	Contracts for Prog Svc	90077021	33,500	0.00	33,500
2015	102-500731	Contracts for Prog Svc	90077021	33,500	0.00	33,500
			Sub Total	$67,000	$0.00	$67,000

05-95-90-902510-7545 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUJS DISEASE CONTROL, EMERGENCY PREPAREDNESS

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Total Amount
2016	102-500731	Contracts for Prog Svc	90077021	0.00	78,500	78,500
2017	102-500731	Contracts for Prog Svc	90077021	0.00	78,500	78,500
			Sub Total	$0.00	$157,000	$157,000
			TOTAL	$1,107,000	$1,247,000	$2,354,000

EXPLANATION

Funds in this agreement will be used to provide poison information and control services, including medical consultation, to New Hampshire residents on a 24-hour per day, 7 days a week basis. As per Revised Statutes Annotated 126-A:49, New Hampshire is responsible for developing or designating a statewide program for poison information and a poison information center that provides information and medical consultation on a daily, 24 hour basis for all New Hampshire residents and health care providers.

Additional funds in this agreement will be utilized to perform the intake and triage of after hours and weekend calls to the DHHS, DPHS, Bureau of Infectious Disease Control (BIDC). Consistent data reports will also be provided to DPHS based on daily activities.

Poison control services are critical because unintentional and intentional poisonings are a significant public health problem in New Hampshire. One of the primary functions of poison information services is to reduce unnecessary and costly utilization of emergency response, emergency department, and primary health care services. Researchers have estimated that nationally, poison center services save at least $7 in health care costs for every $1 spent.

In State Fiscal Year 14, the current contractor, MaineHealth, Northern New England Poison Center:

- Managed 11,000 New Hampshire calls, including 9,789 human exposures. The exposures generated more than 9,000 follow-up calls.

- Provided 316 in-depth consultations and reviewed 151 additional cases by board certified toxicologists. These exposures generated 9,521 follow-up calls.
- Managed 6,844 human exposures (70%) on-site. This is consistent with the 2013 national average
- Had a penetrance (the number of calls per 1,000 population) for human exposures in New Hampshire of 7.4. The national penetrance for human exposure calls in 2012 was 7.2.
- Downloaded data every four to ten minutes to the National Poisoning Data System, which is operated by the American Association of Poison Control Centers.
- Continued the trend of an increase in calls/cases from health care facilities. In the four calendar years from 2010-2013, 10% more health care facilities' cases were managed.

Should Governor and Executive Council not authorize this Request, poison center services would cease to exist.

MaineHealth was selected for this project through a competitive bid process. The Bid Summary is attached.

As referenced in the original letter approved by Governor and Council on July 10, 2013, Item #47, and in the Exhibit C of the Contract, this competitively procured Agreement has the option to renew for two (2) additional year(s), contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council. The Division is exercising this renewal option.

The Contractor successfully fulfilled and achieved the performance measures in the original contract. The Contractor will ensure that the following performance measures are annually achieved and monitored monthly to measure the effectiveness of the amendment agreement:

- Increase to 90% of call cases managed at home of children under six years of age.
- Maintain or exceed the percentage of human poisoning exposure cases in adults 60 and older at a baseline of 8.1%.
- Maintain or exceed the percentage of human poisoning exposure cases at health care facilities at a baseline of 23%.

Area served: Statewide.

Source of Funds: 10.76% Federal Funds from the US Department of Health and Human Services, Centers for Disease Control and Prevention , 4.01% Other Funds from the Department of Safety, and 85.23% General Funds.

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

Respectfully submitted,

Marcella Jordan Bobinsky
Acting Director

Approved by:
Nicholas A. Toumpas
Commissioner

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the
Poison Control Center Services

This 1st Amendment to the MaineHealth, contract (hereinafter referred to as "Amendment One") dated this 20th day of April, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and MaineHealth, (hereinafter referred to as "the Contractor"), a corporation with a place of business at 110 Free Street, Portland, ME 04101.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on July 10, 2013, Item #47, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to the General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract by written agreement of the parties;

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

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

1. Change the completion date in the P-37, Block 1.7, of the General Provisions to read:

   June 30, 2017

2. Change the price limitation in P-37, Block 1.8, of the General Provisions, to read:

   $2,354,000

3. Delete Exhibit A and replace with Exhibit A Amendment #1

4. Delete Exhibit B and replace with Exhibit B Amendment #1

5. Amend Budget to add:

   - Exhibit B-1 Amendment #1 Budget SFY 2016
   - Exhibit B-1 Amendment #1 Budget SFY 2017

