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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

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September 5, 2019

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to amend existing **sole source** agreements with the six (6) vendors listed in bold below, to implement and operationalize a statewide network of Doorways for substance use disorder treatment and recovery support services access, by increasing the total price limitation by $3,962,024 from $19,644,633 to $23,606,657, with no change to the completion date of September 29, 2020, effective upon Governor and Executive Council approval. 100% Federal Funds.

These agreements were originally approved by the Governor and Executive Council on October 31, 2018 (Item #17A), Mary Hitchcock Memorial Hospital amended on November 14, 2018 (Item #11), Androscoggin Valley Hospital, Inc and Concord Hospital Inc. amended on August 28, 2019 (Item #10).

Vendor Name	Vendor ID	Vendor Address	Current Budget	Increase/ (Decrease)	Updated Budget
Androscoggin Valley Hospital, Inc.	177220-B002	59 Page Hill Rd. Berlin, NH 03570	$1,670,051	$0	$1,670,051
Concord Hospital, Inc.	177653-B003	250 Pleasant St. Concord, NH, 03301	$2,272,793	$0	$2,272,793
Granite Pathways	**228900-B001**	**10 Ferry St, Ste. 308, Concord, NH, 03301**	**$5,008,703**	**$1,887,176**	**$6,895,879**
Littleton Regional Hospital	**177162-B011**	**600 St. Johnsbury Road, Littleton, NH 03561**	**$1,572,101**	**$141,704**	**$1,713,805**
LRGHealthcare	**177161-B006**	**80 Highland St. Laconia, NH 003246**	**$1,593,000**	**$394,673**	**$1,987,673**
Mary Hitchcock Memorial Hospital	**177160-B001**	**One Medical Center Drive Lebanon, NH 03756**	**$4,043,958**	**$305,356**	**$4,349,314**
The Cheshire Medical Center	**155405-B001**	**580 Court St. Keene, NH 03431**	**$1,593,611**	**$354,079**	**$1,947,690**

Wentworth-Douglass Hospital	**177187-B001**	**789 Central Ave. Dover, NH 03820**	**$1,890,416**	**$879,036**	**$2,769,452**
		Total	**$19,644,633**	**$3,962,024**	**$23,606,657**

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

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

State Fiscal Year	Class/ Account	Class Title	Job Number	Current Funding	Increase/ (Decrease)	Updated Funding
2019	102-500731	Contracts for Prog Svc	92057040	$9,325,277	$0	$9,325,277
2020	102-500731	Contracts for Prog Svc	92057040	$9,987,356	$3,962,024	$14,880,912
2021	102-500731	Contracts for Prog Svc	92057040	$0	$0	$0
			Sub-Total	***$19,312,633***	***$3,962,024***	***$23,274,657***

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

State Fiscal Year	Class/ Account	Class Title	Job Number	Current Funding	Increase/ (Decrease)	Updated Funding
2019	102-500731	Contracts for Prog Svc	92052561	$332,000	$0	$332,000
2020	102-500731	Contracts for Prog Svc	92052561	$0	$0	$0
2021	102-500731	Contracts for Prog Svc	92052561	$0	$0	$0
			Sub-Total	***$332,000***	***$0***	***$332,000***
			Grand Total	**$19,644,633**	**$3,962,024**	**$23,606,657**

EXPLANATION

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

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

with OUD in NH. During the first six (6) months of implementation, the Department identified these factors as inhibitors to the long-term success of the program. The outcomes from this amendment align with the original contract to connect individuals with needed services to lower the deaths from OUD in NH and increase the use of Medication Assisted Treatment.

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

This request represents six (6) of the eight (8) amendments being brought forward for Governor and Executive Council approval. The Governor and Executive Council approved two (2) of the amendments on August 28, 2019 (Item #10).

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

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

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

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

Area served: Statewide

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

Respectfully submitted,

Jeffrey A. Meyers
Commissioner

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

100% Federal Funds

Activity Code: 92057040

Androscoggin Valley Hospital, Inc					
Vendor # 177220-B002					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Increase (Decrease) Budget**	**Modified Budget**
2019	Contracts for Prog Svs	102-500731	$ 805,133.00		$ 805,133.00
2020	Contracts for Prog Svs	102-500731	$ 848,918.00	$ -	$ 848,918.00
2021	Contracts for Prog Svs	102-500731	$ -		$ -
Subtotal			**$ 1,654,051.00**	**$ -**	**$ 1,654,051.00**
Concord Hospital, Inc					
Vendor # 177653-B003					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Increase (Decrease) Budget**	**Modified Budget**
2019	Contracts for Prog Svs	102-500731	$ 947,662.00		$ 947,662.00
2020	Contracts for Prog Svs	102-500731	$ 1,325,131.00	$ -	$ 1,325,131.00
2021	Contracts for Prog Svs	102-500731	$ -		$ -
Subtotal			**$ 2,272,793.00**	**$ -**	**$ 2,272,793.00**
Granite Pathways					
Vendor # 228900-B001					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Increase (Decrease) Budget**	**Modified Budget**
2019	Contracts for Prog Svs	102-500731	$ 2,380,444.00		$ 2,380,444.00
2020	Contracts for Prog Svs	102-500731	$ 2,328,259.00	$ 1,887,176.00	$ 4,215,435.00
2021	Contracts for Prog Svs	102-500731	$ -		$ -
Subtotal			**$ 4,708,703.00**	**$ 1,887,176.00**	**$ 6,595,879.00**
Littleton Regional Hospital					
Vendor # 177162-B011					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Increase (Decrease) Budget**	**Modified Budget**
2019	Contracts for Prog Svs	102-500731	$ 815,000.00		$ 815,000.00
2020	Contracts for Prog Svs	102-500731	$ 741,101.00	$ 141,704.00	$ 882,805.00
2021	Contracts for Prog Svs	102-500731	$ -		$ -
Subtotal			**$ 1,556,101.00**	**$ 141,704.00**	**$ 1,697,805.00**
LRGHealthcare					
Vendor # 177161-B006					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Increase (Decrease) Budget**	**Modified Budget**
2019	Contracts for Prog Svs	102-500731	$ 820,000.00		$ 820,000.00
2020	Contracts for Prog Svs	102-500731	$ 773,000.00	$ 394,673.00	$ 1,167,673.00
2021	Contracts for Prog Svs	102-500731	$ -		$ -
Subtotal			**$ 1,593,000.00**	**$ 394,673.00**	**$ 1,987,673.00**

Mary Hitchcock Memorial Hospital					
Vendor # 177160-B016					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Increase (Decrease) Budget**	**Modified Budget**
2019	Contracts for Prog Svs	102-500731	$ 1,774,205.00	$ -	$ 1,774,205.00
2020	Contracts for Prog Svs	102-500731	$ 2,269,753.00	$ 305,356.00	$ 2,575,109.00
2021	Contracts for Prog Svs	102-500731	$ -		$ -
Subtotal			**$ 4,043,958.00**	**$ 305,356.00**	**$ 4,349,314.00**
The Cheshire Medical Center					
Vendor # 155405-B001					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Increase (Decrease) Budget**	**Modified Budget**
2019	Contracts for Prog Svs	102-500731	$ 820,133.00		$ 820,133.00
2020	Contracts for Prog Svs	102-500731	$ 773,478.00	$ 354,079.00	$ 1,127,557.00
2021	Contracts for Prog Svs	102-500731	$ -		$ -
Subtotal			**$ 1,593,611.00**	**$ 354,079.00**	**$ 1,947,690.00**
Wentworth-Douglas Hospital					
Vendor # 177187-B001					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Increase (Decrease) Budget**	**Modified Budget**
2019	Contracts for Prog Svs	102-500731	$ 962,700.00		$ 962,700.00
2020	Contracts for Prog Svs	102-500731	$ 927,716.00	$ 879,036.00	$ 1,806,752.00
2021	Contracts for Prog Svs	102-500731	$ -		$ -
Subtotal			**$ 1,890,416.00**	**$ 879,036.00**	**$ 2,769,452.00**

SUB TOTAL			**$ 19,312,633.00**	**$ 3,962,024.00**	**$ 23,274,657.00**

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

100% Federal Funds

Activity Code: 92052561

Androscoggin Valley Hospital, Inc					
Vendor # 177220-B002					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Increase (Decrease) Budget**	**Modified Budget**
2019	Contracts for Prog Svs	102-500731	$ 16,000.00		$ 16,000.00
2020	Contracts for Prog Svs	102-500731	$ -		$ -
2021	Contracts for Prog Svs	102-500731	$ -		$ -
Subtotal			**$ 16,000.00**	**$ -**	**$ 16,000.00**
Concord Hospital, Inc					
Vendor # 177653-B003					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Increase (Decrease) Budget**	**Modified Budget**
2019	Contracts for Prog Svs	102-500731	$ -		$ -
2020	Contracts for Prog Svs	102-500731	$ -		$ -
2021	Contracts for Prog Svs	102-500731	$ -		$ -
Subtotal			**$ -**	**$ -**	**$ -**

Granite Pathways					
Vendor # 228900-B001					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Increase (Decrease) Budget**	**Modified Budget**
2019	Contracts for Prog Svs	102-500731	$ 300,000.00		$ 300,000.00
2020	Contracts for Prog Svs	102-500731	$ -		$ -
2021	Contracts for Prog Svs	102-500731	$ -		$ -
Subtotal			**$ 300,000.00**	**$ -**	**$ 300,000.00**
Littleton Regional Hospital					
Vendor # 177162-B011					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Increase (Decrease) Budget**	**Modified Budget**
2019	Contracts for Prog Svs	102-500731	$ 16,000.00		$ 16,000.00
2020	Contracts for Prog Svs	102-500731	$ -		$ -
2021	Contracts for Prog Svs	102-500731	$ -		$ -
Subtotal			**$ 16,000.00**	**$ -**	**$ 16,000.00**
LRGHealthcare					
Vendor # 177161-B006					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Increase (Decrease) Budget**	**Modified Budget**
2019	Contracts for Prog Svs	102-500731	$ -		$ -
2020	Contracts for Prog Svs	102-500731	$ -		$ -
2021	Contracts for Prog Svs	102-500731	$ -		$ -
Subtotal			**$ -**	**$ -**	**$ -**
Mary Hitchcock Memorial Hospital					
Vendor # 177160-B016					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Increase (Decrease) Budget**	**Modified Budget**
2019	Contracts for Prog Svs	102-500731	$ -		$ -
2020	Contracts for Prog Svs	102-500731	$ -		$ -
2021	Contracts for Prog Svs	102-500731	$ -		$ -
Subtotal			**$ -**	**$ -**	**$ -**
The Cheshire Medical Center					
Vendor # 155405-B001					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Increase (Decrease) Budget**	**Modified Budget**
2019	Contracts for Prog Svs	102-500731	$ -		$ -
2020	Contracts for Prog Svs	102-500731	$ -		$ -
2021	Contracts for Prog Svs	102-500731	$ -		$ -
Subtotal			**$ -**	**$ -**	**$ -**
Wentworth-Douglas Hospital					
Vendor # 177187-B001					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Increase (Decrease) Budget**	**Modified Budget**
2019	Contracts for Prog Svs	102-500731	$ -		$ -
2020	Contracts for Prog Svs	102-500731	$ -		$ -
2021	Contracts for Prog Svs	102-500731	$ -		$ -
Subtotal			**$ -**	**$ -**	**$ -**
SUB TOTAL			**$ 332,000.00**	**$ -**	**$ 332,000.00**

TOTAL	**$ 19,644,633.00**	**$ 3,962,024.00**	**$ 23,606,657.00**

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Access and Delivery Hub for
Opioid Use Disorder Services

This 1st Amendment to the Access and Delivery Hub for Opioid Use Disorder Services contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Granite Pathways (hereinafter referred to as "the Contractor"), a nonprofit organization with a place of business at 10 Ferry Street Suite 308, Concord, NH 03301.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on October 30, 2018 (Item #17A), 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 or terms and conditions of the contract; and

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

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

WHEREAS, all terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #1 remain in full force and effect; and

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

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $6,895,879.

2. Delete Exhibit A, Scope of Services in its entirety and replace with Exhibit A Amendment #1, Scope of Services.

3. Delete Exhibit B, Methods and Conditions Precedent to Payment and replace with Exhibit B Amendment #1 Methods and Conditions Precedent to Payment.

4. Delete Exhibit B-2 Access and Delivery Hub for Opioid Use Disorder Services and replace with Exhibit B-2 Amendment #1 Budget.

5. Delete Exhibit B-4 Access and Delivery Hub for Opioid Use Disorder Services and replace with Exhibit B-4 Amendment #1 Budget.

This amendment shall be effective upon the date of Governor and Executive Council approval.

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

State of New Hampshire
Department of Health and Human Services

9/3/19
Date

Name: Katja S. Fox
Title: Director

Granite Pathways

8/28/2019
Date

Name: Kenneth Bryant
Title: General Counsel

Acknowledgement of Contractor's signature:

State of New York, County of New York on August 28 2019, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

MARYANN FABIAN
NOTARY PUBLIC-STATE OF NEW YORK
No. 01FA6370396
Qualified in New York County
My Commission Expires 01-29-2022

Name and Title of Notary or Justice of the Peace

My Commission Expires: _____

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

Date

Name: Katja S. Fox
Title: Director

Granite Pathways

8/28/2019
Date

Name: Kenneth L Applegate
Title: General Counsel

Acknowledgement of Contractor's signature:

State of New York, County of New York on August 28 2019, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

MARYANN FABIAN
NOTARY PUBLIC-STATE OF NEW YORK
No. 01FA6370396
Qualified in New York County
My Commission Expires 01-29-2022

Name and Title of Notary or Justice of the Peace

My Commission Expires: _____

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

OFFICE OF THE ATTORNEY GENERAL

Date 9/3/19

Name: Nancy J. Smith
Title: Sr. Asst Atty. General

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Scope of Services

1. Provisions Applicable to All Services

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

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

1.3. For the purposes of this contract, the Contractor shall be identified as a subrecipient, in accordance with 2 CFR 200.0. et seq.

2. Scope of Work

2.1. The Contractor shall develop, implement and operationalize a Regional Doorway for substance use disorder treatment and recovery support service access (Doorways).

2.2. The Contractor shall provide residents in the Manchester and Nashua Regions with access to referrals to substance use disorder treatment and recovery support services and other health and social services.

2.3. The Contractor shall participate in technical assistance, guidance, and oversight activities directed by the Department for implementation of Doorway services.

2.4. The Contractor shall have the Doorway operational by January 1, 2019 unless an alternative timeline has been approved prior to that date by the Department.

2.5. The Contractor shall collaborate with the Department to develop a plan no later than July 1, 2019 for the resources, timeline and infrastructure requirements to develop and maintain a centralized referral database of substance use disorder and mental health treatment providers.

2.5.1. The database shall include the real-time availability of services and providers to ensure rapid placement into appropriate levels of care for Doorway clients which the Doorway will update daily, at a minimum.

2.5.2. The data and the centralized database shall be the property of the Department.

2.6. The Contractor shall operationalize the use of the centralized database at a date agreed upon between the Department and the Contractor based on securing the resource needs identified in 2.5.

2.7. The Contractor shall collaborate with the Department to assess the Contractor's level of readiness, capacity and additional resource needs required to expand Doorway services in-house to include, but not be limited to:

2.7.1. Medication assisted treatment induction at emergency rooms and facilitated coordination with ongoing Doorway care coordination inclusive of the core principles of the Medication First Model.

2.7.2. Outpatient and inpatient substance use disorder services, in accordance with ASAM.

2.7.3. Coordinating overnight placement for Doorway clients engaged in Doorway services between the hours of 5 pm to 8 am in need of a safe location while awaiting treatment placement the following business day.

2.7.4. Expanding populations for Doorway core services.

2.8. The Contractor shall collaborate with the Department to identify gaps in financial and staffing resources throughout the contract period.

2.9. The Contractor, either alone or in collaboration with other Doorways, shall ensure formalized coordination with 2-1-1 NH as the public facing telephone service for all Doorway service access. This coordination shall include:

2.9.1. Establishing an MOU with 2-1-1 NH which defines the workflows to coordinate 2-1-1 NH calls and Doorway activities including the following workflow:

2.9.1.1. Individuals seeking substance use disorder treatment services will call 2-1-1 NH;

2.9.1.2. If an individual is seeking information only, 2-1-1 NH staff will provide that information;

2.9.1.3. If an individual is in an SUD related crisis and wants to speak with a licensed counselor and/or is seeking assistance with accessing treatment services, 2-1-1 NH staff will transfer the caller to the Doorway or on-call Doorway clinician.

2.9.2. The MOU with 2-1-1 NH shall include a process for bi-directional information sharing of updated referral resource databases to ensure that each entity has recently updated referral information.

2.10. The Contractor shall establish formalized agreements for coordination of services and case management services provided by Integrated Delivery Networks (IDNs) to reduce duplication of services and leverage existing integrated care projects in their region.

2.11. The Contractor with the assistance of the Department shall attempt to establish formalized agreements with:

2.11.1. Medicaid Managed Care Organizations to coordinate case management efforts on behalf of the client.

2.11.2. Private insurance carriers to coordinate case management efforts on behalf of the client.

2.12. The Contractor shall be required to create policies for obtaining patient consent to disclose protected health information as required by state administrative rules and federal and state laws for agreements reached with Managed Care Organizations and private insurance carriers as outlined in Subsection 2.11.

2.13. The Contractor shall develop a Department approved conflict of interest policy related to Doorway services and self-referrals to Doorway organization substance use disorder treatment and recovery support service programs funded outside of this contract that maintains the integrity of the referral process and client choice in determining placement in care.

3. Scope of Work for Doorway Activities

3.1. The Contractor shall ensure that unless an alternative schedule for the Doorway to meet the needs of the community is proposed and approved by the Department, the Doorway provides, in one location, during normal business hours (8am-5pm) Monday through Friday, at a minimum:

3.1.1. A physical location for clients to receive face-to-face services.

3.1.2. Telephonic services for calls referred to the Doorway by 2-1-1 NH.

3.1.3. Screening to assess an individual's potential need for Doorway services.

3.1.4. Crisis intervention and stabilization that ensures any individual in an acute OUD related crisis who requires immediate, non-emergency intervention receives crisis intervention counseling services by a licensed clinician. If the individual is calling rather than physically presenting at the Doorway, this includes, but is not limited to:

3.1.4.1. Directing callers to 911 if a client is in imminent danger or there is an emergency.

3.1.4.2. If the client is unable or unwilling to call 911, the Doorway shall contact emergency services.

3.1.5. Clinical evaluation including:

3.1.5.1. Evaluation of all American Society of Addiction Medicine Criteria (ASAM, October 2013), domains.

3.1.5.2. A level of care recommendation based on ASAM Criteria (October 2013).

3.1.5.3. Identification of client strengths and resources that can be used to support treatment and recovery.

3.1.6. Development of a clinical service plan in collaboration with the client based on the clinical evaluation referenced in Paragraph 3.1.5. The service plan shall include, but not be limited to:

3.1.6.1. Determination of an initial ASAM level of care.

3.1.6.2. Identification of any needs the client may have relative to supportive services including, but not limited to:

3.1.6.2.1. Physical health needs.

3.1.6.2.2. Mental health needs.

3.1.6.2.3. Need for peer recovery support services.

3.1.6.2.4. Social services needs.

3.1.6.2.5. Needs regarding criminal justice/Division for Children, Youth, and Families (DCYF) matters.

3.1.6.3. Plan for addressing all areas of need identified in Subparagraph 3.1.6.2 by determining goals that are patient-centered, specific, measurable, attainable, realistic, and timely (SMART goals).

3.1.6.4. When the level of care identified in 3.1.6.1 is not available to the client within 48 hours of service plan development, the service plan shall include plans for referrals to external providers to offer interim services, which are defined as:

3.1.6.4.1. At least one sixty (60) minute individual or group outpatient session per week and/or;

3.1.6.4.2. Recovery support services, as needed by the client; and/or

3.1.6.4.3. Daily calls to the client to assess and respond to any emergent needs.

3.1.7. A staff person, which can be the licensed clinician, CRSW outlined in the Staffing section, or other non-clinical support staff, capable of aiding specialty populations in accessing services that may have additional entry points to services or specific eligibility criteria. Specialty populations include, but are not limited to:

3.1.7.1. Veterans and/or service members.

3.1.7.2. Pregnant women.

3.1.7.3. DCYF involved families.

3.1.7.4. Individuals at-risk of or with HIV/AIDS.

3.1.7.5. Adolescents.

3.1.8. Facilitated referrals to substance use disorder treatment and recovery support and other health and social services which shall include, but not be limited to:

3.1.8.1. Developing and implementing adequate consent policies and procedures for client-level data sharing and shared care planning with external providers, in accordance with HIPAA and 42 CFR Part 2.

3.1.8.2. Determining referrals based on the service plan developed in Paragraph 3.1.6.

3.1.8.3. Assisting clients with obtaining services with the provider agency, as appropriate.

3.1.8.4. Contacting the provider agency on behalf of the client, as appropriate.

3.1.8.5. Assisting clients with meeting the financial requirements for accessing services including, but not limited to:

3.1.8.5.1. Identifying sources of financial assistance for accessing services and supports, and;

3.1.8.5.2. Providing assistance in accessing such financial assistance including, but not limited to:

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

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

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

3.1.8.5.3. When no other payer is available, assisting clients with accessing services by maintaining a flexible needs fund specific to the Doorway region that supports clients who meet the eligibility criteria for assistance under the NH DHHS SOR Flexible Needs Fund Policy with their financial needs including, but not limited to:

3.1.8.5.3.1. Transportation for eligible clients to and from recovery-related medical appointments, treatment programs, and other locations as identified and recommended by Doorway professional staff to assist the eligible client with recovery;

3.1.8.5.3.2. Childcare to permit an eligible client who is a parent or caregiver to attend recovery-related medical appointments, treatment programs, and other appointments as identified and recommended by Doorway professional staff to assist the eligible client with recovery;

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

3.1.8.5.3.4. Provision of light snacks not to exceed $3.00 per eligible client;

3.1.8.5.3.5. Provision of phone minutes or a basic prepaid phone to permit the eligible client to contact treatment providers and recovery services, and to permit contact with the eligible client for continuous recovery support;

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

3.1.8.5.3.7. Other uses preapproved in writing by the Department.

3.1.8.5.4. Providing a Respite Shelter Voucher program to assist individuals in need of respite shelter while awaiting treatment and recovery services. The Contractor shall:

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

3.1.8.5.4.1.1. A Doorway client;

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

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

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

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

3.1.9.2. Supporting clients in meeting the admission, entrance, and intake requirements of the provider agency.

3.1.9.3. Ongoing follow-up and support of clients engaged in services in collaboration or consultation with the client's external service provider(s) until such time that the discharge Government Performance and Results Act (GPRA) interview in 3.1.9.6.3 is completed including, but not limited to:

3.1.9.3.1. Attempting to contact each client at a minimum, once per week until such time that the discharge GPRA interview in Section 3.1.9.3 has been completed, according to the following guidelines:

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

3.1.9.3.1.2. If the attempt in 3.1.9.3.1.1 is not successful, attempt a second contact, as necessary, by telephone, in person or by an alternative method approved by the Department at such a time when the client would normally be available no sooner than two (2) days and no later than three (3) days after the first attempt.

3.1.9.3.1.3. If the attempt in 3.1.9.3.1.2 is not successful, attempt a third contact, as necessary, by telephone, in person or by an alternative method approved by the Department at such a time when the client would normally be available, no sooner than two (2) days and no later than three (3) days after the second attempt.

3.1.9.4. When the follow-up in 3.1.9.3 results in a determination that the individual is at risk of self-harm, the minimum attempts for contact shall be no less than three (3) times each week and aligned with clinical best practices for prevention of suicide.

3.1.9.5. When possible, client contact and outreach shall be conducted in coordination and consultation with the client's external service provider to ensure continuous communication and collaboration between the Doorway and service provider.

3.1.9.5.1. Each successful contact shall include, but not be limited to:

3.1.9.5.1.1. Inquiry on the status of each client's recovery and experience with their external service provider.

3.1.9.5.1.2. Identification of client needs.

3.1.9.5.1.3. Assisting the client with addressing needs, as identified in Subparagraph 3.1.6.2.

3.1.9.5.1.4. Providing early intervention to clients who have relapsed or whose recovery is at risk.

3.1.9.6. Collecting and documenting attempts to collect client-level data at multiple intervals including, but not limited to ensuring the GPRA Interview tool is completed and entered into the Substance Abuse and Mental Health Services Administration's (SAMHSA's) Performance Accountability and Reporting System (SPARS), at a minimum:

3.1.9.6.1. At intake or within three (3) days following initial client contact.

3.1.9.6.2. Six (6) months post intake into Doorway services.

3.1.9.6.3. Upon discharge from the initially referred service.

3.1.9.6.3.1. If the client is discharged from services before the time intervals in 3.1.9.6.2 or 3.1.9.6.3 the Doorway must make every reasonable effort to conduct a follow-up GPRA for that client.

3.1.9.6.3.2. If a client is re-admitted into services after discharge or being lost to care, the Doorway is not required to re-administer the intake GPRA but must complete a follow-up GPRA for the time interval in 3.1.9.6.2 and 3.1.9.6.3 closest to the intake GPRA.

3.1.9.7. Documenting any loss of contact in the SPARS system using the appropriate process and protocols as defined by SAMHSA through technical assistance provided under the State Opioid Response grant.

3.1.9.8. Ensuring that contingency management strategies are utilized to increase client engagement in follow-up GPRA interviews which may include, but are not limited to gift cards provided to clients for follow-up participation at each follow-up interview which shall not exceed thirty dollars ($30) in value.

3.1.9.8.1. Payments to incentivize participation in treatment are not allowable.

3.1.10. Naloxone purchase, distribution, information, and training to individuals and organizations who meet the eligibility criteria for receiving kits under the NH DHHS Naloxone Distribution Policy regarding the use of naloxone.

