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Nicholas A. Toumpas  
Commissioner

José Thier Montero  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6527  
603-271-4612 1-800-852-3345 Ext. 4612  
Fax: 603-271-4827 TDD Access: 1-800-735-2964



January 21, 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, Bureau of Population Health and Community Services, to exercise a renewal option and enter into an amendment to an existing agreement with Catholic Medical Center (Vendor #177240-B002), 195 McGregor Street, Suite LL22, Manchester, NH by increasing the price limitation by \$184,000, from \$184,000 to \$368,000, to continue to provide a comprehensive screening program for the early detection of breast and cervical cancer in greater Manchester, and to extend the completion date from June 30, 2015 to June 30, 2017, effective July 1, 2015 or date of Governor and Executive Council approval, whichever is later. Governor and Executive Council approved the original agreement June 5, 2013 (Item #93). 100% Federal Funds.

Funds are anticipated to be available in State Fiscal Years 2016 and 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 Governor and Executive Council, if needed and justified.

05-95-90-902010-5659 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, COMPREHENSIVE CANCER

Class/Object	Class Title	Fiscal Year	Job Number	Current Budget	Increase/Decrease Amount	Revised Modified Budget
102-500731	Contracts for Prog Svc	SFY 14	90080081	\$ 92,000	\$ 0	\$ 92,000
102-500731	Contracts for Prog Svc	SFY 15	90080081	\$ 92,000	\$ 0	\$ 92,000
102-500731	Contracts for Prog Svc	SFY 16	90080081	\$ 0	\$ 92,000	\$ 92,000
102-500731	Contracts for Prog Svc	SFY 17	90080081	\$ 0	\$ 92,000	\$ 92,000
			<b>Total</b>	\$184,000	\$184,000	\$368,000

**EXPLANATION**

Funds in this agreement will be used to continue to provide comprehensive screening for the early detection of breast and cervical cancer and to provide two population-based outreach initiatives in greater Manchester. To be eligible for these services, a woman must be between the ages of 21-64, uninsured or underinsured, and living at or below 250% of the federal poverty level. Priority for breast

and cervical cancer screening shall be for women 50-64; and priority for cervical cancer screening shall be for women who have never had a Pap test or have not had one in over five years. Women who receive abnormal test results will receive additional coverage for diagnostic work-up and case management through initiation of treatment, as needed, at primary care facilities and two hospitals in Manchester.

The Centers for Disease Control and Prevention, as funder of this program, now requires the Breast and Cervical Cancer Program to address population based education to elevate the importance of these screenings for all women. This amendment makes a stronger commitment to improve screening programs and screening rates by conducting a baseline assessment of all breast and cervical cancer screening for women in New Hampshire, and through implementation of evidence-based strategies to increase screening rates and continual assessment of progress. The Contractor has capacity to comply with this requirement because more women have moved out of the target direct service population and have instead gained access to insurance coverage through the NH Health Protection Program or the Affordable Care Act's Health Insurance Marketplace.

According to the most recent data from the Centers for Disease Control and Prevention, breast cancer is the most frequently diagnosed cancer among women in New Hampshire and in the United States. In the years 2007-2011, there were 5,392 breast cancer cases diagnosed in New Hampshire and 880 deaths reported. In the years 2007-2011, there were 948,863 new cases of breast cancer in the United States and 203,790 deaths. Cervical cancer is one of the most treatable cancers when detected early through a Pap test; as many as 93% of cervical cancer cases could be prevented by screening and human papillomavirus vaccination. During the years 2007-2011, there were 183 cases of cervical cancer and 70 deaths in New Hampshire. In the years 2007-2011, there were 60,269 cases of cervical cancer in the United States and 19,969 deaths.

Should the Governor and Executive Council not authorize this Request, the Breast and Cervical Cancer Program will be unable to annually enroll 420 women from the greater Manchester area in a timely and efficient manner for regular breast and cervical cancer screening services, and the Department's statewide efforts to increase the rate of breast and cervical cancer screening for all women in New Hampshire will not occur.

The Catholic Medical Center was originally 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 December 21, 2012 through January 21, 2013. The Catholic Medical Center was the only respondent to the Request for Proposals. Internal and external reviewers formed the Department's evaluation team and upon completing the review of the Catholic Medical Center's proposal, the reviewers recommended that the contract be awarded to the Center. The Bid Summary is attached.

As referenced in the Governor and Executive Council letter that originally approved this agreement, both the Request for Proposals, Renewals Section and the original agreement contained the option to renew for two additional year(s), contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council. Because Catholic Medical Center has continually well-performed its contractual responsibilities under this agreement, the Department is exercising this option.

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

- 75% of all mammograms will be provided to program eligible women age 50-64 at all sites.
- 25% of all mammograms will be provided to women under age 50 at all screening sites.
- 20% of newly enrolled women for Pap tests have never had a Pap test or not had a Pap test in over five years at all screening sites.
- Screening services are provided to a minimum of 420 program eligible women each year between all facilities.
- Screening rates are improved at two screening sites due to the Contractor's implementing a policy, system or environmental change.
- At least two-population-based outreach/education activities are implemented.

Area served: greater Manchester.

Source of Funds: 100% Federal Funds from the Centers for Disease Control and Prevention, Investigations and Technical Assistance, Catalog of Federal Domestic Assistance Number, 93.283, Federal Award Identification Number #U58DP003930.

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, MHCDS  
Director

Approved by:



Nicholas A. Toumpas  
Commissioner

Program Name  
 Contract Purpose  
 RFP Score Summary

Breast and Cervical Cancer Program - Greater Manchester  
 To provide a comprehensive screening program for the early detection of breast and cervical cancer in the greater Manchester area.

RFA/RFP CRITERIA	Max Pts	Stacey Smith, Concord, NH, NH	Ludmila Anderson, Manchester, NH	Whitney Hammond, Concord, NH
Key Capacity	30	30.00	30.00	30.00
Program Structure	50	48.00	50.00	50.00
Budget & Justification	15	15.00	13.00	15.00
Format	5	5.00	5.00	5.00
Total	100	98.00	98.00	100.00

BUDGET REQUEST	Year 01	Year 02	Year 03
TOTAL BUDGET REQUEST	124,000.00		
BUDGET AWARDED			
Year 01			
Year 02			
Year 03			
TOTAL BUDGET AWARDED	124,000.00		

RFP Reviewers

Name	Job Title	Dept/Agency	Qualifications
1 Stacey Smith, RN, MA, CCM	Public Health Nurse	NH Department of Health & Human Services	All reviewers have between 1 and 10 years experience in cancer prevention, public health, comprehensive cancer, and breast & cervical cancer.
2 Whitney Hammond	Program Coordinator	NH Department of Health & Human Services	
3 Ludmila Anderson	Public Health Epidemiologist	Consultant	
4			
5			
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**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the Breast and Cervical Cancer Screening Contract**

This 1<sup>st</sup> Amendment to the Catholic Medical Center, contract (hereinafter referred to as "Amendment One") dated this 7<sup>th</sup> day of January, 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 the Catholic Medical Center, (hereinafter referred to as "the Contractor"), a corporation with a place of business at 195 McGregor Street, Suite LL22, Manchester, NH 03102.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 5, 2013, Item #93, 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 amend the Contract by written agreement of the parties; and

WHEREAS, the State and the Contractor have agreed to extend the term of the agreement and increase the price limitation to support continued delivery of these services;

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 account number in P-37, Block 1.6, of the General Provisions, to read:

05-95-90-902010-5659-102-500731

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

June 30, 2017

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

\$368,000.

4. Delete Exhibit A and replace with Exhibit A Amendment #1
5. Delete Exhibit B and replace with Exhibit B Amendment #1
6. Add Exhibit B-1 SFY 2016
7. Add Exhibit B-1 SFY 2017
8. Add Exhibit B-2



New Hampshire Department of Health and Human Services

- 9. Delete Exhibit C and replace with Exhibit C Amendment #1
- 10. Add Exhibit C-1 Revisions to General Provisions
- 11. Delete Exhibit G and replace with Exhibit G Amendment #1

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,

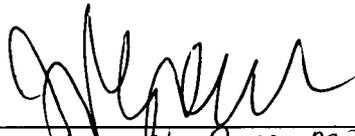
State of New Hampshire  
Department of Health and Human Services

3/14/15  
Date

  
Brook Dupee  
Bureau Chief

Catholic Medical Center

1/7/15  
Date

  
Name: Joseph Pepe MD  
Title: President & CEO

Acknowledgement:

State of NH, County of Hillsborough on 1/7/15, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

  
Signature of Notary Public or ~~Justice of the Peace~~

Dorothy C. Welsh  
Name and Title of Notary or ~~Justice of the Peace~~

My Commission Expires May 8 2019



Contractor Initials:   
Date: 1/7/15



New Hampshire Department of Health and Human Services

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

OFFICE OF THE ATTORNEY GENERAL

3/16/15  
Date

*Megan A. York*  
Name: Megan A. York  
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:



## Exhibit A – Amendment 1

### SCOPE OF SERVICES

## 1. General Provisions

### 1.1. Required Services

- 1.1.1. The Contractor shall provide directly and, through one or more agreement(s) with one other hospital and with other health care facilities in the greater Manchester, New Hampshire area, a comprehensive screening and administration program for the early detection of breast and cervical cancer.
  - 1.1.1.1. Screening services shall include: clinical pelvic examination; clinical breast examination, Pap test and HPV test if appropriate, mammogram if appropriate, and shall follow nationally accepted screening guidelines.
  - 1.1.1.2. Outreach services shall include educating priority populations about the available screening services, including one on one education sessions.
  - 1.1.1.3. Case management services shall be provided for all abnormal screening results.
  - 1.1.1.4. Representatives from the BCCP reserve the right to make on-site monitoring visits to screening sites, upon reasonable prior notice.
- 1.1.2. Additional services to be provided by the Contractor shall include the following:
  - 1.1.2.1. Site Coordinator/Case Manager shall continue to administer and oversee the provision of breast and cervical cancer screening and case management services to the prioritized population.
  - 1.1.2.2. The establishment of sub contractual agreements, within a mutually agreed timeframe to be approved by the Division of Public Health Services, with a mutually agreed upon number of hospital(s) or other health care facilities in the greater Manchester, New Hampshire area, to carry out breast and cervical cancer screening services for the specified number of women, within the prioritized population.
  - 1.1.2.3. Coordinate with the BCCP to provide outreach services to reach the priority population for breast and cervical cancer screening in specified targeted communities statewide.
  - 1.1.2.4. Identification of appropriate medical resources for consultation as needed.
  - 1.1.2.5. Assure the establishment of a list of primary care providers and specialists at each clinic site who are willing to see uninsured patients with abnormal results.
  - 1.1.2.6. Assure that all providers of clinical services are Medicaid providers.
  - 1.1.2.7. Assure the completion and submission of form(s) to the State office of the BCCP for each woman screened through the BCCP at subcontracted screening sites, including: an enrollment form; a data form describing cervical cancer screening completed, with results; a data form describing breast cancer screening completed, with results; and a diagnostic form for any follow-up completed following positive screen results, and assuring

*[Handwritten Signature]*

*11/7/15*



## Exhibit A – Amendment 1

that time schedules as outlined in the BCCP Policy and Procedure Manual are met.

- 1.1.2.8. Assure that case management standards outlined in the BCCP Policy and Procedures Manual are met.
- 1.1.2.9. Provide a minimum of two population-based outreach activities, promoting nationally accepted breast and cervical cancer screening recommendations.
- 1.1.2.10. Conduct a baseline assessment of breast and cervical cancer screening rates at each subcontracted site.
- 1.1.2.11. Implement evidence-based strategies to increase screening rates for all women, and continually assess and report rates to NH DPHS BCCP Site Coordinator.
- 1.1.2.12. Implement at least two policy, system or environmental change at two sites that create a demonstrated increase in cancer screening rates.

### 1.2. Required Subcontracted Services

- 1.2.1. The Contractor shall ensure that the following services are provided through sub contractual agreements, vendor agreements, or memorandums of agreement:
  - 1.2.1.1. Screening services to a minimum of 105 program eligible women per contract quarter for an annual total of 420 women. All screening services shall be provided to women who meet program eligibility criteria.
  - 1.2.1.2. Individualized education sessions performed by licensed health professional(s).
  - 1.2.1.3. Follow-up and diagnostic procedures as clinically indicated to include those procedures approved by the BCCP.
  - 1.2.1.4. Mammography screening services, with no less than 75% of all mammograms provided for women ages 50 to 64, and no more than 25% of all mammograms provided for women under age 50.
  - 1.2.1.5. Cervical cancer screening services, with a prioritized target of 20% of all newly enrolled women either never having had a Pap test or who have not had a Pap test in over five years.
  - 1.2.1.6. Provide outreach services to reach the intended audience, in collaboration with the BCCP.
  - 1.2.1.7. Collaborate with the BCCP to provide updated training and professional information to subcontracted program staff, as needed.
  - 1.2.1.8. Collaborate with the New Hampshire Comprehensive Cancer Collaboration in order to address the breast and cervical cancer objective(s) in the State of NH Comprehensive Cancer Plan.
- 1.2.2. Additional requirements for sub contractual agreements shall include:
  - 1.2.2.1. All services shall be provided in accordance with the BCCP Policy and Procedure Manual provided to each site.

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## Exhibit A – Amendment 1

- 1.2.2.2. All reimbursement shall be based on specified Medicare Current Procedural Terminology (CPT) code rates provided to each subcontracted screening site.
- 1.2.2.3. All mammography facilities utilized shall be Food and Drug Administration (FDA) certified under the Mammography Quality Standards Act (MQSA).
- 1.2.2.4. All pathology laboratories utilized shall meet the standards and regulations promulgated by the Health Care Financing Administration under the Clinical Laboratory Improvement Act (CLIA) of 1988.

### 1.3. Required Administrative Services

- 1.3.1. The Contractor shall provide administrative services to include the following:
  - 1.3.1.1. Provide for periodic monitoring of clinical quality and data collection as stated in the BCCP Policy and Procedures Manual through ongoing site evaluation visits, chart audits, educational activities, review of patient satisfaction surveys and other related quality assurance activities.
  - 1.3.1.2. Provide updated information to the BCCP regarding: clinic schedules; outreach and promotion taking place at subcontract screening sites; staffing at subcontract screening sites; and other pertinent information as needed.
  - 1.3.1.3. Be available to meet with BCCP staff as needed throughout the contract period.
  - 1.3.1.4. Notwithstanding Article 2 of the original Agreement (P-37), the Contractor shall comply with minor modifications and/or additions to the workplan and annual report format as requested by the BCCP. The BCCP shall provide the Contractor with advance notice of such changes.
  - 1.3.1.5. Site Coordinator or designee will attend the annual BCCP meeting.

### 1.4. Populations Served and Prioritized

- 1.4.1. One on one education sessions shall be available for each woman ages 21-64, who are living at or below 250% of the federal poverty level, and are uninsured or underinsured.
- 1.4.2. Priority for breast cancer screening shall be for women ages 50-64.
- 1.4.3. Priority for cervical cancer screening shall be for women who have never had a Pap test or have not had one in over five years.
- 1.4.4. Outreach and related assessment activities to increase the number of screenings that follow nationally accepted screening recommendations are intended to serve all women in NH.

MP

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## Exhibit A – Amendment 1

### 2. Compliance and Reporting Requirements

#### 2.1. Compliance Requirements

- 2.1.1. 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, the Contractor must 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 10 days of the contract effective date.

#### 2.2. Reporting Requirements

- 2.2.1. The Contractor shall submit monthly enrollment and monthly budget summary reports for all subcontracts.
- 2.2.2. The Contractor shall submit monthly status updates for each site regarding evidence-based interventions/Policy, System or Environment (PSE) change strategies to increase screening rates.
- 2.2.3. The Contractor shall submit baseline screening data for breast and cervical cancer screenings to the BCCP twice per year, from all subcontractors.
- 2.2.4. The Contractor shall provide copies of fully executed subcontract agreements to DHHS, BCCP Program Coordinator prior to start of such contracts.

### 3. Performance Measures

- 3.1. The Contractor shall ensure that following performance measures are annually achieved and monitored monthly:
  - 3.1.1. At least 75% of all mammograms will be provided to women ages 50-64 at all screening sites;
  - 3.1.2. No more than 25% of all mammograms will be provided to women under age 50 at all screening sites;
  - 3.1.3. 20% of newly enrolled women for Pap tests have never had a Pap test or have not had a Pap test in over five years at all screening sites;
  - 3.1.4. Screening services are provided to a minimum of 420 program eligible women each year between all facilities;
  - 3.1.5. Screening rates are improved for all women at all sites regardless of BCCP eligibility;
  - 3.1.6. Screening rates are improved at two screening sites due to the Contractor implementing a policy, system or environmental change (PSE);
  - 3.1.7. At least two evidence-based population-based outreach/education activities are implemented.
- 3.2. On a monthly basis, the Contractor shall develop and submit to the BCCP a corrective action plan for any performance measure that did not meet monthly benchmarks.

Exhibit A – Amendment 1 - Scope of Services

Contractor Initials

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**Exhibit A – Amendment 1**

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

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**Method and Conditions Precedent to Payment**

1. The total amount of all payments made to the Contractor for costs and expenses incurred in the performance of services during the period of July 1, 2015 and June 30, 2017 shall not exceed:
  - a. \$92,000 in SFY 2016 and \$92,000 in SFY 2017 to provide breast and cervical cancer screening in the greater Manchester area, for a total amount of \$184,000.
  - b. Funding is available as follows:
    - \$184,000 - 100% Federal Funds from the Centers for Disease Control and Prevention, CFDA #93.283, Federal Award Identification Number (FAIN), U58DP003930
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 SFY 2016 and 2017 budgets (Exhibits B-1). 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 performance of services.
6. Notwithstanding paragraph 18 of the General Provisions P-37, an amendment limited to adjustments to amounts between and among account numbers, within the price limitation, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.
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.

*JS*

11/7/15



Exhibit B Amendment #1

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8. The Contractor shall annually provide a match of one dollar (\$1) for every three dollars (\$3) of federal funds provided through this agreement. Match is defined as any service, facility, or equipment provided free, and it shall be provided in accordance with applicable state and federal laws and regulations. The match can be in the form of cash or in-kind services, such as differential screening, clinical, and diagnostic cost, promotional cost, meetings, travel, training (given or attended), transportation, education, or fund raisers related to the *"Let No Woman Be Overlooked Breast and Cervical Cancer Program."* The Contractor shall annually report the match to the State utilizing the Match Report Form (Exhibit B-2).