6. Delete Exhibit C and replace with Exhibit C Amendment #1

7. Add Exhibit C-1 Revisions to General Provisions

8. Delete Exhibit G and replace with Exhibit G Amendment #1

Contractor Initials: _____
Date: 5/19/15

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

5/22/15
Date

Brook Dupee
Bureau Chief

MaineHealth

5/19/15
Date

Name: Robert G. Swanson
Title: Executive VP

Acknowledgement:

State of Maine, County of Cumberland on May 19, 2015, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Mechelle Connolly
Signature of Notary Public or Justice of the Peace

Mechelle Connolly
Name and Title of Notary or Justice of the Peace

My Commission Expires:

Mechelle Connolly
Notary Public, Maine
My Commission Expires
April 4, 2019

Contractor Initials:
Date: 5/19/15

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

OFFICE OF THE ATTORNEY GENERAL

6/4/15
Date

Name: Megan A. Lapp
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:

Contractor Initials: _____
Date: 5/20/15

Exhibit A – Amendment #1

SCOPE OF SERVICES

1. General Provisions

1.1. Required Services

The Contractor shall:

1.1.1. Operate a poison center that meets the certification criteria established by the American Association of Poison Control Centers

1.1.2. Provide a full time (24 hours) hotline service, utilizing the national toll free call number, 1-800-222-1222 (established by the American Association of Poison Control Centers). This hotline will answer calls for both the lay public and healthcare professionals on poisoning emergencies and basic poison prevention non-emergencies.

1.1.3. Participate in and submit data to the National Poison Data System, a real-time surveillance system.

1.1.4. With respect to bioterrorism and public health emergency response planning, the Contractor shall:

a) Provide call-surge backup when requested by the Department of Health and Human Services (DHHS), Division of Public Health Services (DPHS).

b) Collaborate with the DHHS to identify and share surveillance data gleaned from poison control center activities that may serve as early warning data for public health threats and emergencies.

c) Provide ongoing education, including emergency preparedness and response training, as requested.

d) Participate, as requested, in the New Hampshire Health Alert Network notifications for both drills and actual events.

e) Perform the intake and triage of after-hours and weekend calls to the DHHS, DPHS, Bureau of Infectious Disease Control (BIDC).

f) Develop an on call concept of operations plan with DHHS/DPHS/BIDC and establish payment based upon call volume (frequency and duration of calls).

g) Escalate calls to the Administrator On-Call in accordance with established concept of operations and clinical algorithms as needed or determined by DHHS/DPHS.

h) Provide a data report to DHHS/DPHS daily in a format consistent with the established concept of operations.

i) Review on call plan annually and update in consultation with DHHS/DPHS/BIDC.

1.1.5. Coordinate education activities and strategies with the DHHS/DPHS' Injury Prevention Program, including participating as a member of the Injury Prevention Advisory Council. The Poison Educator shall be physically located within the Injury Prevention Program.

1.1.6. Send staff to meetings and/or training identified by the DHHS/DPHS.

1.2. **Quality or Performance Improvement (QI/PI**

The Contractor shall:

1.2.1. Maintain data and reporting requirements.

1.2.2. Provide annual reports, in a format approved by the DHHS/DPHS, documenting data collected on elements that match the data reporting requirements of the National Poison Data System.

1.2.3. Provide a monthly data report to the DHHS/DPHS which shall include updates on services provided, changes in trends, and any delays in service implementation.

1.2.4. Adhere to On-site Reviews

1.2.5. Allow a team or person authorized by the DHHS/DPHS to periodically review the contractor's systems of governance, administration, data collection and submission, programmatic, and financial management in order to assure systems are adequate to provide the contracted services.

1.2.6. Take corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this exhibit.

1.3. **Culturally and Linguistically Appropriate Standards of Care**

The Contractor shall:

1.3.1. Ensure equal access to quality health services and provide culturally and linguistically appropriate services according to the following guidelines

1.3.2. Assess the ethnic/cultural needs, resources and assets of their community.

1.3.3. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.

1.3.4. When feasible and appropriate, provide clients of limited English proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provided to them without language assistance.

1.3.5. Offer consumers a forum through which clients have the opportunity to provide feedback to providers and organizations regarding cultural and linguistic issues that may deserve response.

1.3.6. Maintain a program policy that sets forth compliance with Title VI, Language Efficiency and Proficiency. The policy shall describe the way in which the items listed above were addressed and shall indicate the circumstances in which interpretation services are provided and the method of providing service (e.g. trained interpreter, staff person who speaks the language of the client or language line).

1.4. **State and Federal Laws**

1.4.1. The Contractor shall be responsible for compliance with all relevant state and federal laws. Special attention is called to the following statutory responsibilities:

1.4.2. Ensure that all persons employed by the contractor shall comply with the reporting requirements of New Hampshire RSA 169:C, Child Protection Act; RSA 161:F46, Protective Services to Adults, RSA 631:6, Assault and Related Offences.