3.2. The Contractor shall ensure that, at a minimum, after-hours (5pm to 8am), on-call, telephonic services are provided by a licensed clinician affiliated with one or more of the Doorways, seven (7) days a week and that the clinician has the ability to coordinate continued client care with the Doorway in the individual's region.

3.2.1. On-call staffing by licensed clinicians shall be sufficient to meet the call volumes during the hours outlined in Subsection 3.2 to ensure that clients are not on hold or receiving busy signals when transferred from 2-1-1 NH.

3.2.2. The Contractor shall give preference to licensed clinicians with the ability to assess for co-occurring mental health needs.

3.2.3. Telephonic services to be provided include, at a minimum:

3.2.3.1. Crisis intervention and stabilization which ensures that individuals in an acute OUD related crisis that require immediate, non-emergency intervention are provided with crisis counseling services by a licensed clinician.

3.2.3.2. Directing callers to 911 if a client is in imminent danger or there is an emergency.

3.2.3.2.1. If the client is unable or unwilling to call 911, contacting emergency services on behalf of the client.

3.2.3.3. Screening.

3.2.3.4. Coordinating with shelters or emergency services, as needed.

3.2.3.5. Providing clinical evaluation telephonically, if appropriate, based on the callers mental state and health status.

3.2.3.6. Scheduling the client for face-to-face intake at the client's Doorway for an evaluation and referral services, if determined necessary.

3.2.3.7. Ensuring a Continuity of Operations Plan for landline outage:

3.3. The Contractor shall obtain treatment consent forms from all clients served, either in-person or through electronic means, to ensure compliance with all applicable state and federal confidentiality laws.

3.4. The Contractor shall provide services for both day and overnight shifts in accordance with:

3.4.1. The twelve (12) Core Functions of the Alcohol and Other Drug Counselor.

3.4.2. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice, available at http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171.

3.4.3. The four (4) recovery domains as described by the International Credentialing and Reciprocity Consortium, available at http://www.internationalcredentialing.org/Resources/Candidate%20Guides/PR%20candidate%20guide%201-14.pdf.

3.4.4. TIP 27: Comprehensive Case Management for Substance Abuse Treatment, available at https://store.samhsa.gov/product/TIP-27-Comprehensive-Case-Management-for-Substance-Abuse-Treatment/SMA15-4215.

3.5. The Contractor shall utilize recent and inform any future developments of a comprehensive needs assessment of their region. The needs assessment shall be coordinated with existing regional partners including, but not limited to:

3.5.1. Regional Public Health Networks.

3.5.2. Integrated Delivery Networks.

3.5.3. Continuum of Care Facilitators.

3.6. The Contractor shall inform the inclusion of regional goals into the future development of needs assessments in Subsection 3.5 that the Contractor and its partners in the region have over the contract period including, but not limited to reductions in:

3.6.1. Naloxone use.

3.6.2. Emergency Room use.

3.6.3. Overdose related fatalities.

3.7. The Contractor shall have policies and procedures that allow them to accept referrals and evaluations from SUD treatment and other service providers.

3.8. The Contractor shall provide information to all individuals seeking services on how to file a grievance in the event of dissatisfaction with services provided. The Contractor shall ensure each individual seeking services receives information on:

3.8.1. The steps to filing an informal complaint with the Contractor, including the specific contact person to whom the complaint should be sent.

3.8.2. The steps to filing an official grievance with the Contractor and the Department with specific instructions on where and to whom the official grievance should be addressed.

3.9. The Contractor shall provide written policies to the Department on complaint and grievance procedures within ten (10) business days of the amendment effective date.

4. Subcontracting for Doorways

4.1. The Doorway shall submit any and all subcontracts they propose to enter into for services provided through this contract to the Department for approval prior to execution.

4.2. The Doorway may subcontract with prior approval of the Department for support and assistance in providing core Doorway services; except that such core services shall not be subcontracted providers whose principal operations are to serve individuals with a specific diagnosis of substance use disorders. .

4.2.1. Core Doorway services are defined, for purposes of this contract, as screening, assessment, evaluation, referral, continuous case management, GPRA data completion, and naloxone distribution.

4.2.2. The Doorway shall at all times be responsible for continuous oversight of, and compliance with, all Core Doorway services and shall be the single point of contact with the Department for those Core services.

4.2.3. Any subcontract for support and assistance in providing Core Doorway services shall ensure that the patient experience is consistent across the continuum of Core Doorway services and that the subcontracted entities and personnel are at all times acting, in name and in fact, as agents of the Doorway. The Doorway shall consolidate Core Doorway services, to the greatest extent practicable, in a single location.

5. Staffing

5.1. The Contractor shall meet the following minimum staffing requirements:

5.1.1. Between 8am-5pm, 5 days/week, Monday through Friday:

5.1.1.1. A minimum of one (1) clinician with the ability to provide clinical evaluations for ASAM level of care placement, in-person or telephonically;

5.1.1.2. A minimum of one (1) Recovery support worker (CRSW) with the ability to fulfill recovery support and care coordination functions;

5.1.1.3. A minimum of one (1) staff person, who can be a licensed clinician, CRSW, or other non-clinical support staff, capable of aiding specialty populations as outlined in Paragraph 3.1.7.

5.1.2. Sufficient staffing levels that are appropriate for the services provided and the number of clients served based on available staffing and the budget established for the Doorway.

5.1.3. All unlicensed staff providing treatment, education and/or recovery support services shall be under the direct supervision of a licensed supervisor.

5.1.4. No licensed supervisor shall supervise more than twelve (12) unlicensed staff unless the Department has approved an alternative supervision plan. .

5.1.5. Peer clinical supervision is provided for all clinicians including, but not limited to:

5.1.5.1. Weekly discussion of cases with suggestions for resources or alternative approaches.

5.1.5.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision.

5.2. The Contractor must ensure sufficient licensed clinician telephone coverage, at a minimum, between the hours of 5 pm and 8 am, 7 days/week, who have the ability to provide services as outlined in Subsection 3.2. This may be provided either by the Contractor alone or in collaboration with other Doorways.

5.3. The Contractor must meet the training requirements for staff which include, but are not limited to:

5.3.1. For all clinical staff:

5.3.1.1. Suicide prevention and early warning signs.

5.3.1.2. The 12 Core Functions of the Alcohol and Other Drug Counselor.

5.3.1.3. The standards of practice and ethical conduct, with particular emphasis given to the individual's role and appropriate responsibilities, professional boundaries, and power dynamics.

5.3.1.4. An approved course on the twelve (12) core functions and The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice within twelve (12) months of hire.

5.3.1.5. A Department approved ethics course within twelve (12) months of hire.

5.3.2. For recovery support staff and other non-clinical staff working directly with clients:

5.3.2.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee.

5.3.2.2. The standards of practice and ethical conduct, with particular emphasis given to the individual's role and appropriate responsibilities, professional boundaries, and power dynamics, and confidentiality safeguards in accordance with HIPAA and 42 CFR Part 2, and state rules and laws.

5.3.2.3. The four (4) recovery domains as described by the International Credentialing and Reciprocity Consortium, available at http://www.internationalcredentialing.org/Resources/Candidate%20Guides/PR%20candidate%20guide%201-14.pdf.

5.3.2.4. An approved ethics course within twelve (12) months of hire.

5.3.3. Required trainings in Subsection 5.3 may be satisfied through existing licensure requirements and/or through Department approved alternative training curriculums and/or certifications.

5.3.4. Ensuring all recovery support staff and clinical staff receive continuous education regarding substance use disorders, at a minimum annually.

5.3.5. Providing in-service training to all staff involved in client care within fifteen (15) days of the contract effective date or the staff person's start date on the following:

5.3.5.1. The contract requirements.

5.3.5.2. All other relevant policies and procedures provided by the Department.

5.4. The Contractor shall provide its staff, subcontractors, or end users as defined in Exhibit K, with periodic training in practices and procedures to ensure compliance with information security, privacy or confidentiality in accordance with state administrative rules and state and federal laws.

5.5. The Contractor shall notify the Department in writing:

5.5.1. When a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program, within one (1) month of hire.

5.5.2. When there is not sufficient staffing to perform all required services for more than one (1) month, within fourteen (14) calendar days.

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

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

6. Reporting

6.1. The Contractor shall report sentinel events to the Department as follows:

6.1.1. Sentinel events shall be reported when they involve any individual who is receiving services under this contract;

6.1.2. Upon discovering the event, the Contractor shall provide immediate verbal notification of the event to the bureau, which shall include:

6.1.2.1. The reporting individual's name, phone number, and agency/organization;

6.1.2.2. Name and date of birth (DOB) of the individual(s) involved in the event;

6.1.2.3. Location, date, and time of the event;

6.1.2.4. Description of the event, including what, when, where, how the event happened, and other relevant information, as well as the identification of any other individuals involved;

6.1.2.5. Whether the police were involved due to a crime or suspected crime; and

6.1.2.6. The identification of any media that had reported the event;

6.1.3. Within 72 hours of the sentinel event, the Contractor shall submit a completed

"Sentinel Event Reporting Form" (February 2017), available at https://www.dhhs.nh.gov/dcbcs/documents/reporting-form.pdf to the bureau

6.1.4. Additional information on the event that is discovered after filing the form in Section 6.1.3. above shall be reported to the Department, in writing, as it becomes available or upon request of the Department; and

6.1.5. Submit additional information regarding Sections 6.1.1 through 6.1.4 above if required by the department; and

6.1.6. Report the event in Sections 6.1.1 through 6.1.4 above, as applicable, to other agencies as required by law.

6.2. The Contractor shall submit quarterly de-identified, aggregate client reports to the Department on each client served, as required by SAMHSA. The data shall include:

6.2.1. Diagnoses.

6.2.2. Demographic characteristics.

6.2.3. Substance use.

6.2.4. Services received and referrals made, by provider organization name.

6.2.5. Types of MAT received.

6.2.6. Length of stay in treatment.

6.2.7. Employment status.

6.2.8. Criminal justice involvement.

6.2.9. Housing.

6.2.10. Flexible needs funds used and for what purpose.

6.2.11. Numbers of naloxone kits distributed and by category, including but not limited to client, organization, family member, etc.

6.3. The Contractor shall report quarterly on federally required data points specific to this funding opportunity as identified by SAMHSA over the grant period.

7. Performance Measures

7.1. The Contractor shall attempt to complete a GPRA interview for 100% of Doorway clients at intake or within three (3) days following initial client contact and at six (6) months post intake, and upon discharge from Doorway referred services.

7.2. In accordance with SAMHSA State Opioid Response grant requirements, the Contractor shall ensure that the GPRA interview follow-up rate at six (6) months post intake for Doorway clients is no less than 80%.

8. Deliverables

8.1. The Contractor shall have the Doorway in the Manchester and Nashua Regions operational by January 1, 2019 unless an alternative timeline has been submitted to and approved by the Department.

8.2. The Contractor shall collaborate with the Department to develop a report by July 1, 2019 to determine the Contractor's level of readiness, capacity and resource needs required to expand services in-house as outlined in Subsection 2.7.

8.3. The Contractor shall collaborate with the Department on development of a plan no later than July 1, 2019 for the resources, timeline and infrastructure requirements to develop and maintain a centralized referral database of substance use disorder and mental health treatment providers as outlined in Subsection 2.5.

9. State Opioid Response (SOR) Grant Standards

9.1. The Contractor and/or referred providers shall ensure that only FDA-approved MAT for Opioid Use Disorder (OUD) is utilized. FDA-approved MAT for OUD includes:

9.1.1. Methadone.

9.1.2. Buprenorphine products, including:

9.1.2.1. Single-entity buprenorphine products.

9.1.2.2. Buprenorphine/naloxone tablets,

9.1.2.3. Buprenorphine/naloxone films.

9.1.2.4. Buprenorphine/naloxone buccal preparations.

9.1.2.5. Long-acting injectable buprenorphine products.

9.1.2.6. Buprenorphine implants.

9.1.2.7. Injectable extended-release naltrexone.

9.2. The Contractor and/or referred providers shall only provide medical withdrawal management services to any individual supported by SOR Grant Funds if the withdrawal management service is accompanied by the use of injectable extended-release naltrexone, as clinically appropriate.

9.3. The Contractor and/or referred providers shall ensure that clients receiving financial aid for recovery housing utilizing SOR funds shall only be in a recovery housing facility that is aligned with the National Alliance for Recovery Residences standards and registered with the State of New Hampshire, Bureau of Drug and Alcohol Services in accordance with current NH Administrative Rules.

9.4. The Contractor and/or referred providers shall assist clients with enrolling in public or private health insurance, if the client is determined eligible for such coverage.

9.5. The Contractor and/or referred providers shall accept clients on MAT and facilitate access to MAT on-site or through referral for all clients supported with SOR Grant funds, as clinically appropriate.

9.6. The Contractor and/or referred providers shall coordinate with the NH Ryan White HIV/AIDs program for clients identified as at risk of or with HIV/AIDS.

9.7. The Contractor and/or referred providers shall ensure that all clients are regularly screened for tobacco use, treatment needs and referral to the QuitLine as part of treatment planning.

Methods and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
3. This contract is funded with funds from the Substance Abuse and Mental Health Services Administration CFDA #93.788, Federal Award Identification Number (FAIN) H79TI081685 and TI080246.
4. The Contractor shall keep detailed records of their activities related to Department funded programs and services.
5. The Contractor shall ensure specific budget line items are included in state fiscal year budgets, which include:
   5.1. Flex funds in the amount of $525,251 for State Fiscal Year 2020.
   5.2. Naloxone funds in the amount of $614,186 for State Fiscal Year 2020.
   5.3. Respite Shelter Voucher funds in the amount of $1,114,088 for State Fiscal Year 2020.
6. The Contractor shall not use funds to pay for bricks and mortar expenses.
7. The Contractor shall include in their budget, at their discretion the following:
   7.1. Funds to meet staffing requirements of the contract
   7.2. Funds to provide clinical and recovery support services in the contract that are not otherwise reimbursable by public or private insurance or through other Federal and State contracts
   7.3. Funds to meet the GPRA and reporting requirements of the contract
   7.4. Funds to meet staff training requirements of the contract
8. Funds remaining after satisfaction of Section 5 above may be used by the Contractor to support the scope of work outlined in Exhibit A.
9. Payment for said services shall be made monthly as follows:
   9.1. Payments shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this agreement, and shall be in accordance with the approved budget line item.
   9.2. The Contractor shall submit an invoice in a form satisfactory to the State by the twentieth (20th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
   9.3. The invoice must be completed, signed, dated and returned to the Department in order to initiate payment.
   9.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.

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

9.6. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to Melissa.Girard@dhhs.nh.gov.

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

10. Notwithstanding paragraph 18 of the Form P-37, General Provisions, an amendment limited to transfer the funds within the budget and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

11. The Contractor shall provide a final budget for State Fiscal Year 2021 no later than March 31, 2020 for Department approval, which shall be submitted for Governor and Executive Council approval no later than June 30, 2020.

Exhibit B-2 Amendment #1 Budget

New Hampshire Department of Health and Human Services

Bidder/Program Name: GRANITE PATHWAYS (Manchester)

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

Budget Period: SFY 20 (July 1, 2019 - June 30, 2020)

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Item	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 750,845	$ 90,077	$ 840,722	$ 147,509	$ 17,701	$ 165,210	$ 603,136	$ 72,376	$ 675,512
2. Employee Benefits	$ 255,219	$ 30,626	$ 285,845	$ 50,153	$ 6,018	$ 56,171	$ 205,066	$ 24,608	$ 229,674
3. Consultants	$ -	$ -	$ -		$ -	$ -		$ -	$ -
4. Equipment:	$ -	$ -	$ -		$ -	$ -		$ -	$ -
Rental	$ -	$ -	$ -		$ -	$ -		$ -	$ -
Repair and Maintenance	$ 6,000	$ 720	$ 6,720	$ 1,179	$ 141	$ 1,320	$ 4,821	$ 579	$ 5,400
Purchase/Depreciation	$ -	$ -	$ -		$ -	$ -		$ -	$ -
5. Supplies:	$ -	$ -	$ -		$ -	$ -		$ -	$ -
Educational	$ -	$ -	$ -		$ -	$ -		$ -	$ -
Lab	$ -	$ -	$ -		$ -	$ -		$ -	$ -
Pharmacy(Naloxone)	$ 398,894	$ 22,800	$ 421,494	$ 37,337	$ 4,480	$ 41,817	$ 361,357	$ 18,320	$ 379,677
Medical	$ -	$ -	$ -		$ -	$ -		$ -	$ -
Office	$ 2,400	$ 288	$ 2,688	$ 472	$ 57	$ 529	$ 1,928	$ 231	$ 2,159
6. Travel	$ 9,600	$ 1,152	$ 10,752	$ 1,886	$ 226	$ 2,112	$ 7,714	$ 926	$ 8,640
7. Occupancy	$ 50,000	$ 6,000	$ 56,000	$ 9,826	$ 1,179	$ 11,005	$ 40,174	$ 4,821	$ 44,995
8. Current Expenses	$ -	$ -	$ -		$ -	$ -		$ -	$ -
Telephone	$ 13,920	$ 1,670	$ 15,590	$ 2,736	$ 328	$ 3,064	$ 11,184	$ 1,342	$ 12,526
Postage	$ 480	$ 58	$ 538	$ 94	$ 11	$ 105	$ 386	$ 46	$ 432
Subscriptions	$ 420	$ 50	$ 470	$ 83	$ 10	$ 93	$ 337	$ 40	$ 377
Audit and Legal	$ -	$ -	$ -		$ -	$ -		$ -	$ -
Insurance	$ 6,000	$ 720	$ 6,720	$ 1,179	$ 141	$ 1,320	$ 4,821	$ 579	$ 5,400
Board Expenses	$ -	$ -	$ -		$ -	$ -		$ -	$ -
9. Software	$ -	$ -	$ -		$ -	$ -		$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -		$ -	$ -		$ -	$ -
11. Staff Education and Training	$ 2,500	$ 300	$ 2,800	$ 492	$ 59	$ 551	$ 2,008	$ 241	$ 2,249
12. Subcontracts/Agreements	$ -	$ -	$ -		$ -	$ -		$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -		$ -	$ -		$ -	$ -
Shelter Respite Vouchers	$ 660,114		$ 660,114				$ 660,114		$ 660,114
Flex Funding	$ 314,050	$ 6,000	$ 320,050	$ 9,825	$ 1,179	$ 11,004	$ 304,225	$ 4,821	$ 309,046
Internet Services	$ 7,800	$ 936	$ 8,736	$ 1,533	$ 184	$ 1,717	$ 6,267	$ 752	$ 7,019
Video Conferencing	$ 7,200	$ 864	$ 8,064	$ 1,415	$ 170	$ 1,585	$ 5,785	$ 694	$ 6,479
TOTAL	$ 2,485,042	$ 162,263	$ 2,647,305	$ 265,719	$ 31,886	$ 297,605	$ 2,219,323	$ 130,376	$ 2,349,699
Indirect As A Percent of Direct		12.0%							

Contractor Initials JSS

Date 8/28/19

Exhibit B-4 Amendment #1 Budget

New Hampshire Department of Health and Human Services

Bidder/Program Name: GRANITE PATHWAYS (Nashua)

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

Budget Period: SFY 20 (July 1, 2019 - June 30, 2020)

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Item	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 681,490	$ 81,779	$ 763,269	$ 144,034	$ 17,284	$ 161,318	$ 537,456	$ 64,495	$ 601,951
2. Employee Benefits	$ 231,707	$ 27,805	$ 259,512	$ 48,972	$ 5,877	$ 54,849	$ 182,735	$ 21,928	$ 204,663
3. Consultants	$ -	$ -	$ -		$ -	$ -		$ -	$ -
4. Equipment:	$ -	$ -	$ -		$ -	$ -		$ -	$ -
Rental	$ -	$ -	$ -		$ -	$ -		$ -	$ -
Repair and Maintenance	$ 6,000	$ 720	$ 6,719	$ 1,268	$ 152	$ 1,420	$ 4,732	$ 568	$ 5,300
Purchase/Depreciation	$ -	$ -	$ -		$ -	$ -		$ -	$ -
5. Supplies:	$ -	$ -	$ -		$ -	$ -		$ -	$ -
Educational	$ -	$ -	$ -		$ -	$ -		$ -	$ -
Lab	$ -	$ -	$ -		$ -	$ -		$ -	$ -
Pharmacy(Naloxone)	$ 288,759	$ 20,400	$ 309,159	$ 35,930	$ 4,312	$ 40,242	$ 252,829	$ 16,088	$ 268,917
Medical	$ -	$ -	$ -		$ -	$ -		$ -	$ -
Office	$ 2,400	$ 288	$ 2,688	$ 507	$ 61	$ 568	$ 1,893	$ 227	$ 2,120
6. Travel	$ 9,600	$ 1,152	$ 10,752	$ 2,029	$ 243	$ 2,272	$ 7,571	$ 909	$ 8,480
7. Occupancy	$ 68,750	$ 8,250	$ 77,000	$ 14,530	$ 1,744	$ 16,274	$ 54,220	$ 6,506	$ 60,726
8. Current Expenses	$ -	$ -	$ -		$ -	$ -		$ -	$ -
Telephone	$ 13,920	$ 1,670	$ 15,590	$ 2,942	$ 353	$ 3,295	$ 10,978	$ 1,317	$ 12,295
Postage	$ 480	$ 58	$ 538	$ 102	$ 12	$ 114	$ 378	$ 45	$ 423
Subscriptions	$ 420	$ 50	$ 470	$ 89	$ 11	$ 100	$ 331	$ 40	$ 371
Audit and Legal	$ -	$ -	$ -		$ -	$ -		$ -	$ -
Insurance	$ 6,000	$ 720	$ 6,720	$ 1,268	$ 152	$ 1,420	$ 4,732	$ 568	$ 5,300
Board Expenses	$ -	$ -	$ -		$ -	$ -		$ -	$ -
9. Software	$ -	$ -	$ -		$ -	$ -		$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -		$ -	$ -		$ -	$ -
11. Staff Education and Training	$ 2,500	$ 300	$ 2,800	$ 528	$ 63	$ 591	$ 1,972	$ 237	$ 2,209
12. Subcontracts/Agreements	$ -	$ -	$ -		$ -	$ -		$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -		$ -	$ -		$ -	$ -
Shelter Respite Voucher	$ 453,974		$ 453,974				$ 453,974		$ 453,974
Flex Funding	$ 231,594	$ 6,001	$ 237,595	$ 10,588	$ 1,268	$ 11,836	$ 221,026	$ 4,733	$ 225,759
Internet Services	$ 7,800	$ 936	$ 8,736	$ 1,649	$ 198	$ 1,847	$ 6,151	$ 738	$ 6,889
Video Conferencing	$ 7,200	$ 864	$ 8,064	$ 1,522	$ 183	$ 1,705	$ 5,678	$ 681	$ 6,359
TOTAL	$ 2,012,594	$ 150,993	$ 2,163,586	$ 265,938	$ 31,913	$ 297,850	$ 1,746,658	$ 119,080	$ 1,865,736
Indirect As A Percent of Direct		12.0%							

Contractor Initials BSB
Date 8/28/19

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 GRANITE PATHWAYS is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 08, 2009. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **613581**
Certificate Number: **0004569835**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 20th day of August A.D. 2019.

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, LYNNE A WESTAWAY, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Granite Pathways.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on 6-6-19:
(Date)

RESOLVED: That the General Counsel
(Title of Contract Signatory)

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 foregoing resolutions have not been amended or revoked, and remain in full force and effect as of the 28 day of August, 2019.
(Date Amendment Signed)

4. Kenneth Brezenoff is the duly elected General Counsel
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough.

The forgoing instrument was acknowledged before me this 28th day of August 2019.