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## Exhibit B-1 Budget SFY 2016

### New Hampshire Department of Health and Human Services

Bidder/Contractor Name: Catholic Medical Center

**Breast and Cervical Cancer Screening - Greater  
Budget Request for: Manchester Area**

Budget Period: 7/1/15 - 6/30/16

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 48,859.03	\$ -	\$ 48,859.03	
2. Employee Benefits	\$ 3,835.17	\$ -	\$ 3,835.17	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ 4,780.80	\$ -	\$ 4,780.80	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ -	\$ -	\$ -	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ 1,500.00	\$ -	\$ 1,500.00	
11. Staff Education and Training	\$ 250.00	\$ -	\$ 250.00	
12. Subcontracts/Agreements	\$ 25,900.00	\$ -	\$ 25,900.00	
13. Other: Clinical Fees for Nurse Midwives	\$ 6,875.00	\$ -	\$ 6,875.00	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 92,000.00</b>	<b>\$ -</b>	<b>\$ 92,000.00</b>	

Indirect As A Percent of Direct

0.0%

NH DHHS  
Exhibit B-1 Budget - Amendment #

Contractor Initials: \_\_\_\_\_



Date: \_\_\_\_\_

1/7/15

## Exhibit B-1 Budget SFY 2017

### New Hampshire Department of Health and Human Services

Bidder/Contractor Name: Catholic Medical Center

Breast and Cervical Cancer Screening -- Greater  
Budget Request for: Manchester Area  
*(Name of RFP)*

Budget Period: 7/1/16 - 6/30/17

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 50,310.54	\$ -	\$ 50,310.54	
2. Employee Benefits	\$ 2,383.66	\$ -	\$ 2,383.66	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ 4,780.80	\$ -	\$ 4,780.80	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ -	\$ -	\$ -	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ 1,500.00	\$ -	\$ 1,500.00	
11. Staff Education and Training	\$ 250.00	\$ -	\$ 250.00	
12. Subcontracts/Agreements	\$ 25,900.00	\$ -	\$ 25,900.00	
13. Other: Clinical Fees for Nurse Midwives	\$ 6,875.00	\$ -	\$ 6,875.00	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 92,000.00</b>	<b>\$ -</b>	<b>\$ 92,000.00</b>	

Indirect As A Percent of Direct

0.0%

NH DHHS  
Exhibit B-1 Budget - Amendment #

Contractor Initials: 

Date: 1/7/15



Exhibit B-2 Match Report Form

Breast and Cervical Cancer Screening Program

MATCH REPORT FORM

New Hampshire  
Breast & Cervical Cancer Screening Program  
MATCH REPORT FORM

NAME: \_\_\_\_\_  
           Volunteer       Contractor       Provider

MATCH/YEAR: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTRACT IN-KIND MATCH:

CITY, ZIP: \_\_\_\_\_

\*MATCH RATE PER HOUR:       Volunteer - \$20/hr

TELEPHONE: \_\_\_\_\_

Manager/Staff - \$40/hr

Provider - \$175/hr

MATCH DOCUMENTATION

DATE	IN-KIND/CASH	MATCH ACTIVITY	# OF HOURS	MATCH RATE*	CONTRACT MATCH	TOTAL
<b>TOTAL</b>						

T:\007HCCP\Cancer Control\Group Administration & Management\Staff Folders\STACEY\BCCP Site Coordinators\Match Form Blank.doc

Contractor Initials   *JP*    
 Date   11/7/15



**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;

*JP*

New Hampshire Department of Health and Human Services  
Exhibit C Amendment #1



- 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.

  
1/2/15

New Hampshire Department of Health and Human Services  
Exhibit C Amendment #1



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

  
1/7/15

New Hampshire Department of Health and Human Services  
Exhibit C Amendment #1



- 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. **Renewal:**

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

Handwritten initials in black ink, appearing to be "M" or "W".



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

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

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

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

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

Exhibit G- Amendment #1

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

Contractor Initials

11/7/15

New Hampshire Department of Health and Human Services  
Exhibit G – Amendment #1



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:

Name: Joseph Pepe MD  
Title: President & CEO

1/7/15

Date

Exhibit G- Amendment #1

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

Contractor Initials

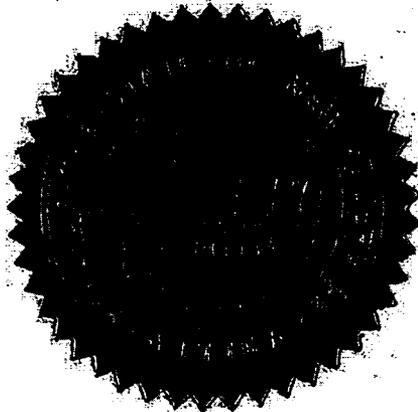
Date

1/7/15

State of New Hampshire  
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CATHOLIC MEDICAL CENTER is a New Hampshire nonprofit corporation formed November 7, 1974. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 6<sup>th</sup> day of March A.D. 2015

A handwritten signature in black ink, appearing to read "William M. Gardner", is written over the printed name.

William M. Gardner  
Secretary of State

# CERTIFICATE OF VOTE

I, John G. Cronin, Esq. Officer and Secretary, do hereby certify that:

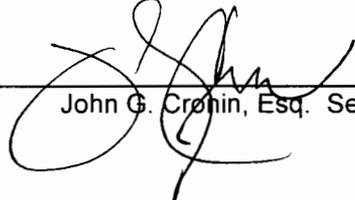
1. I am a duly elected Officer of Catholic Medical Center, a non profit corporation.

2. The following is a true copy of the resolution duly adopted at a meeting of the Executive Committee of the Board of Directors of the corporation, duly held on December 18 2014.

**RESOLVED:** That the President and CEO, Dr. Joseph Pepe, is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

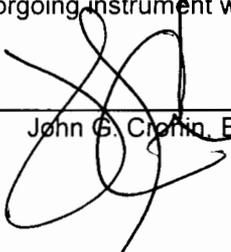
3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 7<sup>th</sup> day of January, 2015  
(Date Contract Signed)

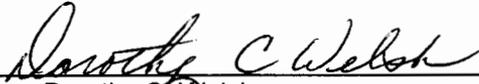
4. Joseph Pepe, MD, is the duly elected President and CEO of Catholic Medical Center.

  
\_\_\_\_\_  
John G. Cronin, Esq. Secretary

STATE OF NEW HAMPSHIRE  
County of Hillsborough

The forgoing instrument was acknowledged before me this 7<sup>th</sup> day of January 2015.

By   
\_\_\_\_\_  
John G. Cronin, Esq. Secretary

  
\_\_\_\_\_  
Dorothy C. Welsh  
(Notary Public/Justice of the Peace)

Commission Expires: 5/8/2019



**CERTIFICATE OF VOTE**

I, Rick Botnick, Officer and Board Chair, of Catholic Medical Center, do hereby certify that:

1. I am the duly elected Board Chair of Catholic Medical Center, a non profit corporation;
  - The following are true copies of two resolutions duly adopted at a meeting of the Executive Committee of the Board of Directors of the corporation, duly held on December 18, 2014;

RESOLVED: That this corporation may enter into any and all contracts, amendments, renewals, revisions or modifications thereto relating to Breast and Cervical Cancer Screening program, with the State of New Hampshire, acting through its Department of Health and Human Services, Division of Public Health Services.

RESOLVED: That the President & CEO is hereby authorized on behalf of this corporation to enter into said contract with the State and to execute any and all documents, agreements, and other instruments; and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable, or appropriate. Joseph Pepe, MD is the duly elected President & CEO of the corporation.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of December 18, 2014;

IN WITNESS WHEREOF, I have hereunto set my hand as the Board Chair of the corporation this 18<sup>th</sup> day of December, 2014.

  
\_\_\_\_\_  
Rick Botnick, Chair  
CMC Board of Directors

STATE OF NEW HAMPSHIRE  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of December, 2014 by  
Rick Botnick.



Breast and Cervical Cancer Screening

  
\_\_\_\_\_  
Dorothy C. Welsh, Notary Public  
My Commission Expires: May 8, 2019



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/01/2014

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).

<b>PRODUCER</b> MARSH USA, INC. 99 HIGH STREET BOSTON, MA 02110 Attn: Boston.certrequest@Marsh.com Fax: 212-948-4377  715651-GAUWP-14-15	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): E-MAIL ADDRESS:		<b>FAX (A/C, No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> CMC HEALTHCARE SYSTEM, INC. 100 MCGREGOR STREET MANCHESTER, NH 03102	<b>INSURER A:</b> Pro Select Insurance Company		
	<b>INSURER B:</b> N/A		N/A
	<b>INSURER C:</b> N/A		N/A
	<b>INSURER D:</b> Safety National Casualty Corp.		15105
	<b>INSURER E:</b> <b>INSURER F:</b>		

**COVERAGES**                      **CERTIFICATE NUMBER:** NYC-006971355-01                      **REVISION NUMBER:** 6

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			2-22596GL	07/01/2014	07/01/2015	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 3,000,000
							PRODUCTS - COMP/OP AGG	\$ 3,000,000
								\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			SP 4051216 *SIR \$450,000	07/01/2014	07/01/2015	WC STATUTORY LIMITS	OTHER
							E.I. EACH ACCIDENT	\$ 1,000,000
							E.I. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.I. DISEASE - POLICY LIMIT	\$ 1,000,000
A	<b>PROFESSIONAL LIABILITY</b>			2-22596	07/01/2014	07/01/2015	PER CLAIM	1,000,000
							AGGREGATE	3,000,000

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

<b>CERTIFICATE HOLDER</b> STATE OF NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES 29 HAZEN DRIVE CONCORD, NH 03301	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Susan Molloy <i>Susan Molloy</i>
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## Catholic Medical Center

### *Mission Statement of Catholic Medical Center:*

*The heart of Catholic Medical Center is to provide health, healing, and hope in a manner that offers innovative high quality services, compassion, and respect for the human dignity of every individual who seeks or needs our care as part of Christ's healing ministry through the Catholic Church.*

**Catholic Medical Center  
and Subsidiary**

Audited Consolidated Financial Statements  
and Other Information

*Years Ended June 30, 2014 and 2013  
With Independent Auditors' Report*

**CATHOLIC MEDICAL CENTER  
AND SUBSIDIARY**

**AUDITED CONSOLIDATED FINANCIAL STATEMENTS  
AND OTHER INFORMATION**

Years Ended June 30, 2014 and 2013

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# BAKER NEWMAN NOYES

## INDEPENDENT AUDITORS' REPORT

Board of Trustees  
Catholic Medical Center and Subsidiary

### **Report on the Financial Statements**

We have audited the accompanying consolidated financial statements of Catholic Medical Center and Subsidiary, which comprise the consolidated balance sheet as of June 30, 2014, and the related consolidated statements of operations, changes in net assets and cash flows for the year 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 accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

### *Auditors' Responsibility*

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

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

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

Board of Trustees  
Catholic Medical Center and Subsidiary

***Opinion***

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Catholic Medical Center and Subsidiary as of June 30, 2014, and the results of its operations, changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

**Other Matter**

***Prior Auditors***

The consolidated financial statements of Catholic Medical Center and Subsidiary as of and for the year ended June 30, 2013, were audited by other auditors whose report dated October 30, 2013 expressed an unmodified opinion on those statements.

**Other Reporting Required by *Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated September 24, 2014 on our consideration of Catholic Medical Center and Subsidiary'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 on 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 Catholic Medical Center and Subsidiary's internal control over financial reporting and compliance.

Manchester, New Hampshire  
September 24, 2014

*Baker Newman & Noyes*

Limited Liability Company

**CATHOLIC MEDICAL CENTER AND SUBSIDIARY**

**CONSOLIDATED BALANCE SHEETS**

June 30, 2014 and 2013

ASSETS

	<u>2014</u>	<u>2013</u>
Current assets:		
Cash and cash equivalents	\$ 49,502,444	\$ 79,629,091
Short-term investments	26,173,541	1,035,035
Accounts receivable from patients, less allowances of \$21,454,883 in 2014 and \$20,755,178 in 2013	29,270,115	26,183,203
Inventories	2,010,411	1,906,945
Amounts due from affiliates	1,060	1,121
Other current assets	<u>4,059,472</u>	<u>3,412,225</u>
Total current assets	111,017,043	112,167,620
Property, plant and equipment, net	72,977,392	72,365,670
Other assets:		
Notes receivable, less allowance of \$800,000 in 2014 and 2013	72,648	147,577
Unamortized debt issuance costs	810,003	892,253
Intangible assets and other	<u>8,024,989</u>	<u>7,390,524</u>
	8,907,640	8,430,354
Assets whose use is limited:		
Pension and insurance obligations	14,246,337	12,688,351
Board designated and donor restricted investments	91,473,836	78,816,899
Held by trustee under revenue bond agreements	<u>6,080,586</u>	<u>4,979,061</u>
	<u>111,800,759</u>	<u>96,484,311</u>
Total assets	<u>\$304,702,834</u>	<u>\$289,447,955</u>

LIABILITIES AND NET ASSETS

	<u>2014</u>	<u>2013</u>
Current liabilities:		
Accounts payable and accrued expenses	\$ 15,145,165	\$ 15,318,627
Accrued salaries, wages and related accounts	14,188,183	12,623,741
Amounts payable to third-party payors	10,125,881	11,345,115
Amounts due to affiliates	1,311,372	2,390,126
Current portion of long-term debt	<u>3,351,633</u>	<u>2,076,787</u>
Total current liabilities	44,122,234	43,754,396
Accrued pension and other liabilities, less current portion	68,664,176	77,542,026
Long-term debt, less current portion	<u>66,269,681</u>	<u>69,554,170</u>
Total liabilities	179,056,091	190,850,592
Commitments and contingencies (note 14)		
Net assets:		
Unrestricted	116,956,183	91,123,519
Temporarily restricted	528,802	191,861
Permanently restricted	<u>8,161,758</u>	<u>7,281,983</u>
Total net assets	125,646,743	98,597,363
	<hr/>	<hr/>
Total liabilities and net assets	<u>\$304,702,834</u>	<u>\$289,447,955</u>

See accompanying notes.

**CATHOLIC MEDICAL CENTER AND SUBSIDIARY**

**CONSOLIDATED STATEMENTS OF OPERATIONS**

Years Ended June 30, 2014 and 2013

	<u>2014</u>	<u>2013</u>
Net patient service revenues, net of contractual allowances and discounts	\$323,608,207	\$312,030,757
Provision for doubtful accounts	<u>(23,778,708)</u>	<u>(26,957,932)</u>
Net patient service revenues less provision for doubtful accounts	299,829,499	285,072,825
Other revenue	9,202,827	7,339,925
Disproportionate share funding	<u>3,136,409</u>	<u>—</u>
Total revenues	312,168,735	292,412,750
Expenses:		
Salaries, wages and fringe benefits	151,040,530	140,475,793
Supplies and other	108,712,500	101,919,246
New Hampshire Medicaid enhancement tax	13,865,109	9,759,737
Depreciation and amortization	10,312,228	10,655,743
Interest	<u>3,306,829</u>	<u>3,122,464</u>
Total expenses	<u>287,237,196</u>	<u>265,932,983</u>
Income from operations	24,931,539	26,479,767
Nonoperating gains (losses):		
Investment income	1,477,062	2,553,756
Net realized gains on sale of investments	5,242,633	1,052,954
(Loss) gain on sale of property and equipment	(43,175)	7,150
Loss on extinguishment of debt	<u>—</u>	<u>(713,452)</u>
Total nonoperating gains, net	<u>6,676,520</u>	<u>2,900,408</u>
Excess of revenues and gains over expenses	31,608,059	29,380,175
Unrealized appreciation on investments	6,901,638	6,018,132
Assets released from restriction used for capital	142,525	3,500
Pension-related changes other than net periodic pension cost	(1,696,942)	13,754,116
Net assets transferred to affiliates	<u>(11,122,616)</u>	<u>(11,840,500)</u>
Increase in unrestricted net assets	25,832,664	37,315,423
Unrestricted net assets at beginning of year	<u>91,123,519</u>	<u>53,808,096</u>
Unrestricted net assets at end of year	<u>\$116,956,183</u>	<u>\$ 91,123,519</u>

See accompanying notes.

**CATHOLIC MEDICAL CENTER AND SUBSIDIARY**

**CONSOLIDATED STATEMENTS OF CHANGES IN NET ASSETS**

Years Ended June 30, 2014 and 2013

	<u>Unrestricted</u> <u>Net Assets</u>	<u>Temporarily</u> <u>Restricted</u> <u>Net Assets</u>	<u>Permanently</u> <u>Restricted</u> <u>Net Assets</u>	<u>Total</u> <u>Net Assets</u>
Balances at June 30, 2012	\$ 53,808,096	\$ 353,996	\$ 6,693,072	\$ 60,855,164
Excess of revenues and gains over expenses	29,380,175	-	-	29,380,175
Investment income	-	1,407	279	1,686
Changes in interest in perpetual trust	-	-	466,556	466,556
Restricted contributions	-	72,536	-	72,536
Unrealized appreciation on investments	6,018,132	-	122,076	6,140,208
Net assets transferred to affiliates	(11,840,500)	-	-	(11,840,500)
Assets released from restriction used for operations	-	(232,578)	-	(232,578)
Assets released from restriction used for capital	3,500	(3,500)	-	-
Pension-related changes other than net periodic pension cost	<u>13,754,116</u>	<u>-</u>	<u>-</u>	<u>13,754,116</u>
	<u>37,315,423</u>	<u>(162,135)</u>	<u>588,911</u>	<u>37,742,199</u>
Balances at June 30, 2013	91,123,519	191,861	7,281,983	98,597,363
Excess of revenues and gains over expenses	31,608,059	-	-	31,608,059
Investment income	-	1,083	3,346	4,429
Changes in interest in perpetual trust	-	-	740,821	740,821
Restricted contributions	-	500,599	-	500,599
Unrealized appreciation on investments	6,901,638	-	135,608	7,037,246
Net assets transferred to affiliates	(11,122,616)	-	-	(11,122,616)
Assets released from restriction used for operations	-	(22,216)	-	(22,216)
Assets released from restriction used for capital	142,525	(142,525)	-	-
Pension-related changes other than net periodic pension cost	<u>(1,696,942)</u>	<u>-</u>	<u>-</u>	<u>(1,696,942)</u>
	<u>25,832,664</u>	<u>336,941</u>	<u>879,775</u>	<u>27,049,380</u>
Balances at June 30, 2014	<u>\$116,956,183</u>	<u>\$ 528,802</u>	<u>\$8,161,758</u>	<u>\$125,646,743</u>

See accompanying notes.