1.5. **Relevant Policies and Guidelines**

1.5.1. The Contractor shall adhere to the Health Insurance Portability and Accountability Act requirements to maintain the confidentiality of protected health information provided by individuals who contact the poison control center.

1.6. **Publications Funded Under Contract**

1.6.1. The DHHS and/or its funders will retain COPYRIGHT ownership for any and all original materials produced with DHHS contract funding, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports.

1.6.2. All documents (written, video, audio, electronic) produced, reproduced, or purchased under the contract shall have prior approval from DPHS before printing, production, distribution, or use.

1.6.3. The Contractor shall credit DHHS on all materials produced under this contract following the instructions outlined in Exhibit C (14).

1.7. **Subcontractors**

1.7.1. If any services required by this Exhibit are provided, in whole or in part, by a subcontracted agency or provider, the Division of Public Health Services (DPHS), Maternal and Child Health Section must be notified in writing and approve the subcontractual agreement, prior to initiation of the subcontract.

1.7.2. In addition, the original DPHS Contractor will remain liable for all requirements included in this Exhibit and carried out by subcontractors.

1.7.3. The Contractor shall utilize its wholly owned subsidiary, Maine Medical Center, to perform some of its obligations under this Agreement, including providing hotline and administrative staff. Maine Medical Center shall not be considered a subcontractor for purposes of this Agreement. Contractor will remain fully responsible for all requirements of the performance of the contract.

2. Staffing Provisions

2.1. **New Hires**

2.1.1. The Contractor shall notify the DHHS/DPHS in writing within one month of hire when a new administrator, clinical coordinator, or any staff person essential to carrying out contracted services is hired to work in the program.

2.1.2. Resumes of new staff shall be submitted to DHHS/DPHS with the agency's application for funding.

2.2. **Vacancies**

2.2.1. The contractor must notify the DHHS/DPHS in writing if any critical position is vacant for more than one month, of if at any time funded under this contract does not have adequate staffing to perform all required services for more than one month. This may be done through a budget revision

2.2.2. Before an agency hires new program personnel that do not meet the required staff qualifications, the agency shall notify the DHHS/DPHS in writing requesting a waiver of the applicable staffing requirements. The Section may grant waiver based on the need of the program, individuals' experience, and additional training.

3. Performance Measures

3.1. The Contractor shall ensure that the following performance measures are annually achieved and monitored monthly to measure the effectiveness of the agreement:

3.1.1. Increase to 90% of call cases managed at home of children under six years of age.

3.1.2. Maintain or exceed the percentage of human poisoning exposure cases in adults 60 and older at a baseline of 8.1%.

3.1.3. Maintain or exceed the percentage of human poisoning exposure cases at health care facilities at a baseline of 23%.

3.2. Annually, the Contractor shall develop and submit to the DHHS, a corrective action plan for any performance measure that was not achieved.

Method and Conditions Precedent to Payment

1. Funding sources is available as follows and shall not exceed:

   a. $1,040,000 = 100% general funds, Account # 05-95-90-902010-1228-102-500731, $520,000 in SFY 2016, and $520,000 in SFY 2017.

   b. $ 157,000 = 85.45% federal funds from the US Department of Health and Human Services, Centers for Disease Control and Prevention, CFDA #93.074, Federal Award Identification Number (FAIN) U90TP000535, and 14.55% general funds. Account # 05-95-90-902010-7545-102-500731, $78,500 in SFY 2016, and $78,500 in SFY 2017.

   c. $ 50,000 = 100% other funds, (Department of Safety), Account # 05-95-90-902010-1228-102-500731, $25,000 in SFY 2016, and $25,000 in SFY 2017.

   $1,247,000 Total

2 The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

   Payment for said services shall be made as follows:

   The Contractor will submit an invoice in a form satisfactory to the State by the twentieth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement. The final invoice shall be due to the State no later than thirty (30) days after the contract Completion Date.

   The invoice must be submitted to:

   Department of Health and Human Services
   Division of Public Health Services
   Email address: DPHScontractbilling@dhhs.state.nh.us

3. This is a cost-reimbursement contract based on an approved budget for the contract period. Reimbursement shall be made monthly based on actual costs incurred during the previous month. The Contractor agrees to use and apply all contract funds from the State for direct and indirect costs and expenses including but not limited to personnel costs and operating expenses related to the Services, as detailed in the attached Exhibit B-1 Amendment #1 budgets for SFY 2016, and SFY 2017. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. The Contractor agrees not to use or apply such funds for capital additions or improvements, entertainment costs, or any other costs not approved by the State.

4. Invoices shall be submitted by the Contractor to the State in a form satisfactory to the State for each of the Service category budgets. Said invoices shall be submitted within twenty (20) working days following the end of the month during which the contract activities were completed, and the final invoice shall be due to the State no later than sixty (60) days after

the contract Completion Date. Said invoice shall contain a description of all allowable costs and expenses incurred by the Contractor during the contract period.