By Lynne Westaway, Treasurer.
(Name of Elected Officer of the Agency)

Donna Keefe.
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 9-7-21

DONNA KEEFE
Notary Public - New Hampshire
My Commission Expires September 7, 2021

Client#: 1497832 FEDCAREH1

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/04/2019

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

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

PRODUCER	CONTACT NAME: Khalil Elaouni	
USI Insurance Services LLC 333 Westchester Ave, Suite 102 White Plains, NY 10604 914 459-6200	PHONE (A/C, No, Ext): 914 459-6200	FAX (A/C, No): 610 537-4220
	E-MAIL ADDRESS: khalil.elaouni@usi.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Berkshire Hathaway Specialty Ins Co.	22276
INSURED Granite Pathways 10 Ferry St., Suite 319 Concord, NH 03301	INSURER B : Berkshire Hathaway Homestate Companies	20044
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			47SPK25564203	09/30/2018	09/30/2019	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$20,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$3,000,000
							PRODUCTS - COMP/OP AGG	$3,000,000
								$
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			47RWS14808204	09/30/2018	09/30/2019	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $10000			47SUM14808304	09/30/2018	09/30/2019	EACH OCCURRENCE	$25,000,000
							AGGREGATE	$25,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		FEWC9211281	12/11/2018	12/11/2019	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
A	Professional Liab			47SPK25564203	09/30/2018	09/30/2019	$3mm Agg/$1mm Occ	
A	Abuse & Molest.			47SPK25564203	09/30/2018	09/30/2019	$3mm Agg/$1mm Occ	

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

State of New Hampshire Department of Health and Human Services is included as additional insured as required by written contract.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Ulle Scott

KZECM

Client#: 1497832 FEDCAREH1

ACORD. CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/02/2018

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

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

PRODUCER	CONTACT NAME: Khalil Elaouni	
USI Insurance Services LLC 333 Westchester Ave, Suite 102 White Plains, NY 10604 914 459-6200	PHONE (A/C, No, Ext): 914 459-6200	FAX (A/C, No): 610 537-4220
	E-MAIL ADDRESS: khalil.elaouni@usi.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Berkshire Hathaway Specialty Ins Co.	22276
INSURER B : National Liability & Fire Insurance Co.	20052
INSURER C : Technology Insurance Company, Inc.	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Granite Pathways, Inc.
10 Ferry Street Suite # 319
Concord, NH 03301

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY			47SPK25564203	09/30/2018	09/30/2019	EACH OCCURRENCE	$1,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$20,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$3,000,000
	[ ] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$3,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			47SMA14808004	09/30/2018	09/30/2019	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
A	[X] ANY AUTO			47RWS14808204	09/30/2018	09/30/2019	BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR			47SUM14808304	09/30/2018	09/30/2019	EACH OCCURRENCE	$25,000,000
B	[X] EXCESS LIAB [ ] CLAIMS-MADE			43SEF10045604	09/30/2018	09/30/2019	AGGREGATE	$25,000,000
	[ ] DED [X] RETENTION $10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) [N] Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TWC3680678	12/08/2017	12/08/2018	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$1,00,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
A	Professional Liab			47SPK2556420	09/30/2018	09/30/2019	$3M Agg / $1M Occ	
A	Abuse & Molestat			47SPK2556420	09/30/2018	09/30/2019	$15,000,000	

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

Proof of insurance:

Umbrella is scheduled with no limitations over the following coverages: GL-PL-Auto & Employer liability.
Abuse & Molestation limit $15,000,000

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Ute Scott

Powered by FEDCAP

MISSION STATEMENT

Granite Pathways, a subsidiary of Fedcap Rehabilitative Services, Inc., develops innovative, creative and sustainable solutions that help people surmount barriers, work toward economic independence and effect change in their families and communities. Our mission is to support individuals with mental illness and substance use disorder in building personal equity and achieve their life goals as valued members of their community. We focus on individuals, families, friends, communities and others impacted by substance use disorder and mental illness

Consolidated Financial Statements Together with
Report of Independent Certified Public Accountants

FEDCAP REHABILITATION SERVICES, INC. AND SUBSIDIARIES

September 30, 2018 and 2017

FEDCAP REHABILITATION SERVICES, INC. AND SUBSIDIARIES

TABLE OF CONTENTS

Grant Thornton

GRANT THORNTON LLP
757 Third Ave., 9th Floor
New York, NY 10017-2013

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twitter.com/grantthorntonus

REPORT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS

To the Board of Directors of
FEDCAP Rehabilitation Services, Inc.:

We have audited the accompanying consolidated financial statements of FEDCAP Rehabilitation Services, Inc. and Subsidiaries (collectively, "FEDCAP"), which comprise the consolidated statements of financial position as of September 30, 2018 and 2017, and the related consolidated statements of activities and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's responsibility for the financial statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with 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.

Auditor's responsibility

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

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to FEDCAP'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 FEDCAP'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.

Grant Thornton

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

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of FEDCAP Rehabilitation Services, Inc. and Subsidiaries as of September 30, 2018 and 2017, and the changes in their net assets and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other matters

Supplementary information

Our audits were conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying supplementary information is presented for purposes of additional analysis and is not a required part of the consolidated financial statements. Such supplementary information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audits of the consolidated financial statements and certain additional procedures. These additional procedures included comparing and reconciling the information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the supplementary information is fairly stated, in all material respects, in relation to the consolidated financial statements as a whole.

Grant Thornton LLP

New York, New York
April 8, 2019

FEDCAP REHABILITATION SERVICES, INC. AND SUBSIDIARIES
Consolidated Statements of Financial Position
As of September 30, 2018 and 2017

	2018	2017
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	$ 10,814,947	$ 14,353,025
Accounts receivable (net of allowance for doubtful accounts of approximately $4,622,800 in 2018 and $1,476,000 in 2017)	44,128,183	42,224,021
Contributions and grants receivable (net of allowance for uncollectible contributions of approximately $250,000 in 2018 and $0 in 2017)	1,296,528	3,085,378
Inventories, net	244,690	402,669
Prepaid expenses and other assets	9,413,702	5,120,104
Total current assets	65,898,050	65,185,197
Investments	18,227,270	14,724,135
Property, plant and equipment, net	82,070,717	74,924,787
Art objects	43,950	21,750
Beneficial interest in remainder trust	4,646,739	628,759
Other assets	1,135,754	108,000
	106,124,430	90,407,431
Total assets	$ 172,022,480	$ 155,592,628
LIABILITIES AND NET ASSETS		
Accounts payable and accrued liabilities	$ 37,108,748	$ 32,382,996
Deferred revenues	4,129,907	5,064,293
Advances from government agency	1,485,361	1,500,000
Current revolving loans	17,853,273	14,653,273
Current portion of obligation under capital leases	1,944,244	1,672,075
Notes payable, current	1,099,081	674,420
Total current liabilities	63,620,614	55,947,057
LONG-TERM LIABILITIES		
Capital lease obligation	35,351,613	34,867,513
Notes payable	31,337,292	22,750,756
Revolving loan	-	3,000,000
Other liabilities	4,670,840	3,407,780
Total liabilities	134,980,359	119,973,106
Commitments and contingencies		
NET ASSETS		
Unrestricted	28,407,688	32,810,556
Temporarily restricted	6,678,580	2,224,538
Permanently restricted	1,955,853	584,428
Total net assets	37,042,121	35,619,522
Total liabilities and net assets	$ 172,022,480	$ 155,592,628

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

FEDCAP REHABILITATION SERVICES, INC. AND SUBSIDIARIES

Consolidated Statements of Activities

For the years ended September 30, 2018 and 2017

	2018				2017			
	Unrestricted	Temporarily Restricted	Permanently Restricted	Total	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
REVENUES								
Contract services and products	$ 107,418,632	$ -	$ -	$ 107,418,632	$ 102,267,073	$ -	$ -	$ 102,267,073
Rehabilitation and vocational programs	154,317,661	-	-	154,317,661	137,272,899	-	-	137,272,899
Contributions and grants	22,664,418	50,000	-	22,714,418	13,067,009	1,434,417	-	14,501,426
Inherent contribution	4,841,419	7,249,586	1,371,425	13,462,430	1,985,805	-	-	1,985,805
Unrealized gains on investments	554,658	-	-	554,658	976,558	-	-	976,558
Interest income	347,997	-	-	347,997	319,607	-	-	319,607
Miscellaneous revenue	484,910	-	-	484,910	1,180,845	-	-	1,180,845
Net assets released from restrictions	2,845,544	(2,845,544)	-	-	779,151	(779,151)	-	-
Total revenues	293,475,239	4,454,042	1,371,425	299,300,706	257,848,947	655,266	-	258,504,213
EXPENSES								
Program services:								
Contract services and products	94,956,101	-	-	94,956,101	91,718,680	-	-	91,718,680
Rehabilitation and vocational programs	161,461,598	-	-	161,461,598	131,181,632	-	-	131,181,632
	256,417,699	-	-	256,417,699	222,900,312	-	-	222,900,312
Supporting services:								
Management and general	39,594,457	-	-	39,594,457	33,702,035	-	-	33,702,035
Development	1,865,951	-	-	1,865,951	1,612,479	-	-	1,612,479
	41,460,408	-	-	41,460,408	35,314,514	-	-	35,314,514
Total expenses	297,878,107	-	-	297,878,107	258,214,826	-	-	258,214,826
Change in net assets	(4,402,868)	4,454,042	1,371,425	1,422,599	(365,879)	655,266	-	289,387
Net assets at beginning of year	32,810,556	2,224,538	584,428	35,619,522	33,176,435	1,569,272	584,428	35,330,135
Net assets at end of year	$ 28,407,688	$ 6,678,580	$ 1,955,853	$ 37,042,121	$ 32,810,556	$ 2,224,538	$ 584,428	$ 35,619,522

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

FEDCAP REHABILITATION SERVICES, INC. AND SUBSIDIARIES
Consolidated Statements of Cash Flows
For the years ended September 30, 2018 and 2017

	2018	2017
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	$ 1,422,599	$ 289,387
Adjustments to reconcile change in net assets to net cash used in operating activities:		
Depreciation and amortization	4,432,003	4,116,984
Bad debt provision	4,850,731	299,600
Inherent contribution	(13,462,430)	(1,985,805)
Unrealized gains on investments	(554,658)	(976,558)
Changes in assets and liabilities:		
Accounts receivable	(3,281,883)	(8,829,574)
Contribution receivable	2,318,436	(594,742)
Inventories	157,979	12,270
Prepaid expenses and other assets	(3,883,995)	(1,951,224)
Beneficial interest in remainder trust	6,363	(52,847)
Accounts payable and accrued liabilities	2,785,750	3,181,808
Deferred revenue	(934,386)	1,421,674
Other liabilities	614,594	822,186
Net cash used in operating activities	(5,528,897)	(4,246,841)
CASH FLOWS FROM INVESTING ACTIVITIES		
Proceeds from sale of investments	43,028	8,015,797
Purchase of investments	(2,446,391)	(4,415,301)
Cash received in acquisition	906,169	4,470,103
Capital expenditures	(4,542,620)	(2,228,568)
Net cash (used in) provided by investing activities	(6,039,814)	5,842,031
CASH FLOWS FROM FINANCING ACTIVITIES		
(Decrease) increase in advances from government agency	(14,639)	1,500,000
Change in revolving loans	(249,000)	1,166,575
Proceeds from notes payable	9,564,622	-
Repayment of notes payable	(982,488)	(745,144)
Repayment of capital lease obligations	(287,862)	(132,832)
Net cash provided by financing activities	8,030,633	1,788,599
(Decrease) increase in cash and cash equivalents	(3,538,078)	3,383,789
CASH AND CASH EQUIVALENTS		
Beginning of year	14,353,025	10,969,236
End of year	$ 10,814,947	$ 14,353,025
Supplemental disclosure of cash flow information:		
Cash interest paid during the year	$ 1,834,062	$ 1,443,501
Fixed assets acquired through capital lease	$ 1,044,131	$ -

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

1. ORGANIZATION AND NATURE OF ACTIVITIES

Fedcap Rehabilitation Services, Inc. ("FRS") is a private, nonprofit organization incorporated under the laws of New York State. FRS is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code.

FRS was founded to provide a comprehensive range of vocational and related services to individuals with disabilities and other work-related disadvantages who face significant barriers to employment. FRS's goal is to help each person achieve independence, integration into the community and full participation in the economic mainstream.

FRS provides contract services and products within custodial, homecare, office services, and industrial divisions of FRS. The primary customers in these divisions are federal, and New York State and City agencies and certified home health agencies, that contract with FRS for services.

As part of FRS's rehabilitation and vocation programs, FRS provides vocational evaluations, training, and employment services and other government-funded employment and job search programs. Evaluations combine aptitude tests, computerized assessments, and vocational counseling. After evaluation, FRS offers training in mail clerk/messenger services, building/custodial services, culinary arts/food services, data entry, office skills, document imaging, hospitality operations, and security operations. FRS then seeks to employ individuals who have successfully completed FRS's rehabilitation and vocational programs. FRS also offers the Chelton Loft, a voluntary clubhouse program for people with a history of serious mental illness. FRS also has a vocational education program and a licensed mental health program.

On July 1, 2011, FRS acquired and became the sole member of Wildcat Services Corporation ("Wildcat"), a nonprofit entity located in New York City that provides employment training, jobs placement and "supportive employment" opportunities for individuals with barriers to employment.

On October 1, 2012, FRS acquired and became the sole member of ReServe Elder Service, Inc. ("ReServe"), a nonprofit entity located in New York City that matches continuing professionals age 55+ with organizations that need their expertise. ReServe provides direct services, administrative support, and capacity-building expertise in schools, social service agencies, cultural institutions, and public agencies.

On October 1, 2013, FRS acquired and became the sole member of Community Workshops, Inc. (d/b/a Community Work Services) ("CWS"), a nonprofit corporation located in Boston, Massachusetts, whose mission is to help people who have barriers to work obtain employment and achieve greater self-sufficiency through job training, placement, and support services.

On September 1, 2015, FRS acquired and became the sole member of Easter Seals New York, Inc. ("ESNY"), a nonprofit entity whose purpose is to provide program and services for people with disabilities, assistance to people with disabilities and their families, assistance to communities in developing necessary and appropriate resources for residents, and a climate of acceptance for people with disabilities which will enable them to contribute to the well-being of the community.

On May 1, 2016, ESNY received a contribution in the form of a Red Mango franchise, incorporated as 1184 Deer Park Ave., Inc. ("1184" or "Red Mango"). 1184 is currently managed as a for profit corporation, and operates as a social enterprise which includes a training center and employment opportunities for veterans.

On May 1, 2016, FRS acquired and became the sole member of Granite Pathways, Inc. ("GP"), a nonprofit entity whose mission is to provide services to empower and support adults with mental illness to pursue their personal goals through education, employment, stable housing, and meaningful relationships.

On September 1, 2016, FRS acquired and became the sole member of Easter Seals Rhode Island, Inc. ("ESRI"), a nonprofit entity whose purpose is to provide services to ensure that all people with disabilities or special needs and their families have equal opportunities to live, learn, work and play in their communities.

On November 1, 2016, GP became the sole member of Seacoast Pathways, Inc ("Seacoast") a nonprofit entity whose mission is to support adults living with mental illness on their paths to recovery through the work-ordered day.

On February 1, 2017, FRS became the sole member of Single Stop USA Inc. ("SS"), a nonprofit entity that provides coordinated services to holistically connect people to the resources they need to attain higher education, obtain good jobs, and achieve financial self-sufficiency.

On October 31, 2017, FRS entered into a combination agreement with Benevolent to become its sole member. This combination was predicated on the similarities of mission and enhancement of our ability to provide economic wellbeing for the individuals we serve. The combination further diversifies funding to individuals and families in need, through non-government sources.

On April 1, 2018, FRS entered into a combination agreement with MVLE to become its sole member. MVLE provides employment, support and rehabilitation services to individuals with disabilities in the Northern Virginia and Washington, D.C. area. This combination was predicated on the synergies of mission and geographic expansion of services in the Mid-Atlantic Region.

On July 1, 2018, FRS entered into a combination agreement with Easter Seals Central Texas ("ESCT") to become its sole member. ESCT provides services to individuals with disabilities throughout the life cycle through outpatient medical rehabilitation, workforce development and community housing and integration programs in the Central Texas region. This combination was predicated on the similarities of mission and geographic expansion of services into the Southwest Region. The addition of ESCT expands the core services to the populations served through our Easter Seals brand whose current operations are in New York and Rhode Island.

On July 1, 2018, FRS entered into a combination agreement with Easter Seals North Texas ("ESNT") to become its sole member. ESNT provides services to individuals with disabilities throughout the life cycle through outpatient medical rehabilitation, workforce development and community housing and integration programs in the North Texas region. This combination was predicated on the similarities of mission and geographic expansion of services into the Southwest Region. The addition of ESNT expands the core services to the populations served through our Easter Seals brand whose current operations are in New York and Rhode Island.

Collectively, FRS, Wildcat, ReServe, CWS, ESNY, 1184, GP, ESRI, SS, Seacoast, Benevolent, MVLE, ESCT, and ESNT are referred to as "FEDCAP."

2. SUMMARY OF ACCOUNTING POLICIES

Basis of Presentation

The accompanying consolidated financial statements of FEDCAP have been prepared in accordance with accounting principles generally accepted in the United States of America ("US GAAP") using the accrual basis of accounting. All intercompany accounts and transactions have been eliminated in the accompanying consolidated financial statements.

Accordingly, FEDCAP's consolidated financial statements distinguish between unrestricted, temporarily restricted and permanently restricted net assets and changes in net assets as follows:

Unrestricted Net Assets - consist of all funds which are expendable, at the discretion of FEDCAP's management and Board of Directors, for carrying on daily operations. These funds have neither been restricted by donors nor set aside for any specific purpose.

Temporarily Restricted Net Assets - net assets that have been limited by donor-imposed stipulations that either expire with the passage of time or can be fulfilled and removed by the actions of FEDCAP pursuant to those stipulations.

Permanently Restricted Net Assets - net assets subject to donor-imposed stipulations that require resources to be maintained as funds of a permanent duration.

Cash Equivalents

FEDCAP considers all highly liquid debt instruments with a maturity of three months or less at the date of purchase, including investments in short-term certificates of deposit and certain money market funds, to be cash equivalents.

Contribution and Grant Revenue

FEDCAP records contributions of cash and other assets when an unconditional promise to give such assets is received from a donor. Contributions are recorded at the fair value of the assets received and contributions with donor stipulations that limit the use of donated assets are classified as either permanently restricted if FEDCAP is required to maintain the contribution permanently or temporarily restricted if the stipulation limits the use of the contribution to specific purposes or a time period. Contributions with donor restrictions that are received and met in the same fiscal year are recorded as unrestricted contributions. Otherwise, once stipulated time restrictions end or purpose restrictions are accomplished, temporarily restricted net assets are reclassified to unrestricted net assets as "net assets released from restrictions" in the accompanying consolidated statements of activities.

Revenue Recognition and Deferred Revenue

FEDCAP's revenue primarily relates to contract services and products, and rehabilitation and vocational programs. FEDCAP recognizes such revenue ratably over a contract's term for those with fixed rates. For performance-based contracts, revenues are recognized in the period when related expenditures have been incurred, milestones have been achieved, or services have been performed in compliance with the respective contracts. FEDCAP also generates revenue from the sale of related products, which is recognized at the time of shipment.

Deferred revenue represents cash received in advance of services and will be recognized as the services are performed. Deferred revenue amounted to $4,129,907 and $5,064,293 as of September 30, 2018 and 2017, respectively.

Allowance for Doubtful Accounts

The carrying value of contributions and accounts receivable are reduced by an appropriate allowance for uncollectible accounts, and therefore approximates net realizable value. FEDCAP determines its allowance by considering a number of factors, including the length of time receivables are past due, FEDCAP's previous loss history, the donor's current ability to pay its obligation, and the condition of the general economy and the industry as a whole. Receivables outstanding longer than the payment terms are considered past due. FEDCAP writes off accounts receivable when they become uncollectible, and payments subsequently received on such receivables are recorded as income in the period received.

Inventories

Inventories, mainly consisting of distress marker light products and related components, are valued at the lower of cost or net realizable value. Cost is determined principally by the first-in, first-out method.

Fixed Assets

Fixed assets purchased for a value greater than $1,000 and with depreciable lives greater than one year are carried at cost, net of accumulated depreciation. Depreciation is provided over the estimated useful life of the respective asset and ranges from 3 to 40 years. Significant additions or improvements extending asset lives are capitalized; normal maintenance and repair costs are expensed as incurred. Leasehold improvements are amortized based on the lesser of the estimated useful life or remaining lease term.

Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized on a functional basis in the accompanying consolidated statements of activities. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

Commissions

FEDCAP pays commissions to an unrelated not-for-profit entity and a New York State entity to provide information on government contracts that need competitive bids for services. The contracts provide for commissions to be paid to these organizations in the range of 0.85% to 4.00% of the contract amount. Commissions paid relating to these contracts amounted to $2,401,578 and $2,568,642 for the years ended September 30, 2018 and 2017, respectively, and are included within contract services and products expense in the accompanying consolidated statements of activities.

Use of Estimates

The preparation of financial statements in conformity with US GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities, and the reported amounts of revenues and expenses. These estimates and assumptions relate to estimates of collectability of accounts receivable, accruals, useful life of property, plant, and equipment, and impairment of long-lived assets. Actual results could differ from those estimates.

Fair Value of Financial Instruments

The fair value of cash and cash equivalents, accounts receivable, accounts payable, accrued expenses and other liabilities approximates their carrying value due to their short-term maturities. The fair value of long-term debt approximates carrying value based on current interest rates for similar instruments.

Fair Value Measurements

FEDCAP follows guidance for fair value measurements that defines fair value, establishes a framework for measuring fair value, establishes a fair value hierarchy based on the inputs used to measure fair value and enhances disclosure requirements for fair value measurements. It maximizes the use of observable inputs and minimizes the use of unobservable inputs by requiring that the observable inputs be used when available.

Observable inputs are inputs that market participants would use in pricing the asset or liability based on market data obtained from independent sources. Unobservable inputs reflect assumptions that market participants would use in pricing the asset or liability based on the best information available in the circumstances.

The hierarchy is broken down into three levels based on the transparency of inputs as follows:

Level 1 - Quoted prices are available in active markets for identical assets or liabilities as of the measurement date. A quoted price for an identical asset or liability in an active market provides the most reliable fair value measurement because it is directly observable to the market.

Level 2 - Pricing inputs other than quoted prices in active markets, which are either directly or indirectly observable as of the measurement date. The nature of these securities include investments for which quoted prices are available but traded less frequently and investments that are fair valued using other securities, the parameters of which can be directly observed.

Level 3 - Securities that have little to no pricing observability as of the measurement date. These securities are measured using management's best estimate of fair value, where the inputs into the determination of fair value are not observable and require significant management judgment or estimation.

Inputs are used in applying the various valuation techniques and broadly refer to the assumptions that market participants use to make valuation decisions, including assumptions about risk. Inputs may include price information, volatility statistics, specific and broad credit data, liquidity statistics, and other factors. A financial instrument's level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. However, the determination of what constitutes "observable" requires significant judgment by the entity. FEDCAP considers observable data to be that market data that is readily available, regularly distributed or updated, reliable and verifiable, not proprietary, and provided by independent sources that are actively involved in the relevant market. The categorization of a financial instrument within the hierarchy is based upon the pricing transparency of the instrument and does not necessarily correspond to FEDCAP's perceived risk of that instrument.

Beneficial Interest in Remainder Trusts

Donors have established and funded trusts held by third parties under which specified distributions are to be made to a designated beneficiary or beneficiaries over the trusts' term. Upon termination of the trusts, FEDCAP will receive the assets remaining in the trusts. Trusts are recorded as increases to net assets at the fair value of trust assets, less the present value of the estimated future payments to be made under the specific terms of the trusts. At September 30, 2018 and 2017, FEDCAP's interest in these trusts is reflected at fair value in the accompanying consolidated statements of financial position and is classified as Level 3 within the fair value hierarchy.

	2018	2017
Balance, beginning of year	$ 628,759	$ 575,912
Contributions / additions	4,024,343	8,578
Distributions	(5,911)	(13,516)
Depreciation (appreciation)	(452)	57,785
Balance, end of year	$ 4,646,739	$ 628,759

Impairment of Long-lived Assets

FEDCAP reviews the carrying values of its long-lived assets, including property and equipment and other assets, for impairment whenever events or changes in circumstances indicate that the carrying amount of such assets may not be fully recoverable. Recoverability of long-lived assets is assessed by a comparison of the carrying amount of the asset to the estimated future net cash flows expected to be generated by the asset.

If estimated future net cash flows are less than the carrying amount of the asset, the asset is considered impaired and an expense is recorded in an amount to reduce the carrying amount of the asset to its fair value.

Tax-Exempt Status

Fedcap follows guidance that clarifies the accounting for uncertainty in tax positions taken or expected to be taken in a tax return, including issues relating to financial statement recognition and measurement. This guidance provides that the tax effects from an uncertain tax position can only be recognized in the financial statements if the position is "more-likely-than-not" to be sustained if the position were to be challenged by a taxing authority. The assessment of the tax position is based solely on the technical merits of the position, without regard to the likelihood that the tax position may be challenged.

Fedcap is exempt from federal income tax under IRC section 501(c)(3), though it is subject to tax on income unrelated to their respective exempt purpose, unless that income is otherwise excluded by the Code. These organizations have processes presently in place to ensure the maintenance of their tax-exempt status; to identify and report unrelated income; to determine their filing and tax obligations in jurisdictions for which they have nexus; and to identify and evaluate other matters that may be considered tax positions. Fedcap has determined that there are no material uncertain tax positions that require recognition or disclosure in the consolidated financial statements.

1184, a for-profit corporation, commenced business operations in May of 2016; the Organization has not calculated a tax provision as the projected tax liability is immaterial from a financial statement perspective. In addition, 1184 has determined that there are no material uncertain tax positions that require recognition or disclosure in the consolidated financial statements.

3. CONTRIBUTIONS RECEIVABLE

At September 30, 2018 and 2017, contributions receivable, net of the allowance for doubtful accounts, consisted of the following:

	2018	2017
Amounts due within one year	$ 1,237,222	$ 3,074,667
Amounts due in one to five years	309,306	10,711
	1,546,528	3,085,378
Less: allowance for uncollectible receivables	(250,000)	-
	$ 1,296,528	$ 3,085,378

Approximately 26% of the contributions receivable (gross) is due from one donor at September 30, 2018. Approximately 69% of the contributions receivable (gross) is due from two donors at September 30, 2017.

4. INVESTMENTS

Investments, at fair value, consisted of the following at September 30:

	2018	2017
Money market funds	$ 5,329,461	$ 3,176,676
Mutual funds	12,897,809	11,547,459
	$ 18,227,270	$ 14,724,135

FEDCAP's mutual fund investments are classified as Level 1 within the fair value hierarchy. FEDCAP's money market fund investments do not meet the definition of a security under US GAAP, and as such, the disclosure requirements for fair value measurements are not applicable.

5. INVENTORIES, NET

Inventories consisted of the following at September 30:

	2018	2017
Inventories:		
Raw materials	$ 219,880	$ 369,867
Work-in-process and finished goods	114,810	122,802
Reserve	(90,000)	(90,000)
	$ 244,690	$ 402,669

6. PROPERTY, PLANT AND EQUIPMENT, NET

Fixed assets, net, consisted of the following at September 30:

	2018	2017
Land	$ 1,017,809	$ 1,017,809
Building improvements	3,492,788	531,382
Buildings	37,052,760	33,280,420
Capital lease - building	35,918,547	35,918,547
Furniture, fixtures and computer systems	14,157,674	11,509,522
Leasehold improvements	9,143,432	7,002,207
	100,783,010	89,259,887
Less: accumulated depreciation	(18,712,293)	(14,335,100)
	$ 82,070,717	$ 74,924,787

Depreciation and amortization expense for the years ended September 30, 2018 and 2017 was $4,432,003 and $4,116,984, respectively.