**CATHOLIC MEDICAL CENTER AND SUBSIDIARY**

**CONSOLIDATED STATEMENTS OF CASH FLOWS**

Years Ended June 30, 2014 and 2013

	<u>2014</u>	<u>2013</u>
Operating activities:		
Increase in net assets	\$ 27,049,380	\$ 37,742,199
Adjustments to reconcile increase in net assets to net cash provided by operating activities:		
Depreciation and amortization	10,312,228	10,434,687
Pension-related changes other than net periodic pension cost	1,696,942	(17,740,405)
Net assets transferred to affiliates	11,122,616	11,840,500
Restricted gifts and investment income	(505,028)	(74,222)
Net realized gains on sales of investments	(5,242,633)	(1,052,954)
Increase in interest in perpetual trust	(740,821)	(466,556)
Unrealized appreciation on investments	(7,037,246)	(6,140,206)
Change in fair value of interest rate swap	(136,466)	1,820,295
Loss (gain) on sale of property and equipment	43,175	(7,150)
Cash premium received upon issuance of bonds	-	2,974,382
Bond discount/premium amortization	(306,808)	-
Changes in operating assets and liabilities:		
Accounts receivable, net	(3,086,912)	4,562,368
Inventories	(103,466)	(612,997)
Other current assets	(647,247)	57,640
Amounts due from/to affiliates	(1,078,693)	2,847,672
Other assets	(699,194)	8,672,954
Accounts payable and accrued expenses	(173,462)	1,179,785
Accrued salaries, wages and related accounts	1,564,442	(707,158)
Amounts payable to third-party payors	(1,219,234)	2,425,111
Accrued pension and other liabilities	<u>(8,138,339)</u>	<u>(18,088,252)</u>
Net cash provided by operating activities	22,673,234	39,667,693
Investing activities:		
Purchases of property, plant and equipment	(10,393,653)	(6,927,400)
Proceeds from disposal of assets	-	7,150
Payments received from notes receivable	74,929	71,282
Net change in assets held by trustee under revenue bond agreements	(1,101,525)	188,955
Proceeds from sales of investments	38,286,989	23,517,637
Purchases of investments	<u>(64,619,718)</u>	<u>(24,827,427)</u>
Net cash used by investing activities	(37,752,978)	(7,969,803)
Financing activities:		
Payments on long-term debt	(1,415,000)	(30,840,956)
Proceeds from issuance of long-term debt, net of financing costs	-	35,004,339
Settlement of interest rate swap	(2,327,000)	-
Repayment of note payable	-	(6,000,000)
Payments on capital leases	(687,315)	(661,786)
Restricted gifts and investment income	505,028	74,222
Net assets transferred to affiliates	<u>(11,122,616)</u>	<u>(11,840,500)</u>
Net cash used by financing activities	<u>(15,046,903)</u>	<u>(14,264,681)</u>
(Decrease) increase in cash and cash equivalents	(30,126,647)	17,433,209

**CATHOLIC MEDICAL CENTER AND SUBSIDIARY**  
**CONSOLIDATED STATEMENTS OF CASH FLOWS (CONTINUED)**

Years Ended June 30, 2014 and 2013

	<u>2014</u>	<u>2013</u>
(Decrease) increase in cash and cash equivalents	\$ (30,126,647)	\$ 17,433,209
Cash and cash equivalents at beginning of year	<u>79,629,091</u>	<u>62,195,882</u>
Cash and cash equivalents at end of year	<u>\$ 49,502,444</u>	<u>\$ 79,629,091</u>
Noncash investing and financing activities:		
Assets acquired under capital lease agreement	<u>\$ 399,480</u>	<u>\$ —</u>

See accompanying notes.

**CATHOLIC MEDICAL CENTER AND SUBSIDIARY**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

June 30, 2014 and 2013

**1. Organization**

The consolidated financial statements for Catholic Medical Center and Subsidiary include the accounts of Catholic Medical Center (the Medical Center), a voluntary not-for-profit acute care hospital based in Manchester, New Hampshire, and its subsidiary, CMC Associates. During 2005, control of CMC Associates was transferred to the Medical Center. Subsequent to year end, CMC Associates was formally dissolved and all assets and liabilities were transferred to the Medical Center. The Medical Center, which primarily serves residents of New Hampshire and northern Massachusetts, is controlled by CMC Healthcare System, Inc. (the System), a not-for-profit corporation which functions as the parent company and sole member of the Medical Center.

**2. Significant Accounting Policies**

*Basis of Presentation*

The accompanying consolidated financial statements have been prepared using the accrual basis of accounting.

*Principles of Consolidation*

The consolidated financial statements include the accounts of the Medical Center and CMC Associates. Significant intercompany accounts and transactions have been eliminated in consolidation.

*Use of Estimates*

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities as of the date of the financial statements. Estimates also affect the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates. The primary estimates relate to collectibility of receivables from patients and third-party payors, amounts payable to third-party payors, accrued compensation and benefits, conditional asset retirement obligations, and self-insurance reserves.

*Income Taxes*

The Medical Center and CMC Associates are not-for-profit corporations as described in Section 501(c)(3) of the Internal Revenue Code (the Code) and are exempt from federal income taxes on related income pursuant to Section 501(a) of the Code. Management evaluated the Medical Center's tax positions and concluded the Medical Center has maintained its tax-exempt status, does not have any significant unrelated business income and had taken no uncertain tax positions that require adjustment to the consolidated financial statements. With few exceptions, the Medical Center is no longer subject to income tax examination by the U.S. federal or state tax authorities for years before 2011.

**CATHOLIC MEDICAL CENTER AND SUBSIDIARY**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

June 30, 2014 and 2013

**2. Significant Accounting Policies (Continued)**

*Performance Indicator*

Excess of revenues and gains over expenses is comprised of operating revenues and expenses and nonoperating gains and losses. For purposes of display, transactions deemed by management to be ongoing, major or central to the provision of health care services are reported as operating revenue and expenses. Peripheral or incidental transactions are reported as nonoperating gains or losses, which include realized gains and losses on the sales of securities and property and equipment, unrestricted investment income, and debt extinguishment losses.

*Charity Care and Community Benefits*

The Medical Center has a formal charity care policy under which patient care is provided to patients who meet certain criteria without charge or at amounts less than its established rates. The Medical Center does not pursue collection of amounts determined to qualify as charity care; therefore, they are not reported as revenues. The Medical Center rendered charity care in accordance with this policy, which, at established charges, amounted to \$38,395,611 and \$29,024,262 for the years ended June 30, 2014 and 2013, respectively.

The estimated costs of providing charity services are based on a calculation which applies a ratio of costs to charges to the gross uncompensated charges associated with providing care to charity patients. The ratio of cost to charges is calculated based on the Medical Center's total expenses divided by gross patient service revenue. Of the Medical Center's \$287 million and \$266 million total expenses reported in 2014 and 2013, respectively, an estimated \$12.6 million and \$9.4 million, respectively, arose from providing services to charity patients.

The Medical Center provides community service programs, without charge, such as the Medication Assistance Program, Community Education and Wellness, Patient Transport, and the Parish Nurse Program. The costs of providing these programs amounted to \$789,719 and \$934,075 for the years ended June 30, 2014 and 2013, respectively.

*Concentration of Credit Risk*

Financial instruments which subject the Medical Center to credit risk consist primarily of cash equivalents, accounts receivable and investments. The risk with respect to cash equivalents is minimized by the Medical Center's policy of investing in financial instruments with short-term maturities issued by highly rated financial institutions. The Medical Center's accounts receivable are primarily due from third-party payors and amounts are presented net of expected contractual allowances and uncollectible amounts. The Medical Center's investment portfolio consists of diversified investments, which are subject to market risk. Investments that exceeded 10% of investments include the SSGA S&P 500 Tobacco Free Fund as of June 30, 2014.

**CATHOLIC MEDICAL CENTER AND SUBSIDIARY**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

June 30, 2014 and 2013

**2. Significant Accounting Policies (Continued)**

*Cash and Cash Equivalents*

Cash and cash equivalents include certificates of deposit with maturities of three months or less when purchased and investments in overnight deposits at various banks. Cash and cash equivalents exclude amounts whose use is limited by board designation and amounts held by trustees under revenue bond and other agreements. The Medical Center maintains approximately \$44,000,000 and \$74,000,000 at June 30, 2014 and 2013, respectively, of its cash and cash equivalent accounts with a single institution. The Medical Center has not experienced any losses associated with deposits at this institution.

Included in cash and cash equivalents is an amount held in escrow by the Royal Bank of Canada Capital Markets (RBCCM) in the amount of \$3,370,000 at June 30, 2013. These funds were on deposit with RBCCM as a condition of the Medical Center's 2005 swap agreement. As discussed in Note 5, the 2005 swap agreement was terminated during 2014 and, therefore, these funds are no longer restricted at June 30, 2014.

*Net Patient Service Revenues and Accounts Receivable*

The Medical Center has agreements with third-party payors that provide for payments at amounts different from its established rates. Payment arrangements include prospectively determined rates per discharge, reimbursed costs, discounted charges, per diem payments and fee schedules. Net patient service revenue is reported at the estimated net realizable amounts from patients, third-party payors and others for services rendered, including estimated retroactive adjustments under reimbursement agreements with third-party payors. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and adjusted in future periods as final settlements are determined. Changes in these estimates are reflected in the consolidated financial statements in the year in which they occur.

The Medical Center recognizes patient service revenue associated with services provided to patients who have third-party payor coverage on the basis of contractual rates for the services rendered. For uninsured patients, the Medical Center provides a discount approximately equal to that of its largest private insurance payors.

The provision for doubtful accounts is based upon management's assessment of historical and expected net collections considering historical business and economic conditions, trends in health care coverage, and other collection indicators. The Medical Center records a provision for doubtful accounts in the period services are provided related to self-pay patients, including both uninsured patients and patients with deductible and copayment balances due for which third-party coverage exists for a portion of their balance.

Periodically throughout the year, management assesses the adequacy of the allowance for doubtful accounts based upon historical write-off experience. The results of this review are then used to make any modifications to the provision for doubtful accounts to establish an appropriate allowance for doubtful accounts. The decrease in the provision for doubtful accounts in 2014 is driven primarily by revisions to the Medical Center's charity care policy eligibility. Accounts receivable are written off after collection efforts have been followed in accordance with internal policies.

# CATHOLIC MEDICAL CENTER AND SUBSIDIARY

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

June 30, 2014 and 2013

### 2. Significant Accounting Policies (Continued)

#### Inventories

Inventories of supplies are stated at the lower of cost (determined by the first-in, first-out method) or market.

#### Property, Plant and Equipment

Property, plant and equipment is stated at cost at time of purchase or fair value at the time of donation, less accumulated depreciation. The Medical Center's policy is to capitalize expenditures for major improvements and charge maintenance and repairs currently for expenditures which do not extend the lives of the related assets. The provisions for depreciation and amortization have been determined using the straight-line method at rates intended to amortize the cost of assets over their estimated useful lives, which range from 2 to 40 years. Assets which have been purchased but not yet placed in service are included in construction in progress and no depreciation expense is recorded.

#### Conditional Asset Retirement Obligations

The Medical Center recognizes the fair value of a liability for legal obligations associated with asset retirements in the period in which the obligation is incurred, in accordance with the Accounting Standards for *Accounting for Asset Retirement Obligations* (ASC 410-20). When the liability is initially recorded, the cost of the asset retirement obligation is capitalized by increasing the carrying amount of the related long lived asset. The liability is accreted to its present value each period, and the capitalized cost associated with the retirement obligation is depreciated over the useful life of the related asset. Upon settlement of the obligation, any difference between the cost to settle the asset retirement obligation and the liability recorded is recognized as a gain or loss in the consolidated statement of operations.

As of June 30, 2014 and 2013, \$1,101,617 and \$1,074,604, respectively, of conditional asset retirement obligations are included within accrued pension and other liabilities in the accompanying consolidated balance sheets.

#### Goodwill

The Medical Center reviews its goodwill and other long-lived assets annually to determine whether the carrying amount of such assets is impaired. Upon determination that an impairment has occurred, these assets are reduced to fair value. There were no impairments recorded for the years ended June 30, 2014 and 2013.

**CATHOLIC MEDICAL CENTER AND SUBSIDIARY**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

June 30, 2014 and 2013

**2. Significant Accounting Policies (Continued)**

*Retirement Benefits*

The Catholic Medical Center Pension Plan (the Plan) provides retirement benefits for certain employees of the Medical Center and certain employees of an affiliated organization who have attained age twenty-one and work at least 1,000 hours per year. The Plan consists of a benefit accrued to July 1, 1985, plus 2% of plan year earnings (to legislative maximums) per year. The Medical Center's funding policy is to contribute amounts to the Plan sufficient to meet minimum funding requirements set forth in the Employee Retirement Income Security Act of 1974, plus such additional amounts as may be determined to be appropriate from time to time. The Plan is intended to constitute a plan described in Section 414(k) of the Code, under which benefits derived from employer contributions are based on the separate account balances of participants in addition to the defined benefits under the Plan.

Effective January 1, 2008 the Medical Center decided to close participation in the Plan to new participants. As of January 1, 2008, current participants continued to participate in the Plan while new employees receive a higher matching contribution to the tax-sheltered annuity benefit program discussed below.

During 2011, the Board of Trustees voted to freeze the accrual of benefits under the Plan effective December 31, 2011.

The Medical Center also maintains tax-sheltered annuity benefit programs in which it matches one half of employee contributions up to either 2% or 3% of their annual salary, depending on date of hire. The Medical Center made matching contributions under the program of \$4,759,527 and \$4,550,407 for the years ended June 30, 2014 and 2013, respectively.

During 2007, the Medical Center created a nonqualified deferred compensation plan covering certain employees under Section 457(b) of the Code. Under the plan, a participant may elect to defer a portion of their compensation to be held until payment in the future to the participant or his or her beneficiary. Consistent with the requirements of the Code, all amounts of deferred compensation, including but not limited to any investments held and all income attributable to such amounts, property, and rights will remain subject to the claims of the Medical Center's creditors, without being restricted to the payment of deferred compensation, until payment is made to the participant or their beneficiary. No contributions were made by the Medical Center for the years ended June 30, 2014 and 2013.

The Medical Center also provides a noncontributory supplemental executive retirement plan covering certain former executives of the Medical Center, as defined. The Medical Center's policy is to accrue costs under this plan using the "Projected Unit Credit Actuarial Cost Method" and to amortize past service costs over a fifteen year period. Benefits under this plan are based on the participant's final average salary, social security benefit, retirement income plan benefit, and total years of service. Certain investments have been designated for payment of benefits under this plan and are included in assets whose use is limited—pension and insurance obligations.

During 2007, the Medical Center created a supplemental executive retirement plan covering certain executives of the Medical Center. The Medical Center recorded compensation expense of \$60,000 and \$200,000 for the years ended June 30, 2014 and 2013, respectively, related to this plan.

**CATHOLIC MEDICAL CENTER AND SUBSIDIARY**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

June 30, 2014 and 2013

**2. Significant Accounting Policies (Continued)**

*Employee Fringe Benefits*

The Medical Center has an "earned time" plan. Under this plan, each qualifying employee "earns" hours of paid leave for each pay period worked. These hours of paid leave may be used for vacations, holidays, or illness. Hours earned but not used are vested with the employee and are paid to the employee upon termination. The Medical Center expenses the cost of these benefits as they are earned by the employees.

*Debt Issuance Costs/Original Issue Discount or Premium*

The debt issuance costs incurred to obtain financing for the Medical Center's construction and renovation programs and refinancing of prior bonds and the original issue discount or premium are amortized using the straight-line method over the repayment period of the bonds. This approximates the effective interest method. The original issue discount or premium is presented as a component of bonds payable.

*Assets Whose Use is Limited or Restricted*

Assets whose use is limited or restricted include assets held by trustees under indenture agreements, pension and insurance obligations, designated assets set aside by the Board of Trustees, over which the Board retains control and may, at its discretion, subsequently use for other purposes, and donor-restricted investments.

*Classification of Net Assets*

Gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of donated assets. Temporarily restricted net assets are those whose use by the Medical Center has been limited by donors to a specific time period or purpose. When a donor restriction expires (i.e., 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 statement of operations as either net assets released from restrictions used for operations (for noncapital-related items and included in other revenue) or as net assets released from restrictions used for capital (for capital-related items).

Permanently restricted net assets have been restricted by donors to be maintained by the Medical Center in perpetuity. Income earned on permanently restricted net assets, to the extent not restricted by the donor, including net unrealized appreciation on investments, is included in the consolidated statement of operations as unrestricted resources or as a change in temporarily restricted net assets in accordance with donor-intended purposes or applicable law.

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

**CATHOLIC MEDICAL CENTER AND SUBSIDIARY**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

June 30, 2014 and 2013

**2. Significant Accounting Policies (Continued)**

*Investments and Investment Income*

Investments are carried at fair value in the accompanying consolidated financial statements. See Note 8 for further discussion regarding fair value measurements. Realized gains or losses on the sale of investment securities are determined by the specific identification method and are recorded on the settlement date. Unrealized gains and losses on investments are excluded from the excess of revenues and gains over expenses unless the investments are classified as trading securities or losses are considered other-than-temporary. Interest and dividend income on unrestricted investments, unrestricted investment income on permanently restricted investments and unrestricted net realized gains/losses are reported as nonoperating gains.

During the year ended June 30, 2013, the Medical Center reported realized losses of \$1,433 relating to declines in fair value of investments that were determined by management to be other than temporary. No such losses were reported during the year ended June 30, 2014.

*Derivative Instruments*

Derivatives are recognized as either assets or liabilities in the consolidated balance sheet at fair value regardless of the purpose or intent for holding the instrument. Changes in the fair value of derivatives are recognized either in the excess of revenues and gains over expenses or net assets, depending on whether the derivative is speculative or being used to hedge changes in fair value or cash flows.

*Beneficial Interest in Perpetual Trust*

The Medical Center is the beneficiary of trust funds administered by trustees or other third parties. Trusts wherein the Medical Center has the irrevocable right to receive the income earned on the trust assets in perpetuity are recorded as permanently restricted net assets at the fair value of the trust at the date of receipt. Income distributions from the trusts are reported as investment income that increase unrestricted net assets, unless restricted by the donor. Annual changes in the fair value of the trusts are recorded as increases or decreases to permanently restricted net assets.

*Investment Policies*

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

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

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

## CATHOLIC MEDICAL CENTER AND SUBSIDIARY

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

June 30, 2014 and 2013

#### 2. Significant Accounting Policies (Continued)

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

Management of these assets is designed to maximize total return while preserving the capital values of the funds, protecting the funds from inflation and providing liquidity as needed. The objective is to provide a real rate of return that meets inflation, plus 4% to 5%, over a long-term time horizon.

The Medical Center targets a diversified asset allocation that places emphasis on achieving its long-term return objectives within prudent risk constraints.