5. Payment will be made by the State agency subsequent to approval of the submitted invoice and if sufficient funds are available in the Service category budget line items submitted by the Contractor to cover the costs and expenses incurred in the performance of services.

6. The Contractor shall have written authorization from the State prior to using contract funds to purchase any equipment with a cost in excess of three hundred dollars ($300) and with a useful life beyond one year.

7. Notwithstanding paragraph 18 of the General Provisions P-37, an amendment limited to adjustments to amounts between and among account numbers and Exhibit B-1 Budgets, within the price limitation, and to adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council

The remainder of this page intentionally left blank.

Contractor Initials

Date 5/12/15

SPECIAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

Exhibit C-1

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

   4. CONDITIONAL NATURE OF AGREEMENT.

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

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

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

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

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

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

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

3. Extension: This agreement has the option for a potential extension of 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.

4. Standard Exhibit C of this contract, Special Provisions, is revised as follows:

Subparagraph 16 – Equal Employment Opportunity Plan (EEOP), is revised to add:

"By signing this agreement the contractor certifies that it is not a recipient of funding from the Justice Department subject to the authority of the Omnibus Crime Control and Safe Streets Act of 1968 and therefore is not required to comply with EEOP requirements according to this paragraph."

Contractor Initials: _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractor Name: MaineHealth

5/14/15
Date

Name: Albert C. Swallow
Title: EVP / Treasurer

47

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6527
603-271-4517 1-800-852-3345 Ext. 4517
Fax: 603-271-4519 TDD Access: 1-800-735-2964

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

Nicholas A. Toumpas
Commissioner

José Thier Montero
Director

G&C Approval Date: 07/10/213
G&C Item # 47

June 12, 2013

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

5.17% Fed
94.83% general

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, Bureau of Population Health and Community Services, Maternal and Child Health Section, to enter into an agreement with MaineHealth (Vendor #153202-B001), 110 Free Street, Portland, Maine 04101, in an amount not to exceed $1,107,000.00, to provide poison control center services, to be effective July 1, 2013 or date of Governor and Executive Council approval, whichever is later, through June 30, 2015.

Funds are anticipated to be available in the following account in SFY 2014 and SFY 2015 upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and amend the related terms of the contract without further approval from Governor and Executive Council.

05-95-90-902010-1228 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, MATERNAL AND CHILD HEALTH

Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
SFY 2014	102-500731	Contracts for Prog Svc	90001228	$520,000.00
SFY 2015	102-500731		90001228	$520,000.00
			Sub-Total	$1,040,000.00

05-95-90-902510-5171 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUJS DISEASE CONTROL, EMERGENCY PREPAREDNESS

Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
SFY 2014	102-500731	Contracts for Prog Svc	90077021	$33,500.00
SFY 2015	102-500731		90077021	$33,500.00
			Sub-Total	$67,000.00
			Total	$1,107,000.00

EXPLANATION

Funds in this agreement will be used to provide poison information and control services, including medical consultation, to New Hampshire residents on a 24-hour per day, 7 days a week basis. As per Revised Statutes Annotated 126-A:49, New Hampshire is responsible for developing or designating a statewide program for poison information and a poison information center that provides information and medical consultation on a daily, 24 hour basis for all New Hampshire residents and health care providers.

Poison control services are critical because unintentional and intentional poisonings are a significant public health problem in New Hampshire. One of the primary functions of poison information services is to reduce unnecessary and costly utilization of emergency response, emergency department, and primary health care services. Researchers have estimated that nationally, poison center services save at least $7 in health care costs for every $1 spent.

In State Fiscal Year 12, the current contractor, MaineHealth, Northern New England Poison Center:

- Managed 12,839 New Hampshire calls, including 11,080 human exposures. Of these, 254 were later confirmed as non-exposures, including 238 cases associated with a military drill.
- Provided 438 in-depth consultations (including the military drill-associated cases) and reviewed 333 additional cases by board certified toxicologists. These exposures generated 11,484 follow-up calls.
- Managed 7,536 human exposures (70%) on-site. The national average of exposure cases managed on-site was 71% in 2010.
- Handled an increased call volume of serious cases called in by health care facilities seeking management assistance. In SFY11, the Northern New England Poison Center managed 2,502 cases that were called in from or referred to health care facilities. In SFY12, there were 3,008 such cases.
- Had a penetrance (the number of calls per 1,000 population) for human exposures in New Hampshire of 8.4. The national penetrance for human exposure calls in 2010 was 7.6.
- Participated in an unannounced military drill by the New Hampshire Air National guard.
- Downloaded data every four to ten minutes to the National Poisoning Data System, which is operated by the American Association of Poison Control Centers.
- Provided weekly food poisoning case information to the Department's Food Protection Service.
- Provided information to the New Hampshire Health Alert Network on protocol and management of bath salt (synthetic amphetamine like drug) cases.
- Provided poison prevention activities with a focus on older adults, those living in Coos County, and those limited English proficiency. Updated booklet "Medication: What You Need to Know" for older adults.