7. CAPITAL LEASES

In May of 2014, FRS entered into a condominium leasehold agreement in a building located at 205 East 42nd Street in New York City for 64,303 square feet of space consisting of the entire second and third floor and a portion of the ground floor. FRS began occupying the space in December 2014 and the agreement expires in fiscal 2043. The interest rate is fixed at 4.20%. FRS accounted for this agreement as a capital lease, and as such, the related cost of $35,918,547 representing the present value of the total future minimum lease payments due at the inception of the agreement, is included within "property, plant and equipment, net" in the accompanying consolidated statements of financial position at September 30, 2018 and 2017. FRS occupied the condominium in December 2014 and recorded depreciation expense of $1,238,571 in fiscal 2018 and 2017. The outstanding principal balance on the lease as of September 30, 2018 and 2017, is $36,353,740 and $36,461,573, respectively.

During fiscal 2015, FRS obtained financing pursuant to a capital lease to finance vehicles in the amount of $22,074 principal and interest are paid monthly. As of September 30, 2018, and 2017, accumulated depreciation associated with this lease agreement is $15,452 and $11,037, respectively. The outstanding principal balance on the lease as of September 30, 2018 and 2017, is $6,622 and $11,038, respectively. The maturity date is March 31, 2020 and the interest rate is fixed at 6.73%.

During fiscal 2015, CWS obtained financing pursuant to a capital lease to finance vehicles in the amount of $44,464, principal and interest are paid monthly. As of September 30, 2018, and 2017, accumulated depreciation associated with this lease agreement is $44,464, respectively. The outstanding principal balance on the lease as of September 30, 2018 and 2017, is $0 and $22,232, respectively. The maturity date is March 31, 2020 and the interest rate is fixed at 6.73%.

During fiscal 2015, ESNY obtained financing pursuant to a capital lease to finance vehicles in the amount of $80,785, principal and interest are paid monthly. As of September 30, 2018, and 2017, the accumulated depreciation balance was $ 52,511 and $36,040, respectively. The outstanding principal balance on the lease as of September 30, 2018 and 2017, was $28,627 and $44,745, respectively. The maturity date is June 30, 2020 and the interest rate is fixed at 6.97%.

In 2015 and 2016, ESCT obtained financing pursuant to a capital lease to finance equipment in the amount of $109,418, principal and interest are paid monthly. As of September 30, 2018, the accumulated depreciation balance was $5,534. The outstanding principal balance on the leases as of September 30, 2018 was $47,190. The maturity dates run through May 14, 2021 with varying interest rates from 0% - 0.99%.

During fiscal 2018, ESNY obtained financing pursuant to a capital lease to finance vehicles in the amount of $ 128,298, principal and interest are paid monthly. As of September 30, 2018, the accumulated depreciation balance was $35,573. The outstanding principal balance on the lease as of September 30, 2018 was $93,362. The maturity dates are through June 30, 2022 and the interest rate is fixed at 6.70% and 8.00%.

During fiscal 2018, FRS and ESNY obtained financing pursuant to a capital lease to finance vehicles in the amount of $370,074, principal and interest are paid monthly. As of September 30, 2018, the accumulated depreciation balance was $122,766. The outstanding principal balance on the lease as of September 30, 2018 was $248,418.

During fiscal 2018, FRS obtained financing pursuant to a capital lease to finance vehicles in the amount of $82,264 principal and interest are paid monthly. As of September 30, 2018, accumulated depreciation associated with these lease agreements is $13,914. The outstanding principal balance on the lease as of September 30, 2018 is $77,578. The maturity dates are through November 30, 2022 and the interest rate varies from 7.10% to 7.45%.

On September 14, 2018, FRS obtained financing pursuant to a capital lease to finance office furniture in the amount of $463,495, principal and interest are paid monthly. As of September 30, 2018, the accumulated depreciation balance was $0. The outstanding principal balance on the lease as of September 30, 2018 was $440,320. The maturity dates are through June 2023 and the interest rate is 6.58%.

The following is a schedule by years of future minimum lease payments under capital leases together with the present value of the net minimum lease payments as of September 30, 2018:

Year Ending September 30,	
2019	$ 1,944,244
2020	2,156,611
2021	2,159,924
2022	2,089,325
2023	1,990,114
2023	52,678,445
Total minimum lease payments	63,018,663
Less: Amount representing interest	(25,722,806)
Present value of net minimum lease payments	$ 37,295,857

8. REVOLVING LOANS

Israel Discount Bank of New York

FRS entered into a revolving loan agreement with Israel Discount Bank of New York ("IDB") to finance working capital needs with an aggregate principal amount not to exceed $15,000,000. The line is collateralized by FRS's accounts receivable and matured on January 18, 2019. The interest rate for the revolving loan agreement is the Prime Rate. As of September 30, 2018, and 2017, FEDCAP had borrowings on this line of credit of $14,653,273, respectively, at an interest rate of 5.25% and 4.25%, respectively. Subsequent to year end, the maturity date was extended, see Note 20.

RBS Citizens Bank, N.A.

ESNY has an agreement with RBS Citizens Bank, N.A for a $3,000,000 revolving line of credit with FRS as the co-borrower, which matured on December 15, 2018 and was subsequently extended until May 2019. As of September 30, 2018, and 2017, ESNY had borrowings on this line of credit of $3,000,000, respectively, at an interest rate of 4.5% and 3.50%, respectively.

Frost Bank

ESCT obtained an uncollateralized revolving line of credit with Frost Bank with a $200,000 limit that matured on February 6, 2019. As of September 30, 2018, ESCT had borrowings on this line of credit of $200,000 at a floating interest rate, defined as 1.75% plus the financial institution's prime rate. This line of credit was paid in full in February 2019.

9. LONG-TERM DEBT

Notes Payable

On December 5, 2014, ESNY entered into a $1,980,000 mortgage note payable to finance the acquisition of certain property located in Valhalla, New York. The note was secured by the property and is guaranteed by FRS. The interest rate is 3.66% for the first 60 months then, as of the first day of the sixty-first month, the interest rate will reset to 1.75% in excess of the then bank's five-year Cost of Funds. In no event shall

the reset rate be less than 3.66%. Principal and interest of $9,153 is payable monthly through the maturity date of January 1, 2025. At September 30, 2018 and 2017, the outstanding principal balance was $1,832,909 and $1,874,696, respectively.

On November 4, 2016, MVLE entered into a $350,000 note payable with Union Bank & Trust. The note is secured by accounts receivable and equipment. The interest rate is 4.5% and principal and interest are paid monthly. The note matures in November 2019. As of September 30, 2018, the outstanding principal balance was $142,471.

On Dec 13, 2016, ESCT entered into a $18,558 note payable with J.P. Morgan Chase Bank, N.A. The note is secured by the assets of ESCT. The interest rate is 6.1% and principal and interest are paid monthly. The note matures in December 2021. As of September 30, 2018, the outstanding principal balance was $12,702.

On May 18, 2017, ESCT entered into a $243,650 note payable with Wells Fargo, N.A. The note is secured by accounts receivable and equipment. The interest rate is defined at a variable rate plus prime and principal and interest are paid monthly. The note matures in May 2020. As of September 30, 2018, the outstanding principal balance was $151,086.

Bonds Payable

In December 2013, FRS entered into a Loan Agreement with Build NYC Resource Corporation ("Build NYC"), a local development corporation, for Build NYC to issue bonds to finance the purchase of the sixth floor of a building located at 633 Third Avenue in New York City and related expenses. Build NYC issued $18,450,000 of tax-exempt revenue bonds ("Series 2013A"). Monthly payments of interest commenced in June 2014. The Series 2013A bonds have a coupon rate of 4.2% with a maturity date of December 1, 2033. The Series A bonds were placed with IDB and, as part of the bond purchase and continuing covenant agreement between FRS and IDB, FRS must maintain a minimum balance with IDB of $4,000,000, which is included within investments in the accompanying consolidated statements of financial position at September 30, 2018 and 2017. At September 30, 2018 and 2017, the outstanding principal balance of the Series 2013A bonds was $17,025,000 and $17,520,000, respectively.

In December 2010, ESNY in connection with the Monroe County Industrial Development Corporation and RBS Citizens Bank, N.A. issued $5,250,000 in Series 2010 tax-exempt Revenue Bonds ("Series 2010"). The Series 2010 bonds were used to finance the acquisition of certain property located in Irondequoit, New York and to refinance certain ESNY debt. The Series 2010 bonds are secured by a mortgage on all properties and improvements financed by the bond and are guaranteed by FRS. ESNY may elect to prepay some portion or all of the outstanding bonds subject to a prepayment fee as defined in the agreement. The agreement also requires bank approval prior to ESNY incurring additional indebtedness. The Series 2010 bonds are subject to tender for mandatory purchase at the election of the bondholder beginning June 1, 2016 and thereafter every five years through June 1, 2036. At September 30, 2018 and 2017, the outstanding principal balance of the Series 2010 bonds was $4,399,430 and $4,537,395, respectively.

On February 23, 2011, ESNY entered into an interest rate swap agreement with a bank in connection with the Series 2010 Bonds. The swap agreement had an outstanding notional amount of $4,257,920 and $4,526,910 at September 30, 2018 and 2017, respectively. The outstanding notional amount decreases, in conjunction with bond principal reductions, until the agreement terminates in January 2031. ESNY remits interest at a fixed rate of 2.99% and receives interest at a variable rate (68% of the sum of the monthly LIBOR rate plus 2.65% (3.34% at September 30, 2018 and 2017, respectively)). The fair value of the interest rate swap agreement as of September 30, 2018 and 2017 reflected a liability of $355,400

and $625,315, respectively. The swap is included within other liabilities in the accompanying consolidated statement of financial position, and is classified as Level 2 within the fair value hierarchy.

In December 2017, FRS entered into a loan agreement with Build NYC Resource Corporation ("Build NYC"), a local development corporation, for Build NYC to issue bonds to finance the renovation, equipping and furnishing of the improvements of the sixth floor located at 633 Third Avenue in New York City and related expenses. Build NYC issued $9,280,000 of tax-exempt revenue bonds ("Series 2017A") and $715,000 of taxable revenue bonds ("Series 2017B"). Monthly payments of interest commenced in February 2018. The Series 2017A bonds have a coupon rate of 3.9% with a maturity date of December 1, 2042. The Series 2017B bonds have a coupon rate of 4.5% with a maturity date of December 1, 2027. The 2017A and 2017B bonds were placed with TD Bank. At September 30, 2018, the outstanding principal balance of the Series 2017A and 2017B bonds was $9,116,787 and $671,807 respectively.

The following is a summary of minimum principal payments due on the notes and bonds at September 30, 2018:

	Notes Payable	Bonds Payable	Total
Year Ending September 30,			
2019	$ 176,504	$ 922,577	$ 1,099,081
2020	181,280	981,862	1,163,142
2021	50,348	1,019,829	1,070,177
2022	48,574	1,063,272	1,111,846
2023	49,307	1,105,555	1,154,862
Thereafter	1,633,155	26,119,929	27,753,084
Total	$ 2,139,168	$ 31,213,024	33,352,192
Less: current portion			1,099,081
Less: bond issuance cost			915,819
Long-term debt, net of current portion			$ 31,337,292

10. ADVANCES FROM GOVERNMENT AGENCY

On August 1, 2012, FRS entered in a contract with New York City Human Resources Agency ("HRA") to operate HRA's WeCare program in the boroughs of Brooklyn and Queens. Under the terms of the contract, HRA may make advances for working capital purposes. These advances are non-interest bearing and will be recouped during the course of the contract in accordance with HRA policy, but no later than the last year of the contract. On September 29, 2017, FRS received a loan of $1,500,000 from the Fund for the City of New York to cover operating expenses pending receipt of funds from HRA. This loan is non-interest bearing and will be repaid no later than 30 days from the date of the loan, upon receipt of the funds from HRA or on demand for payment by the Fund for the City of New York. At September 30, 2017, the balance from this loan was $1,500,000. This loan was repaid in November 2017.

On August 30, 2018 FRS received a loan of $1,485,361 from the Fund for the City of New York to cover operating expenses pending contract registration and receipt of funds from HRA. This loan is non-interest bearing and will be repaid no later than 30 days from the date of the loan, upon receipt of the funds from

HRA or on demand for payment by the Fund for the City of New York. At September 30, 2018, the balance from this loan was $1,485,361. This loan was repaid in November of 2018.

11. FORGIVEABLE CAPITAL ADVANCES

ESCT has received financial assistance for property acquisition costs from Housing and Urban Development ("HUD") and the Austin Housing Finance Corporation ("AHFC"). Under the terms of the agreements, funds were provided to ESCT in the form of forgivable capital advances to purchase thirty-four housing entities. The principle and any interest are not due and will be forgiven upon maturity, as long as ESCT continues to meet the requirements to maintain the housing units available for low income persons with disabilities. ESCT believes that the possibility that repayment will occur is remote and as such that the treatment of the advance as a contribution upon receipt is appropriate. Accordingly, the advances were recorded as temporarily restricted contributions that are released from restriction over the life of the agreement.

The following table summarizes the forgivable capital advances as of September 30, 2018:

	Amount of Original Advance
Housing I	
U.S. Department of Housing and Urban Development, interest rate of 5.375%, due unless forgiven on October 11, 2045, secured by six rental housing units. At September 30, 2018, $279,635 was included in temporarily restricted net assets related to the Note.	$ 413,000
Housing II	
U.S. Department of Housing and Urban Development, interest rate of 5.250%, due unless forgiven on April 1, 2048, secured by ten rental housing units. At September 30, 2018, $527,767 was included in temporarily restricted net assets related to the Note.	713,600
City of Austin passed through Austin Housing Finance Corporation, interest rate of 0%, unless forgiven on May 1, 2049, secured by ten rental housing units, subordinate to the $713,600 loan. At September 30, 2018, $382,292 was included in temporarily restricted net assets related to the Note.	500,000
Housing III	
U.S. Department of Housing and Urban Development, interest rate of 4.125%, due unless forgiven on December 1, 2050, secured by eight rental housing units. At September 30, 2018, $595,003 was included in temporarily restricted net assets related to the Note.	739,900
City of Austin passed through Austin Housing Finance Corporation, interest rate of 0%, unless forgiven on November 30, 2050, secured by eight rental housing units, subordinate to the $739,900 loan. At September 30, 2018, $397,853 was included in temporarily restricted net assets related to the Note.	494,740
Housing IV	
U.S. Department of Housing and Urban Development, interest rate of 4.125%, due unless forgiven on February 15, 2053, secured by ten rental housing units. At September 30, 2018, $920,990 was included in temporarily restricted net assets related to the Note.	1,070,400

	Amount of Original Advance
Housing IV (continued)	
City of Austin passed through Austin Housing Finance Corporation, interest rate of 0%, unless forgiven on February 28, 2053, secured by ten rental housing units, subordinateto the $1,070,400 loan. At September 30, 2018, $537,673 was included in temporarily restricted net assets related to the Note.	624,898
Total	$ 4,556,538

12. COMMITMENTS AND CONTINGENCIES

FEDCAP has leases for offices, program related facilities, and equipment expiring at various dates through 2032. The approximate future minimum lease commitments under existing operating leases are as follows:

Year Ending September 30,	
2019	$ 7,856,201
2020	5,581,739
2021	5,042,998
2022	4,752,045
2023	3,084,738
Thereafter	10,004,661
Total	$ 36,322,382

Certain office leases contain renewal and escalation clauses. For leases with escalation clauses, FEDCAP recognized rent expense on a straight-line basis and recognized a deferred rent liability of $4,376,734 and $1,773,782 at September 30, 2018 and 2017, respectively, which is included in other liabilities in the accompanying consolidated statements of financial position. In addition to the base rents, FEDCAP is obligated to pay additional amounts for increased operating costs.

Rent expense was $12,639,752 and $11,208,061 for the years ended September 30, 2018 and 2017, respectively.

FEDCAP sublets a portion of its facilities to tenants under operating leases that expire between April 2017 and December 2025. For the years ended September 30, 2018 and 2017, rental income from these subleases was $562,172 and $293,318, respectively. The future minimum sublease rental payments to be received are as follows:

Year Ending September 30,	
2019	$ 451,974
2020	309,641
2021	279,677
2022	290,411
Thereafter	989,946
Total	$ 2,321,649

FEDCAP is engaged in various lawsuits incidental to its operations. In the opinion of management, the ultimate outcome of pending litigation will not have a material adverse effect on the consolidated financial position and results of operations of FEDCAP.

FEDCAP participates in a number of federal and state programs. These programs require that FEDCAP comply with certain requirements of laws, regulations, contracts, and agreements applicable to the programs in which it participates. All funds expended in connection with government grants and contracts are subject to audit by government agencies. While the ultimate liability, if any, from such audits of government contracts by government agencies is presently not determinable, it should not, in the opinion of management, have a material effect on FEDCAP's financial position or change in net assets. Accordingly, no provision for any such liability that may result has been made in the accompanying consolidated financial statements.

13. TUITION REVENUE

FRS receives funding for the Career Design School from the New York State Education Department, administered by the Bureau of Proprietary School Supervision. Gross tuition income, which equaled net tuition income, was $1,012,460 and $1,094,605 for the years ended September 30, 2018 and 2017, respectively, and has been included within rehabilitation and vocational programs in the accompanying consolidated statements of activities.

14. TEMPORARILY RESTRICTED NET ASSETS

Temporarily restricted net assets were restricted for the following purposes as of September 30, 2018 and 2017:

	2018	2017
For use in future periods for:		
Employment and job search programs	$ 122,221	$ 602,111
ESCT HUD capital advances	3,641,213	-
Time restricted	2,915,146	1,622,427
Total	$ 6,678,580	$ 2,224,538

Net assets released from restrictions during the years ended September 30, 2018 and 2017 were as follows:

	2018	2017
Employment and job search programs	$ 490,089	$ 779,151
ESCT HUD capital advances	915,325	-
Time restricted	1,440,130	-
Total	$ 2,845,544	$ 779,151

15. PERMANENTLY RESTRICTED NET ASSETS

Permanently restricted net assets are comprised of the following as of September 30, 2018 and 2017:

	2018	2017
Easter Seals endowment	$ 1,880,853	$ 509,428
ReServe endowment	75,000	75,000
	$ 1,955,853	$ 584,428

16. RELATED PARTY TRANSACTIONS

Members of the Board of Directors of FEDCAP are associated with a law firm that has provided legal services to FEDCAP with fees of $381,465 and $312,012 during the years ended September 30, 2018 and 2017, respectively.

A CWS Board member is a trustee of the Eaton Fund. CWS leases its facilities from the Eaton Fund. Rent paid to Eaton Fund for each of the years ended September 30, 2018 and 2017 was $129,996.

17. EMPLOYEE BENEFIT PLANS

Effective January 1, 1991, FEDCAP established a Tax Deferred Annuity Retirement Plan under Section 403(b) of the Internal Revenue Code for employee voluntary salary reduction contributions. Employees are eligible to participate in the plan as of their employment date.

Effective October 1, 1991, FEDCAP established a Tax Deferred Annuity Retirement Plan under Section 403(b) of the Internal Revenue Code for employees working on government contracts with a defined contribution pension plan based on a contractual formula. Employees are eligible to participate in the plan upon satisfactory completion of a three-month probationary period.

Effective October 1, 1994, FEDCAP established a Defined Contribution Plan under Section 403(b) of the Internal Revenue Code for qualified participants, primarily employees who do not work on contracts. In November 1, 2010, the Defined Contribution Plan was amended to allow all employees to participate in the plan immediately upon hire. FEDCAP matches employee contributions up to 3% of their salaries. Employer matching contributions fully vest after three years of employment.

Plan contributions are invested in one or more of the funding vehicles available to participants under the plans. Each participant is fully and immediately vested in employee contributions. Employer contributions to the plans amounted to $6,648,313 and $6,186,322 for the years ended September 30, 2018 and 2017, respectively.

18. ACQUISITIONS

On February 1, 2017, FRS entered into a combination agreement with Single Stop USA, Inc. to become its sole member. The determination to acquire Single Stop USA, Inc. was predicated on the similarities in mission. Single Stop provides coordinated services to holistically connect people to the resources they need to attain higher education, obtain good jobs, and achieve financial self-sufficiency. This acquisition was affected without the transfer of consideration, and as such an inherent contribution of $1,947,081 was

recognized, which represented the excess of the acquisition date fair values of the identifiable assets acquired over the acquisition date fair values of the liabilities assumed.

On November 1, 2016, GP entered into a combination agreement with Seacoast Pathways, Inc. to become its sole member. The determination to acquire Seacoast Pathways, Inc. was predicated on the similarities in mission and a geographic expansion of services in the New England Region. The mission of Seacoast Pathways is to support adults living with mental illness on their paths to recovery through the work-ordered day. This acquisition was effected without the transfer of consideration, and as such an inherent contribution of $38,724 was recognized, which represented the excess of the acquisition date fair values of the identifiable assets acquired over the acquisition date fair values of the liabilities assumed.

The following table summarizes the estimated fair values of the assets acquired and liabilities assumed at the date of acquisitions for the year ended September 30, 2017:

	Single Stop USA	GP	Total
Cash and cash equivalents	$ 4,434,379	$ 35,724	$ 4,470,103
Accounts receivables, net	252,430	-	252,430
Contriutions and grants receivables	1,449,503	-	1,449,503
Investments	-	3,000	3,000
Prepaid expenses and other assets	131,553	-	131,553
Other assets	271,816	-	271,816
Property, plant and equipment, net	958,033	-	958,033
Accounts payable and accrued liabilities	(2,671,188)	-	(2,671,188)
Deferred revenue	(2,485,700)	-	(2,485,700)
Other liabilities	(393,745)	-	(393,745)
	$ 1,947,081	$ 38,724	$ 1,985,805

On October 31, 2017, FRS entered into a combination agreement with Benevolent to become its sole member. This combination was predicated on the similarities of mission and enhancement of our ability to provide economic wellbeing for the individuals we serve. The combination further diversifies funding to individuals and families in need, through non-government sources. This acquisition was affected without the transfer of consideration, and as such an inherent contribution of $1,231 was recognized, which represented the excess of the acquisition date fair values of the identifiable assets acquired over the acquisition date fair values of the liabilities assumed.

On April 1, 2018, FRS entered into a combination agreement with MVLE to become its sole member. MVLE provides employment, support and rehabilitation services to individuals with disabilities in the Northern Virginia and Washington, D.C. area. This combination was predicated on the synergies of mission and geographic expansion of services in the Mid-Atlantic Region. This acquisition was affected without the transfer of consideration, and as such an inherent contribution of $3,644,595 was recognized, which represented the excess of the acquisition date fair values of the identifiable assets acquired over the acquisition date fair values of the liabilities assumed.

On July 1, 2018, FRS entered into a combination agreement with Easter Seals Central Texas ("ESCT") to become its sole member. ESCT provides services to individuals with disabilities throughout the life cycle

through outpatient medical rehabilitation, workforce development and community housing and integration programs in the Central Texas region. This combination was predicated on the similarities of mission and geographic expansion of services into the Southwest Region. The addition of ESCT expands the core services to the populations served through our Easter Seals brand whose current operations are in New York and Rhode Island. This acquisition was affected without the transfer of consideration, and as such an inherent contribution of $4,368,955 was recognized, which represented the excess of the acquisition date fair values of the identifiable assets acquired over the acquisition date fair values of the liabilities assumed.

On July 1, 2018, FRS entered into a combination agreement with Easter Seals North Texas ("ESNT") to become its sole member. ESNT provides services to individuals with disabilities throughout the life cycle through outpatient medical rehabilitation, workforce development and community housing and integration programs in the North Texas region. This combination was predicated on the similarities of mission and geographic expansion of services into the Southwest Region. The addition of ESNT expands the core services to the populations served through our Easter Seals brand whose current operations are in New York and Rhode Island. This acquisition was affected without the transfer of consideration, and as such an inherent contribution of $5,447,649 was recognized, which represented the excess of the acquisition date fair values of the identifiable assets acquired over the acquisition date fair values of the liabilities assumed.

The following table summarizes the estimated fair values of the assets acquired and liabilities assumed at the date of acquisitions for the year ended September 30, 2018:

	Benevolent	MVLE	ESCT	ESNT	Total
Cash and cash equivalents	$ 5,488	$ 633,234	$ 215,266	$ 52,181	$ 906,169
Accounts receivables, net	-	2,194,671	665,681	362,658	3,223,010
Grants receivables	-	-	641,971	137,615	779,586
Prepaid expenses and other assets	2,081	82,077	134,423	655,117	873,698
Investments	-	-	-	545,114	545,114
Other assets	-	384,614	120,094	81,151	585,859
Property, plant and equipment, net	-	1,695,518	3,948,025	347,639	5,991,182
Beneficial interest in remainder trust	-	-	-	4,024,343	4,024,343
Accounts payable and accrued liabilities	(6,338)	(817,914)	(762,580)	(353,169)	(1,940,001)
Other liabilities	-	(326,652)	(165,815)	(156,000)	(648,467)
Revolving loans	-	-	(200,000)	(249,000)	(449,000)
Notes payable	-	(200,953)	(228,110)	-	(429,063)
	$ 1,231	$ 3,644,595	$ 4,368,955	$ 5,447,649	$ 13,462,430

19. CONCENTRATIONS

FEDCAP provides building services for federal buildings, which comprised 22% and 20% of total revenues during the years ended September 30, 2018 and 2017, respectively. FEDCAP provides offsite data entry personnel, custodial and other services to various branches of the state and city government through one New York State organization, which comprised 7% and 5% of total revenues during the years ended September 30, 2018 and 2017, respectively.

Financial instruments that potentially subject FEDCAP to concentrations of credit and market risk consist principally of cash and cash equivalents on deposit with financial institutions, which from time to time may exceed the Federal Deposit Insurance Corporation ("FDIC") limit. Management does not believe that a significant risk of loss exists due to the failure of a financial institution.

20. SUBSEQUENT EVENTS

FEDCAP evaluated its September 30, 2018 consolidated financial statements for subsequent events through April 8, 2019, the date the consolidated financial statements were available for issuance. FEDCAP is unaware of any events which would require recognition or disclosure in the accompanying consolidated financial statements, except as noted below.