#### Spending Policy for Appropriation of Assets for Expenditure

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

Spending policies may be adopted by the Medical Center, from time to time, to provide a stream of funding for the support of key programs. The spending policies are structured in a manner to ensure that the purchasing power of the assets is maintained while providing the desired level of annual funding to the programs. The Medical Center currently has a policy allowing interest and dividend income earned on investments to be used for operations with the goal of keeping principal, including its appreciation, intact.

#### Federal Grant Revenue and Expenditures

Revenues and expenses under federal grant programs are recognized as the related expenditure is incurred.

#### Malpractice Loss Contingencies

The Medical Center has a claims-made basis policy for its malpractice insurance coverage. A claims-made basis policy provides specific coverage for claims reported during the policy term. The Medical Center has established a reserve to cover professional liability exposure, which may not be covered by insurance. The possibility exists, as a normal risk of doing business, that malpractice claims in excess of insurance coverage may be asserted against the Medical Center. In the event a loss contingency should occur, the Medical Center would give it appropriate recognition in its consolidated financial statements in conformity with accounting standards. The Medical Center expects to be able to obtain renewal or other coverage in future periods.

## CATHOLIC MEDICAL CENTER AND SUBSIDIARY

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

June 30, 2014 and 2013

#### 2. Significant Accounting Policies (Continued)

In accordance with Accounting Standards Update (ASU) No. 2010-24, "Health Care Entities" (Topic 954): *Presentation of Insurance Claims and Related Insurance Recoveries* (ASU 2010-24), at June 30, 2014 and 2013, the Medical Center recorded a liability of \$11,447,463 and \$11,198,692, respectively, related to estimated professional liability losses covered under this policy. At June 30, 2014 and 2013, the Medical Center also recorded a receivable of \$7,435,463 and \$7,013,692, respectively, related to estimated recoveries under insurance coverage for recoveries of the potential losses. These amounts are included in accrued pension and other liabilities, and intangible assets and other, respectively, on the consolidated balance sheets.

#### Workers' Compensation

The Medical Center maintains workers' compensation insurance under a self-insured plan. The plan offers, among other provisions, certain specific and aggregate stop-loss coverage to protect the Medical Center against excessive losses. The Medical Center has employed independent actuaries to estimate the ultimate costs, if any, of the settlement of such claims. Accrued workers' compensation losses of \$2,854,873 and \$2,568,117 at June 30, 2014 and 2013, respectively, have been discounted at 1.25% and, in management's opinion, provide an adequate reserve for loss contingencies. At June 30, 2014, \$1,281,770 and \$1,573,103 is recorded within accounts payable and accrued expenses and accrued pension and other liabilities, respectively, in the accompanying consolidated balance sheets. At June 30, 2013, \$1,166,689 and \$1,401,428 is recorded within accounts payable and accrued expenses and accrued pension and other liabilities, respectively, in the accompanying consolidated balance sheets. A trustee held fund has been established as a reserve under the plan.

#### Health Insurance

The Medical Center has a self-funded health insurance plan. The plan is administered by an insurance company which assists in determining the current funding requirements of participants under the terms of the plan and the liability for claims and assessments that would be payable at any given point in time. The Medical Center is insured above a stop-loss amount of \$325,000 on individual claims. Estimated unpaid claims, and those claims incurred but not reported at June 30, 2014 and 2013 of \$1,376,638 and \$1,367,289, respectively, are reflected in the accompanying consolidated balance sheets within accounts payable and accrued expenses.

#### Advertising Costs

The Medical Center expenses advertising costs as incurred, and such costs totaled approximately \$1,092,000 and \$969,000 for the years ended June 30, 2014 and 2013, respectively.

#### Subsequent Events

Management of the Medical Center evaluated events occurring between the end of its fiscal year and September 24, 2014, the date the consolidated financial statements were available to be issued.

**CATHOLIC MEDICAL CENTER AND SUBSIDIARY**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

June 30, 2014 and 2013

**3. Net Patient Service Revenue**

The following summarizes net patient service revenue for the years ended June 30:

	<u>2014</u>	<u>2013</u>
Gross patient service revenue	\$876,940,388	\$821,358,777
Less contractual allowances	553,332,181	509,328,020
Less provision for doubtful accounts	<u>23,778,708</u>	<u>26,957,932</u>
Net patient service revenue	<u>\$299,829,499</u>	<u>\$285,072,825</u>

The Medical Center maintains contracts with the Social Security Administration ("Medicare") and the State of New Hampshire Department of Health and Human Services ("Medicaid"). The Medical Center is paid a prospectively determined fixed price for each Medicare and Medicaid inpatient acute care service depending on the type of illness or the patient's diagnosis related group classification. Capital costs and certain Medicare and Medicaid outpatient services are also reimbursed on a prospectively determined fixed price. The Medical Center receives payment for other Medicaid outpatient services on a reasonable cost basis which are settled with retroactive adjustments upon completion and audit of related cost finding reports.

Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in net patient service revenues in the year that such amounts become known. The percentage of net patient service revenues earned from the Medicare and Medicaid programs was 36% and 4%, respectively, in 2014 and 39% and 2%, respectively, in 2013.

Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. The Medical Center believes that it is in compliance with all applicable laws and regulations; compliance with such laws and regulations can be subject to future government review and interpretation as well as significant regulatory action including fines, penalties, and exclusion from the Medicare and Medicaid programs.

The Medical Center also maintains contracts with certain commercial carriers, health maintenance organizations, preferred provider organizations and state and federal agencies. The basis for payment under these agreements includes prospectively determined rates per discharge and per day, discounts from established charges and fee screens. The Medical Center does not currently hold reimbursement contracts which contain financial risk components.

The approximate percentages of patient service revenues, net of contractual allowances and discounts and provision for doubtful accounts for the years ended June 30, 2014 and 2013 from third-party payors and uninsured patients are as follows:

	<u>Third-Party Payors</u>	<u>Uninsured Patients</u>	<u>Total All Payors</u>
<b>2014</b>			
Patient service revenue, net of contractual allowance and discounts	99.1%	0.9%	100.0%
<b>2013</b>			
Patient service revenue, net of contractual allowance and discounts	98.5%	1.5%	100.0%

**CATHOLIC MEDICAL CENTER AND SUBSIDIARY**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

June 30, 2014 and 2013

**3. Net Patient Service Revenue (Continued)**

An estimated breakdown of patient service revenues, net of contractual allowances and discounts and provision for doubtful accounts recognized in 2014 from major payor sources, is as follows:

	<u>Gross Patient Service Revenues</u>	<u>Contractual Allowances and Discounts</u>	<u>Provision for Doubtful Accounts</u>	<u>Net Patient Service Revenues Less Provision for Doubtful Accounts</u>
Private payors (includes coinsurance and deductibles)	\$ 325,406,225	\$139,577,341	\$ 6,368,264	\$ 179,460,620
Medicaid	59,490,036	47,375,535	1,831,319	10,283,182
Medicare	433,809,400	324,843,806	1,602,657	107,362,937
Self-pay	<u>58,234,727</u>	<u>41,535,499</u>	<u>13,976,468</u>	<u>2,722,760</u>
	<u>\$ 876,940,388</u>	<u>\$553,332,181</u>	<u>\$23,778,708</u>	<u>\$ 299,829,499</u>

The Medical Center recognizes changes in accounting estimates for net patient service revenue and third-party payor settlements as new events occur or as additional information is obtained. For the years ended June 30, 2014 and 2013, favorable adjustments recorded for changes to prior year estimates were approximately \$349,000 and \$303,000, respectively.

Under the State of New Hampshire's (the State) tax code, the State imposes a Medicaid enhancement tax equal to 5.5% of net patient service revenues. The amount of tax incurred by the Medical Center for 2014 and 2013 was \$13,865,109 and \$9,759,737, respectively. Disproportionate share (DSH) funding payments from the State are recorded in operating revenues and amounted to \$3,136,409 in 2014. There were no DSH funding payments received from the State in 2013.

Electronic Health Records Incentive Payments

The CMS Electronic Health Records (EHR) incentive programs provide a financial incentive for the "meaningful use" of certified EHR technology to achieve health and efficiency goals. To qualify for incentive payments, eligible organizations must successfully demonstrate meaningful use of certified EHR technology through various stages defined by CMS. The Medical Center filed certain meaningful use attestations with CMS. Revenue totaling \$2,348,944 associated with these meaningful use attestations is recorded as other revenue for the year ended June 30, 2014.

**CATHOLIC MEDICAL CENTER AND SUBSIDIARY**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

June 30, 2014 and 2013

**4. Property, Plant and Equipment**

The major categories of property, plant and equipment at June 30 are as follows:

	<u>Useful Lives</u>	<u>2014</u>	<u>2013</u>
Land and land improvements	2-40 years	\$ 1,233,490	\$ 1,233,490
Buildings and improvements	2-40 years	75,519,929	75,493,384
Fixed equipment	3-25 years	41,496,770	41,320,996
Movable equipment	3-25 years	101,721,815	93,076,588
Construction in progress		<u>4,321,603</u>	<u>2,590,255</u>
		224,293,607	213,714,713
Less accumulated depreciation and amortization		<u>151,316,215</u>	<u>141,349,043</u>
Net property, plant and equipment		<u>\$ 72,977,392</u>	<u>\$ 72,365,670</u>

Depreciation expense amounted to \$10,138,236 and \$10,543,580 for the years ended June 30, 2014 and 2013, respectively.

The cost of equipment under capital leases was \$4,783,240 and \$4,383,760 at June 30, 2014 and 2013, respectively. Accumulated amortization of the leased equipment at June 30, 2014 and 2013 was \$2,854,542 and \$2,137,622, respectively. Amortization of assets under capital leases is included in depreciation and amortization expense.

**5. Long-Term Debt and Note Payable**

Long-term debt at June 30 consists of the following:

	<u>2014</u>	<u>2013</u>
New Hampshire Health and Education Facilities Authority (the Authority) Revenue Bonds:		
Series 2006 bonds with interest ranging from 4.875% to 5.00% per year and principal payable in annual installments ranging from \$405,000 to \$2,680,000 through July 2036	\$30,835,000	\$31,225,000
Series 2012 bonds with interest ranging from 4.00% to 5.00% per year and principal payable in annual installments ranging from \$1,125,000 to \$2,755,000 through July 2032	<u>34,250,000</u>	<u>35,275,000</u>
	65,085,000	66,500,000
Capitalized lease obligations	2,098,213	2,386,048
Unamortized original issue premiums/discounts	<u>2,438,101</u>	<u>2,744,909</u>
	69,621,314	71,630,957
Less current portion	<u>(3,351,633)</u>	<u>(2,076,787)</u>
	<u>\$66,269,681</u>	<u>\$69,554,170</u>

# CATHOLIC MEDICAL CENTER AND SUBSIDIARY

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

June 30, 2014 and 2013

### 5. Long-Term Debt and Note Payable (Continued)

In May 2006, the Medical Center, in connection with the Authority, issued \$32,910,000 of tax-exempt fixed rate revenue bonds (Series 2006). Under the terms of the loan agreements, the Medical Center has granted the Authority a first collateralized interest in all gross receipts and a mortgage lien on existing and future property, plant and equipment. The Medical Center is required to maintain a minimum debt service coverage ratio of 1.20. The Medical Center was in compliance with this covenant for the year ending June 30, 2014. The proceeds of the Series 2006 bond issue were used to advance refund \$9,010,000 of Series 2002A bonds, to provide funding for renovating additional space and equipment at the Medical Center, and to provide a portion of the funding for the construction of a parking garage.

In December 2012, the Medical Center, in connection with the Authority, issued \$35,275,000 of tax exempt fixed rate revenue bonds (Series 2012). Under the terms of the loan agreements, the Medical Center has granted the Authority a first collateralized interest in all gross receipts and a mortgage lien on existing and future property, plant and equipment. The Medical Center is required to maintain a minimum debt service coverage ratio of 1.20. The Medical Center was in compliance with this covenant for the year ending June 30, 2014. The proceeds of the Series 2012 bond issue were used to advance refund the remaining 2002A bonds, advance refund certain 2002B bonds and pay off a short term CAN note. In addition, a \$3.0 million construction fund was established to fund routine capital purchases made in fiscal year 2013.

The Medical Center has an agreement with the Authority, which provides for the establishment of various funds, the use of which is generally restricted to the payment of debt. These funds are administered by a trustee, and income earned on certain of these funds is similarly restricted. One of the funds held by the trustee is the debt service reserve fund. This fund may be used should the Medical Center fail to meet principal and interest payments. The reserve fund requirement is the lesser of 10% of the original principal amount less original issue discount of bonds, the maximum amount of principal and interest due in any one future year, or 125% of the average annual debt service. Any amounts in excess of the requirements of the fund may be transferred at the direction of the Medical Center.

Interest paid by the Medical Center totaled \$3,328,823 and \$3,122,464 for the years ended June 30, 2014 and 2013, respectively.

Aggregate principal payments due on the revenue bonds and capital lease obligations for each of the five years ending June 30 and thereafter are as follows:

2015	\$ 3,351,633
2016	3,418,499
2017	3,273,801
2018	3,004,896
2019	3,094,384
Thereafter	<u>51,040,000</u>
	<u>\$67,183,213</u>

**CATHOLIC MEDICAL CENTER AND SUBSIDIARY**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

June 30, 2014 and 2013

**5. Long-Term Debt and Note Payable (Continued)**

The scheduled principal maturities represent annual payments as required under long-term debt repayment schedules.

The fair value of the Medical Center's long-term debt is estimated using discounted cash flow analysis, based on the Medical Center's current incremental borrowing rate for similar types of borrowing arrangements. The fair value of the Medical Center's long-term debt, excluding capitalized lease obligations, was \$66,417,070 and \$66,621,268 at June 30, 2014 and 2013, respectively.

Pursuant to a Guaranty Agreement dated as of January 1, 1994 by and between Optima Health, Inc. (Optima) and the trustee for Hillcrest Terrace's (Hillcrest) Series 1994 bond issue, later transferred from Optima to the Medical Center, the Medical Center has guaranteed to fund, up to a maximum cumulative amount of \$1,900,000, any deficiencies in Hillcrest's Debt Service Reserve Fund (the Reserve Fund) to the extent that the Reserve Fund value, as defined, is less than \$800,000. The Medical Center has made cumulative payments of \$251,564 as of June 30, 2014 and 2013 under this guarantee. The Medical Center has recorded a liability for the remaining \$1,648,436 within accrued pension and other liabilities in the accompanying consolidated balance sheets as of June 30, 2014 and 2013 based upon management's estimate of future obligations.

Derivatives

The Medical Center uses derivative financial instruments principally to manage interest rate risk. During 2005, the Medical Center entered into an interest rate swap agreement to replace an existing agreement signed in 2003. This agreement involved the exchange of fixed rate payments by the Medical Center for variable rate payments from the counterparty without the exchange of the underlying notional amounts. The notional amount for this agreement was \$15,000,000 and the agreement was to expire in November 2024. Under the provisions of this agreement, interest was paid to the counterparty, by the Medical Center, at 67% of USD-LIBOR-BBA through the remainder of the term. On June 11, 2014, the 2005 swap agreement was terminated. The Medical Center paid \$2,354,300 to settle this swap agreement, which included a swap payoff amount of \$2,327,000 along with certain termination fees.

The fair value of this derivative amounted to a liability of \$2,463,466 as of June 30, 2013, which amount was included within accrued pension and other liabilities in the accompanying consolidated balance sheets. The changes in the fair value of the derivative of \$136,466 and \$1,288,350 have been included within nonoperating investment income for the years ended June 30, 2014 and 2013, respectively.

# CATHOLIC MEDICAL CENTER AND SUBSIDIARY

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

June 30, 2014 and 2013

### 6. Notes Receivable

During February 1994, Hillcrest, together with the Authority, restructured \$26,000,000 of special obligation revenue bonds (Series 1990). The bondholder consented to an amendment of the Series 1990 bond indenture, which permitted the redemption of the Series 1990 bonds at a price of 85% of the par value thereof, or \$22,100,000. The redemption was accomplished partially with the issuance of \$18,950,000 of Series 1994 revenue bonds to the Authority. The Authority then loaned, under a Loan Agreement and Mortgage, the proceeds thereof to Hillcrest, which proceeds, after payment of certain issuance expenses and accrued interest on the Series 1990 bonds, were used to pay a portion of the redemption price of the Series 1990 bonds. In addition, certain funds deposited into the Series 1990 Reserve Fund were paid to Fidelity Health Alliance, Inc. (the Medical Center's former parent company and one of the organizations which formed Optima and hereinafter referred to as Optima) to repay earlier advances. Optima then loaned \$2,581,528 to Hillcrest pursuant to a subordinated loan agreement. Hillcrest owed Optima \$400,856, which was converted from a current obligation to a long-term obligation and included in the subordinated loan agreement resulting in a total of \$2,982,384 owed to Optima. In conjunction with the disaffiliation from Optima effective July 1, 2000, the subordinated loan became payable to the Medical Center. Hillcrest used a portion of the subordinated loan to pay a portion of the redemption price of the Series 1990 bonds. Also, upon redemption of the Series 1990 bonds, \$1,500,000 from the Series 1990 Reserve Fund was transferred to the Series 1994 Reserve Fund and the remaining amount, \$1,074,000, of the Series 1990 Reserve Fund was used to pay a portion of the redemption price of the Series 1990 bonds. The subordinated loan is subordinated in all respects to the Series 1994 revenue bonds. During 2004, the subordinated loan was restructured by the Medical Center. The principal was reduced. The new note bears interest at a stated rate of 5% per annum. The balance receivable from Hillcrest is \$947,577 and \$1,018,859 at June 30, 2014 and 2013, respectively. As of August 31, 2008, Hillcrest defaulted on their debt covenants. As a result, the Medical Center has reserved \$800,000 at June 30, 2014 and 2013 against the note receivable in the event of default. As of June 30, 2014 all payments are current.

### 7. Operating Leases

The Medical Center has various noncancelable agreements to lease various pieces of medical equipment. The Medical Center also has noncancelable leases for office space. The Medical Center has also assumed lease obligations for physician practices that became provider based. Certain real estate leases are with related parties. Total rent expense paid to related parties for the years ended June 30, 2014 and 2013 was \$1,189,433 and \$1,162,445, respectively. Rental expense under all leases for the years ended June 30, 2014 and 2013 was \$5,296,928 and \$6,239,430, respectively.