Should Governor and Executive Council not authorize this Request, poison center services would cease to exist.

MaineHealth was selected for this project through a competitive bid process. A Request for Proposals was posted on The Department of Health and Human Services' web site from March 18, 2013 through April 17, 2013.

One agency responded to the Request for Proposals. This proposal was scored and reviewed by three professionals who work inside and outside of the Department of Health and Human Services. The reviewers represent seasoned public health administrators and program managers experienced in contract and vendor

management, poison prevention, and emergency management. Each reviewer was selected for the specific skill set they possess and their experience. Their decision followed a thorough discussion of the strengths and weaknesses of the proposal. The final decision was made by taking an average of all reviewers' scores. The Bid Summary is attached.

As referenced in the Request for Proposals, Renewals Section, this competitively procured Agreement has the option to renew for two (2) additional year(s), contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council. This is the initial agreement with this Contractor for these services.

The following performance measures will be used to measure the effectiveness of the agreement.

- Increase to 90% of call cases managed at home of children under six years of age.
- The Contractor will respond to the Department of Health and Human Service notification alerts sent during quarterly drills within 30 minutes 100 percent of the time.

Area served: Statewide.

Source of Funds: 5.17% Federal Funds from Centers for Disease Control and Prevention and 94.83% General Funds.

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

Respectfully submitted,

José Thier Montero, MD
Director

Approved by:
Nicholas A. Toumpas
Commissioner

JTM/RS/sc

Program Name Poison Center
Contract Purpose Provide poison center services to the whole state
RFP Score Summary

RFA/RFP CRITERIA	Max Pts	MaineHealth, 110 Free Street, Portland, Maine 04101					
Agy Capacity	**30**	30		0	0	0	0
Program Structure	**50**	45		0	0	0	0
Budget & Justification	**15**	15		0	0	0	0
Format	**5**	5		0	0	0	0
Total	**100**	95		0	0	0	0

BUDGET REQUEST							
Year 01		$553,500	$0	$0	$0	$0	$0
Year 02		$553,500	$0	$0	$0	$0	$0
Year 03		$0	$0	$0	$0	$0	$0
TOTAL BUDGET REQUEST		**$1,107,000**	**$0**	**$0**	**$0**	**$0**	**$0**
BUDGET AWARDED							
Year 01		$553,500	$0	$0	$0	$0	$0
Year 02		$553,500	$0	$0	$0	$0	$0
Year 03		$0	$0	$0	$0	$0	$0
TOTAL BUDGET AWARDED		**$1,107,000**	**$0**	**$0**	**$0**	**$0**	**$0**

RFP Reviewers

Name	Title	Dept./Agency	Qualifications
Mark Andrew	Administrator E	DPHS, DHHS	The reviewers represent seasoned public health administrators and program managers experienced in contract and vendor management, poison prevention and emergency management. Each reviewer was selected for the specific skill set they possess and their experience.
James Esdon	Injury Prevention Manager	Injury Prevention Center, Dartmouth Hitchcock Medical Center	
Rhonda Siegel	Injury Prevention Program Manage	DPHS, Maternal & Child Health	

FORM NUMBER P-37 (version 1/09)

Subject: Poison Control Center Services

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services Division of Public Health Services		**1.2 State Agency Address** 29 Hazen Drive Concord, NH 03301-6504	
1.3 Contractor Name MaineHealth		**1.4 Contractor Address** 110 Free Street Portland, Maine 04101	
1.5 Contractor Phone Number 207-662-7221	**1.6 Account Number** 05-95-90-902010-1228-102-500731 05-95-90-902510-5171-102-500731	**1.7 Completion Date** June 30, 2015	**1.8 Price Limitation** $1,107,000
1.9 Contracting Officer for State Agency Lisa L. Bujno, MSN, APRN Bureau Chief		**1.10 State Agency Telephone Number** 603-271-4501	
1.11 Contractor Signature Francis G. McGinty		**1.12 Name and Title of Contractor Signatory** FRANCIS G. McGINTY EVP, TREASURER	

1.13 Acknowledgement: State of ME County of Cumberland

On 5/21/13 before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[Seal] Mechelle Connolly