On November 1, 2018, FRS acquired Kennedy Scott, Limited, a United Kingdom company through a stock purchase. Kennedy Scott provides high quality job support, placement, retention and related services to people in the United Kingdom.

On December 31, 2018, FRS entered into an agreement with Israel Discount Bank of New York to extend the maturity date of the revolving loan to October 17, 2020 and to increase the revolving loan, as described in Note 8, by $10,000,000 to an aggregate principal amount not to exceed $25,000,000.

SUPPLEMENTARY INFORMATION

FEDCAP REHABILITATION SERVICES, INC. AND SUBSIDIARIES
Consolidating Statement of Financial Position
As of September 30, 2018

	Fedcap Rehabilitation Services, Inc.	Wildcat Services Corporation	ReServe	Community Work Services	Easter Seals NY	Granite Pathways	Red Mango	Easter Seals RI	Maple Shop	Seacoast Pathways	Beaverbrook	MVLE	Easter Seals CT	Easter Seals NY	Eliminations	Consolidated
ASSETS																
CURRENT ASSETS																
Cash and cash equivalents	$ 6,940,112	$ 25,905	$ 81,491	$ 287,641	$ 510,736	$ 27,371	$ 1,981	$ 57,528	$ 1,468,440	$ (166)	$ 9,033	$ 751,050	$ 347,545	$ 200,300	$ -	$ 10,134,947
Accounts receivable (net of allowance for doubtful accounts of approximately $4,622,800 in 2018 and $1,476,000 in 2017)	26,548,589	4,605,475	924,295	455,573	4,522,250	673,180	-	973,140	454,051	-	-	1,687,857	1,799,373	1,903,249	-	44,128,183
Intercompany accounts receivable	118,522,947	28,483,966	11,453,329	13,607,104	21,982,644	2,297,288	777,613	1,668,451	34,630,834	129,068	8,516	258,337	53,806	135,227	(235,851,130)	-
Contributions and grants receivable (net of allowance for uncollectible contributions of approximately $250,000 in 2018 and $0 in 2017)	269,631	-	-	-	341,457	234	-	22,228	532,642	2,395	-	127,921	-	-	-	1,296,528
Inventories, net	244,070	-	-	-	-	-	-	-	-	-	-	-	-	-	-	244,070
Prepaid expenses and other assets	2,776,562	14,945	-	4,275	129,391	7,850	15,399	34,357	1,003,332	-	2,873	204,777	153,135	92,440	-	9,443,392
Total current assets	160,612,777	33,130,361	12,459,055	14,334,593	26,394,478	3,005,673	793,993	2,755,704	38,071,259	131,297	20,422	3,229,862	2,353,907	1,539,016	(235,851,130)	65,198,950
Investments	17,229,304	-	136,637	-	205,618	-	-	11,526	-	3,000	-	-	895,325	557,868	-	18,227,278
Property, plant and equipment, net	67,628,028	1,770	30,180	298,135	7,427,336	94,317	94,210	30,416	599,322	-	-	1,621,599	3,919,630	339,782	-	82,870,717
Art objects	21,250	-	-	-	-	-	-	-	-	-	-	-	-	22,200	-	43,450
Beneficial interest in remainder trust	-	-	-	-	577,570	-	-	37,022	-	-	-	-	-	4,032,147	-	4,646,739
Other assets	887,525	-	-	-	209,642	-	-	-	-	-	-	245,436	-	81,151	-	1,423,754
	84,986,607	1,770	166,817	298,135	8,419,166	94,317	94,210	78,964	599,322	3,000	-	1,867,035	4,814,955	5,033,148	-	106,124,438
Total assets	$ 245,598,529	$ 33,132,131	$ 12,625,872	$ 14,632,728	$ 34,813,644	$ 3,099,990	$ 888,203	$ 2,834,668	$ 38,670,581	$ 134,297	$ 20,422	$ 5,096,897	$ 7,168,862	$ 6,572,164	$ (235,851,130)	$ 171,323,388
LIABILITIES AND NET ASSETS																
CURRENT LIABILITIES																
Accounts payable and accrued liabilities	$ 20,370,958	$ 280,957	$ 963	$ 314,451	$ 1,478,917	$ 41,407	$ 711	$ 129,163	$ 1,436,959	$ 399	$ 11,973	$ 605,477	$ 905,852	$ 353,411	$ -	$ 25,931,638
Intercompany payable	108,542,644	33,687,102	14,859,806	14,617,480	25,869,585	2,807,973	1,875,110	3,071,509	28,371,547	256,107	132,905	327,776	428,855	583,850	(235,851,130)	-
Deferred revenues	598,318	17,460	8,136	-	1,804	-	(2,945)	-	3,881,507	-	-	21,927	-	2,400	-	4,529,607
Advances from government agency	1,485,361	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,485,361
Current revolving loans	14,653,273	-	-	-	3,000,000	-	-	-	-	-	-	-	200,000	-	-	17,853,273
Current portion of obligations under capital leases	1,872,204	-	-	-	49,507	-	-	-	-	-	-	-	22,133	-	-	1,943,844
Notes payable, current	788,877	-	-	-	193,341	-	-	-	-	-	-	69,515	75,148	-	-	1,599,881
Total current liabilities	155,570,835	33,985,499	14,868,110	14,931,931	29,792,654	2,849,380	1,872,876	3,200,758	36,759,795	256,506	144,878	1,097,655	1,731,988	939,261	(235,851,130)	63,628,644
LONG-TERM LIABILITIES																
Capital lease obligations	35,254,474	-	-	-	72,882	-	-	-	-	-	-	-	25,057	-	-	35,351,413
Notes payable	25,263,795	-	-	-	5,922,913	-	-	-	-	-	-	81,956	80,649	-	-	31,349,292
Revolving loans	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other liabilities	2,647,988	17,772	172,357	34,344	459,688	150	2,354	15	494,549	-	-	442,877	243,521	157,865	-	4,670,840
Total liabilities	219,076,180	34,003,271	15,040,467	15,006,275	36,247,337	2,849,530	1,875,230	3,200,773	37,254,344	256,506	144,878	1,621,488	2,081,216	1,096,866	(235,851,130)	134,900,359
NET ASSETS																
Unrestricted	26,252,416	(870,200)	(1,699,394)	(389,315)	(1,214,353)	250,460	(247,827)	(386,105)	1,430,479	(128,209)	(124,456)	3,471,409	669,263	1,396,530	-	28,407,668
Temporarily restricted	310,233	-	39,799	-	-	-	-	-	-	-	-	-	2,641,213	2,687,335	-	6,678,580
Permanently restricted	-	-	75,000	7,768	504,660	-	-	-	-	-	-	-	-	1,371,425	-	1,955,853
Total net assets	26,562,649	(870,200)	(1,584,595)	(381,547)	(712,693)	250,460	(247,827)	(386,105)	1,430,479	(128,209)	(124,456)	3,471,409	4,310,476	5,455,290	-	37,042,121
Total liabilities and net assets	$ 245,598,529	$ 33,132,131	$ 12,625,872	$ 14,632,728	$ 35,504,644	$ 3,099,990	$ 1,627,403	$ 2,814,668	$ 38,684,823	$ 128,297	$ 20,422	$ 5,092,897	$ 6,391,692	$ 6,552,156	$ (235,851,130)	$ 171,942,480

This statement should be read in conjunction with the accompanying consolidated financial statements and notes thereto.

FEDCAP REHABILITATION SERVICES, INC. AND SUBSIDIARIES
Consolidating Statement of Activities
For the year ended September 30, 2018

Unrestricted

	Fedcap Rehabilitation Services Inc.	Wildcat Services Corporation	ReServe	Community Work Services	Easter Seals New York	Granite Pathways	Red Mango	Easter Seals Rhode Island	Single Stop	Seacoast Pathways	Benevolent	MVLE	Easter Seals Central Texas	Easter Seals North Texas	Consolidated
REVENUES															
Contract services and products	$ 94,265,338	$ 9,888,942	$ -	$ 822,162	$ -	$ -	$ 390,097	$ -	$ -	$ -	$ -	$ 2,052,093	$ -	$ -	$ 107,418,632
Rehabilitation and vocational programs	100,872,993	3,534,052	4,677,532	2,789,971	28,248,020	1,254,082	-	1,416,294	3,501,324	5,000	-	4,935,953	1,712,512	1,369,928	154,317,661
Contributions and grants	1,422,499	-	12,273	479,722	349,283	69,792	-	213,445	18,416,904	46,381	23,195	93,549	1,312,508	224,862	22,664,418
Inherent contribution	-	-	-	-	-	-	-	-	-	-	1,231	3,644,595	(187,583)	1,383,176	4,841,419
Unrealized gains on investments	470,531	-	-	-	64,368	-	-	532	-	-	-	-	-	19,227	554,658
Interest income	332,037	-	1,034	787	2,778	-	-	-	7,877	-	-	191	2	3,291	347,997
Miscellaneous revenue	250,421	908	-	102	9,236	-	-	171	5,577	-	-	130,575	79,230	8,690	484,910
Net assets released from restrictions	483,979	-	6,110	-	-	-	-	-	1,434,417	-	-	-	915,325	5,713	2,845,544
Total revenues	198,097,798	13,423,902	4,696,949	4,092,744	28,673,690	1,323,874	390,097	1,630,442	23,366,099	51,381	24,426	10,856,956	3,831,994	3,014,887	293,475,239
EXPENSES															
Program services:															
Contract services and products	83,586,784	8,065,941	-	1,115,875	-	-	557,768	-	-	-	-	1,629,733	-	-	94,956,101
Rehabilitation and vocational programs	93,595,134	3,295,413	3,922,551	2,259,890	26,481,508	1,312,932	-	1,519,370	22,405,111	133,876	-	2,882,874	2,355,909	1,297,030	161,461,598
	177,181,918	11,361,354	3,922,551	3,375,765	26,481,508	1,312,932	557,768	1,519,370	22,405,111	133,876	-	4,512,607	2,355,909	1,297,030	256,417,699
Supporting services:															
Management and general	28,363,387	1,590,035	1,361,612	1,095,289	3,041,996	134,918	-	138,522	81,060	-	-	2,789,279	728,061	270,298	39,594,457
Development	780,481	-	4,081	40,507	182,978	-	-	245,561	250,000	-	148,882	83,669	78,761	51,029	1,865,951
	29,143,870	1,590,035	1,365,693	1,135,796	3,224,974	134,918	-	384,083	331,060	-	148,882	2,872,948	806,822	321,327	41,460,408
Total expenses	206,325,788	12,951,389	5,288,244	4,511,561	29,706,482	1,447,850	557,768	1,903,453	22,736,171	133,876	148,882	7,385,555	3,162,731	1,618,357	297,878,107
Change in net assets - unrestricted	(8,227,990)	472,513	(591,295)	(418,817)	(1,032,792)	(123,976)	(167,671)	(273,011)	629,928	(82,495)	(124,456)	3,471,401	669,263	1,396,530	(1,402,868)
Net assets at beginning of year - unrestricted	34,480,406	(1,345,713)	(1,108,099)	29,507	(181,561)	374,434	(90,156)	(113,094)	800,551	(45,714)	-	-	-	-	32,810,556
Net assets at end of year - unrestricted	$ 26,252,416	$ (873,200)	$ (1,699,394)	$ (389,315)	$ (1,214,353)	$ 250,458	$ (247,827)	$ (386,105)	$ 1,430,479	$ (128,209)	$ (124,456)	$ 3,471,401	$ 669,263	$ 1,396,530	$ 28,407,688

Temporarily Restricted

	Fedcap Rehabilitation Services Inc.	Wildcat Services Corporation	ReServe	Community Work Services	Easter Seals New York	Granite Pathways	Red Mango	Easter Seals Rhode Island	Single Stop	Seacoast Pathways	Benevolent	MVLE	Easter Seals Central Texas	Easter Seals North Texas	Consolidated
REVENUES															
Contributions and grants	$ -	$ -	$ 50,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 50,000
Inherent contribution	-	-	-	-	-	-	-	-	-	-	-	-	4,556,538	2,693,048	7,249,586
Net assets released from restrictions	(483,979)	-	(6,110)	-	-	-	-	-	(1,434,417)	-	-	-	(915,325)	(5,713)	(2,845,544)
Total revenues	(483,979)	-	43,890	-	-	-	-	-	(1,434,417)	-	-	-	3,641,213	2,687,335	4,454,042
Change in net assets - temporarily restricted	(483,979)	-	43,890	-	-	-	-	-	(1,434,417)	-	-	-	3,641,213	2,687,335	4,454,042
Net assets at beginning of year - temporarily restricted	794,212	-	(4,091)	-	-	-	-	-	1,434,417	-	-	-	-	-	2,224,538
Net assets at end of year - temporarily restricted	$ 310,233	$ -	$ 39,799	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,641,213	$ 2,687,335	$ 6,678,580

Permanently Restricted

	Fedcap Rehabilitation Services Inc.	Wildcat Services Corporation	ReServe	Community Work Services	Easter Seals New York	Granite Pathways	Red Mango	Easter Seals Rhode Island	Single Stop	Seacoast Pathways	Benevolent	MVLE	Easter Seals Central Texas	Easter Seals North Texas	Consolidated
REVENUES															
Inherent Contribution	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,371,425	$ 1,371,425
Total revenues	-	-	-	-	-	-	-	-	-	-	-	-	-	1,371,425	-
Change in net assets - permanently restricted	-	-	-	-	-	-	-	-	-	-	-	-	-	1,371,425	1,371,425
Net assets at beginning of year - permanently restricted	-	-	75,000	7,768	501,660	-	-	-	-	-	-	-	-	-	584,428
Net assets at end of year - permanently restricted	$ -	$ -	$ 75,000	$ 7,768	$ 501,660	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,371,425	$ 1,955,853

This statement should be read in conjunction with the accompanying consolidated financial statements and notes thereto.

FEDCAP REHABILITATION SERVICES, INC. AND SUBSIDIARIES

Consolidated Schedule of Functional Expenses

For the year ended September 30, 2018 (with comparative totals for the year ended September 30, 2017)

	2018							2017
	Program Services			Supporting Services				
	Contract Services and Products	Rehabilitation and Vocational Programs	Total	Management and General	Development	Total	Total Expenses	Total Expenses
Salaries and related expenses	$ 64,831,121	$ 87,171,397	$ 152,002,518	$ 18,061,071	$ 543,763	$ 18,604,834	$ 170,607,352	$ 154,660,498
Professional fees	113,423	25,140,718	25,254,141	2,759,130	420,672	3,179,802	28,433,943	17,090,960
Professional development and evaluation	52,094	747,241	799,335	132,123	4,025	136,148	935,483	660,987
Materials and supplies	3,608,680	1,797,653	5,406,333	210,071	18,540	228,611	5,634,944	5,629,326
Commissions	2,656,552	11,500	2,668,052	-	-	-	2,668,052	2,943,520
Telephone	174,268	911,010	1,085,278	574,671	7,514	582,185	1,667,463	1,271,348
Postage and shipping	760,678	243,769	1,004,447	78,091	3,626	81,717	1,086,164	1,022,196
Insurance	1,373,800	1,283,658	2,657,458	664,319	8,609	672,928	3,330,386	2,371,710
Occupancy costs	2,427,298	14,728,399	17,155,697	2,167,689	39,011	2,206,700	19,362,397	15,756,227
Equipment rental and maintenance	835,996	610,584	1,446,580	251,619	9,045	260,664	1,707,244	1,520,182
Equipment purchases	340,665	460,452	801,117	23,478	726	24,204	825,321	962,987
Client transportation and travel	336,303	4,382,234	4,718,537	659,059	60,186	719,245	5,437,782	5,668,620
Subscription and printing	25,142	108,809	133,951	88,013	9,997	98,010	231,961	251,122
Technology	453,739	1,700,845	2,154,584	2,062,538	48,820	2,111,358	4,265,942	3,284,437
Interest expense and bank charges	49	37,509	37,558	3,528,905	260	3,529,165	3,566,723	3,079,150
Bad debt provision (recovery)	-	10,877	10,877	4,589,854	250,000	4,839,854	4,850,731	299,600
Subcontractor expense	15,845,823	13,440,507	29,286,330	167,236	-	167,236	29,453,566	27,807,907
Stipends	32,225	4,396,280	4,428,505	50,720	5,056	55,776	4,484,281	3,835,041
Security guard expense	17,820	1,016,874	1,034,694	16,075	13	16,088	1,050,782	924,131
Other	814,148	2,372,594	3,186,742	223,719	435,126	658,845	3,845,587	5,057,893
Total expenses before depreciation and amortization	94,699,824	160,572,910	255,272,734	36,308,381	1,864,989	38,173,370	293,446,104	254,097,842
Depreciation and amortization	256,277	888,688	1,144,965	3,286,076	962	3,287,038	4,432,003	4,116,984
Total expenses	$ 94,956,101	$ 161,461,598	$ 256,417,699	$ 39,594,457	$ 1,865,951	$ 41,460,408	$ 297,878,107	$ 258,214,826

This schedule should be read in conjunction with the accompanying consolidated financial statements and notes thereto.

GRANITE PATHWAYS

Powered by FEDCAP

BOARD OF DIRECTORS

William Rider, Interim Chairman

Lynne Westaway, Treasurer

Deborah Jameson

Courtney Gray-Tanner

Nick Brattan
C/O NE Documents Systems

Mark Lore

Jacqueline Ellis, Board Chair of Seacoast Pathways

Heather Blumenfeld, SHRC Peer Leadership Council

ROBIN FISK, JD, MHCDS

SENIOR VICE PRESIDENT OCCUPATIONAL HEALTH

- Experienced health lawyer with a demonstrated record working with teams to build networks, projects and companies
- A practical visionary working on health delivery system transformation,
- Functioned as in-house counsel for managed care companies in metro New York, Texas and Massachusetts
- Served as lead counsel for 4 insurer start-ups, several service line and service area expansions and as contract counsel to a national provider
- Detail-oriented draftsperson, experienced with designing and documenting complex health system structures and financial risk arrangements
- Served as specialty counsel to system legal departments.
- Incorporates her big picture view and coaching style into her work
- Compliance-minded professional with demonstrated capability managing regulatory relationships

EXPERIENCE

2017 to present Senior Vice President, Occupational Health Fedcap Rehabilitation Services, Inc.

- Responsible for overall division management, program expansion, and development, fiscal integrity, quality compliance and external relationships

2016 to 2017 Corporate Counsel, Apria Healthcare, LLC

- Advised on managed care contracts for national durable medical equipment company

2000 to 2016 Fisk Law Office, PLLC

- Represented health providers, insurers and health plans with an emphasis on commercial, Medicare & Medicaid plans, business arrangements, contract negotiations, claim payment, compliance and regulatory relations
- Functioned as in-house counsel for managed care companies in metropolitan New York, Texas and Massachusetts
- Served as lead counsel for 4 insurer start-ups, several service line and service area expansions and as contract counsel to a national provider

2008 to 2015 Adjunct Instructor, Health Law & Ethics, Plymouth State University MBA Program

2006 to 2011 Contributor, Managed Care Contracting and Provider Payment

- Author of online column on managed care contracting and issues between payers and providers

EDUCATION AND CERTIFICATIONS

- Dartmouth College, Tuck School - The Dartmouth Institute, Master of Health Care Delivery Science, 2017
- Boston University School of Law, Boston, MA. J.D.
- University of Pittsburgh, Pittsburgh, PA, B.A.

- Additional Courses: Courses toward LLM in Taxation at the University of Baltimore School of Law. Courses in Financial and Managerial Accounting, Harvard University Extension

CERTIFICATIONS

Law Licenses in Maryland (inactive); New Hampshire

CRAIG S. STENNING

SENIOR VICE PRESIDENT NEW ENGLAND REGION

QUALIFICATIONS

- Founder and CEO of CODAC Behavioral Health Centers in Rhode Island
- Credited with growing agency to become the largest outpatient provider of recovery services in the New England region
- Extensive government experience, appointed in 2000, as the State of Rhode Island's first Director for the Office of Behavioral Healthcare; in 2004, as the Director of Developmental Disabilities and in 2008, as the Director of the Department of Behavioral Health, Developmental Disabilities and Hospitals—serving in that capacity for two different administration
- Credited for implementing the "Employment First" initiative in Rhode Island, which transitioned individuals from sheltered workshops to integrated community employment

EXPERIENCE

2017 to present **Executive Director, Community Work Services (CWS) and EasterSeals RI; Senior Vice-President for the New England Region, Fedcap Rehabilitation Services, Inc.**

- Responsible for overall program management, program expansion and development, fiscal integrity, quality compliance and external relationships
- Oversight day to day operations of New England division of Fedcap's support services

2015 to 2017 **Executive Director, Easter Seals NY and RI; Senior Vice-President for Occupational Health, Fedcap Rehabilitation Services, Inc.**

- Responsible for the development, funding, licensing and quality assurance of a community based system of care for individuals with substance use disorders and mental health issues – residential, partial hospitalization, intensive outpatient and outpatient; development, funding, licensing and quality assurance of a community based system of care for individuals with intellectual disabilities; and oversight and director of the state's only public medical and psychiatric hospital.

2008 to 2015 **Director, RI Department of Behavioral Healthcare, Developmental Disabilities and Hospitals (formerly MHRH)**

- Appointed and Confirmed under two administrations

2000 to 2008 **Executive Director, Division of Behavioral Health Care Services MHRH – State of Rhode Island**

EDUCATION AND CERTIFICATIONS

- University of Rhode Island, B.A. Degree in Political Science and Urban Studies
- University of Rhode Island, Master's Degree in Public Administration
- Honorary Doctor of Health Sciences, 2011 Rhode Island College

CERTIFICATIONS

- Kennedy School of Public Policy, Harvard University, Senior Leadership Training Program.

- University of Miami and National Institute of Mental Health, Drug Abuse Training Center, Clinical Course
- Yale University, Drug Dependence Institute
- University of Rhode Island, College of Business, Administrative Planning for Non-Profit Agencies
- Leadership Rhode Island, Community Leadership Development Program

PATRICIA M. REED

NEW HAMPSHIRE STATE DIRECTOR

Demonstrated Executive with nearly 30 years' experience serving individual in children and youth services, addiction services, residential treatment and disabilities

EXPERIENCE

2018 New Hampshire State Director, Fedcap Rehabilitation Services, Inc., Manchester, NH

- Responsible for overall program management, program expansion and development, fiscal integrity, quality compliance and external relationships in New Hampshire for Granite Pathways, Inc.

2017 to 2018 Consultant

- Provide system analysis and consultation for a variety of entities providing services to individuals with intellectual and other developmental disabilities and behavioral health needs
- Led three NH regional agencies serving this population to plan for youth with challenging behaviors to receive adult services to meet their needs in a community based context

2015 to 2017 Vice President and Chief Operating Officer, Lakeview Management, Inc., Austin TX

- Responsible to provide program and operations consultation and support to Lakeview Specialty Hospital and Rehabilitation Center in Waterford, WI
- Directed to develop relationships with funders and providers in other states to pursue program development to most effectively utilize Lakeview's resources
- Represented the company in all matters for New England, New Jersey and Pennsylvania

2015 Executive Director, Lakeview Neurorehabilitation Center, Inc., Effingham, NH

- Responsible to provide program and operations consultation and support to Lakeview Specialty Hospital and Rehabilitation Center in Waterford, WI
- Directed to develop relationships with funders and providers in other states to pursue program development to most effectively utilize Lakeview's resources
- Represented the company in all matters for New England, New Jersey and Pennsylvania

2014 to 2015 Children's Director, NH Bureau of Behavioral Health, Concord, NH

- Responsible to provide leadership in planning and development of the state children's behavioral health system, act as liaison between CMHC Children's programs and the state office for program and client specific information exchange and problem solving
- Provided support to implement statewide initiatives
- Represented the Department of Health and Human Service on the Children's Behavioral Health Collaborative Executive Committee, Steering Committee and various workgroups
- Co-coordinated the Safe Schools/Health Students grant with the Department of Education

2011 to 2014 Project Director, Health Profession Opportunity Project, NH Office of minority Health and Refugee Affairs, Concord, NH

- Directed and implemented a five-year, $12 million-dollar healthcare workforce development grant to recruit, train and place low income individuals in healthcare jobs
- Developed RFP's, negotiated and managed contracts, and monitored grant and contractor budgets
- Worked closely with regional health care providers to understand their workforce needs; partnered with educational programs and other community groups to ensure that the individuals are well prepared to meet employer expectations for technical and soft skills
- Provided leadership and direction to develop innovative strategies to overcome system based barriers to education, training and self-sufficiency for NH citizens
- Collaborated with other NH workforce programs to efficiently use available resources to achieve shared employment goals

2002 to 2010 Senior Director of Clinical Services, Easterseals of NH, Manchester, NH

- Provided leadership and oversight for the design, organization and delivery of clinical services for the Easterseals NH, including the development of Autism Services, an adolescent program for dual disorder treatment, residential DBT program and management of a residential treatment program for adults with substance abuse issues
- Provided oversight for the DCYF Administration Case Review contract
- Developed and monitored budgets for programs
- Worked collaboratively with Easterseals Development to write federal, state, and foundation grants, progress reports and budget monitoring
- Directed to developed relationships with funders and providers in other states to pursue program development to most effectively utilize Lakeview's resources

EDUCATION

- Boston College, Chestnut Hill, MA: Graduate School of Arts and Science Department of Sociology (Four Year Doctoral Work)
- B.A. Norte Dame College, Manchester, NH Major- Behavioral Science/ Minor- English Summa Cum Laude, Dean's List

RESEARCH EXPERIENCE

Contracted to assist staff and clients on three community based residential facilities in the development of client self-government programs through participant observation and didactics. Responsible for both training and evaluation. Sites included Seacoast Mental Health Center- Portsmouth, NH and Greater Manchester Mental Health Center- Manchester, NH. Responsible for leading the research design, data collection and reporting for the evaluation of a partial Hospital Program. The primary methodology was intensive interviewing.