Estimated future minimum lease payments under noncancelable operating leases are as follows:

2015	\$ 3,641,099
2016	2,840,619
2017	2,636,282
2018	2,581,271
2019	1,852,452
Thereafter	<u>8,907,607</u>
	<u>\$22,459,330</u>

**CATHOLIC MEDICAL CENTER AND SUBSIDIARY**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

June 30, 2014 and 2013

**8. Investments and Assets Whose Use is Limited**

Investments and assets whose use is limited, are comprised of the following at June 30:

	<u>2014</u>		<u>2013</u>	
	<u>Fair Value</u>	<u>Cost</u>	<u>Fair Value</u>	<u>Cost</u>
Cash and cash equivalents	\$ 6,904,821	\$ 6,904,821	\$ 5,759,649	\$ 5,759,649
U.S. federated treasury obligations	6,080,585	6,080,585	4,979,061	4,979,061
Marketable equity securities	31,492,795	25,952,651	21,741,518	18,021,612
Fixed income securities	40,665,955	40,352,584	10,744,033	10,675,990
Private investment funds	<u>52,830,144</u>	<u>34,865,098</u>	<u>54,295,084</u>	<u>41,301,718</u>
	<u>\$137,974,300</u>	<u>\$114,155,739</u>	<u>\$97,519,345</u>	<u>\$80,738,030</u>

Unrestricted investment income is summarized as follows:

	<u>2014</u>	<u>2013</u>
Nonoperating investment income	\$ 1,477,062	\$2,553,702
Realized gains on sales of investments, net	5,242,633	1,052,954
Change in unrealized appreciation on investments	<u>6,901,638</u>	<u>6,018,132</u>
	<u>\$13,621,333</u>	<u>\$9,624,788</u>

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. In determining fair value, the use of various valuation approaches, including market, income and cost approaches, is permitted.

A fair value hierarchy has been established based on whether the inputs to valuation techniques are observable or unobservable. Observable inputs reflect market data obtained from sources independent of the reporting entity and unobservable inputs reflect the entity's own assumptions about how market participants would value an asset or liability based on the best information available. Valuation techniques used to measure fair value must maximize the use of observable inputs and minimize the use of unobservable inputs. The standard describes a fair value hierarchy based on three levels of inputs, of which the first two are considered observable and the last unobservable, that may be used to measure fair value.

The following describes the hierarchy of inputs used to measure fair value and the primary valuation methodologies used by the Medical Center for financial instruments measured at fair value on a recurring basis. The three levels of inputs are as follows:

Level 1 — Observable inputs such as quoted prices in active markets;

Level 2 — Inputs, other than the quoted prices in active markets, that are observable either directly or indirectly; and

Level 3 — Unobservable inputs in which there is little or no market data.

**CATHOLIC MEDICAL CENTER AND SUBSIDIARY**  
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**8. Investments and Assets Whose Use is Limited (Continued)**

Assets and liabilities measured at fair value are based on one or more of three valuation techniques. The three valuation techniques are as follows:

- *Market approach* – Prices and other relevant information generated by market transactions involving identical or comparable assets or liabilities;
- *Cost approach* – Amount that would be required to replace the service capacity of an asset (i.e., replacement cost); and
- *Income approach* – Techniques to convert future amounts to a single present amount based on market expectations (including present value techniques).

For the fiscal years ended June 30, 2014 and 2013, the application of valuation techniques applied to similar assets and liabilities has been consistent. The following is a description of the valuation methodologies used:

*U.S. Treasury Obligations and Fixed Income Securities*

The fair value is determined by using broker or dealer quotations, external pricing providers, or alternative pricing sources with reasonable levels of price transparency. The Medical Center holds fixed income mutual funds and exchange traded funds, governmental and federal agency debt instruments, municipal bonds, corporate bonds, and foreign bonds which are primarily classified as Level 1 within the fair value hierarchy.

*Marketable Equity Securities*

Marketable equity securities are valued based on stated market prices and at the net asset value of shares held by the Medical Center at year end, which generally results in classification as Level 1 within the fair value hierarchy.

*Private Investment Funds*

The Medical Center invests in private investment funds that consist primarily of limited partnership interests in investment funds, which, in turn, invest in diversified portfolios predominantly comprised of equity and fixed income securities, as well as options, futures contracts, and some other less liquid investments. Management has approved procedures pursuant to the methods in which the Medical Center values these investments, which ordinarily will be the amount equal to the pro-rata interest in the net assets of the limited partnership, as such value is supplied by, or on behalf of, each investment manager from time to time, usually monthly and/or quarterly. These investments are classified as Level 2 or 3, depending on the redemption terms.

Medical Center management is responsible for the fair value measurements of investments reported in the consolidated financial statements. Such amounts are generally determined using audited financial statements of the funds and/or recently settled transactions. Because of inherent uncertainty of valuation of certain private investment funds, the estimate of the fund manager or general partner may differ from actual values, and differences could be significant. Management believes that reported fair values of its private investment funds at the consolidated balance sheet dates are reasonable.

**CATHOLIC MEDICAL CENTER AND SUBSIDIARY**

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**8. Investments and Assets Whose Use is Limited (Continued)**

The following fair value hierarchy tables present information about the Medical Center's assets and liabilities measured at fair value on a recurring basis based upon the lowest level of significant input to the valuations.

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
<b>2014</b>				
Cash and cash equivalents	\$ 6,904,821	\$ —	\$ —	\$ 6,904,821
U.S. federated treasury obligations	6,080,585	—	—	6,080,585
Marketable equity securities	31,492,795	—	—	31,492,795
Fixed income securities	40,665,955	—	—	40,665,955
Private investment funds	<u>—</u>	<u>42,729,029</u>	<u>10,101,115</u>	<u>52,830,144</u>
Total assets at fair value	<u>\$85,144,156</u>	<u>\$42,729,029</u>	<u>\$10,101,115</u>	<u>\$137,974,300</u>
<b>2013</b>				
Cash and cash equivalents	\$ 5,759,649	\$ —	\$ —	\$ 5,759,649
U.S. federated treasury obligations	4,979,061	—	—	4,979,061
Marketable equity securities	21,741,518	—	—	21,741,518
Fixed income securities	10,744,033	—	—	10,744,033
Private investment funds	<u>—</u>	<u>42,168,226</u>	<u>12,126,858</u>	<u>54,295,084</u>
Total assets at fair value	<u>\$43,224,261</u>	<u>\$42,168,226</u>	<u>\$12,126,858</u>	<u>\$ 97,519,345</u>
Interest rate swap	<u>\$ —</u>	<u>\$ —</u>	<u>\$ 2,463,466</u>	<u>\$ 2,463,466</u>

The following tables present the assets and liabilities carried at fair value as of June 30, 2014 and 2013 that are classified within Level 3 of the fair value hierarchy. The tables reflect gains and losses for the year. Additionally, both observable and unobservable inputs may be used to determine the fair value of positions that the Medical Center has classified within the Level 3 category. As a result, the unrealized gains and losses for assets and liabilities within Level 3 may include changes in fair value that were attributable to both observable and unobservable inputs.

	<u>Private Investment Funds</u>	<u>Interest Rate Swap</u>
Balance at June 30, 2012	\$10,719,307	\$(3,751,816)
Unrealized gains	<u>1,407,551</u>	<u>1,288,350</u>
Balance at June 30, 2013	<u>\$12,126,858</u>	<u>\$(2,463,466)</u>
Balance at June 30, 2013	\$12,126,858	\$(2,463,466)
Realized gains	724,352	—
Sales	(3,019,817)	—
Swap termination	—	2,327,000
Unrealized gains	<u>269,722</u>	<u>136,466</u>
Balance at June 30, 2014	<u>\$10,101,115</u>	<u>\$ —</u>

**CATHOLIC MEDICAL CENTER AND SUBSIDIARY**  
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**8. Investments and Assets Whose Use is Limited (Continued)**

There were no significant transfers between Levels 1, 2 or 3 for the year ended June 30, 2014.

In 2009, new guidance related to the Fair Value Measurement standard was issued for estimating the fair value of investments in investment companies (limited partnerships) that have a calculated value of their capital account or net asset value (NAV) in accordance with or in a manner consistent with U.S. GAAP. The Medical Center is permitted under U.S. GAAP to estimate the fair value of an investment at the measurement date using the reported NAV without further adjustment unless the Medical Center expects to sell the investment at a value other than NAV, or if the NAV is not calculated in accordance with U.S. GAAP. The Medical Center's investments in private investment funds are recorded at fair value based on the most current NAV.

The Medical Center performs additional procedures, including due diligence reviews on its investments in investment companies and other procedures with respect to the capital account or NAV provided, to ensure conformity with U.S. GAAP. The Medical Center has assessed factors including, but not limited to, managers' compliance with the Fair Value Measurement standard, price transparency and valuation procedures in place, the ability to redeem at NAV at the measurement date, and existence of certain redemption restrictions at the measurement date.

The guidance also requires additional disclosures to enable users of the financial statements to understand the nature and risk of the Medical Center's investments. Furthermore, investments which can be redeemed at NAV by the Medical Center on the measurement date or in the near term are classified as Level 2. Investments which cannot be redeemed on the measurement date or in the near term are classified as Level 3. In accordance with this guidance, the table below sets forth additional disclosures for investment funds valued based on net asset value to further understand the nature and risk of the investments by category as of June 30, 2014.

<u>Category</u>	<u>Fair Value</u>	<u>Unfunded Commitments</u>	<u>Redemption Frequency</u>	<u>Notice Period</u>
Private investment funds – Level 2	\$42,729,029	\$ –	Daily/monthly	2-30 day notice
Private investment funds – Level 3	10,101,115	–	Quarterly/ annually	1-2 year lockup with 60-95 day notice

Investment Strategies

U.S. Federated Treasury Obligations and Fixed Income Securities

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

**CATHOLIC MEDICAL CENTER AND SUBSIDIARY**

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

June 30, 2014 and 2013

**8. Investments and Assets Whose Use is Limited (Continued)**

Marketable Equity Securities

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

Private Investment Funds

The primary purpose of private investment funds is to provide further portfolio diversification and to reduce overall portfolio volatility by investing in strategies that are less correlated with traditional equity and fixed income investments. Private investment funds may provide access to strategies otherwise not accessible through traditional equities and fixed income such as derivative instruments, real estate, distressed debt and private equity and debt.

Fair Value of Other Financial Instruments

Other financial instruments consist of accounts receivable, accounts payable and accrued expenses, amounts payable to third-party payors and long-term debt. The fair value of all financial instruments other than long-term debt approximates their relative book values as these financial instruments have short-term maturities or are recorded at amounts that approximate fair value. See Note 5 for disclosure of the fair value of long-term debt.

**9. Retirement Benefits**

A reconciliation of the changes in the Catholic Medical Center Pension Plan and the Medical Center's Supplemental Executive Retirement Plan projected benefit obligations and the fair value of assets for the years ended June 30, 2014 and 2013, and a statement of funded status of the plans as of June 30 for both years follows:

	<u>Catholic Medical Center Pension Plan</u>		<u>Pre-1987 Supplemental Executive Retirement Plan</u>	
	<u>2014</u>	<u>2013</u>	<u>2014</u>	<u>2013</u>
Changes in benefit obligations:				
Projected benefit obligations				
at beginning of year	\$ (201,367,482)	\$(206,954,442)	\$ (5,136,340)	\$ (5,518,307)
Service cost	(625,000)	(425,000)	-	-
Interest cost	(9,576,309)	(9,191,398)	(197,511)	(191,289)
Benefits paid	4,551,682	4,049,093	489,771	493,738
Actuarial (loss) gain	(15,480,194)	10,544,845	(274,190)	79,518
Expenses paid	<u>654,743</u>	<u>609,420</u>	<u>-</u>	<u>-</u>
Projected benefit obligations				
at end of year	(221,842,560)	(201,367,482)	(5,118,270)	(5,136,340)

**CATHOLIC MEDICAL CENTER AND SUBSIDIARY**

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

June 30, 2014 and 2013

**9. Retirement Benefits (Continued)**

	<u>Catholic Medical Center Pension Plan</u>		<u>Pre-1987 Supplemental Executive Retirement Plan</u>	
	<u>2014</u>	<u>2013</u>	<u>2014</u>	<u>2013</u>
Changes in plan assets:				
Fair value of plan assets				
at beginning of year	\$ 143,507,222	\$ 123,009,403	\$ -	\$ -
Actual return on plan assets	24,687,908	15,156,332	-	-
Employer contributions	10,000,000	10,000,000	489,771	493,738
Benefits paid	(4,551,682)	(4,049,093)	(489,771)	(493,738)
Expenses paid	<u>(654,743)</u>	<u>(609,420)</u>	<u>-</u>	<u>-</u>
Fair value of plan assets				
at end of year	<u>172,988,705</u>	<u>143,507,222</u>	<u>-</u>	<u>-</u>
Funded status of plan at June 30	<u>\$ (48,853,855)</u>	<u>\$ (57,860,260)</u>	<u>\$ (5,118,270)</u>	<u>\$ (5,136,340)</u>
Amounts recognized in the consolidated balance sheets consist of:				
Current liability	\$ -	\$ -	\$ (446,695)	\$ (476,623)
Noncurrent liability	<u>(48,853,855)</u>	<u>(57,860,260)</u>	<u>(4,671,575)</u>	<u>(4,659,717)</u>
Net amount recognized	<u>\$ (48,853,855)</u>	<u>\$ (57,860,260)</u>	<u>\$ (5,118,270)</u>	<u>\$ (5,136,340)</u>

The net loss for the defined benefit pension plans that will be amortized from unrestricted net assets into net periodic benefit cost over the next fiscal year is \$1,926,177.

The current portion of accrued pension costs included in the above amounts for the Medical Center amounted to \$446,695 and \$476,623 at June 30, 2014 and 2013, respectively, and has been included in accounts payable and accrued expenses.

The amounts recognized in unrestricted net assets for the years ended June 30, 2014 and 2013 consist of:

	<u>Catholic Medical Center Pension Plan</u>		<u>Pre-1987 Supplemental Executive Retirement Plan</u>	
	<u>2014</u>	<u>2013</u>	<u>2014</u>	<u>2013</u>
Amounts recognized in the consolidated balance sheets – total plan:				
Unrestricted net assets:				
Net loss	\$ (66,012,550)	\$ (65,854,393)	\$ (2,538,078)	\$ (2,392,006)
Net amount recognized	<u>\$ (66,012,550)</u>	<u>\$ (65,854,393)</u>	<u>\$ (2,538,078)</u>	<u>\$ (2,392,006)</u>

**CATHOLIC MEDICAL CENTER AND SUBSIDIARY**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

June 30, 2014 and 2013

**9. Retirement Benefits (Continued)**

Net periodic pension cost includes the following components for the years ended June 30, 2014 and 2013:

	<u>Catholic Medical Center Pension Plan</u>		<u>Pre-1987 Supplemental Executive Retirement Plan</u>	
	<u>2014</u>	<u>2013</u>	<u>2014</u>	<u>2013</u>
Service cost	\$ 625,000	\$ 425,000	\$ -	\$ -
Interest cost	9,576,309	9,191,398	197,511	191,289
Expected return on plan assets	(10,872,113)	(10,083,371)	-	-
Amortization of actuarial loss	<u>1,506,242</u>	<u>1,750,242</u>	<u>128,118</u>	<u>132,603</u>
Net periodic pension cost	<u>\$ 835,438</u>	<u>\$ 1,283,269</u>	<u>\$325,629</u>	<u>\$323,892</u>

Other changes in plan assets and benefit obligations recognized in unrestricted net assets for the years ended June 30, 2014 and 2013 consist of:

	<u>Catholic Medical Center Pension Plan</u>		<u>Pre-1987 Supplemental Executive Retirement Plan</u>	
	<u>2014</u>	<u>2013</u>	<u>2014</u>	<u>2013</u>
Net loss (gain)	\$ 1,664,398	\$(15,617,806)	\$ 274,190	\$ (79,518)
Amortization of actuarial loss	<u>(1,506,242)</u>	<u>(1,750,242)</u>	<u>(128,118)</u>	<u>(132,603)</u>
Net amount recognized	<u>\$ 158,156</u>	<u>\$(17,368,048)</u>	<u>\$ 146,072</u>	<u>\$(212,121)</u>

The investments of the plans are comprised of the following at June 30:

	Target Allo- cation Fiscal Year Ending <u>June 30, 2014</u>	<u>Catholic Medical Center Pension Plan</u>	
		<u>2014</u>	<u>2013</u>
Marketable equity securities	70.0%	71.4%	62.5%
Fixed income securities	20.0	17.1	27.8
Other	<u>10.0</u>	<u>11.5</u>	<u>9.7</u>
	<u>100.0%</u>	<u>100.0%</u>	<u>100.0%</u>

The assumption for the long-term rate of return on plan assets has been determined by reflecting expectations regarding future rates of return for the investment portfolio, with consideration given to the distribution of investments by asset class and historical rates of return for each individual asset class.

**CATHOLIC MEDICAL CENTER AND SUBSIDIARY**  
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**9. Retirement Benefits (Continued)**

The weighted-average assumptions used to determine the defined benefit pension plan obligations at June 30 are as follows:

	<u>Catholic Medical Center Pension Plan</u>		<u>Pre-1987 Supplemental Executive Retirement Plan</u>	
	<u>2014</u>	<u>2013</u>	<u>2014</u>	<u>2013</u>
Discount rate	4.37%	4.82%	3.53%	3.96%
Rate of compensation increase	N/A	4.00	N/A	N/A

The weighted-average assumptions used to determine the defined benefit pension plan's net periodic benefit costs for the years ended June 30 are as follows:

	<u>Catholic Medical Center Pension Plan</u>		<u>Pre-1987 Supplemental Executive Retirement Plan</u>	
	<u>2014</u>	<u>2013</u>	<u>2014</u>	<u>2013</u>
Discount rate	4.82%	4.46%	3.96%	3.57%
Rate of compensation increase	N/A	4.00	N/A	N/A
Expected long-term return on plan assets	7.50	7.50	N/A	N/A

The expected employer contributions for the fiscal year ending June 30, 2015 are not expected to be significant.

The benefits, which reflect expected future service, as appropriate, expected to be paid for the years ending June 30 are:

	<u>Catholic Medical Center Pension Plan</u>	<u>Pre-1987 Supplemental Executive Retirement Plan</u>
2015	\$ 5,820,272	\$ 444,612
2016	6,417,712	433,859
2017	7,102,486	422,265
2018	7,871,031	409,779
2019 - 2022	50,962,473	1,831,651

The Medical Center contributed \$10,000,000 and \$489,771 to the Catholic Medical Center Pension Plan and the Pre-1987 Supplemental Executive Retirement Plan, respectively, for the year ended June 30, 2014. The Medical Center plans to make any necessary contributions during the upcoming fiscal 2015 year to ensure the plans continue to be adequately funded given the current market conditions.