Mechelle Connolly
Notary Public, Maine
My Commission Expires
April 4, 2019

1.13.2 Name and Title of Notary or Justice of the Peace

mechelle Connolly

1.14 State Agency Signature Brad Boyce	**1.15 Name and Title of State Agency Signatory** Brad Boyce ~~Lisa L. Bujno~~, Bureau Chief
1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:	Director, On:
1.17 Approval by the Attorney General (Form, Substance and Execution) By: Nancy P. Herrick, Attorney	On: 17 Jun. 2013
1.18 Approval by the Governor and Executive Council By:	On:

NH Department of Health and Human Services

Exhibit A

Scope of Services

Poison Control Center Services

CONTRACT PERIOD: July 1, 2013 or date of G&C approval, whichever is later, through June 30, 2015

CONTRACTOR NAME: MaineHealth

ADDRESS: 110 Free Street
Portland, Maine 04101
Director: Karen Simone
TELEPHONE: 207-662-7221

The Contractor shall:

I. General Provisions

A) Relevant Policies and Guidelines

1. The Contractor shall operate a poison center that meets the certification criteria established by the American Association of Poison Control Centers.

2. The Contractor shall adhere to the Health Insurance Portability and Accountability Act requirements to maintain the confidentiality of protected health information provided by individuals who contact the poison control center.

B) State and Federal Laws

The contractor is responsible for compliance with all relevant state and federal laws. Special attention is called to the following statutory responsibilities:

1. Persons employed by the contractor shall comply with the reporting requirements of New Hampshire RSA 169:C, Child Protection Act; RSA 161:F46, Protective Services to Adults and RSA 631:6, Assault and Related Offences.

C) Publications Funded Under Contract

1. The Division of Public Health Services and/or its funders will retain COPYRIGHT ownership for any and all original materials produced with the Division of Public Health Services contract funding, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports.

2. All documents (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from the Division of Public Health Services before printing, production, distribution, or use.

3. The Contractor shall credit the Division of Public Health Services on all materials produced under this contract following the instructions outlined in Exhibit C1 (5).

Contractor Initials: _____
Date: 5/14

D) **Culturally and Linguistically Appropriate Standards of Care**

The Division of Public Health Services recognizes that culture and language have considerable impact on how consumers access and respond to public health services. Contractors shall provide culturally and linguistically appropriate services according to the following guidelines:

1. Assess the ethnic/cultural needs, resources and assets of their community.

2. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.

3. Provide clients of limited English proficiency Language Efficiency and Proficiency with interpretation services. Persons of Language Efficiency and Proficiency are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provided to them without language assistance.

4. Offer consumers a forum through which clients have the opportunity to provide feedback to providers and organizations regarding cultural and linguistic issues that may deserve response.

5. The contractor shall maintain a program policy that sets forth compliance with Title VI, Language Efficiency and Proficiency Citation 45 CFR 80.3(b) (2). The policy shall describe the way in which the items listed above were addressed and shall indicate the circumstances in which interpretation services are provided and the method of providing service (e.g. trained interpreter, staff person who speaks the language of the client, language line).

E) **Subcontractors**

1. If any services required by this Exhibit are provided, in whole or in part, by a subcontracted agency or provider, the Division of Public Health Services, Maternal and Child Health Section must be notified in writing and approve the subcontractual agreement, prior to initiation of the subcontract.
2. In addition, the original Division of Public Health Services contractor will remain liable for all requirements included in this Exhibit and carried out by subcontractors.

II. Minimal Standards of Core Services

A) **Service Requirements**

1. The Contractor shall provide a full time (24 hours) hotline service, utilizing the national toll free call number, 1-800-222-1222 (established by the American Association of Poison Control Centers). This hotline will answer calls for both the lay public and healthcare professionals on poisoning emergencies and basic poison prevention non-emergencies.

2. The Contractor shall participate in and submit data to the National Poison Data System, a real-time surveillance system.

3. With respect to bioterrorism and public health emergency response planning, the Contractor shall:

   a) Provide call-surge backup when requested by the Division of Public Health Services.

   b) Collaborate with the Division of Public Health Services to identify and share surveillance data gleaned from poison control center activities that may serve as early warning data for public health threats and emergencies.

Contractor Initials: _____

Date: 5/21

c) Provide ongoing education, including emergency preparedness and response training, as requested.

d) Participate, as requested, in the New Hampshire Health Alert Network notifications for both drills and actual events.

4. Coordinate education activities and strategies with the Division of Public Health Services' Injury Prevention Program, including participating as a member of the Injury Prevention Advisory Council. The Poison Educator shall be physically located within the Injury Prevention Program.

5. The Contractor will maintain a statewide inventory of the location and ability for mobilization of poison antidotes.

B) Staffing Provisions

The Contractor shall have, at a minimum, staffing consistent with certification through the American Association of Poison Control Centers.

1. New Hires

The Contractor shall notify the Division of Public Health Services in writing within one month of hire when a new staff person essential to carrying out contracted services is hired to work in the program. A resume of the employee shall accompany the aforesaid notification.