Wellington O. Njoku

An ambitious health care Finance Professional with sound judgment and decision-making skill; Extensive experience in Home Health, Hospice and Hospital Medicare, Medicaid, MCO billing and revenue cycle management.

Education

Oral Roberts University, Tulsa, Oklahoma
Master's in Business Administration (MBA)
Federal University of Technology Owerri, Nigeria
Bachelor of Science, Engineering

Certifications:
HFMA – Certified Healthcare Finance Professional (in progress)
CIMA – Certificate of Business Accounting
NIM - Proficiency Certificate in Management

Highlights and Proficiencies

- Over 6 years of experience in the Health Care industry
- Over 4 years of effective management in Healthcare Finance.
- Understanding of Medicare and Medicaid regulatory requirements.
- Excellent presentation skills
- Knowledge of HMOs, Medicare and Medicaid billing requirements
- Strong Analytical and Critical thinking skills
- Strategic planning experience in the Healthcare industry
- Knowledge of HIPAA compliance
- Extensive knowledge of several medical billing software
- Denied Claim analysis and resolution
- Medicare and Commercial Insurance eligibility determination

Professional History

FEDCAP Rehabilitation Services, NY, NY
Billing & Collections Specialist
2/2017- Current

- Processed and sent billing claims (electronic & paper) to various payers including Health First, Senior Health partners, ICS, Visiting Nurses etc.
- Accounts Receivables
- Cash Posting
- Produced biweekly billing reports which are presented to management.
- Conducted insurance benefits and eligibility checks for Clients'/Patients
- Monitored and ensured the payment for services provided
- Monitored accounts receivable and ensured the Aging stays below 90 days
- Monitored all client accounts receivable activity and performance and initiated appropriate corrective measures as needed.

- Researched and solved complex billing and account receivable problems

Magna Health Care Inc. Broken Arrow, OK
Billing/ Revenue Cycle Manager
8/2013 – 1/2017

- Monitored and worked with the Chief compliance officer to ensure prompt compliance with existing and new regulations from Medicare, Medicaid and other contracts.
- Worked with the Chief Operating Office to ensure prompt filing of all required financial and regulatory document.
- Reviewed and developed a more effective audit process
- Reviewed and developed new billing policy and procedures for Magna Home Health, Magna Hospice and Magna Community living Services.
- Developed processes for the efficient and successful flow of interdependent information between Direct Care/Clinical staff and the billing department; and between the billing department and Senior Management.
- Served as in-house project manager on various software implementation projects
- Served as the contact person/ liaison for our software vendors
- Presented monthly billing reports to the Financial controller
- Presented Quarterly billing reports to CFO, COO and their teams.
- Provided Software training for new employees
- Served as resource person various project teams and conducted feasibility studies and analyses of acquisitions and startup projects.
- Developed User manuals: "How toes" handbooks for various software
- Served as contact person in the acquisition, research and selection of Software
- I developed processes and policies for handling Appeals, Denials, Recoupments, and Secondary payer and other complex billing situations.
- Resolves complex Client, Billing & Claims issues when necessary.
- Oversaw the billing and collections department of Magna Home Health, Magna Hospice and Magna Community living services.

Magna Health Care, Inc. Broken Arrow, OK
Billing Coordinator
8/2011 – 7/2013

- I coordinated the activities of three others billing staffs in the claims/billing department.
- I processed and sent billing claims (electronic & paper) to various payers including Medicare, Humana and other Commercial Insurance
- I produced biweekly billing reports which are presented to management.
- I conducted insurance benefits and eligibility checks for Clients'/Patients
- I monitored and ensured the payment of Outliers by Medicare where applicable.
- Identified "bottlenecks" in the billing process and suggested new and improved processes that reduced the overall billing cycle.
- I coordinated the daily performance of the billing department and all accounts receivable operations
- Created a financial Scorecard to monitor and communicate the financial performance of Magna Home Health to Management.

- Oversaw the transition into new billing software and coordinated the appropriate setup of different payers' electronic claims and billing profiles.
- Monitored all client accounts receivable activity and performance and initiated appropriate corrective measures as needed.

Magna Health Care, Inc. Broken Arrow, OK
IT Support Staff/ Trainer
5/2010 - 8/2011

- Install and perform minor repairs to hardware, software, or peripheral equipment, following design or installation specifications.
- Set up equipment for employee use, performing or ensuring proper installation of cables, operating systems, or appropriate software.
- Maintain records of IT inventory, daily data communication transactions, problems and remedial actions taken, or installation activities.
- Manage user and resource accounts in Active Directory.
- Perform daily server and backup operations.
- Ensure computers have the mandatory security software to protect against external threats.
- Refer major hardware or software problems or defective products to vendors or technicians for service
- Confer with staff, users, and management to establish requirements for new systems or modifications.
- Read technical manuals, confer with users, or conduct computer diagnostics to investigate and resolve problems or to provide technical assistance and support.
- Develop training materials and procedures, or train users in the proper use of hardware or software.
- Answer user inquiries regarding computer software or hardware operation to resolve problems.
- Served as a resource person on various software – including
- Served as the in-house project Manager on various software implementation projects

Federal University of Technology, Yola, Nigeria
Graduate Assistant
8/2007 – 7/2008

- Taught Material Science and Engineering Tutorial classes to second year Engineering students
- Taught Corrosion Engineering Tutorial Classes to third year Engineering students
- I provided guidance to final years mechanical engineering students on how to locate appropriate information on their final year projects.
- I provided administrative assistance to Head of Department (Chair) of Mechanical Engineering Department. Assisted in invigilating students in both Examination and Test exercises

REFERENCES AVALAIBLE UPON REQUEST

DONNA KEEFE

EDUCATION | Trinity High School, Manchester, NH
Springfield College – BS Human Services/Administration
Recovery Coach Academy & Training of Trainers – certified

EXPERIENCE | **12/1/2015 – Present**

DIRECTOR OF NEW INITITIVES – GRANITE PATHWAYS NH

Granite Pathways is a subsidiary of Fedcap. As the Director of New Initiatives, I manage the local day to day infrastructure and work with referring agencies to identify, develop and maintain relationships pertaining to billing, community relations and development. I was also instrumental with the startup program development and implementation of 5 programs in NH, other duties include: staff supervision, communication management with our corporate office and BOD communications.

9/2013 – 12/1/2015
NE DIRECTOR OF ADMISSIONS & CLIENT SERVICES
FEDCAP REHABILITATION SERVICES
As the NE Director of Admissions & Client Services, I supervised the admissions process throughout the Fedcap NE regions working with all the referring agencies to identify, develop and maintain relationships pertaining to billing & client services. In this role, I worked in RI to systematically manage the federally mandated Interim Settlement Agreement that shut down segregated workshops for the DD population. The Fedcap team in RI developed programs and systems to train the IDD population to be gainfully employed in the community. This effort is nationally recognized as Fedcap continues to educate other national agencies via our RI, National Center Institute for System Improvement seminars available on the Fedcap website.

1995 – 2013

DIRECTOR OF ADMISSIONS
EASTER SEALS NH, ME, NY, VT
As Director of Admissions for the Adolescent Residential/Educational Psychiatric & Neurobehavioral Programs I was responsible for the admissions and transitions process within the continuum of care programs as well as the final discharges from Easter Seals. I managed referrals from various states and agencies where I applied knowledge of differing state and agency placement requirements/laws. In addition to working with families I managed the monthly billing, file retention, census/wait list for 6 satellite intensive residential group homes and over 75 foster homes. I implemented may systems to manage the complex admission/discharge process.

1992 – 1995

City of Manchester NH School Department
Served as a liaison between team members – parents, teachers, administrators and students. I was responsible to implement behavior plans/procedures to transition special education students back into the traditional classroom from an alternative/self-contained classroom. I also worked closely and supported low income families through the IEP process at the inner-city schools.

1988-1992
SERESC – BIRCHWOOD HIGH SCHOOL
Aided in developing class curriculums in this alternative setting for the Seriously Emotionally Disturbed students. Taught classes under supervision of teacher, organized field trips and participated in all goal-oriented programs working 1:1 with the students if needed.

AWARDS/RECOGNITIONS/Trainings

1997 – Easter Seals President's Meritorious Award - for outstanding service by an employee

2000 – Easter Seals NH, VT, NY, Employee of the Year – Chosen from 1,200 employees

2003 – Easter Seals Service First Award – Customer Service Award

2004 – Crisis Intervention and Physical Restraint Training

2005 – State of NH DCYF/DJJS Directors Award – this award is given yearly to one NH individual who goes above and beyond to help the state workers solve their difficult cases

2015 – Mental Health First Aid USA

2016 – CCAR Recovery Coach Academy & Training of Trainers Program

2016 – NAMI NH's Connect Suicide Prevention Training

2016 – Crisis Intervention in the Workplace

2016 – Breaking the Stigma – Language Training

2017 – First Aid/CPR and Narcan Training

KAREN VAUGHAN

Project Manager/Writer/Trainer

Training / Education / Video

Creative team leader committed to delivering projects within the defined scope, on time, and on budget. Managed multiple projects with creative teams using concise, and effective communications.

TECHNICAL SKILLS

Adobe Creative Cloud – Premier Elements Video Editing - Final Cut Pro Video Editing – Photoshop - Microsoft Office Products -MS Project – Microsoft Visio - Sage Accounting - Captivate – Lectora - Camtasia – Movie Magic Budget/Scheduling – Final Draft Script Writing

EDUCATION/TRAINING

University of Portland, Portland, OR
BA - Psychology/ Communication/ Marketing
Boston University, Boston, MA
MS Communication Coursework
PMP-Project Management Professional
Project Management Institute, Newton, PA
PMI-ACP Agile PM Coursework
PMI NH Chapter
Final Cut Pro Video Editing
Skillset, London, UK
Recovery Coach Academy
NHADACA Concord NH
Teaching English as a Second Language
ILS, Toronto, Canada

PROFESSIONAL ORGANIZATIONS

Project Management Institute
New Hampshire Chapter

EXPERIENCE

PROJECT MANAGER
GRANITE PATHWAYS CONCORD, NH

Project Management for state wide Mental Health and Substance Use Disorder Agency. Responsible for Budgeting of new and existing programs, State contract liaison, oversee billing development of program policy requirements. Assist with start-up program development and implementation.
Supervision of new staff and communication management with local and corporate staff. Coordinates BOD meetings.

PROJECT MANAGER / TRAINER
FREELANCE – MANCHESTER, NH
PROJECTS

MANCHESTER SCHOOL DISTRICT – SUBSTITUTE TEACHER
Manchester, NH 2017-Present
Substitute Teacher at the Manchester High Schools.

B WELL WITH BETH FINNIGAN - PROJECT MANAGER
Manchester, NH 2017-Present
Certified Holistic Health Coach Practitioner. Project management for launch of an educational health program. Responsibilities include scheduling, training video production and training materials editing.

MA DOC TRAINING ACADEMY - P.M. INSTRUCTIONAL DESIGN
MILFORD, MA 2015-2017
Instructional Design for an educational program to comply with the new PREA law for the Department of Justice. The project included developing blended curriculum for adult learners and organizing a national curriculum launch event. Responsible for Instructional design, classroom training materials, video production, eLearning and testing.

CONSULTANT PROJECT MANAGER
POWERHOUSE CONSULTING, BEDFORD, NH

2012-2014
Project Management for contact center training projects. Performed program analytics, elicited program requirements, analyzed KPIs and assisted with curriculum development. Projects include MedStar Health Assessment and NYU Langone Medical Center. Developed training materials for on-boarding and re-training adult learners. Communicated project updates and reports to key stakeholders.

PROGRAM MANAGER / WRITER
ROW PRODUCTIONS, LONDON ENGLAND

2000-2012
Independent Production Company specializing in video and training, production. Responsible for program development, business cases, complex budgets and schedules, managing creative teams and analysis for key stakeholders. Produced creative projects, delivering finished projects that met the project scope, on time and on budget including: curriculum development and teaching project management, script and copywriting courses and Film Education Workshops curriculum for teachers.

Granite Pathways Inc.
Recovery Access Point Services HUB Manchester & Nashua Sites
"Upon Approval from G&C" - June 30, 2020

KEY PERSONNEL						
Position Title	Staff Name	Site	Salary During 1st Contract Period	FTE	Salary 2nd Contract Period	Amount Paid from this Contract
Snr VP Occupational Health	Robin Fisk	Nashua	$76,502	13%		$9,563
Snr VP Occupational Health	Robin Fisk	Manchester	$76,502	13%		$9,563
Snr VP Occupational Health	Robin Fisk	Nashua & Manch		5%	$ 153,004	$7,650
Snr VP New England Region	Craig Stenning	Nashua	$80,007	13%		$10,001
Snr VP New England Region	Craig Stenning	Manchester	$80,007	13%		$10,001
State Director	Patricia Reed	Nashua	$45,001	25%		$11,250
State Director	Patricia Reed	Manchester	$450,001	25%		$11,250
State Diirector	Patricia Reed	Nashua & Manch		25%	$ 90,001	$22,500
Business Manager Occupational Health	Wellington Njoku	Nashua	$29,994	5%		$1,500
Business Manager Occupational Health	Wellington Njoku	Manchester	$29,994	5%		$1,500
Business Manager Occupational Health	Wellington Njoku	Nashua & Manch		5%	$ 59,990	$2,999
Director, New Initiatives	Donna Keefe	Manchester	$37,128	100%		$37,128
Project Manager	Karen Vaughan	Nashua	$25,002	100%		$25,001
						$159,906

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

BUREAU OF DRUG AND ALCOHOL SERVICES

Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

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

October 17, 2018

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

REQUESTED ACTION

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

Vendor Name	Vendor ID	Vendor Address	Amount
Androscoggin Valley Hospital, Inc.	TBD	59 Page Hill Rd. Berlin, NH 03570	$1,559,611
Concord Hospital, Inc.	177653-B003	250 Pleasant St. Concord, NH, 03301	$1,845,257
Granite Pathways	228900-B001	10 Ferry St, Ste. 308, Concord, NH, 03301	$5,008,703
Littleton Regional Hospital	TBD	600 St. Johnsbury Road Littleton. NH 03561	$1,572,101
LRGHealthcare	TBD	80 Highland St. Laconia, NH 003246	$1,593,000
Mary Hitchcock Memorial Hospital	177651-B001	One Medical Center Drive Lebanon, NH 03756	$1,543,788
The Cheshire Medical Center	155405-B001	580 Court St. Keene, NH 03431	$1,593,611
Wentworth-Douglass Hospital	TBD	789 Central Ave. Dover, NH 03820	$1,890,416
		Total	**$16,606,487**

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

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

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

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

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

EXPLANATION

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

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

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

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

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

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

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

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

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

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

Area served: Statewide

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

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

Respectfully submitted,

Katja S. Fox
Director

Approved by:

Jeffrey A. Meyers
Commissioner

05-95-92-920510-7040 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV OF, BUREAU OF DRUG & ALCOHOL SERVICES, STATE OPIOID RESPONSE GRANT			
100% Federal Funds			
Activity Code: 92057040			
Androscoggin Valley Hospital, Inc			
Vendor # TBD			
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**
2019	Contracts for Prog Svs	102-500731	$ 805,133.00
2020	Contracts for Prog Svs	102-500731	$ 738,478.00
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			**$ 1,543,611.00**
Concord Hospital, Inc			
Vendor # 177653-B003			
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**
2019	Contracts for Prog Svs	102-500731	$ 947,662.00
2020	Contracts for Prog Svs	102-500731	$ 897,595.00
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			**$ 1,845,257.00**
Granite Pathways			
Vendor # 228900-B001			
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**
2019	Contracts for Prog Svs	102-500731	$ 2,380,444.00
2020	Contracts for Prog Svs	102-500731	$ 2,328,259.00
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			**$ 4,708,703.00**
Littleton Regional Hospital			
Vendor # TBD			
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**
2019	Contracts for Prog Svs	102-500731	$ 815,000.00
2020	Contracts for Prog Svs	102-500731	$ 741,101.00
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			**$ 1,556,101.00**
LRGHealthcare			
Vendor # TBD			
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**
2019	Contracts for Prog Svs	102-500731	$ 820,000.00
2020	Contracts for Prog Svs	102-500731	$ 773,000.00
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			**$ 1,593,000.00**

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

SUB TOTAL			**$ 16,274,487.00**

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

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

TOTAL	**$ 16,606,487.00**

FORM NUMBER P-37 (version 5/8/15)

Subject: Access and Delivery Hub for Opioid Use Disorder Services (SS-2019-BDAS-05-ACCES-05)

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Granite Pathways		1.4 Contractor Address 10 Ferry St, Ste. 308, Concord, NH, 03301	
1.5 Contractor Phone Number (603) 225-9540	1.6 Account Number 05-95-92-7040-500731 05-95-92-2559-500731	1.7 Completion Date September 29, 2020	1.8 Price Limitation $5,008,703
1.9 Contracting Officer for State Agency Nathan D. White Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory Robin J. Fisk, Senior VP Occupational Health, The Fedcap Group, Inc.	

1.13 Acknowledgement: State of NH, County of Merrimack

On Oct. 22, 2018, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[Seal]

APRIL L. AREL, Notary Public
State of New Hampshire
My Commission Expires April 20, 2021

1.13.2 Name and Title of Notary or Justice of the Peace

April Arel

1.14 State Agency Signature Date: 10/22/18	1.15 Name and Title of State Agency Signatory Katja S. Fox, Director
1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:	Director, On:
1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By:	On: 10/22/2018
1.18 Approval by the Governor and Executive Council *(if applicable)* By:	On:

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

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

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

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

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

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

Contractor Initials YQ
Date 10/22/18

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

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

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

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

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

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

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

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

Contractor Initials
Date 10/22/18

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials

Date 10/22/18

Scope of Services

1. Provisions Applicable to All Services

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

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

1.3. For the purposes of this contract, the Contractor shall be identified as a subrecipient, in accordance with 2 CFR 200.0. *et seq.*

1.4. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after September 29, 2020, and the Department shall not be liable for any payments for services provided after September 29, 2020, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2020-2021 and SFY 2022-2023 biennia.

2. Scope of Work

2.1. The Contractor will develop, implement and operationalize a Regional Hub for substance use disorder treatment and recovery support service access (Hub).

2.2. The Contractor shall provide residents in the Manchester and Nashua Regions with access to referrals to substance use disorder treatment and recovery support services and other health and social services.

2.3. The Contractor shall participate in technical assistance, guidance, and oversight activities directed by the Department for implementation of Hub services.

2.4. The Contractor shall have the Hub operational by January 1, 2019 unless an alternative timeline has been approved prior to that date by the Department.

2.5. The Contractor shall collaborate with the Department to develop a plan no later than July 1, 2019 for the resources, timeline and infrastructure requirements to develop and maintain a centralized referral database of substance use disorder and mental health treatment providers.

2.5.1. The database shall include the real-time availability of services and providers to ensure rapid placement into appropriate levels of care for Hub clients which the Hub will update daily, at a minimum.

2.5.2. The data and the centralized database shall be the property of the Department.

2.6. The Contractor shall operationalize the use of the centralized database at a date agreed upon between the Department and the Contractor based on securing the resource needs identified in 2.5.

2.7. The Contractor shall collaborate with the Department to assess the Contractor's level of readiness, capacity and additional resource needs required to expand Hub services in-house to include, but not be limited to:

2.7.1.1. Medication assisted treatment induction at emergency rooms and facilitated coordination with ongoing hub care coordination inclusive of the core principles of the Medication First Model.

2.7.1.2. Outpatient and inpatient substance use disorder services, in accordance with ASAM.

2.7.1.3. Coordinating overnight placement for Hub clients engaged in Hub services between the hours of 5 pm to 8 am in need of a safe location while awaiting treatment placement the following business day.

2.7.1.4. Expanding populations for Hub core services.

2.8. The Contractor shall collaborate with the Department to identify gaps in financial and staffing resources throughout the contract period.

2.9. The Contractor, either alone or in collaboration with other Hubs, shall ensure formalized coordination with 2-1-1 NH as the public facing telephone service for all Hub service access. This coordination shall include:

2.9.1. Establishing an MOU with 2-1-1 NH which defines the workflows to coordinate 2-1-1 NH calls and Hub activities including the following workflow:

2.9.1.1. Individuals seeking substance use disorder treatment services will call 2-1-1 NH;

2.9.1.2. If an individual is seeking information only, 2-1-1 NH staff will provide that information;

2.9.1.3. If an individual is in an SUD related crisis and wants to speak with a licensed counselor and/or is seeking assistance with accessing treatment services, 2-1-1 NH staff will transfer the caller to the Hub or on-call Hub clinician.

2.9.2. The MOU with 2-1-1 NH shall include a process for bi-directional information sharing of updated referral resource databases to ensure that each entity has recently updated referral information.

2.10. The Contractor shall establish formalized agreements for coordination of services and case management services provided by Integrated Delivery Networks (IDNs) to reduce duplication of services and leverage existing integrated care projects in their region.

2.11. The Contractor with the assistance of the Department shall attempt to establish formalized agreements with:

2.11.1. Medicaid Managed Care Organizations to coordinate case management efforts on behalf of the client.

2.11.2. Private insurance carriers to coordinate case management efforts on behalf of the client.

2.12. The Contractor shall be required to create policies for obtaining patient consent to disclose protected health information as required by state administrative rules and federal and state laws for agreements reached with Managed Care Organizations and private insurance carriers as outlined in Subsection 2.11.

2.13. The Contractor shall develop a Department approved conflict of interest policy related to Hub services and self-referrals to Hub organization substance use disorder treatment and recovery support service programs funded outside of this contract that maintains the integrity of the referral process and client choice in determining placement in care.

3. Scope of Work for Hub Activities

3.1. The Contractor shall ensure that unless an alternative schedule for the Hub to meet the needs of the community is proposed and approved by the Department, the Hub provides, in one location, during normal business hours (8am-5pm) Monday through Friday, at a minimum:

3.1.1. A physical location for clients to receive face-to-face services.

3.1.2. Telephonic services for calls referred to the Hub by 2-1-1 NH.

3.1.3. Screening to assess an individual's potential need for Hub services.

3.1.4. Crisis intervention and stabilization which ensures that individuals in an acute OUD related crisis that require immediate, non-emergency intervention are provided with crisis intervention counseling services by a licensed clinician. If the client is calling rather than physically presenting at the Hub, this includes, but is not limited to:

3.1.4.1. Directing callers to 911 if a client is in imminent danger or there is an emergency.

3.1.4.2. If the client is unable or unwilling to call 911, the Hub shall contact emergency services.

3.1.5. Clinical evaluation including:

3.1.5.1. Evaluation of all American Society of Addiction Medicine Criteria (ASAM, October 2013), domains.

3.1.5.2. A level of care recommendation based on ASAM Criteria (October 2013).

3.1.5.3. Identification of client strengths and resources that can be used to support treatment and recovery.

3.1.6. Development of a clinical service plan in collaboration with the client based on the clinical evaluation referenced in Paragraph 3.1.5. The service plan shall include, but not be limited to:

3.1.6.1. Determination of an initial ASAM level of care.

3.1.6.2. Identification of any needs the client may have relative to supportive services including, but not limited to:

3.1.6.2.1. Physical health needs.

3.1.6.2.2. Mental health needs.

3.1.6.2.3. Need for peer recovery support services.

3.1.6.2.4. Social services needs.

3.1.6.2.5. Needs regarding criminal justice/Division for Children, Youth, and Families (DCYF) matters.

3.1.6.3. Plan for addressing all areas of need identified in Subparagraph 3.1.6.2 by determining goals that are patient-centered, specific, measurable, attainable, realistic, and timely (SMART goals).

3.1.6.4. When the level of care identified in 3.1.6.1 is not available to the client within 48 hours of service plan development, the service plan shall include plans for referrals to external providers to offer interim services, which are defined as:

3.1.6.4.1. At least one sixty (60) minute individual or group outpatient session per week and/or;

3.1.6.4.2. Recovery support services, as needed by the client; and/or

3.1.6.4.3. Daily calls to the client to assess and respond to any emergent needs.

3.1.7. A staff person, which can be the licensed clinician, CRSW outlined in the Staffing section, or other non-clinical support staff, capable of aiding specialty populations in accessing services that may have additional entry points to services or specific eligibility criteria. Specialty populations include, but are not limited to:

3.1.7.1. Veterans and/or service members.

3.1.7.2. Pregnant women.

3.1.7.3. DCYF involved families.

3.1.7.4. Individuals at-risk of or with HIV/AIDS.

3.1.7.5. Adolescents.

3.1.8. Facilitated referrals to substance use disorder treatment and recovery support and other health and social services which shall include, but not be limited to:

3.1.8.1. Developing and implementing adequate consent policies and procedures for client-level data sharing and shared care planning with external providers, in accordance with HIPAA and 42 CFR Part 2.

3.1.8.2. Determining referrals based on the service plan developed in Paragraph 3.1.6.

3.1.8.3. Assisting clients with obtaining services with the provider agency, as appropriate.

3.1.8.4. Contacting the provider agency on behalf of the client, as appropriate.

3.1.8.5. Assisting clients with meeting the financial requirements for accessing services including, but not limited to:

3.1.8.5.1. Identifying sources of financial assistance for accessing services and supports, and;

3.1.8.5.2. Providing assistance in accessing such financial assistance including, but not limited to:

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

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

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

3.1.8.5.3. When no other payer is available, assisting clients with accessing services by maintaining a flexible needs fund specific to the Hub region that supports clients who meet the eligibility criteria for assistance under the NH DHHS SOR Flexible Needs Fund Policy with their financial needs including, but not limited to:

3.1.8.5.3.1. Co-pay and deductible assistance for medications and treatment services.

3.1.8.5.3.2. Treatment cost assistance to be provided when the needed service is not covered by the individual's public or private insurance.

3.1.8.5.3.3. Recovery housing vouchers.

3.1.8.5.3.4. Childcare.

3.1.8.5.3.5. Transportation.

3.1.8.5.3.6. Recreational and alternative therapies supported by evidence (for example, acupuncture).

3.1.8.5.4. Collaborating with the Department on defining the amount available and determining the process for flexible needs fund eligibility determination and notifying service providers of funds available in their region for clients to access.