**CATHOLIC MEDICAL CENTER AND SUBSIDIARY**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

June 30, 2014 and 2013

**9. Retirement Benefits (Continued)**

The following fair value hierarchy tables present information about the financial assets of the above plans measured at fair value on a recurring basis based upon the lowest level of significant input valuation as of June 30, 2014 and 2013:

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
<b>2014</b>				
Cash and cash equivalents	\$ 5,917,865	\$ –	\$ –	\$ 5,917,865
Marketable equity securities	41,852,880	–	–	41,852,880
Fixed income securities	27,930,067	–	–	27,930,067
Private investment funds	<u>–</u>	<u>84,715,189</u>	<u>12,572,704</u>	<u>97,287,893</u>
Total assets at fair value	<u>\$75,700,812</u>	<u>\$84,715,189</u>	<u>\$12,572,704</u>	<u>\$172,988,705</u>
<b>2013</b>				
Cash and cash equivalents	\$ 5,335,517	\$ –	\$ –	\$ 5,335,517
Marketable equity securities	29,604,402	–	–	29,604,402
Fixed income securities	17,868,480	–	–	17,868,480
Private investment funds	<u>–</u>	<u>79,244,125</u>	<u>11,454,698</u>	<u>90,698,823</u>
Total assets at fair value	<u>\$52,808,399</u>	<u>\$79,244,125</u>	<u>\$11,454,698</u>	<u>\$143,507,222</u>

The following table presents the assets carried at fair values at June 30, 2014 and 2013 that are classified at Level 3 of the fair value hierarchy. The table reflects gains and losses for the year, including gains and losses on assets that were transferred to Level 3 as of June 30, 2014 and 2013. Additionally, both observable and unobservable inputs may be used to determine the fair value of positions that the Medical Center has classified within the Level 3 category. As a result, the unrealized gains and losses for assets within Level 3 may include changes in fair value that were attributable to both observable and unobservable inputs.

	Fair Value Measurement Using <u>Significant Unobservable Inputs (Level 3)</u> Private Investment Funds	
	<u>2014</u>	<u>2013</u>
Balance, beginning of year	\$11,454,698	\$10,099,408
Realized gains	720	–
Unrealized gains	1,136,859	1,355,290
Sales	<u>(19,573)</u>	<u>–</u>
Balance, end of year	<u>\$12,572,704</u>	<u>\$11,454,698</u>

**CATHOLIC MEDICAL CENTER AND SUBSIDIARY**  
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**10. Related Party Transactions**

During 2014 and 2013, the Medical Center made and received transfers of net assets (to) from affiliated organizations as follows:

	<u>2014</u>	<u>2013</u>
Alliance Health Services	\$ (3,550,000)	\$ (3,850,000)
Physician Practice Associates	(8,596,500)	(10,450,500)
Alliance Ambulatory Service	2,485,000	2,575,000
Alliance Resources	(1,419,116)	-
NH Medical Laboratory	<u>(42,000)</u>	<u>(115,000)</u>
	<u>\$ (11,122,616)</u>	<u>\$ (11,840,500)</u>

The Medical Center enters into various other transactions with the aforementioned related organizations as well as certain other related organizations. The net effect of these transactions was an amount due to affiliates of \$1,310,312 and \$2,389,005 at June 30, 2014 and 2013, respectively. See Note 7 for related party leasing activity.

**11. Functional Expenses**

The Medical Center provides general health care services to residents within its geographic location including inpatient, outpatient and emergency care. Expenses related to providing these services are as follows at June 30:

	<u>2014</u>	<u>2013</u>
Health care services	\$239,319,402	\$ 222,183,671
General and administrative	<u>47,917,794</u>	<u>43,749,300</u>
	<u>\$287,237,196</u>	<u>\$ 265,932,971</u>

**12. Concentration of Credit Risk**

The Medical Center grants credit without collateral to its patients, most of whom are local residents and are insured under third-party payor agreements. The mix of receivables from patients and third-party payors is as follows at June 30:

	<u>2014</u>	<u>2013</u>
Medicare	40%	40%
Medicaid	15	8
Commercial insurance and other	17	19
Patients (self pay)	14	19
Anthem Blue Cross	<u>14</u>	<u>14</u>
	<u>100%</u>	<u>100%</u>

**CATHOLIC MEDICAL CENTER AND SUBSIDIARY**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

June 30, 2014 and 2013

**13. Endowments**

In July 2008, the State of New Hampshire enacted a version of UPMIFA (the Act). The new law, which had an effective date of July 1, 2008, eliminates the historical dollar threshold and establishes prudent spending guidelines that consider both the duration and preservation of the fund. As a result of this enactment, subject to the donor's intent as expressed in a gift agreement or similar document, a New Hampshire charitable organization may now spend the principal and income of an endowment fund, even from an underwater fund, after considering the factors listed in the Act.

At June 30, 2014 and 2013, the endowment net asset composition by type of fund consisted of the following:

	<u>Unrestricted Net Assets</u>	<u>Temporarily Restricted Net Assets</u>	<u>Permanently Restricted Net Assets</u>	<u>Total</u>
<u>2014</u>				
Donor-restricted funds	\$ —	\$528,802	\$8,161,758	\$ 8,690,560
Board-designated funds	<u>82,783,276</u>	<u>—</u>	<u>—</u>	<u>82,783,276</u>
Total funds	<u>\$82,783,276</u>	<u>\$528,802</u>	<u>\$8,161,758</u>	<u>\$91,473,836</u>
<u>2013</u>				
Donor-restricted funds	\$ —	\$191,861	\$7,281,983	\$ 7,473,844
Board-designated funds	<u>71,343,055</u>	<u>—</u>	<u>—</u>	<u>71,343,055</u>
Total funds	<u>\$71,343,055</u>	<u>\$191,861</u>	<u>\$7,281,983</u>	<u>\$78,816,899</u>

Changes in endowment net assets consisted of the following for the fiscal years ended June 30:

	<u>Unrestricted Net Assets</u>	<u>Temporarily Restricted Net Assets</u>	<u>Permanently Restricted Net Assets</u>	<u>Total</u>
Balance at June 30, 2012	\$64,054,092	\$ 353,996	\$6,693,072	\$71,101,160
Investment return:				
Investment income	767,221	1,407	279	768,907
Net appreciation (realized and unrealized)	<u>5,764,154</u>	<u>—</u>	<u>588,632</u>	<u>6,352,786</u>
Total investment gain	6,531,375	1,407	588,911	7,121,693
Contributions	754,088	72,536	—	826,624
Appropriation for operations	—	(232,578)	—	(232,578)
Appropriation for capital	<u>3,500</u>	<u>(3,500)</u>	<u>—</u>	<u>—</u>
Balance at June 30, 2013	71,343,055	191,861	7,281,983	78,816,899

**CATHOLIC MEDICAL CENTER AND SUBSIDIARY**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

June 30, 2014 and 2013

**13. Endowments (Continued)**

	<u>Unrestricted Net Assets</u>	<u>Temporarily Restricted Net Assets</u>	<u>Permanently Restricted Net Assets</u>	<u>Total</u>
Balance at June 30, 2013	\$71,343,055	\$ 191,861	\$7,281,983	\$78,816,899
Investment return:				
Investment income	595,595	1,083	3,346	600,024
Net appreciation (realized and unrealized)	<u>10,702,101</u>	<u>—</u>	<u>876,429</u>	<u>11,578,530</u>
Total investment gain	11,297,696	1,083	879,775	12,178,554
Contributions	—	500,599	—	500,599
Appropriation for operations	—	(22,216)	—	(22,216)
Appropriation for capital	<u>142,525</u>	<u>(142,525)</u>	<u>—</u>	<u>—</u>
Balance at June 30, 2014	<u>\$82,783,276</u>	<u>\$ 528,802</u>	<u>\$8,161,758</u>	<u>\$91,473,836</u>

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that the donor requires the Medical Center to retain as a fund of perpetual duration. There were no such deficiencies as of June 30, 2014 and 2013.

**14. Commitments and Contingencies**

*Litigation*

Various legal claims, generally incidental to the conduct of normal business, are pending or have been threatened against the Medical Center. The Medical Center intends to defend vigorously against these claims. While ultimate liability, if any, arising from any such claim is presently indeterminable, it is management's opinion that the ultimate resolution of these claims will not have a material adverse effect on the financial condition of the Medical Center.

*Regulatory*

The healthcare industry is subject to numerous laws and regulations of federal, state, and local governments. Recently, government activity has increased with respect to investigations and allegations concerning possible violations by health care providers of fraud and abuse statutes and regulations, which could result in the imposition of significant fines and penalties as well as significant repayments for patient services previously billed. Compliance with such laws and regulations are subject to government review and interpretations as well as regulatory actions unknown or unasserted at this time.

**CATHOLIC MEDICAL CENTER AND SUBSIDIARY**  
**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS**  
**Year Ended June 30, 2014**

<u>Federal Grantor/Pass Through Grantor/Program or Cluster Title</u>	<u>Pass-Through Award Number</u>	<u>Federal CFDA Number</u>	<u>Federal Expenditures</u>
U.S. Department of Health and Human Services Pass-through New Hampshire Hospital Association: Hospital Preparedness Program	N/A	93.889	\$ 35,376
Pass-through City of Manchester Department of Health:			
Consolidated Health Centers	H80CS00002	93.224	562,489
Maternal and Child Health Services Block Grant to the States	05-95-90-902010-5190-102-500731	93.994	6,116
Patient-Centered Medical Home (PCMH) Grant	H80CS00002	93.527	14,412
Outreach Enrollment Grant	H80CS00002	93.527	80,168
Pass-through State of New Hampshire Dept. of Health and Human Services:			
Breast and Cervical Cancer Program	05-95-90-902010-5659-102-500731	93.283	91,329
Community-Based Oral Health Services	05-95-90-902010-4527-102-500731	93.991	16,137
Pass-through National Health Care for the Homeless Council, Inc.:			
Community Health Workers and Health Care for the Homeless	1C1CMS330981	93.610	<u>46,812</u>
Total expenditures of federal awards			<u>\$852,839</u>

See notes to this schedule.

**CATHOLIC MEDICAL CENTER AND SUBSIDIARY**

**NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS**

**Year Ended June 30, 2014**

**1. Basis of Presentation**

The accompanying Schedule of Expenditures of Federal Awards (the Schedule) summarizes the federal grant activity of Catholic Medical Center and Subsidiary (the Medical Center) for the year ending June 30, 2014, and is presented on the accrual basis of accounting. The Schedule includes all applicable federal grants for the Medical Center. The information in the Schedule is presented in accordance with the requirements of OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Since the Schedule presents only a selected portion of the operations of the Medical Center, it is not intended to and does not present the financial position, results of operations, changes in net assets or cash flows of the Medical Center.

For purposes of the Schedule, federal awards include all grants, contract and similar agreements entered into directly between the Medical Center and agencies and departments of the federal government and all subawards to the Medical Center by nonfederal organizations pursuant to federal grants, contracts and similar agreements.

**2. Summary of Significant Accounting Policies**

Expenditures for direct costs are recognized as incurred using the accrual method of accounting and the cost accounting principles contained in the OMB Circular A-122, *Cost Principles for Non-Profit Organizations*, as applicable. Under these cost principles, certain types of expenditures are not allowable or are limited as to reimbursement. Expenditures include only direct costs, as the Medical Center did not negotiate any indirect cost rate with the awarding agencies.

**3. Pass-Through Awards**

The Medical Center receives certain federal awards in the form of pass-through awards. Such amounts received as pass-through awards are specifically identified on the Schedule.

# BAKER NEWMAN NOYES

## 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

Board of Trustees  
Catholic Medical Center and Subsidiary

We have audited, 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, the financial statements of Catholic Medical Center and Subsidiary (the Medical Center), which comprise the consolidated balance sheet as of June 30, 2014, and the related consolidated statements of operations, changes in net assets and cash flows for the year then ended, and the related notes to the consolidated financial statements, and have issued our report thereon dated September 24, 2014.

### Internal Control Over Financial Reporting

In planning and performing our audit of the consolidated financial statements, we considered the Medical Center'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 on the effectiveness of the Medical Center's internal control. Accordingly, we do not express an opinion on the effectiveness of the Medical Center's internal control.

*A deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. *A material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Board of Trustees  
Catholic Medical Center and Subsidiary

### **Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the Medical Center's consolidated financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

### **Purpose of this Report**

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

Manchester, New Hampshire  
September 24, 2014

*Baker Newman & Noyes*

Limited Liability Company

# BAKER NEWMAN NOYES

## INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM; REPORT ON INTERNAL CONTROL OVER COMPLIANCE; AND REPORT ON SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS REQUIRED BY OMB CIRCULAR A-133

Board of Trustees  
Catholic Medical Center and Subsidiary

### **Report on Compliance for Each Major Federal Program**

We have audited Catholic Medical Center and Subsidiary's (the Medical Center) 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 each of the Medical Center's major federal programs for the year ended June 30, 2014. The Medical Center's major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

### ***Management's Responsibility***

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

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

Our responsibility is to express an opinion on compliance for each of the Medical Center's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and 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 the Medical Center's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of the Medical Center's compliance.

### ***Opinion on Each Major Federal Program***

In our opinion, the Medical Center complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2014.

## **Report on Internal Control Over Compliance**

Management of the Medical Center 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 the Medical Center's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with 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 the Medical Center'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 a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Accordingly, this report is not suitable for any other purpose.

## **Report on Schedule of Expenditures of Federal Awards Required by OMB Circular A-133**

We have audited the financial statements of Catholic Medical Center and Subsidiary as of and for the year ended June 30, 2014, and have issued our report thereon dated September 24, 2014 which contained an unmodified opinion on those financial statements. Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. We have not performed any procedures with respect to those audited financial statements subsequent to September 24, 2014.

Board of Trustees  
Catholic Medical Center and Subsidiary

The accompanying Schedule of Expenditures of Federal Awards is presented for purposes of additional analysis as required by OMB Circular A-133 and is not a required part of the 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 financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the Schedule of Expenditure of Federal Awards is fairly stated in all material respects in relation to the financial statements as a whole.

*Baker Neuman & Noyes*

Limited Liability Company

Manchester, New Hampshire  
October 29, 2014

**CATHOLIC MEDICAL CENTER AND SUBSIDIARY**  
**SCHEDULE OF FINDINGS AND QUESTIONED COSTS**

Year Ended June 30, 2014

**I. Summary of Auditors' Results**

**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? \_\_\_ yes X no

Noncompliance material to 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 weaknesses? \_\_\_ yes X no

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 Circular A-133? \_\_\_ yes X no

**Identification of Major Programs:**

CFDA #            Name of Federal Program or Cluster

93.224            Consolidated Health Centers

Dollar threshold used to distinguish between Type A and Type B programs: \$300,000

Auditee qualified as low-risk auditee? X yes    \_\_\_ no

**II. Financial Statement Findings**

None.

**III. Federal Award Findings and Questioned Costs**

None.

**CATHOLIC MEDICAL CENTER AND SUBSIDIARY**

**SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS**

Year Ended June 30, 2014

There were no reported findings from the prior year.

**Catholic Medical Center  
Board of Directors – 2014**

Rick Botnick, *Chair*  
E & R Cleaners

Joseph Graham, *Immediate Past Chair*  
Clear Channel Media & Entertainment

Maria Mongan, *Vice Chair*  
Verizon

Powen Hsu, M.D.  
New Era Medicine

John G. Cronin, Esq., *Secretary*  
Cronin, Bisson & Zalinsky, P.C.

Susan D. Huard, Ph.D.  
Manchester Community College

Richard E. Ashooh, *Treasurer*  
BAE Systems (appointed 8/14/14)

Neil Levesque  
NH Institute of Politics

Joseph Pepe, MD,  
*President & CEO*  
Catholic Medical Center

Patrick A. Mahon, MD,  
*President Medical Staff*  
Surgical Care Group

Adele Boufford Baker  
J.N. Boufford & Sons Inc.

Diane Murphy Quinlan, Esq.  
*Bishop's Delegate for Health Care*  
Diocese of Manchester

William B. Clutterbuck, M.D.  
Surgical Care Group, PC

Msgr. John P. Quinn  
St. Elizabeth Seton Parish

Eleanor Wm. Dahar, Esq.  
Dahar & Dahar Law Offices

Keith A. Stahl, MD  
Family Health & Wellness Center

Raef Fahmy, DPM  
Catholic Medical Center

Fr. Patrick Sullivan O.S.B, RN  
St. Anselm College / Abbey

Daryl J. Cady, CPA  
Home Health & Hospitals (resigned 8/13/14)

Updated: August 14, 2014

# CURRICULUM VITAE

**JOSEPH PEPE, MD**

## **ADDRESS**

### **Business:**

100 McGregor Street  
Manchester, NH. 03102

## **EMPLOYMENT**

### **President & CEO**

CMC Healthcare System  
August 30, 2012 to Present

### **President & CEO**

Catholic Medical Center, Manchester, NH  
August 30, 2012 to Present

Chief Executive Officer of Healthcare System including: 330 bed acute care hospital; Physician Practice Associates employing 40 physicians; Bedford Ambulatory Surgery Center (BASC), an LLC with 50% ownership with 40 surgeons, and St. Peter's Home, New Hampshire's largest day care center. Catholic Medical Center is the home of the New England Heart Institute, serving over 100 communities state wide.

### **Interim President/CEO**

CMC Healthcare System and Catholic Medical Center  
January 12, 2012

### **CMC Vice President of Medical Affairs/Chief Medical Officer**

Catholic Medical Center  
(1999 to August 2012)

As Vice President of Medical Affairs/Chief Medical Officer reporting to the CEO and worked with nursing leadership, medical staff leadership, and Performance Improvement to improve quality at CMC.

### **Physician**

CMC Primary Care Associates  
(1990 – 2011)

## **EDUCATION**

1979-1983 St. Anselm College, Manchester, NH; **BA**  
1983-1987 Tufts University School of Medicine, Boston, Ma; **MD**

### **POSTDOCTORAL TRAINING**

1987-1990 Baystate Medical Center, Springfield, Ma.  
- Internal Medicine Internship  
- Internal Medicine Residency

### **ACADEMIC APPOINTMENTS/TEACHING**

1987-1989 Clinical Fellow of Medicine  
-Tufts University School of Medicine  
Lecturer, State Division, American College of Physicians  
Lecturer, Mass. College of Pharmacy and Health Science ('06-08)  
Lecturer, NH Organization of Nurse Leaders (2011)  
Lecturer, Northern New England Society for Healthcare Risk Management (2011)

### **BOARD CERTIFICATION**

National Board of Medical Examiners  
American Board of Internal Medicine 1990, 2000, 2010

### **PUBLICATIONS**

Fever of Unknown Origin and Eosinophilia Caused by Naproxen Induced Interstitial Nephritis. *Hospital Practice*; McCue, J.D. ; Pepe, J., August 15, 1989.

A Rare Cause of Facial Nerve Paralysis. *Hospital Practice*; McCue, J.D. ; Pepe, J., May 30, 1990.

A Construction Worker With A Digital Eschar. *Hospital Practice*; Pepe, J., May 30, 1992.