2. Vacancies

a) The Contractor must notify the Division of Public Health Services in writing if any critical position is vacant for more than one month, or if at any time funded under this contract does not have adequate staffing to perform all required services for more than one month. This may be done through a budget revision.

C) Meetings and Trainings

The contractor will be responsible for sending staff to meetings and/or training identified by the Division of Public Health Services.

III. Quality or Performance Improvement (QI/PI)

A) Data and reporting requirements

1. The Contractor shall provide annual reports, in a format approved by the Division of Public Health Services, documenting data collected on elements that match the data reporting requirements of the National Poison Data System.

B) On-site reviews

1. The Contractor shall allow a team or person authorized by the Maternal and Child Health Section to periodically review the contractor's systems of governance, administration, data collection and submission, programmatic, and financial management in order to assure systems are adequate to provide the contracted services.

2. The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this exhibit.

Contractor Initials: [signature]
Date: 5/21

NH Department of Health and Human Services

Exhibit B

Purchase of Services
Contract Price

Poison Control Center Services

CONTRACT PERIOD: July 1, 2013 or date of G&C approval, whichever is later, through June 30, 2015

CONTRACTOR NAME: **MaineHealth**

ADDRESS: **110 Free Street**
Portland, Maine 04101
Director: **Karen Simone**
TELEPHONE: **207-662-7221**

Vendor #153202-B001 Job #90001228 Appropriation #05-95-90-902010-1228-102-500731
#90077021 #05-95-90-902510-5171-102-500731

1. The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services during the period of the contract shall not exceed:

   $1,040,000 for poison control center services, funded from 100% general funds.

   $67,000 for poison control center services, funded from 85.45% federal funds from the Centers for Disease Control and Prevention (CFDA #93.074) and 14.55% general funds.

TOTAL: $1,107,000

2. The Contractor agrees to use and apply all contract funds from the State for direct and indirect costs and expenses including, but not limited to, personnel costs and operating expenses related to the Services, as detailed in the attached budgets. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. The Contractor agrees not to use or apply such funds for capital additions or improvements, entertainment costs, or any other costs not approved by the State.

3. This is a cost-reimbursement contract based on an approved budget for the contract period. Reimbursement shall be made monthly based on actual costs incurred during the previous month.

4. Invoices shall be submitted by the Contractor to the State in a form satisfactory to the State for each of the Service category budgets. Said invoices shall be submitted within twenty (20) working days following the end of the month during which the contract activities were completed, and the final invoice shall be due to the State no later than sixty (60) days after the contract Completion Date. Said invoice shall contain a description of all allowable costs and expenses incurred by the Contractor during the contract period.

5. Payment will be made by the State agency subsequent to approval of the submitted invoice and if sufficient funds are available in the Service category budget line items submitted by the Contractor to cover the costs and expenses incurred in the performances of the services.

Contractor Initials: _____
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6. The Contractor may amend the contract budget for any Service category through line item increases, decreases, or the creation of new line items provided these amendments do not exceed the contract price for that particular Service category. Such amendments shall only be made upon written request to and written approval by the State. Budget revisions will not be accepted after June 20th of each contract year.

7. The Contractor shall have written authorization from the State prior to using contract funds to purchase any equipment with a cost in excess of three hundred dollars ($300) and with a useful life beyond one year.

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Contractor Initials: _____

Date: 5/21

NH Department of Health and Human Services

Exhibit C

SPECIAL PROVISIONS

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

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

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

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

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

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

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

8. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party fundors for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party fundors, the Department may elect to:

    8.1 Renegotiate the rates for payment hereunder, in which event new rates shall be established;

Contractor Initials: JH

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8.2 Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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

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

9. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

9.1 **Fiscal Records:** Books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

9.2 **Statistical Records:** Statistical, enrollment, attendance, or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

9.3 **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

10. **Audit:** Contractor shall submit an annual audit to the Department within nine months after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

10.1 **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

10.2 **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

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

Contractor Initials: _____

Date: 5/21

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

12. **Reports: Fiscal and Statistical**: The Contractor agrees to submit the following reports at the following times if requested by the Department

    12.1 Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.

    12.2 Final Report: A final report shall be submitted within sixty (60) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

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

14. **Credits:** All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:

    14.1 The preparation of this (report, document, etc.), was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, Division of Public Health Services, with funds provided in part or in whole 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. **Operation of Facilities:** Compliance with Laws and Regulations: In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the Contractor with respect to the operation of the facility or the provision of the services at such facility. If any government 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.