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

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

3.1.9.2. Supporting clients in meeting the admission, entrance, and intake requirements of the provider agency.

3.1.9.3. Ongoing follow-up and support of clients engaged in services in collaboration or consultation with the client's external service provider(s) until such time that the discharge Government Performance and Results Act (GPRA) interview in 3.1.9.6.4 is completed including, but not limited to:

3.1.9.3.1. Attempting to contact each client at a minimum, once per week until such time that the discharge GPRA interview in Section 3.1.9.4 has been completed, according to the following guidelines:

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

3.1.9.3.1.2. If the attempt in 3.1.9.3.1.1 is not successful, attempt a second contact, as necessary, by telephone, in person or by an alternative method approved by the Department at such a time when the client would normally be available no sooner than two (2) days and no later than three (3) days after the first attempt.

3.1.9.3.1.3. If the attempt in 3.1.9.3.1.2 is not successful, attempt a third contact, as necessary, by telephone, in person or by an alternative method approved by the Department at such a time when the client would normally be available, no sooner than two (2) days and no later than three (3) days after the second attempt.

3.1.9.4. When the follow-up in 3.1.9.3 results in a determination that the individual is at risk of self-harm, the minimum attempts for contact shall be no less than three (3) times each week and aligned with clinical best practices for prevention of suicide.

3.1.9.5. When possible, client contact and outreach shall be conducted in coordination and consultation with the client's external service provider to ensure continuous communication and collaboration between the Hub and service provider.

3.1.9.5.1. Each successful contact shall include, but not be limited to:

3.1.9.5.1.1. Inquiry on the status of each client's recovery and experience with their external service provider.

3.1.9.5.1.2. Identification of client needs.

3.1.9.5.1.3. Assisting the client with addressing needs, as identified in Subparagraph 3.1.6.2.

3.1.9.5.1.4. Providing early intervention to clients who have relapsed or whose recovery is at risk.

3.1.9.6. Collecting and documenting attempts to collect client-level data at multiple intervals including, but not limited to ensuring the GPRA Interview tool is completed and entered into the Substance Abuse and Mental Health Services Administration's (SAMHSA's) Performance Accountability and Reporting System (SPARS), at a minimum:

3.1.9.6.1. At intake or within three (3) days following initial client contact.

3.1.9.6.2. Three (3) months post intake into Hub services.

3.1.9.6.3. Six (6) months post intake into Hub services.

3.1.9.6.4. Upon discharge from the initially referred service.

3.1.9.6.4.1. If the client is discharged from services before the time intervals in 3.1.9.6.2 or 3.1.9.6.3 the Hub must make every reasonable effort to conduct a follow-up GPRA for that client.

3.1.9.6.4.2. If a client is re-admitted into services after discharge or being lost to care, the Hub is not required to re-administer the intake GPRA but must complete a follow-up GPRA for the time interval in 3.1.9.6.2 and 3.1.9.6.3 closest to the intake GPRA

3.1.9.7. Documenting any loss of contact in the SPARS system using the appropriate process and protocols as defined by SAMHSA through technical assistance provided under the State Opioid Response grant.

3.1.9.8. Ensuring that contingency management strategies are utilized to increase client engagement in follow-up GPRA interviews which may include, but are not limited to gift cards provided to clients for follow-up participation at each follow-up interview which shall not exceed thirty dollars ($30) in value.

3.1.9.8.1. Payments to incentivize participation in treatment are not allowable.

3.1.10. Naloxone purchase, distribution, information, and training to individuals and organizations who meet the eligibility criteria for receiving kits under the NH DHHS Naloxone Distribution Policy regarding the use of naloxone.

3.2. The Contractor shall ensure that, at a minimum, after-hours (5pm to 8am), on-call, telephonic services are provided by a licensed clinician affiliated with one or more of the Hubs, seven (7) days a week and that the clinician has the ability to coordinate continued client care with the Hub in the individual's region.

3.2.1. On-call staffing by licensed clinicians shall be sufficient to meet the call volumes during the hours outlined in Subsection 3.2 to ensure that clients are not on hold or receiving busy signals when transferred from 2-1-1 NH.

3.2.2. The Contractor shall give preference to licensed clinicians with the ability to assess for co-occurring mental health needs.

3.2.3. Telephonic services to be provided include, at a minimum:

3.2.3.1. Crisis intervention and stabilization which ensures that individuals in an acute OUD related crisis that require immediate, non-emergency intervention are provided with crisis counseling services by a licensed clinician.

3.2.3.2. Directing callers to 911 if a client is in imminent danger or there is an emergency.

3.2.3.2.1. If the client is unable or unwilling to call 911, contacting emergency services on behalf of the client.

3.2.3.3. Screening.

3.2.3.4. Coordinating with shelters or emergency services, as needed.

3.2.3.5. Providing clinical evaluation telephonically, if appropriate, based on the callers mental state and health status.

3.2.3.6. Scheduling the client for face-to-face intake at the client's Hub for an evaluation and referral services, if determined necessary.

3.2.3.7. Ensuring a Continuity of Operations Plan for landline outage.

3.3. The Contractor shall obtain treatment consent forms from all clients served, either in-person or through electronic means, to ensure compliance with all applicable state and federal confidentiality laws.

3.4. The Contractor shall provide services for both day and overnight shifts in accordance with:

3.4.1. The twelve (12) Core Functions of the Alcohol and Other Drug Counselor.

3.4.2. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice, available at http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171.

3.4.3. The four (4) recovery domains as described by the International Credentialing and Reciprocity Consortium, available at http://www.internationalcredentialing.org/Resources/Candidate%20Guides/PR%20candidate%20guide%201-14.pdf.

3.4.4. TIP 27: Comprehensive Case Management for Substance Abuse Treatment, available at https://store.samhsa.gov/product/TIP-27-Comprehensive-Case-Management-for-Substance-Abuse-Treatment/SMA15-4215.

3.5. The Contractor shall utilize recent and inform any future developments of a comprehensive needs assessment of their region. The needs assessment shall be coordinated with existing regional partners including, but not limited to:

3.5.1. Regional Public Health Networks

3.5.2. Integrated Delivery Networks

3.5.3. Continuum of Care Facilitators

3.6. The Contractor shall inform the inclusion of regional goals into the future development of needs assessments in Subsection 3.5 that the Contractor and its partners in the region have over the contract period including, but not limited to reductions in:

3.6.1.1. Naloxone use.

3.6.1.2. Emergency Room use.

3.6.1.3. Overdose related fatalities.

3.7. The Contractor shall have policies and procedures that allow them to accept referrals and evaluations from SUD treatment and other service providers.

4. Subcontracting for Hubs

4.1. The Hub shall submit any and all subcontracts they propose to enter into for services provided through this contract to the Department for approval prior to execution.

4.2. The Hub may subcontract with prior approval of the Department for support and assistance in providing core Hub services; except that such core services shall not be subcontracted providers whose principal operations are to serve individuals with a specific diagnosis of substance use disorders. .

4.2.1. Core Hub services are defined, for purposes of this contract, as screening, assessment, evaluation, referral, continuous case management, GPRA data completion, and naloxone distribution.

4.2.2. The Hub shall at all times be responsible for continuous oversight of, and compliance with, all Core Hub services and shall be the single point of contact with the Department for those Core services.

4.2.3. Any subcontract for support and assistance in providing Core Hub services shall ensure that the patient experience is consistent across the continuum of Core Hub services and that the subcontracted entities and personnel are at all times acting, in name and in fact, as agents of the Hub. The Hub shall consolidate Core Hub services, to the greatest extent practicable, in a single location.

5. Staffing

5.1. The Contractor shall meet, at a minimum, the following staffing requirements:

5.1.1. Between 8am-5pm, 5 days/week, Monday through Friday:

5.1.1.1. At least one (1) clinician with the ability to provide clinical evaluations for ASAM level of care placement, in-person or telephonically;

5.1.1.2. At least one (1) Recovery support worker (CRSW);

5.1.1.2.1. The CRSW shall be able to fulfill recovery support and care coordination functions

5.1.1.3. A staff person, which can be a licensed clinician, CRSW, or other non-clinical support staff capable of aiding specialty populations as outlined in Paragraph 3.1.7.

5.1.2. Sufficient staffing levels that are appropriate for the services provided and the number of clients served based on available staffing and the budget established for the Hub.

5.1.3. All unlicensed staff providing treatment, education and/or recovery support services shall be under the direct supervision of a licensed supervisor.

5.1.4. No licensed supervisor shall supervise more than twelve (12) unlicensed staff unless the Department has approved an alternative supervision plan.

5.1.5. Peer clinical supervision is provided for all clinicians including, but not limited to:

5.1.5.1. Weekly discussion of cases with suggestions for resources or alternative approaches.

5.1.5.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision.

5.2. The Contractor must ensure sufficient licensed clinician telephone coverage, at a minimum, between the hours of 5 pm and 8 am, 7 days/week, who have the ability to provide services as outlined in Subsection 3.2. This may be provided either by the Contractor alone or in collaboration with other Hubs.

5.3. The Contractor must meet the training requirements for staff which include, but are not limited to:

5.3.1.1. For all clinical staff:

5.3.1.1.1. Suicide prevention and early warning signs.

5.3.1.1.2. The 12 Core Functions of the Alcohol and Other Drug Counselor.

5.3.1.1.3. The standards of practice and ethical conduct, with particular emphasis given to the individual's role and appropriate responsibilities, professional boundaries, and power dynamics.

5.3.1.1.4. An approved course on the twelve (12) core functions and The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice within twelve (12) months of hire.

5.3.1.1.5. A Department approved ethics course within twelve (12) months of hire.

5.3.1.2. For recovery support staff and other non-clinical staff working directly with clients:

5.3.1.2.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee.

5.3.1.2.2. The standards of practice and ethical conduct, with particular emphasis given to the individual's role and appropriate responsibilities, professional boundaries, and power dynamics, and confidentiality safeguards in accordance with HIPAA and 42 CFR Part 2, and state rules and laws.

5.3.1.2.3. The four (4) recovery domains as described by the International Credentialing and Reciprocity Consortium, available at http://www.internationalcredentialing.org/Resources/Candidate%20Guides/PR%20candidate%20guide%201-14.pdf.

5.3.1.2.4. An approved ethics course within twelve (12) months of hire.

5.3.1.3. Required trainings in Subsection 5.3 may be satisfied through existing licensure requirements and/or through Department approved alternative training curriculums and/or certifications.

5.3.1.4. Ensuring all recovery support staff and clinical staff receive continuous education regarding substance use disorders, at a minimum annually.

5.3.1.5. Providing in-service training to all staff involved in client care within fifteen (15) days of the contract effective date or the staff person's start date on the following:

5.3.1.5.1. The contract requirements.

5.3.1.5.2. All other relevant policies and procedures provided by the Department.

5.3.1.6. The Contractor shall provide its staff, subcontractors, or end users as defined in Exhibit K, with periodic training in practices and procedures to ensure compliance with information security, privacy or confidentiality in accordance with state administrative rules and state and federal laws.

5.4. The Contractor shall notify the Department in writing:

5.4.1. When a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program, within one (1) month of hire.

5.4.2. When there is not sufficient staffing to perform all required services for more than one (1) month, within fourteen (14) calendar days.

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

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

6. Reporting

6.1. The Contractor shall submit quarterly de-identified, aggregate client reports to the Department on each client served, as required by SAMHSA. The data shall include:

6.1.1. Diagnoses.

6.1.2. Demographic characteristics.

6.1.3. Substance use.

6.1.4. Services received and referrals made, by provider organization name.

6.1.5. Types of MAT received.

6.1.6. Length of stay in treatment.

6.1.7. Employment status.

6.1.8. Criminal justice involvement.

6.1.9. Housing.

6.1.10. Flexible needs funds used and for what purpose.

6.1.11. Numbers of naloxone kits distributed and by category, including but not limited to client, organization, family member, etc.

6.2. The Contractor shall report quarterly on federally required data points specific to this funding opportunity as identified by SAMHSA over the grant period.

7. Performance Measures

7.1. The Contractor shall attempt to complete a GPRA interview for 100% of Hub clients at intake or within three (3) days following initial client contact, at (3) months post intake, at six (6) months post intake, and upon discharge from Hub referred services.

7.2. In accordance with SAMHSA State Opioid Response grant requirements, the Contractor shall ensure that the GPRA interview follow-up rate at (3) months and six (6) months post intake for Hub clients is no less than 80%.

8. Deliverables

8.1. The Contractor shall have the Hubs in the Manchester and Nashua Regions operational by January 1, 2019 unless an alternative timeline has been submitted to and approved by the Department.

8.2. The Contractor shall collaborate with the Department to develop a report by July 1, 2019 to determine the Contractor's level of readiness, capacity and resource needs required to expand services in-house as outlined in Subsection 2.7.

8.3. The Contractor shall collaborate with the Department on development of a plan no later than July 1, 2019 for the resources, timeline and infrastructure requirements to develop and maintain a centralized referral database of substance use disorder and mental health treatment providers as outlined in Subsection 2.5.

9. State Opioid Response (SOR) Grant Standards

9.1. The Contractor and/or referred providers shall ensure that only FDA-approved MAT for Opioid Use Disorder (OUD) is utilized. FDA-approved MAT for OUD includes:

9.1.1. Methadone.

9.1.2. Buprenorphine products, including:

9.1.2.1. Single-entity buprenorphine products.

9.1.2.2. Buprenorphine/naloxone tablets,

9.1.2.3. Buprenorphine/naloxone films.

9.1.2.4. Buprenorphine/naloxone buccal preparations.

9.1.2.5. Long-acting injectable buprenorphine products.

9.1.2.6. Buprenorphine implants.

9.1.2.7. Injectable extended-release naltrexone.

9.2. The Contractor and/or referred providers shall only provide medical withdrawal management services to any individual supported by SOR Grant Funds if the withdrawal management service is accompanied by the use of injectable extended-release naltrexone, as clinically appropriate.

9.3. The Contractor and/or referred providers shall ensure that clients receiving financial aid for recovery housing utilizing SOR funds shall only be in a recovery housing facility that is aligned with the National Alliance for Recovery Residences standards

and registered with the State of New Hampshire, Bureau of Drug and Alcohol Services in accordance with current NH Administrative Rules.

9.4. The Contractor and/or referred providers shall assist clients with enrolling in public or private health insurance, if the client is determined eligible for such coverage.

9.5. The Contractor and/or referred providers shall accept clients on MAT and facilitate access to MAT on-site or through referral for all clients supported with SOR Grant funds, as clinically appropriate.

9.6. The Contractor and/or referred providers shall coordinate with the NH Ryan White HIV/AIDs program for clients identified as at risk of or with HIV/AIDS.

9.7. The Contractor and/or referred providers shall ensure that all clients are regularly screened for tobacco use, treatment needs and referral to the QuitLine as part of treatment planning.

Methods and Conditions Precedent to Payment

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

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

3. This contract is funded with funds from the Substance Abuse and Mental Health Services Administration CFDA #93.788, Federal Award Identification Number (FAIN) H79TI081685 and TI080246.

4. The Contractor shall keep detailed records of their activities related to Department funded programs and services.

5. The Contractor shall ensure that a minimum amount of funds determined by the Department for each State Fiscal Year is set aside for the purpose of naloxone purchase and distribution.

6. The Contractor shall include in their budget a line-item for a flexible needs fund in an amount no less than $50,000 of the budget per State Fiscal Year, to provide financial assistance to clients for services not otherwise covered through another payer source.

7. The Contractor shall not use funds to pay for bricks and mortar expenses.

8. The Contractor shall include in their budget, at their discretion the following:

   8.1. Funds to meet staffing requirements of the contract

   8.2. Funds to provide clinical and recovery support services in the contract that are not otherwise reimbursable by public or private insurance or through other Federal and State contracts

   8.3. Funds to meet the GPRA and reporting requirements of the contract

   8.4. Funds to meet staff training requirements of the contract

9. Funds remaining after satisfaction of 5 and 6 above may be used by the Contractor to support the scope of work outlined in Exhibit A.

10. Payment for said services shall be made monthly as follows:

    10.1. Payment for start-up costs in State Fiscal Year 19 not to exceed $500,000 shall be allowable for costs associated with staffing and infrastructure needs required to meet the January 1, 2019 service effective date.

    10.2. Payment beyond start-up costs shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this agreement, and shall be in accordance with the approved line item.

    10.3. The Contractor shall submit an invoice in a form satisfactory to the State by the twentieth (20th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The invoice must be completed, signed, dated and returned to the Department in order to initiate

payment. The Contractor agrees to keep detailed records of their activities related to Department-funded programs and services.

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

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

10.6. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to: Abby.Shockley@dhhs.nh.gov.

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

10.8. Notwithstanding paragraph 18 of the Form P-37, General Provisions, an amendment limited to transfer the funds within the budget and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

11. The Contractor shall provide a final budget for State Fiscal Year 2021 no later than March 31, 2020 for Department approval, which shall be submitted for Governor and Executive Council approval no later than June 30, 2020.

New Hampshire Department of Health and Human Services

Bidder/Program Name: GRANITE PATHWAYS (Manchester)

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

Budget Period: SFY 19 ("Upon Approval by G&C" - June 30, 2019)

Line Item	Total Program Cost: Direct Incremental	Total Program Cost: Indirect Fixed	Total Program Cost: Total	Contractor Share / Match: Direct Incremental	Contractor Share / Match: Indirect Fixed	Contractor Share / Match: Total	Fun: Direct Incremental
1. Total Salary/Wages	$ 489,071	$ 58,689	$ 547,760		$ -	$ -	$ 489,071
2. Employee Benefits	$ 186,284	$ 19,954	$ 186,238		$ -	$ -	$ 186,284
3. Consultants	$ 35,000	$ 4,200	$ 39,200		$ -	$ -	$ 35,000
4. Equipment:	$ -	$ -	$ -		$ -	$ -	
Rental	$ -	$ -	$ -		$ -	$ -	
Repair and Maintenance	$ 3,000	$ 360	$ 3,360		$ -	$ -	$ 3,000
Purchase/Depreciation	$ 32,000	$ 3,840	$ 35,840		$ -	$ -	$ 32,000
5. Supplies:	$ 24,400	$ 2,928	$ 27,328		$ -	$ -	$ 24,400
Educational	$ -	$ -	$ -		$ -	$ -	
Lab	$ -	$ -	$ -		$ -	$ -	
Pharmacy(Naloxone)	$ 95,000	$ 11,400	$ 106,400		$ -	$ -	$ 95,000
Medical	$ -	$ -	$ -		$ -	$ -	
Office	$ 3,600	$ 432	$ 4,032		$ -	$ -	$ 3,600
6. Travel	$ 12,000	$ 1,440	$ 13,440		$ -	$ -	$ 12,000
7. Occupancy	$ 25,000	$ 3,000	$ 28,000		$ -	$ -	$ 25,000
8. Current Expenses	$ -	$ -	$ -		$ -	$ -	
Telephone	$ 6,960	$ 835	$ 7,795		$ -	$ -	$ 6,960
Postage	$ 240	$ 29	$ 269		$ -	$ -	$ 240
Subscriptions	$ 208	$ 25	$ 233		$ -	$ -	$ 208
Audit and Legal	$ -	$ -	$ -		$ -	$ -	
Insurance	$ 3,000	$ 360	$ 3,360		$ -	$ -	$ 3,000
Board Expenses	$ -	$ -	$ -		$ -	$ -	
9. Software	$ 42,200	$ 5,064	$ 47,264		$ -	$ -	$ 42,200
10. Marketing/Communications	$ 34,300	$ 4,116	$ 38,416		$ -	$ -	$ 34,300
11. Staff Education and Training	$ 40,500	$ 4,860	$ 45,360		$ -	$ -	$ 40,500
12. Subcontracts/Agreements	$ 84,200	$ 10,104	$ 94,304		$ -	$ -	$ 84,200
13. Other (specific details mandatory):	$ -	$ -	$ -		$ -	$ -	
Flex Funding	$ 50,000	$ 6,000	$ 56,000		$ -	$ -	$ 50,000
Internet Services	$ 3,900	$ 468	$ 4,368		$ -	$ -	$ 3,900
Outreach	$ 23,850	$ 3,114	$ 29,084		$ -	$ -	$ 23,850
Video Conferencing	$ 12,000	$ 1,440	$ 13,440		$ -	$ -	$ 12,000
	$ -	$ -	$ -		$ -	$ -	
	$ -	$ -	$ -		$ -	$ -	
TOTAL	$ 1,188,813	$ 142,858	$ 1,331,471	$ -	$ -	$ -	$ 1,188,813
Indirect As A Percent of Direct		12.0%					

New Hampshire Department of Health and Human Services

Bidder/Program Name: GRANITE PATHWAYS (Manchester)

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

Budget Period: SFY 20 (July 1, 2019 - June 30, 2020)

Line Item	Total Program Cost: Direct Incremental	Total Program Cost: Indirect Fixed	Total Program Cost: Total	Contractor Share / Match: Direct Incremental	Contractor Share / Match: Indirect Fixed	Contractor Share / Match: Total	Fun: Direct Incremental
1. Total Salary/Wages	$ 750,643	$ 90,077	$ 840,722	$ 147,509	$ 17,701	$ 165,210	$ 803,136
2. Employee Benefits	$ 255,219	$ 30,626	$ 285,845	$ 50,153	$ 6,018	$ 56,171	$ 205,008
3. Consultants	$ -	$ -	$ -				
4. Equipment:	$ -	$ -	$ -				
Rental	$ -	$ -	$ -				
Repair and Maintenance	$ 6,000	$ 720	$ 6,720	$ 1,179	$ 141	$ 1,320	$ 4,821
Purchase/Depreciation	$ -	$ -	$ -				
5. Supplies:	$ -	$ -	$ -				
Educational	$ -	$ -	$ -				
Lab	$ -	$ -	$ -				
Pharmacy(Naloxone)	$ 190,000	$ 22,800	$ 212,800	$ 37,337	$ 4,480	$ 41,817	$ 152,983
Medical	$ -	$ -	$ -				
Office	$ 2,400	$ 288	$ 2,688	$ 472	$ 57	$ 529	$ 1,928
6. Travel	$ 9,800	$ 1,152	$ 10,752	$ 1,886	$ 226	$ 2,112	$ 7,714
7. Occupancy	$ 50,000	$ 6,000	$ 56,000	$ 9,826	$ 1,179	$ 11,005	$ 40,174
8. Current Expenses	$ -	$ -	$ -				
Telephone	$ 13,920	$ 1,670	$ 15,590	$ 2,736	$ 328	$ 3,064	$ 11,184
Postage	$ 480	$ 58	$ 538	$ 94	$ 11	$ 105	$ 386
Subscriptions	$ 420	$ 50	$ 470	$ 83	$ 10	$ 93	$ 337
Audit and Legal	$ -	$ -	$ -				
Insurance	$ 6,000	$ 720	$ 6,720	$ 1,179	$ 141	$ 1,320	$ 4,821
Board Expenses	$ -	$ -	$ -				
9. Software	$ -	$ -	$ -				
10. Marketing/Communications	$ -	$ -	$ -				
11. Staff Education and Training	$ 2,500	$ 300	$ 2,800	$ 492	$ 59	$ 551	$ 2,008
12. Subcontracts/Agreements	$ -	$ -	$ -				
13. Other (specific details mandatory):	$ -	$ -	$ -				
Flex Funding	$ 90,005	$ 8,001	$ 98,005	$ 9,823	$ 1,179	$ 11,004	$ 45,180
Internet Services	$ 7,800	$ 936	$ 8,736	$ 1,533	$ 184	$ 1,717	$ 6,267
Video Conferencing	$ 7,200	$ 864	$ 8,064	$ 1,415	$ 170	$ 1,585	$ 5,785
TOTAL	$ 1,352,168	$ 162,243	$ 1,514,411	$ 265,719	$ 31,884	$ 297,603	$ 1,268,376
Indirect As A Percent of Direct		12.0%					

New Hampshire Department of Health and Human Services

Bidder/Program Name: GRANITE PATHWAYS (Nashua)

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

Budget Period: SFY 19 ("Upon Approval by G&C" - June 30, 2019)