Tongue Abscess: Case Report and Review. *Clinical Infectious Diseases*; Sands, M.; Pepe, J.; Brown, R.B., January 16, 1993.

Managing Risk, Build a Just Culture. *Health Progress*; Pepe, J.; Cataldo, P.J., July August, 2011.

*McGregor Street Journal* editor; Over 40 articles available on request ('02-present)

**Paul A. Mertzic, RN, BSN, MS**

Catholic Medical Center

Telephone, business (603) 663-8709, Cell (603) 759-8125, e-mail [pmertzic@cmc-nh.org](mailto:pmertzic@cmc-nh.org)

Objective: To utilize my administrative, clinical and management skills in the development of systems to enhance the quality of and the access to health care services for all persons.

- Leader in community, ambulatory and acute care health environments
- Educator - Assessment, Planning, Developing and Implementing community and professional programs
- Health Educator
- Strategic orientation

***Experience:***

**1998- Present: Catholic Medical Center – Manchester, NH**

A 300-bed community-based health care system. Re-established after the de-merger of Optima Health

**Director, Community Health Services – February 2002 to Present**

Responsible for the development, planning, budgeting and implementation of the strategic initiatives for the Community Health Service division of Catholic Medical Center.

Responsible for the development of collaborative relationships and partnerships within the community to improve the health status of our community.

**Director, Community Health and Wellness – May 1997 – February 2002**

Responsible for the ongoing operations of community-based programs serving those most in need. Responsible for creating collaborative relationships with agencies to maximize the potential for health and wellness efforts to those most in need.

**1995 –1998: Optima Health – Manchester, NH**

A community-based health care system created by the merger of two health care systems based in Manchester, NH.

**Program Manager, Community Education and Wellness**

Responsible for planning, coordinating and the delivery of community-based health and wellness services for those most in need..

**1981 – 1995: Elliot Hospital – Manchester, NH**

296 bed community-based acute care hospital

**Director, Cardiology Services – (1990 – 1995)**

Responsible for Invasive and Non-invasive Diagnostic Cardiology Testing, Cardiac Rehabilitation, and Pacemaker Clinic.

**Director, Cardiac Intermediate Care Unit – (1981- 1990)**

Responsible for a 26 bed step down cardiac unit with a concentration on family education and clinical excellence.

**1980 –1981: Catholic Medical Center**

**Director, Cardiac Rehabilitation**

Responsible for development of inpatient and outpatient Cardiac Rehabilitation.

**1977- 1980: Elliot Hospital – Manchester, NH**

**Clinical Manager, Intensive Care Unit – (1978 – 1980)**

Responsible for daily operations of a 12-bed intensive care unit on 3-11 shift, including staff development, evaluations, staffing and coordination.

**Critical Care and Medical Surgical Staff Nurse – (1997- 1978)**

Clinical responsibilities for critical care and medical surgical patients.

**1977 – 1980: Easter Seals Rehabilitation Program**

**RN Consultant, Cardiac Rehabilitation Program**

Responsible for assessment, evaluation and education of clients involved in outpatient Cardiac Rehabilitation Program. Provided educational programs to enhance cardiovascular knowledge of ancillary staff.

***Education:***

New England College, Henniker, NH - MS Organizational Management - 12/2000

NH College, Manchester, NH - Accounting and Financial Management courses

St. Anselm College, Goffstown, NH - Bachelor of Science, Nursing – 6/1977

***Membership/Affiliations:***

Catholic Medical Center Mission Award 2010

Good Samaritan Award in Health by Pastoral Counseling Services 2006

Healthy Manchester Leadership Council

Leadership Manchester, Class of 2004

Medical Interpretation Advisory Board/Steering Committee

Makin' It Happen – Board of Directors 2003-2009

New Horizons of NH – Board of Directors 2003 - 2008

Kids Vote – Board of Directors 2005 - 2008

On the Road to Recovery – Board of Directors/Secretary-Treasurer 2006 - present

NH Prostate Cancer Coalition – Board of Directors 2007-2009

Governors Council on Physical Activity and Health 2007- present

Kickin' Butts, Smoking Coalition

Regional Faculty AHA BLS/ BLS Instructor 2009 - present

New Hampshire Nurses Association

Governmental Advocacy Commission 2008 – present

American Nurses Association

***Interests/Personal:***

Married, three adult children

Running, Exercise, Skiing, Bicycling, Tennis, Swimming, Gardening, Kayaking

Reiki Level I Practitioner.

References available upon request.

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# Marie DeWitt

Catholic Medical Center

603-663-8726

[mdewitt@cmc-nh.org](mailto:mdewitt@cmc-nh.org)

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## Experience

Catholic Medical Center, 100 McGregor Street, Manchester, NH 03102  
September 1992 to present

- Community Education and Wellness Health Educator: community health screenings, elementary school programs, strong living program, breast education/presentations to community, BCCP site coordinator and case manager
- Rehab RN: primary care PT nurse, w/e charge nurse, case management of PT's
- Short Stay Unit per diem RN: care of PT's, pre and post procedure

New England College, Henniker, NH 03242  
March 1985 to June 1987

- Education Department secretary: clerical support for faculty, including typing, shorthand, filing, phones, supervision of work-study students, Office of Student Affairs

Kenmore Stamp Company, Milford, NH 03055  
December 1975 to January 1977

- Receptionist: typing, phones, checked incoming stock

Kross, Inc., San Fernando, CA  
March 1974 to January 1975

- Customer service, receptionist: typing, filing, phones, resolved customer complaints

## Education

University of New Hampshire

- Additional RN courses

New Hampshire Technical Institute, Concord, NH 03301, 1989-1992

- Associate degree in nursing
- Dean's List, Phi Theta Kappa, Student Nurse Association, peer tutoring, volunteer in schools and High Hopes Foundation

Clinton High School, Clinton, MA, 1965-1969

- Business courses

## References

References are available on request.

**Kim S. Kennedy**  
Catholic Medical Center  
195 McGregor Street, Suite LL22  
Manchester, NH 03102  
603-663-8705

**Professional Profile:**

- Strong leadership, collaboration and organization skills
- Experienced in program development
- Emphasis on promoting healthy lifestyle choices and self-efficacy
- Dedicated, energetic and enthusiastic
- Excellent interpersonal skills

**Employment Experience:**

**Catholic Medical Center • Manchester, NH**

Manager Community Outreach and Wellness, Community Health Services-Oct.  
2012 to Present

Provide management, oversight and leadership in the assessment and identification of health programs, services, and education needs of the community with a focus on prevention. Responsible for managing staff of Community Health Services programs including; Community Education and Wellness, Breast and Cervical Cancer Screening Program, Medication Assistance Program and Community Benefit Reporting.

Additional responsibilities include:

- Develop an annual strategic plan for health programming for the community, schools and businesses based upon CMC's key initiatives and the Community Needs Assessment
- Participate in advisory groups for program planning, review and evaluation as applicable
- Assist in the preparation of the Community Health Services budget and assume financial accountability for the budget

Coordinator Community Health Education, Community Health Services-Oct. 2008 to Oct.2012

Responsible for the coordination of health education programs and services of Community Education and Wellness, Prime Time and the Parish Nurse Program. Manage and coordinate the development, design, and implementation of community educational programs which focus on improving the health of our community. Collaborate with other hospital departments, community partners, the school district and local businesses for the purpose of addressing community needs.

Registered Nurse/Community Health Educator, Community Education and Wellness –  
1998 to 2008

Researched health related topics and developed community education programs based on this research. Instructed a variety of health education programs for the community in an effort to

promote wellness and prevent disease and disability. Developed and coordinated various health screenings including prostate cancer, skin cancer, osteoporosis and cholesterol. Planned and coordinated a variety of community events.

Registered Nurse, Obesity Treatment Center - 2006 to 2007

Temporarily assisted this department during a period when they were short staffed. Assisted the physician with the assessment and treatment of patients preparing for gastric surgery.

Registered Nurse, Rehabilitation Medicine Unit - 1996 to 1998

Provided professional nursing care for stroke, cardiac step-down and orthopedic patients in an environment that promotes wellness by assisting each individual to regain the highest level of functioning that is achievable.

**Various Local Fitness Centers/Health Clubs**

Health and Fitness Instructor - 1989 to 2009

Developed and instructed health and fitness classes including a program designed for the unfit and higher health risk population.

**Education:**

New Hampshire Technical Institute • Concord, NH

Associates Degree in Nursing - 1997

Graduated with high honors. Recipient of the Goldie Crocker award of excellence.

Quinsigamond Community College • Worcester, MA

Completed various accounting and finance courses – 1978 to 1980

**Licenses/Certifications:**

Registered Nurse License, State of New Hampshire

Group Exercise Instructor Certification, American Council on Exercise (ACE)

*References available on request*

Rossana Goding  
Catholic Medical Center  
195 McGregor Street. Suite LL22  
Manchester, NH 03102  
603-663-8704

**Work Experience:**

January 2014 to Present

Catholic Medical Center Community Health Services Administrative Assistant  
Primary Purpose:

- Performs diversified administrative and secretarial duties in support of the Community Health Services departments.
- Responsible for all aspects of the Community Benefit Inventory Project; maintains database and responsible for upgrades to the software; distributes forms, collects and enters data and files the supporting documents to justify the quantitative figures for the annual inventory report.
- Provides information, support and training in all aspects of operations. Assists with special projects within the Division of Community Health Services.
- Prepares the monthly invoices for the BCCP Program and MCHT Project and maintains their supporting documents; works closely with Payroll, the manager of MCHT, the manager of BCCP and Finance to ensure accuracy of these invoices. Maintains all documentation for federal audits on the accounting of the invoices.
- Provides accounting support for grants awarded to the departments of Community Health Services. Responsible for the fiscal audits of grants.
- Maintains various department databases as directed, including the Community Benefit Inventory, Medical Interpreters (bilingual staff and Medicaid Providers), MCHT, BCCP, CMC In-kind Donation of Equipment to Social Service Agencies.

**Education:**

**May 2009** New Hampshire Community Technical College  
Manchester, NH  
**Associates, Accounting**

**May 1991** Castle College  
Manchester, NH  
**Associates, Business Administration**

## CURRICULUM VITAE

**Claire Fisher**

**Catholic Medical Center**

CNM NH Licensure #015967-23

OB-GYN Nurse-Practitioner & RN, NH

Licensure #015967

ACNM Board Certified #C05890/4289

DEA #MF0050613

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### EDUCATION

- CNM, 3/91 San Jose University/Education Program Associates, School of Nursing  
Nurse Midwife, Certificate Program  
Major: Community Health Education
- OGNP, 5/80 University of Alabama, School of Medicine  
OB/GYN Nurse Practitioner, Certificate Program
- RN, 5/72 Sacred Heart Hospital School of Nursing  
Diploma in Nursing

### PROFESSIONAL EXPERIENCE

- 9/09 – present OB/GYN Nurse Practitioner & Certified Nurse Midwife , Breast and Pap Smear  
Clinic at Catholic Medical Center, Manchester, NH 03102
- 9/88 – present OB/GYN Nurse Practitioner & Certified Nurse Midwife, started nurse midwifery  
practice in 1990, Dept of OB/GYN/Nurse Midwife, Dartmouth Hitchcock-  
Manchester, MOB, Suite 301, 88 McGregor Street, Manchester, NH 03102
- 6/81-9/88 Executive Director, Healthquarters, Inc., Beverly, MA
- 6/80-6/81 OB/GYN Nurse Practitioner, Manchester, Nashua, Derry and Exeter Family  
Planning Clinics
- 10/79-6/80 Maternal and Child Health Consultant, Newfound Area Nursing Association,  
Bristol, NH
- 6/72-4/79 Labor and Delivery Charge Nurse and Coordinator and Instructor of Prenatal and  
Childbirth Education Program, Elliot Hospital, Manchester, NH

### MEMBERSHIPS IN PROFESSIONAL ORGANIZATIONS

- ACNM American College of Nurse Midwives
- CNM Hospital privileges at the Elliot Hospital and Catholic Medical Center

### AWARDS

- July 1990 Congressional Recognition Award – recognized by Congressman Mavroules for outstanding service in women’s health care on the North Shore of Massachusetts
- January 1988 Dorothy Bradford Award – recognized by Healthquarters as an outstanding professional in the field of women’s health care
- June 1987 Vanguard Award Nominee – recognized by North Shore Women in Business Group as an outstanding woman leader in the field of women’s health care on the North Shore of Massachusetts
- November 1996 Nursing 86 Magazine – honored as one of fifteen nurses across the country who has made a difference in the nursing profession

#### **PUBLICATIONS**

- “Sexually Transmitted Diseases”, in Section IV, Community-Based Care Plans, Marion B. Dolan, RN, Community and Home Health Care Plans, Springhouse Corporation, Springhouse, Pennsylvania, 1990
- Several articles in journals and newspapers regarding Women and Heart Disease

#### **REFERENCES AVAILABLE UPON REQUEST**

# Susan Suther, APRN, CNM

## EDUCATION & CERTIFICATIONS

- Education Programs Associations affiliated with San Jose College, Campbell, CA  
OB/GYN Nurse Practitioner & Nurse-Midwifery Education, February 1989 – May 1991
- Modesto Junior College, Modesto, CA  
Associate of Science Degree – Registered Nurse, September 1982 – June 1984
- American College of Nurse-Midwives, Certification #5942, June 7, 1991

## LICENSURE

- State of New Hampshire, Registered Nurse: #036774-21
- State of New Hampshire, Advanced Registered Nurse Practitioner, Midwifery: #036774-23

## HEALTH CARE EXPERIENCE

### Dartmouth Hitchcock - Manchester

- Full scope Midwifery
- March 1992 – present

### Family Planning, Inc., Redding, CA

- OB/GYN Nurse Practitioner
- Well Woman gynecology
- STD screening and treatment
- September 1991 – February 1992

### OB/GYN Associates, Red Bluff, CA

- OB/GYN Nurse Practitioner
- Student Nurse Midwifery Training
- Well Woman gynecology
- Antepartum, Postpartum care
- Physician precepted Intrapartum care
- October 1990 – September 1991

### Birth Center of Redding, Redding, CA

- OB/GYN Nurse Practitioner, May 1990 – September 1990
- Student OB/GYN Nurse Practitioner Training, June 1989 – May 1990
- Labor and Delivery RN
- Well Woman gynecology
- Antepartum, Postpartum care
- Precepted training of above
- Labor, delivery and postpartum care of women and normal newborns in a free-standing birth center as an RN, June 1989 – September 1990

### Family Planning Center, Inc., Redding, CA

- Precepted Nurse Practitioner training, February 1989 – May 1990

### St. Elizabeth's Community Hospital, Red Bluff, CA

- RN Obstetrical Unit, December 1989 – May 1990

### Mercy Medical Center, Redding, CA

- RN Labor & Delivery, June 1987 – December 1989

### Mercy Hospital, Merced, CA

- RN Obstetrical Unit, September 1984 – June 1987

## COMMITTEES

- Steering Committee Member, New Hampshire Collaborative Cesarean Reduction Project
- ACI Project, Facilitator, Cesarean Reduction Project, 1996 – 1999

- March of Dimes, Folic Acid Council committee member
- Women's Services QI Team, Elliot Hospital
- Waterbirth Committee, Elliot Hospital

#### **TEACHING EXPERIENCE**

- Clinical Preceptor of Nurse Midwifery students from CNEP

#### **GUEST LECTURER**

- Cesarean Section Reduction & Quality Improvement Projects, NH OB Nurse Managers Meeting, April 1997, Concord, NH
- NH Collaborative C/S Reduction Conference, November 1997, Manchester, NH
- Holy Family Hospital & Medical Center, January 1998, Methuen, MA
- Portsmouth Regional Hospital, January 1998, Portsmouth, NH
- Live teleconference, UVM, "Strategies to Safely Reduce Cesarean Births", April 1998, Burlington, VT
- UVM, "Nurses and Continuous Improvement", May 1998, Burlington, VT
- Wentworth-Douglass, "Strategies to Safely Reduce Cesarean Births", May 1998, Portsmouth, NH
- Cambridge Health Resources, "Safely Reducing Cesarean Births", June 1998, Boston, MA
- Tri-State Conference on Cesarean Rates and the Quality of Obstetrical Care, March 1999, Portsmouth, NH

#### **LABOR SUPPORT**

- Auscultation for Fetal Surveillance & Management of Second Stage, Elliot Hospital, November 1998
- Auscultation for Fetal Surveillance, Elliot Hospital, November 2000
- Intermittent Auscultation, Catholic Medical Center, May 2003

#### **REFERENCES AVAILABLE UPON REQUEST**

# Kate Bradbury



Phone: [REDACTED] E-Mail: [REDACTED]

## Experience

### Dartmouth- Hitchcock Manchester- Certified Nurse Midwife

Manchester, NH, 603-695-2900

04/2012-present

Currently work with adolescents and women of all ages and socio-economic backgrounds in the outpatient clinic setting providing gynecological, prenatal, reproductive, and menopausal care. Also care for these women in the inpatient hospital setting managing low-risk labor patients, delivering babies, and caring for women in the immediate postpartum period.

### Berkshire Medical Center- Registered Nurse

Pittsfield, MA 413-447-2000

07/2008- 08/2010

- Worked on a 15 bed Critical Care/Respiratory Step Down Unit;
- Collaborated with medical residents in managing patient care, providing extensive wound management,
- Respiratory therapy, ventilator management and caring of central and arterial lines
- Worked as preceptor for new staff and nursing students
- Fulfilled a charge nurse position for 7 months

### Volunteers in Medicine- Registered Nurse

Great Barrington, MA 413-528-4014

09/2009-07/2010

- Provided primary care to immigrant workers
- Provided free healthcare to people living and working in the Berkshire Region who were uninsured
- Administered injections
- Patient teaching, medication administration

### Student Midwifery Clinical Rotations

09/2010- 10/2011

Provided full prenatal, GYN, intrapartum and postpartum care to women of various ethnic and socioeconomic backgrounds in a variety of settings including out of hospital birth centers and tertiary care hospitals.

## Education

University of Massachusetts Amherst

09/2004-05/2008

Graduated Cum Laude with a Bachelors of Science Degree in Nursing.

Georgetown University, Washington, D.C.