Contractor Initials: _____

Date: 3/31

16. **Insurance:** Select either (1) or (2) below:

As referenced in the Request for Proposal, Comprehensive General Liability Insurance Acknowledgement Form, the Insurance requirement checked under this section is applicable to this contract:

Insurance Requirement for (1) - 501(c) (3) contractors whose annual gross amount of contract work with the State does not exceed $500,000, per RSA 21-I:13, XIV, (Supp. 2006): The general liability insurance requirements of standard state contracts for contractors that qualify for nonprofit status under section 501(c)(3) of the Internal Revenue Code and whose annual gross amount of contract work with the state does not exceed $500,000, is comprehensive general liability insurance in amounts of not less than $1,000,000 per claim or occurrence and $2,000,000 in the aggregate. *These amounts may NOT be modified.*

☐ (1) The contractor certifies that it **IS** a 501(c) (3) contractor whose annual total amount of contract work with the State of New Hampshire does **not** exceed $500,000.

Insurance Requirement for (2) - All other contractors who do not qualify for RSA 21-I:13, XIV, (Supp. 2006), Agreement P-37 General Provisions, 14.1 and 14.1.1. Insurance and Bond, shall apply: The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, both for the benefits of the State, the following insurance: comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $250,000 per claim and $2,000,000 per incident or occurrence. *These amounts MAY be modified if the State of NH determines contract activities are a risk of lower liability.*

(2) The contractor certifies it does **NOT** qualify for insurance requirements under RSA 21-I:13, XIV (Supp. 2006).

Subparagraph 14.2 of the General Provisions of this contract is deleted and the following sub paragraph is added:

14.2 The policies described in subparagraph 14.1 of this paragraph shall be issued by underwriters authorized to do business in the State of New Hampshire.

17. **Renewal:**

As referenced in the Request for Proposals, Renewals Section, this competitively procured Agreement has the option to renew for two (2) additional year(s), contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

18. **Authority to Adjust**

Notwithstanding paragraph 18 of the P-37 and Exhibit B, Paragraph I Funding Source(s), to adjust funding from one source of funds to another source of funds that are identified in the Exhibit B Paragraph I and within the price limitation, and to adjust amounts if needed and justified between State Fiscal Years and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Council.

Contractor Initials: _____

Date: 5/21

19. **Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:**

4. CONDITIONAL NATURE OF AGREEMENT.

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

20. **Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;**

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

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

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

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

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

Contractor Initials: [signature]

Date: 5/21

SPECIAL PROVISIONS – DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

Contractor Initials: _____

Date: 5/21

NH Department of Health and Human Services

Standard Exhibit G

CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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 make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

Francis G. McGinty | Francis G. McGinty, EVP + Treasurer

Contractor Signature | **Contractor's Representative Title**

MaineHealth | May 21, 2013

Contractor Name | **Date**

NH Department of Health and Human Services

STANDARD 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 Signature	Contractor's Representative Title
MaineHealth Contractor Name	MAY 21, 2013 Date

STANDARD EXHIBIT I
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILTY 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 and those parts of the HITECH Act 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.

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.

b. "Business Associate" has the meaning given such term in section 160.103 of Tile 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.

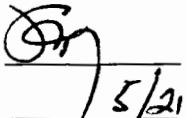
g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

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.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 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 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

Contractor Initials: 

Date: 5/21

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.

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, unreasonable, 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) 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, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do 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 HITECH Act, Subtitle D, Part 1, Sec. 13402 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 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.

Contractor Initials:

Date: 5/21

(3) **Obligations and Activities of Business Associate.**

a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec.13402.

b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.

c. 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.

d. 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)b and (3)k herein. 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 pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.

e. 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.

f. 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.

g. 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.

Contractor Initials: _____

Date: 5/21

h. 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.

i. 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.

j. 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.

k. 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 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.

Contractor Initials: _____

Date: 5/21

(5) Termination for Cause

In addition to standard provision #10 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, and the HITECH Act as 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 and the HITECH Act.

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 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

Contractor Initials: [signature]

Date: 5/21

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

DIVISION OF PUBLIC HEALTH SERVICES	MAINEHEALTH
The State Agency Name	Name of Contractor
Signature of Authorized Representative	Signature of Authorized Representative
~~LISA L. BUJNO, MSN, APRN~~	Francis G. McGinty
Name of Authorized Representative	Name of Authorized Representative
BUREAU CHIEF	EVP and Treasurer
Title of Authorized Representative	Title of Authorized Representative
6/11/13	May 21, 2013
Date	Date

NH Department of Health and Human Services

STANDARD 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 Sub-award and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any sub-award 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:
    a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    b. 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 Sub-award 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 Representative Signature)

Francis G. McGinty, EVP + Treasurer
(Authorized Contractor Representative Name & Title)

MaineHealth
(Contractor Name)

May 21, 2013
(Date)

NH Department of Health and Human Services

STANDARD EXHIBIT J

FORM A

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

1. The DUNS number for your entity is: 858582372

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, sub-grants, 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: _____

Contractor Initials: _____
Date: 5/21