08/2010- 12/2011

Masters Degree in Nursing, Midwifery and Women's Health Nurse Practitioner Program

## Skills

American Heart BLS; American Academy of Pediatrics NRP; AWHONN Fetal Monitoring



## References

Susan Wheeler, Administrative Executive; Dartmouth-Hitchcock Manchester 603-695-2900

Claire Fisher, CNM, Midwifery Director; Dartmouth-Hitchcock Manchester 603-695-2900

Marie Marquis, Registered Nurse; Clinical Nurse Manager; Dartmouth-Hitchcock Manchester 603-695-2900

RA

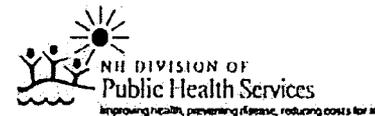


Nicholas A. Toumpas  
Commissioner

José Thier Montero  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6527  
603-271-4886 1-800-852-3345 Ext. 4886  
Fax: 603-271-0539 TDD Access: 1-800-735-2964



April 4, 2013

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

APPROVED FIC _____
DATE _____
APPROVED G&C # <u>93</u>
DATE <u>6/05/13</u>
NOT APPROVED _____

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Public Health Services, Bureau of Population Health and Community Services, Chronic Disease Prevention and Screening Section, Breast and Cervical Cancer Program to enter into an agreement with Catholic Medical Center (Vendor # 177240-B002), 195 McGregor Street, Suite LL22, Manchester, NH 03102 in an amount not to exceed \$184,000.00 to provide a comprehensive screening program for the early detection of breast and cervical cancer in greater Manchester, to be effective July 1, 2013 or date of Governor and Council approval, whichever is later, through June 30, 2015. Funds are available in the following account for 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.

05-95-90-902010-5659 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, COMPREHENSIVE CANCER

Fiscal Year	Class/Object	Class Title	Job Number	Total Amount
SFY 14	102-500731	Contracts for Prog Svc	90080081	\$92,000.00
			Sub-Total	\$92,000.00
SFY 15	102-500731	Contracts for Prog Svc	90080081	\$92,000.00
			Sub-Total	\$92,000.00
			Total	\$184,000.00

**EXPLANATION**

Funds in this agreement will be used to provide comprehensive screening for the early detection of breast and cervical cancer and provide two population-based outreach initiatives in greater Manchester. Services will occur onsite at Catholic Medical Center and through a subcontracted screening program with Elliot Hospital through the New Hampshire Breast and Cervical Cancer Program to program eligible women. To be eligible for the New Hampshire Breast and Cervical Cancer Program a woman must be between the ages of 21-64, low income, uninsured or underinsured, living at or below 250% of the federal poverty level. Priority for breast

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
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cancer screening shall be given to women age 50-64, and priority for cervical cancer screening shall be women who have never had a Pap test or have not had one in more than five years.

According to the Centers for Disease Control and Prevention, breast cancer is the most frequently diagnosed cancer among women in New Hampshire and in the United States. In the years 2004-2008, there were 5,060 breast cancer cases diagnosed in New Hampshire and 902 deaths reported. In the years 2004-2008, there were 1,010,435 cases of breast cancer in the United States and 204,779 deaths. Cervical cancer is one of the most preventable cancers when precancerous cells are detected through a Pap test. During the years 2004-2008, there were 215 cases of cervical cancer and 84 deaths in New Hampshire. In the years 2004-2008, there were 62,577 cases of cervical cancer in the United States and 19,779 deaths.

Should the Governor and Executive Council not authorize this request, the Breast and Cervical Cancer Program will be unable to enroll 525 women from the Manchester area in a timely and efficient manner into the program.

Catholic Medical Center 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 December 21, 2012 through January 21, 2013. In addition, a bidder's conference was held on January 9, 2013.

There was one response to the Request for Proposals. Two internal reviewers and one external reviewer from the Department of Health and Human Services with expertise in public health, comprehensive cancer, and breast and cervical cancer, and cancer surveillance reviewed the proposal. All reviewers have between one to ten years experience in cancer prevention. The strengths and weaknesses of the proposal were discussed and reviewers recommended that the application be funded. The Bid Summary is attached.

As referenced in the Request for Proposals, 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.

These services were contracted previously with this agency in SFY 2012 and SFY 2013 in the amount of \$172,830. This represents an increase in funding in the amount of \$11,170. in SFY 14 and SFY 15. The increase is due to an increase in the reimbursement rate for the office visit, and requirement to provide two population-based outreach activities.

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

- 75% of all mammograms will be provided to program eligible women age 50-64 at all sites.
- 25% of all mammograms will be provided to women under age 50 at all screening sites.
- 20% of newly enrolled women who have never had a Pap test or have not had a Pap test in over five years will receive a Pap test.
- Provide screening services to a minimum of 525 program eligible women each year.
- Provide two population-based outreach initiatives in greater Manchester.

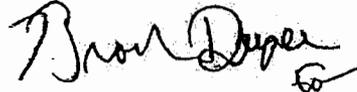
Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
April 4, 2013  
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Area served: greater Manchester

Source of Funds: 100% Federal Funds from Centers for Disease Control and Prevention.

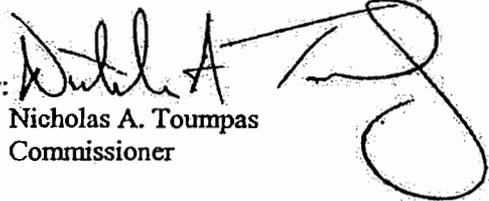
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



José Thier Montero, MD  
Director

Approved by:



Nicholas A. Toumpas  
Commissioner

JTM/tf

**Program Name**  
Breast and Cervical Cancer Program - Greater Manchester

**Contract Purpose**  
To provide a comprehensive screening program for the early detection of breast and cervical cancer in the greater Manchester area.

**RFP Score Summary**

	Max Pts	Stacey Smith, Concord, NH	Ludmila Anderson, Manchester, NH	Whitney Hammond, Concord, NH		
RFA/RFP CRITERIA						
Age Capacity	30	30.00	30.00	30.00		
Program Structure	50	48.00	50.00	50.00		
Budget & Justification	15	15.00	13.00	15.00		
Format	5	5.00	5.00	5.00		
<b>Total</b>	<b>100</b>	<b>98.00</b>	<b>98.00</b>	<b>100.00</b>		

<b>BUDGET REQUEST</b>	Year 01					
	Year 02					
	Year 03					
<b>TOTAL BUDGET REQUEST</b>		<b>184,000.00</b>				
<b>BUDGET AWARDED</b>	Year 01					
	Year 02					
	Year 03					
<b>TOTAL BUDGET AWARDED</b>		<b>184,000.00</b>				

	Name	Dept/Agency	Job Title	Qualifications
1	Stacey Smith, RN, MA, CCM	NH Department of Health & Human Services	Public Health Nurse	All reviewers have between 1 and 10 years experience in cancer prevention, public health, comprehensive cancer, and breast & cervical cancer.
2	Whitney Hammond	NH Department of Health & Human Services	Program Coordinator	
3	Ludmila Anderson	Consultant	Public Health Epidemiologist	
4				
5				
6				
7				
8				
9				
10				

**RFP Reviewers**

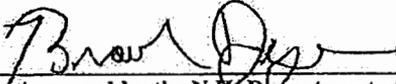
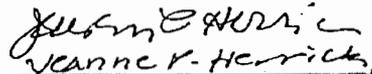
Subject: Breast and Cervical Cancer Program - Greater Manchester

**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 Catholic Medical Center		1.4 Contractor Address 195 McGregor Street, Suite LL22 Manchester, NH 03102	
1.5 Contractor Phone Number 603-663-8726	1.6 Account Number 010-090-5659-102-500731	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$184,000
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 		1.12 Name and Title of Contractor Signatory Joseph Pepe, MD President & CEO	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>3/28/13</u> 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.			
1.13.2014 Name and Title of Notary or Justice of the Peace  Dorothy C. Welsh			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory 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:  Jeanne R. Herrick, Attorney On: 15 May 2013			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

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

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

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

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

**7. PERSONNEL.**

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

**8. EVENT OF DEFAULT/REMEDIES.**

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

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

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

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

**9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

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

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

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

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

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

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

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

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

**14. INSURANCE.**

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

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

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

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

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

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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

NH Department of Health and Human Services

Exhibit A

Scope of Services

*Breast and Cervical Cancer Program  
Greater Manchester*

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

**CONTRACTOR NAME:** Catholic Medical Center

**ADDRESS:** 195 McGregor Street, Suite LL22

**Site Coordinator/Case Manager:** Marie Dewitt, RN  
**TELEPHONE:** 603-663-8726

**The Contractor shall:**

The Contractor shall provide directly and, through one or more agreement(s) with other healthcare facilities, a comprehensive screening program for the early detection of breast and cervical cancer. Outreach to the prioritized population, education and screening services shall be included. Screening services shall include: a clinical pelvic examination; clinical breast examination; Pap test; if appropriate following nationally accepted screening guidelines; mammogram if appropriate, following nationally accepted screening guidelines; and case management of all abnormal screening results. One-on-one education sessions shall be available for each woman attending the screening program. The intended population for clinical services shall be women ages 21 to 64, who are living at or below 250% of the federal poverty level, and are uninsured or underinsured. Priority for breast cancer screening shall be women ages 50 – 64, and priority for cervical cancer screening shall be women who have never had a Pap test or have not had one in over five years.

The Contractor shall carry out the planning, organization and implementation of all components of the program with the approval of, and in cooperation with, the Department of Health and Human Services, Division of Public Health Services, BCCP. Representatives from the BCCP reserve the right to make on-site monitoring visits to screening sites, upon reasonable prior notice.

1. Overall services to be provided by the Contractor shall include the following:
  - 1.1 Identify a Site Coordinator/Case Manager to administer and oversee the provision of breast and cervical cancer screening and case management services to the prioritized population.
  - 1.2 The establishment of a subcontractual agreement(s), within a mutually agreed timeframe to be approved by the Division of Public Health, with a mutually agreed upon number of healthcare organization(s), to carry out breast and cervical cancer screening services for a specified number of women within the prioritized population, in their respective communities.
  - 1.3 Identification of appropriate medical resources for consultation as needed.
  - 1.4 Assure the establishment of a list of primary care providers and specialists who are willing to see uninsured patients with abnormal results.
  - 1.5 Assure that all providers of clinical services are Medicaid providers.
  - 1.6 Oversee the completion and submission to the state office of the BCCP, an enrollment form for each woman screened through the BCCP, a data form describing cervical

cancer screening completed, with results, a data form describing breast cancer screening completed, with results, and a diagnostic form for any follow-up completed following positive screening results, assuring time schedules as outlined in the Breast and Cervical Cancer (BCCP) Policy and Procedures Manual.

- 1.7 Assure that case management standards outlined in the BCCP Policy and Procedures Manual are met.
- 1.8 Site Coordinator or designee will attend the annual site coordinator meeting.

2. The following services shall be provided by the contractor, or through a subcontractual agreement(s), vendor agreement(s), or memorandum(s) of agreement:

- 2.1 Provide screening services to a minimum of 525 eligible women each year.
- 2.2 Individualized education sessions performed by licensed health professional(s).
- 2.3 Follow-up and diagnostic procedures as clinically indicated to include those procedures approved by the BCCP.
- 2.4 All screening services shall be provided to women who meet program eligibility criteria.
- 2.5 All mammography screening services shall be prioritized for women ages 50 to 64, with no less than 75% of all mammograms provided for women ages 50 to 64 and no more than 25% of all mammograms provided for women under age 50.
- 2.6 All cervical cancer screening services shall be prioritized with a target of 20% of all newly enrolled women either never having had a Pap test or not had a Pap test in five years.
- 2.7 All services shall be provided in accordance with the BCCP Policy and Procedure Manual provided to each screening site.
- 2.8 All reimbursement shall be based on specified Medicare Current Procedural Terminology (CPT) code rates provided to each subcontracted screening site.
- 2.9 Provide outreach services to reach the intended audience, in collaboration with the BCCP.
- 2.10 Collaborate with the BCCP to provide updated training and professional information to subcontracted program staff, as needed.
- 2.11 All mammography facilities utilized shall be Food and Drug Administration (FDA) certified under the Mammography Quality Standards Act (MQSA).
- 2.12 All pathology laboratories utilized shall meet the standards and regulations promulgated by the Health Care Financing Administration under the Clinical Laboratory Improvement Act (CLIA) of 1988.
- 2.13 Provide a minimum of two population-based outreach activities, promoting nationally accepted breast and cervical cancer screening guidelines.

3. The Contractor shall provide administrative services to include the following:

- 3.1 Provide for periodic monitoring of clinical quality and data collection as stated in the BCCP Policy and Procedures Manual through on-going site evaluation visits, chart audits, educational activities, review of patient satisfaction surveys and other related quality assurance activities.
- 3.2 Provide updated information to the BCCP of: clinic schedules; outreach and promotion taking place; staffing at screening sites; and other pertinent information as needed.
- 3.3 Be available to meet with BCCP staff as needed throughout the contract period.
- 3.4 The contractor shall comply with minor modifications and/or additions to the work plan and annual report format as requested by the BCCP. The BCCP shall provide the contractor with advance notice of such changes and the contractor is not expected to incur any substantial costs relative to such changes.

NH Department of Health and Human Services

Exhibit B

Purchase of Services  
Contract Price

*Breast and Cervical Cancer Program  
Greater Manchester*

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

CONTRACTOR NAME: Catholic Medical Center

ADDRESS: 195 McGregor Street, Suite LL22

Site Coordinator/Case Manager: Marie Dewitt, RN

TELEPHONE: 603-663-8726

Vendor #177240-B002

Job #90080081

Appropriation #010-090-5659-102-500731

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:

\$92,000 in SFY 2014, \$92,000 in SFY 2015 for breast and cervical cancer screening in the greater Manchester area, funded from 100% federal funds from the Centers for Disease Control (CDC) CFDA#93.283

TOTAL: \$184,000

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.
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 20<sup>th</sup> 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.

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;

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.

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.

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.

  (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.

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

17. Renewal:

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

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18. 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.

19. 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.

**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.

NH Department of Health and Human Services

Standard Exhibit D

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

**ALTERNATIVE I – FOR GRANTEES OTHER THAN INDIVIDUALS**

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

This certification is required by the regulations implementing Sections 5151-51-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690; Title V, Subtitle D; 41 U.S.C. 701 et seq.). the January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630 of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

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

- 1) The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - (b) Establishing an ongoing drug-free awareness program to inform employee's about:
    - (1) The dangers of drug abuse in the workplace;
    - (2) The grantee's policy of maintaining a drug-free workplace;
    - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
    - (1) Abide by the terms of the statement; and

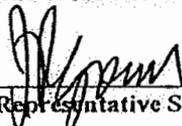
- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
  - (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
    - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- 2) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

Catholic Medical Center From: July 1, 2013 or date of G&C Approval, whichever is later To: June 30, 2015  
 Contractor Name Period Covered by this Certification

Joseph Pepe, MD President and CEO  
 Name and Title of Authorized Contractor Representative

 3/28/13  
 Contractor Representative Signature Date



NH Department of Health and Human Services

Standard Exhibit F

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER  
RESPONSIBILITY MATTERS

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

Instructions for Certification

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transition. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transition," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntary excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rule implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction", "provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

**PRIMARY COVERED TRANSACTIONS**

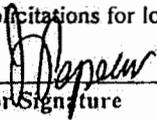
1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. have not within a three-year period preceding this proposal (contract) been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1 b of this certification; and
  - d. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

**Lower Tier Covered Transactions**

By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

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

 _____ Contractor Signature	President and CEO _____ Contractor's Representative Title
Joseph Pepe, MD _____ Contractor Name	3/28/13 _____ Date
Catholic Medical Center	

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.

 _____ Contractor Signature	<i>President and CEO</i> _____ Contractor's Representative Title
<i>Joseph Pepe, MD</i> _____ Contractor Name <i>Catholic Medical Center</i>	<i>3/28/13</i> _____ 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

*President and CCO*

Contractor's Representative Title

*Joseph Pepe, MD*

Contractor Name

*Catholic Medical Center*

*3/28/13*

Date

NH Department of Health and Human Services

STANDARD EXHIBIT I  
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT  
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 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

(I) 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 Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.
- 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.

- 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.

(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.

- 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.

(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

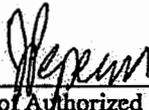
- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section 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.

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

DIVISION OF PUBLIC HEALTH SERVICES  
The State Agency Name

Catholic Medical Center  
Joseph Pepe, MD  
Name of Contractor

  
Signature of Authorized Representative

  
Signature of Authorized Representative

Book & Dupes  
LISA L. BUINO, MSN, APRN  
Name of Authorized Representative

Joseph Pepe, MD  
Name of Authorized Representative

BUREAU CHIEF  
Title of Authorized Representative

President and CEO  
Title of Authorized Representative

5/2/13  
Date

3/28/13  
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)

 Joseph Pepe, MD President and CEO  
(Authorized Contractor Representative Name & Title)

 Catholic Medical Center  
(Contractor Name)

 3/28/13  
(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: 827021382

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?

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: _____

## KEY ADMINISTRATIVE PERSONNEL

### NH Department of Health and Human Services Division of Public Health Services

Agency Name: Catholic Medical Center

Name of Bureau/Section: \_\_\_\_\_

BUDGET PERIOD: SFY 16 (7/1/15 - 6/30/16)			
Name & Title Key Administrative Personnel	Annual Salary of Key Administrative Personnel	Percentage of Salary Paid by Contract	Total Salary Amount Paid by Contract
Marie DeWitt, RN Site Coordinator & Case Manager	\$49,732	94.23%	\$46,862.46
Rossana Goding, Adm Assistant Grant Management	\$42,390	4.71%	\$1,996.57
Kim Kennedy, RN Manager Community Outreach	\$71,534	0.00%	\$0.00
Paul Mertzic, RN MS, Exec. Director PPA/CHS	\$132,621	0.00%	\$0.00
Joseph Pepe, MD President & CEO	\$458,369	0.00%	\$0.00
	\$0	0.00%	\$0.00
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>			<b>\$48,859.03</b>

BUDGET PERIOD: SFY 17 (7/1/16 - 6/30/17)			
Name & Title Key Administrative Personnel	Annual Salary of Key Administrative Personnel	Percentage of Salary Paid by Contract	Total Salary Amount Paid by Contract
Marie DeWitt, RN Site Coordinator & Case Manager	\$51,230	94.23%	\$48,276.03
Rossana Goding, Adm Assistant Grant Management	\$43,238	4.71%	\$2,036.51
Kim Kennedy, RN Manager Community Outreach	\$73,680	0.00%	\$0.00
Paul Mertzic, RN MS, Exec. Director PPA/CHS	\$136,600	0.00%	\$0.00
Joseph Pepe, MD President & CEO	\$472,120	0.00%	\$0.00
	\$0	0.00%	\$0.00
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>			<b>\$50,310.54</b>

Key Administrative Personnel are top-level agency leadership (President, Executive Director, CEO, CFO, etc.), and individuals directly involved in operating and managing the program (project director, program manager, etc.). These personnel **MUST** be listed, **even if no salary is paid from the contract**. Provide their name, title, annual salary and percentage of annual salary paid from the agreement.