Line Item	Total Program Cost: Direct Incremental	Total Program Cost: Indirect Fixed	Total Program Cost: Total	Contractor Share / Match: Direct Incremental	Contractor Share / Match: Indirect Fixed	Contractor Share / Match: Total	Funded by DHHS contract share: Direct Incremental
1. Total Salary/Wages	$ 489,071	$ 58,689	$ 547,760		$ -	$ -	$ 489,071
2. Employee Benefits	$ 186,284	$ 19,954	$ 186,238		$ -	$ -	$ 186,284
3. Consultants	$ 30,000	$ 3,600	$ 33,600		$ -	$ -	$ 30,000
4. Equipment:	$ -	$ -	$ -		$ -	$ -	
Rental	$ -	$ -	$ -		$ -	$ -	
Repair and Maintenance	$ 3,000	$ 360	$ 3,360		$ -	$ -	$ 3,000
Purchase/Depreciation	$ 77,400	$ 9,288	$ 86,688		$ -	$ -	$ 77,400
5. Supplies:	$ -	$ -	$ -		$ -	$ -	
Educational	$ -	$ -	$ -		$ -	$ -	
Lab	$ -	$ -	$ -		$ -	$ -	
Pharmacy(Naloxone)	$ 85,000	$ 10,200	$ 95,200		$ -	$ -	$ 85,000
Medical	$ -	$ -	$ -		$ -	$ -	
Office	$ 4,200	$ 504	$ 4,704		$ -	$ -	$ 4,200
6. Travel	$ 10,800	$ 1,296	$ 12,096		$ -	$ -	$ 10,800
7. Occupancy	$ 34,373	$ 4,125	$ 38,498		$ -	$ -	$ 34,373
8. Current Expenses	$ -	$ -	$ -		$ -	$ -	
Telephone	$ 6,960	$ 835	$ 7,795		$ -	$ -	$ 6,960
Postage	$ 240	$ 29	$ 269		$ -	$ -	$ 240
Subscriptions	$ 210	$ 23	$ 233		$ -	$ -	$ 210
Audit and Legal	$ -	$ -	$ -		$ -	$ -	
Insurance	$ 3,000	$ 360	$ 3,360		$ -	$ -	$ 3,000
Board Expenses	$ -	$ -	$ -		$ -	$ -	
9. Software	$ 42,825	$ 5,151	$ 48,076		$ -	$ -	$ 42,825
10. Marketing/Communications	$ 18,602	$ 2,232	$ 20,834		$ -	$ -	$ 18,602
11. Staff Education and Training	$ 45,000	$ 5,400	$ 50,400		$ -	$ -	$ 45,000
12. Subcontracts/Agreements	$ 46,920	$ 5,630	$ 52,550		$ -	$ -	$ 46,920
13. Other (specific details mandatory):	$ -	$ -	$ -		$ -	$ -	
Buildout	$ 84,000	$ 8,480	$ 66,480		$ -	$ -	$ 84,000
Flex Funding	$ 80,000	$ 8,000	$ 88,000		$ -	$ -	$ 80,000
Internet Services	$ 3,900	$ 468	$ 4,368		$ -	$ -	$ 3,900
Outreach	$ 20,555	$ 2,467	$ 23,022		$ -	$ -	$ 20,555
Video Conferencing	$ 12,000	$ 1,440	$ 13,440		$ -	$ -	$ 12,000
	$ -	$ -	$ -		$ -	$ -	
	$ -	$ -	$ -		$ -	$ -	
TOTAL	$ 1,204,440	$ 144,533	$ 1,348,973	$ -	$ -	$ -	$ 1,204,440
Indirect As A Percent of Direct		12.0%					

New Hampshire Department of Health and Human Services

Bidder/Program Name: GRANITE PATHWAYS (Nashua)

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

Budget Period: SFY 20 (July 1, 2019 - June 30, 2020)

Line Item	Total Program Cost: Direct Incremental	Total Program Cost: Indirect Fixed	Total Program Cost: Total	Contractor Share/Match: Direct Incremental	Contractor Share/Match: Indirect Fixed	Contractor Share/Match: Total	Direct Incremental
1. Total Salary/Wages	$ 681,490	$ 81,778	$ 763,268	$ 144,034	$ 17,284	$ 161,318	$ 537,456
2. Employee Benefits	$ 231,707	$ 27,805	$ 259,512	$ 48,972	$ 5,877	$ 54,849	$ 182,735
3. Consultants	$ -	$ -	$ -		$ -	$ -	
4. Equipment:	$ -	$ -	$ -		$ -	$ -	
Rental	$ -	$ -	$ -		$ -	$ -	
Repair and Maintenance	$ 6,000	$ 720	$ 6,719	$ 1,268	$ 152	$ 1,420	$ 4,732
Purchase/Depreciation	$ -	$ -	$ -		$ -	$ -	
5. Supplies:	$ -	$ -	$ -		$ -	$ -	
Educational	$ -	$ -	$ -		$ -	$ -	
Lab	$ -	$ -	$ -		$ -	$ -	
Pharmacy(Naloxone)	$ 170,000	$ 20,400	$ 190,400	$ 35,930	$ 4,312	$ 40,242	$ 134,070
Medical	$ -	$ -	$ -		$ -	$ -	
Office	$ 2,400	$ 288	$ 2,688	$ 507	$ 61	$ 568	$ 1,893
6. Travel	$ 9,000	$ 1,151	$ 10,752	$ 2,029	$ 243	$ 2,272	$ 7,871
7. Occupancy	$ 68,750	$ 8,250	$ 77,000	$ 14,530	$ 1,744	$ 16,274	$ 54,229
8. Current Expenses	$ -	$ -	$ -		$ -	$ -	
Telephone	$ 13,920	$ 1,670	$ 15,590	$ 2,943	$ 353	$ 3,295	$ 10,978
Postage	$ 480	$ 58	$ 538	$ 102	$ 12	$ 114	$ 378
Subscriptions	$ 420	$ 50	$ 470	$ 89	$ 11	$ 100	$ 331
Audit and Legal	$ -	$ -	$ -		$ -	$ -	
Insurance	$ 6,000	$ 720	$ 6,720	$ 1,268	$ 152	$ 1,420	$ 4,732
Board Expenses	$ -	$ -	$ -		$ -	$ -	
9. Software	$ -	$ -	$ -		$ -	$ -	
10. Marketing/Communications	$ -	$ -	$ -		$ -	$ -	
11. Staff Education and Training	$ 2,500	$ 300	$ 2,800	$ 528	$ 63	$ 591	$ 1,972
12. Subcontracts/Agreements	$ -	$ -	$ -		$ -	$ -	
13. Other (specific details mandatory):	$ -	$ -	$ -		$ -	$ -	
Flex Funding	$ 50,004	$ 6,000	$ 56,004	$ 10,568	$ 1,268	$ 11,836	$ 39,436
Internet Services	$ 7,800	$ 936	$ 8,736	$ 1,649	$ 198	$ 1,847	$ 6,151
Video Conferencing	$ 7,200	$ 864	$ 8,064	$ 1,522	$ 183	$ 1,705	$ 5,678
TOTAL	$ 1,256,271	$ 150,992	$ 1,409,263	$ 265,934	$ 31,913	$ 297,850	$ 993,333
Indirect As A Percent of Direct		12.0%					

SPECIAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

REVISIONS TO STANDARD CONTRACT LANGUAGE

1. Revisions to Form P-37, General Provisions

1.1. Section 4, 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.

1.2. Section 10, 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 The Contractor may terminate the Agreement at any time for any reason, 120 days after giving the State written notice that the Contractor is exercising its option to terminate the Agreement. Contractor acknowledges and agrees that all clients will be transitioned to a new Contractor in the event of an early termination. The Contractor shall complete and provide the State with a Transition Plan in accordance with Sections 10.3 through 10.6 below.

10.3 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.

10.4 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.

10.5 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.

10.6 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.

2. Revisions to Standard Exhibits

2.1 Exhibit C, Special Provisions, Paragraph 10, Confidentiality of Records, is deleted and is replaced as follows:

The Contractor is a covered entity as defined under the Health Insurance Portability and Accountability Act (HIPAA), 45 CFR 160, 162 and 164, and shall comply with all confidentiality requirements and safeguards set forth in state and federal law and rules. The Contractor is also a substance use disorder provider as defined under 42 CFR Part 2 and shall safeguard confidential information as required. The Contractor shall ensure compliance with all consent and notice requirements prohibiting the redisclosure of confidential information in accordance with 42 CFR Part 2.

All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the disclosure of any protected health information shall be in accordance with the regulatory provisions of HIPAA, 42 CFR Part 2, and applicable state and federal laws and rules. Further, the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, their attorney or guardian. Notwithstanding anything to the contrary contained herein, the covenants and conditions contained in this Paragraph 10 of Exhibit C shall survive the termination of the Contract for any reason whatsoever.

3. Renewal

3.1. The Department reserves the right to extend this Agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, written agreement of the parties and approval of the Governor and Executive Council.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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

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

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

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

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

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

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

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

Contractor Name:

10/22/2018
Date

Name:
Title:

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

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

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

Contractor Name:

10/22/2018
Date

Name:
Title: SVP Fidcap Group

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

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

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

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

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

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

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

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

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

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

Contractor Initials

Date 10/22/18

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

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

PRIMARY COVERED TRANSACTIONS

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

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

LOWER TIER COVERED TRANSACTIONS

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

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

Contractor Name:

10/22/2018
Date

Name:
Title: SVP CareHealth FedcapGrou7

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractor Name:

10/22/2018
Date

Name:
Title: SVP Fedcap Group

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

10/22/2018
Date

Name:
Title: SVP FedCap Group

HEALTH INSURANCE PORTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

Pursuant to Exhibit C-1 of this Agreement, Exhibit I is not applicable.

Remainder of page intentionally left blank.

Contractor Initials _____

Date 10/22/18

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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

10/22/18
Date

Name:
Title: SVP Fedcap Group

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: 019392707

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

   X NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information," "Confidential Data," or "Data" (as defined in Exhibit K), means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates a security policy, which includes successful attempts) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or

storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic documents or mail.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information

except as required or permitted under this Contract or required by law. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.
3. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If Contractor is transmitting DHHS Data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. Contractor may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS Data.
3. Encrypted Email. Contractor may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If Contractor is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. Contractor may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. Contractor may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If Contractor is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. Contractor may not transmit Confidential Data via an open wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If Contractor is employing remote communication to access or transmit Confidential Data, a secure method of transmission or remote access, which complies with the terms and conditions of Exhibit K, must be used.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If Contractor is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If Contractor is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain DHHS Data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have thirty (30) days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or, if it is infeasible to return or destroy DHHS Data, protections are extended to such information, in accordance with the termination provisions in this Section. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems accessed or utilized for purposes of carrying out this contract.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting DHHS Confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have

currently-supported and hardened operating systems, current, updated, and maintained anti-malware (e.g. anti-viral, anti-hacker, anti-spam, anti-spyware) utilities. The environment, as a whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

If the Contractor maintains any Confidential Information on its systems (or its sub-contractor systems) and it has not done so previously, the Contractor will implement policies and procedures to ensure that any storage media on which such data maybe recorded will be rendered unreadable and that the data will be un-recoverable when the storage media is disposed of. Upon request, the Contractor and will provide the Department with copies of these policies and with written documentation demonstrating compliance with the policies. The written documentation will include all details necessary to demonstrate data contained in the storage media has been rendered unreadable and un-recoverable. Where applicable, regulatory and professional standards for retention requirements may be jointly evaluated by the State and Contractor prior to destruction.

1. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from

creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will ensure End-User will maintain an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

5. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

6. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

7. The Contractor will not store any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

8. Data Security Breach Liability. In the event of any computer security incident, incident, or breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

9. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of, HIPAA Privacy and Security Rules (45 C.F.R. Parts 160

and 164) and 42 C.F.R. Part 2 that govern protections for individually identifiable health information and as applicable under State law.

10. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

11. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in Section VI, of any security breach within 24-hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

12. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

13. The Contractor is responsible for End User oversight and compliance with the terms and conditions of the contract and Exhibit K.

DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within 24- hours of the time that the Contractor learns of their occurrence.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with DHHS's documented Incident Handling and Breach Notification procedures and in accordance with the HIPAA, Privacy and Security Rules. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and

procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS contact for Data Management or Data Exchange issues:
DHHSInformationSecurityOffice@dhhs.nh.gov

B. DHHS contacts for Privacy issues:
DHHSPrivacyOfficer@dhhs.nh.gov

C. DHHS contact for Information Security issues:
DHHSInformationSecurityOffice@dhhs.nh.gov

D. DHHS contact for Breach notifications:
DHHSInformationSecurityOffice@dhhs.nh.gov
DHHSPrivacyOfficer@dhhs.nh.gov

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Access and Delivery Hub for
Opioid Use Disorder Services

This 1st Amendment to the Access and Delivery Hub for Opioid Use Disorder Services contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Littleton Hospital Association d/b/a Littleton Regional Healthcare (hereinafter referred to as "the Contractor"), a nonprofit organization with a place of business at 600 St Johnsbury Road, Littleton, NH 03561.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on October 30, 2018 (Item #17A), 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 or terms and conditions of the contract; and

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

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

WHEREAS, all terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #1 remain in full force and effect; and

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

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $1,713,805

2. Delete Exhibit A, Scope of Services in its entirety and replace with Exhibit A Amendment #1, Scope of Services.
3. Delete Exhibit B, Methods and Conditions Precedent to Payment and replace with Exhibit B Amendment #1 Methods and Conditions Precedent to Payment.
4. Delete Exhibit B-2 Access and Delivery Hub for Opioid Use Disorder Services and replace with Exhibit B-2 Amendment #1 Budget.

This amendment shall be effective upon the date of Governor and Executive Council approval.

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

State of New Hampshire
Department of Health and Human Services

8/14/19
Date

Name: Katja S. Fox
Title: Director

Littleton Hospital Association d/b/a
Littleton Regional Healthcare

August 13, 2019
Date

Name: Robert F. Nutter
Title: President

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Grafton on August 13, 2019, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Dawn McPhee
Name and Title of Notary or Justice of the Peace

DAWN McPHEE - NOTARY PUBLIC - STATE OF NEW HAMPSHIRE - MY COMMISSION EXPIRES MARCH 23, 2021 - COMMISSIONER OF DEEDS

My Commission Expires: March 23, 2021

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

OFFICE OF THE ATTORNEY GENERAL

8/21/2019
Date

Name: Nancy J. Smith
Title: Sr. Asst. Atty General

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

OFFICE OF THE SECRETARY OF STATE

_____
Date

_____
Name:
Title:

Scope of Services

1. Provisions Applicable to All Services

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

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

1.3. For the purposes of this contract, the Contractor shall be identified as a subrecipient, in accordance with 2 CFR 200.0. et seq.

2. Scope of Work

2.1. The Contractor shall develop, implement and operationalize a Regional Doorway for substance use disorder treatment and recovery support service access (Doorways).

2.2. The Contractor shall provide residents in the Littleton Region with access to referrals to substance use disorder treatment and recovery support services and other health and social services.

2.3. The Contractor shall participate in technical assistance, guidance, and oversight activities directed by the Department for implementation of Doorway services.

2.4. The Contractor shall have the Doorway operational by January 1, 2019 unless an alternative timeline has been approved prior to that date by the Department.

2.5. The Contractor shall collaborate with the Department to develop a plan no later than July 1, 2019 for the resources, timeline and infrastructure requirements to develop and maintain a centralized referral database of substance use disorder and mental health treatment providers.

2.5.1. The database shall include the real-time availability of services and providers to ensure rapid placement into appropriate levels of care for Doorway clients which the Doorway will update daily, at a minimum.

2.5.2. The data and the centralized database shall be the property of the Department.

2.6. The Contractor shall operationalize the use of the centralized database at a date agreed upon between the Department and the Contractor based on securing the resource needs identified in 2.5.

2.7. The Contractor shall collaborate with the Department to assess the Contractor's level of readiness, capacity and additional resource needs required to expand Doorway services in-house to include, but not be limited to:

2.7.1. Medication assisted treatment induction at emergency rooms and facilitated coordination with ongoing Doorway care coordination inclusive of the core principles of the Medication First Model.

2.7.2. Outpatient and inpatient substance use disorder services, in accordance with ASAM.

2.7.3. Coordinating overnight placement for Doorway clients engaged in Doorway services between the hours of 5 pm to 8 am in need of a safe location while awaiting treatment placement the following business day.

2.7.4. Expanding populations for Doorway core services.

2.8. The Contractor shall collaborate with the Department to identify gaps in financial and staffing resources throughout the contract period.

2.9. The Contractor, either alone or in collaboration with other Doorways, shall ensure formalized coordination with 2-1-1 NH as the public facing telephone service for all Doorway service access. This coordination shall include:

2.9.1. Establishing an MOU with 2-1-1 NH which defines the workflows to coordinate 2-1-1 NH calls and Doorway activities including the following workflow:

2.9.1.1. Individuals seeking substance use disorder treatment services will call 2-1-1 NH;

2.9.1.2. If an individual is seeking information only, 2-1-1 NH staff will provide that information;

2.9.1.3. If an individual is in an SUD related crisis and wants to speak with a licensed counselor and/or is seeking assistance with accessing treatment services, 2-1-1 NH staff will transfer the caller to the Doorway or on-call Doorway clinician.

2.9.2. The MOU with 2-1-1 NH shall include a process for bi-directional information sharing of updated referral resource databases to ensure that each entity has recently updated referral information.

2.10. The Contractor shall establish formalized agreements for coordination of services and case management services provided by Integrated Delivery Networks (IDNs) to reduce duplication of services and leverage existing integrated care projects in their region.

2.11. The Contractor with the assistance of the Department shall attempt to establish formalized agreements with:

2.11.1. Medicaid Managed Care Organizations to coordinate case management efforts on behalf of the client.

2.11.2. Private insurance carriers to coordinate case management efforts on behalf of the client.

2.12. The Contractor shall be required to create policies for obtaining patient consent to disclose protected health information as required by state administrative rules and federal and state laws for agreements reached with Managed Care Organizations and private insurance carriers as outlined in Subsection 2.11.

2.13. The Contractor shall develop a Department approved conflict of interest policy related to Doorway services and self-referrals to Doorway organization substance use disorder treatment and recovery support service programs funded outside of this contract that maintains the integrity of the referral process and client choice in determining placement in care.

3. Scope of Work for Doorway Activities

3.1. The Contractor shall ensure that unless an alternative schedule for the Doorway to meet the needs of the community is proposed and approved by the Department, the Doorway provides, in one location, during normal business hours (8am-5pm) Monday through Friday, at a minimum:

3.1.1. A physical location for clients to receive face-to-face services.

3.1.2. Telephonic services for calls referred to the Doorway by 2-1-1 NH.

3.1.3. Screening to assess an individual's potential need for Doorway services.

3.1.4. Crisis intervention and stabilization that ensures any individual in an acute OUD related crisis who requires immediate, non-emergency intervention receives crisis intervention counseling services by a licensed clinician. If the individual is calling rather than physically presenting at the Doorway, this includes, but is not limited to:

3.1.4.1. Directing callers to 911 if a client is in imminent danger or there is an emergency.

3.1.4.2. If the client is unable or unwilling to call 911, the Doorway shall contact emergency services.

3.1.5. Clinical evaluation including:

3.1.5.1. Evaluation of all American Society of Addiction Medicine Criteria (ASAM, October 2013), domains.

3.1.5.2. A level of care recommendation based on ASAM Criteria (October 2013).

3.1.5.3. Identification of client strengths and resources that can be used to support treatment and recovery.

3.1.6. Development of a clinical service plan in collaboration with the client based on the clinical evaluation referenced in Paragraph 3.1.5. The service plan shall include, but not be limited to:

3.1.6.1. Determination of an initial ASAM level of care.

3.1.6.2. Identification of any needs the client may have relative to supportive services including, but not limited to:

3.1.6.2.1. Physical health needs.

3.1.6.2.2. Mental health needs.

3.1.6.2.3. Need for peer recovery support services.

3.1.6.2.4. Social services needs.

3.1.6.2.5. Needs regarding criminal justice/Division for Children, Youth, and Families (DCYF) matters.

3.1.6.3. Plan for addressing all areas of need identified in Subparagraph 3.1.6.2 by determining goals that are patient-centered, specific, measurable, attainable, realistic, and timely (SMART goals).

3.1.6.4. When the level of care identified in 3.1.6.1 is not available to the client within 48 hours of service plan development, the service plan shall include plans for referrals to external providers to offer interim services, which are defined as:

3.1.6.4.1. At least one sixty (60) minute individual or group outpatient session per week and/or;

3.1.6.4.2. Recovery support services, as needed by the client; and/or

3.1.6.4.3. Daily calls to the client to assess and respond to any emergent needs.

3.1.7. A staff person, which can be the licensed clinician, CRSW outlined in the Staffing section, or other non-clinical support staff, capable of aiding specialty populations in accessing services that may have additional entry points to services or specific eligibility criteria. Specialty populations include, but are not limited to:

3.1.7.1. Veterans and/or service members.

3.1.7.2. Pregnant women.

3.1.7.3. DCYF involved families.

3.1.7.4. Individuals at-risk of or with HIV/AIDS.

3.1.7.5. Adolescents.

3.1.8. Facilitated referrals to substance use disorder treatment and recovery support and other health and social services which shall include, but not be limited to:

3.1.8.1. Developing and implementing adequate consent policies and procedures for client-level data sharing and shared care planning with external providers, in accordance with HIPAA and 42 CFR Part 2.

3.1.8.2. Determining referrals based on the service plan developed in Paragraph 3.1.6.

3.1.8.3. Assisting clients with obtaining services with the provider agency, as appropriate.

3.1.8.4. Contacting the provider agency on behalf of the client, as appropriate.

3.1.8.5. Assisting clients with meeting the financial requirements for accessing services including, but not limited to:

3.1.8.5.1. Identifying sources of financial assistance for accessing services and supports, and;

3.1.8.5.2. Providing assistance in accessing such financial assistance including, but not limited to:

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

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

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

3.1.8.5.3. When no other payer is available, assisting clients with accessing services by maintaining a flexible needs fund specific to the Doorway region that supports clients who meet the eligibility criteria for assistance under the NH DHHS SOR Flexible Needs Fund Policy with their financial needs including, but not limited to:

3.1.8.5.3.1. Transportation for eligible clients to and from recovery-related medical appointments, treatment programs, and other locations as identified and recommended by Doorway professional staff to assist the eligible client with recovery;

3.1.8.5.3.2. Childcare to permit an eligible client who is a parent or caregiver to attend recovery-related medical appointments, treatment programs, and other appointments as identified and recommended by Doorway professional staff to assist the eligible client with recovery;

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

3.1.8.5.3.4. Provision of light snacks not to exceed $3.00 per eligible client;

3.1.8.5.3.5. Provision of phone minutes or a basic prepaid phone to permit the eligible client to contact treatment providers and recovery services, and to permit contact with the eligible client for continuous recovery support;

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

3.1.8.5.3.7. Other uses preapproved in writing by the Department.

3.1.8.5.4. Providing a Respite Shelter Voucher program to assist individuals in need of respite shelter while awaiting treatment and recovery services. The Contractor shall:

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

3.1.8.5.4.1.1. A Doorway client;

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

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

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

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

3.1.9.2. Supporting clients in meeting the admission, entrance, and intake requirements of the provider agency.

3.1.9.3. Ongoing follow-up and support of clients engaged in services in collaboration or consultation with the client's external service provider(s) until such time that the discharge Government Performance and Results Act (GPRA) interview in 3.1.9.6.3 is completed including, but not limited to:

3.1.9.3.1. Attempting to contact each client at a minimum, once per week until such time that the discharge GPRA interview in Section 3.1.9.3 has been completed, according to the following guidelines:

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

3.1.9.3.1.2. If the attempt in 3.1.9.3.1.1 is not successful, attempt a second contact, as necessary, by telephone, in person or by an alternative method approved by the Department at such a time when the client would normally be available no sooner than two (2) days and no later than three (3) days after the first attempt.

3.1.9.3.1.3. If the attempt in 3.1.9.3.1.2 is not successful, attempt a third contact, as necessary, by telephone, in person or by an alternative method approved by the Department at such a time when the client would normally be available, no sooner than two (2) days and no later than three (3) days after the second attempt.

3.1.9.4. When the follow-up in 3.1.9.3 results in a determination that the individual is at risk of self-harm, the minimum attempts for contact shall be no less than three (3) times each week and aligned with clinical best practices for prevention of suicide.

3.1.9.5. When possible, client contact and outreach shall be conducted in coordination and consultation with the client's external service provider to ensure continuous communication and collaboration between the Doorway and service provider.

3.1.9.5.1. Each successful contact shall include, but not be limited to:

3.1.9.5.1.1. Inquiry on the status of each client's recovery and experience with their external service provider.

3.1.9.5.1.2. Identification of client needs.

3.1.9.5.1.3. Assisting the client with addressing needs, as identified in Subparagraph 3.1.6.2.

3.1.9.5.1.4. Providing early intervention to clients who have relapsed or whose recovery is at risk.

3.1.9.6. Collecting and documenting attempts to collect client-level data at multiple intervals including, but not limited to ensuring the GPRA Interview tool is completed and entered into the Substance Abuse and Mental Health Services Administration's (SAMHSA's) Performance Accountability and Reporting System (SPARS), at a minimum:

3.1.9.6.1. At intake or within three (3) days following initial client contact.

3.1.9.6.2. Six (6) months post intake into Doorway services.

3.1.9.6.3. Upon discharge from the initially referred service.

3.1.9.6.3.1. If the client is discharged from services before the time intervals in 3.1.9.6.2 or 3.1.9.6.3 the Doorway must make every reasonable effort to conduct a follow-up GPRA for that client.

3.1.9.6.3.2. If a client is re-admitted into services after discharge or being lost to care, the Doorway is not required to re-administer the intake GPRA but must complete a follow-up GPRA for the time interval in 3.1.9.6.2 and 3.1.9.6.3 closest to the intake GPRA.

3.1.9.7. Documenting any loss of contact in the SPARS system using the appropriate process and protocols as defined by SAMHSA through technical assistance provided under the State Opioid Response grant.

3.1.9.8. Ensuring that contingency management strategies are utilized to increase client engagement in follow-up GPRA interviews which may include, but are not limited to gift cards provided to clients for follow-up participation at each follow-up interview which shall not exceed thirty dollars ($30) in value.

3.1.9.8.1. Payments to incentivize participation in treatment are not allowable.

3.1.10. Naloxone purchase, distribution, information, and training to individuals and organizations who meet the eligibility criteria for receiving kits under the NH DHHS Naloxone Distribution Policy regarding the use of naloxone.

3.2. The Contractor shall ensure that, at a minimum, after-hours (5pm to 8am), on-call, telephonic services are provided by a licensed clinician affiliated with one or more of the Doorways, seven (7) days a week and that the clinician has the ability to coordinate continued client care with the Doorway in the individual's region.

3.2.1. On-call staffing by licensed clinicians shall be sufficient to meet the call volumes during the hours outlined in Subsection 3.2 to ensure that clients are not on hold or receiving busy signals when transferred from 2-1-1 NH.

3.2.2. The Contractor shall give preference to licensed clinicians with the ability to assess for co-occurring mental health needs.

3.2.3. Telephonic services to be provided include, at a minimum:

3.2.3.1. Crisis intervention and stabilization which ensures that individuals in an acute OUD related crisis that require immediate, non-emergency intervention are provided with crisis counseling services by a licensed clinician.

3.2.3.2. Directing callers to 911 if a client is in imminent danger or there is an emergency.

3.2.3.2.1. If the client is unable or unwilling to call 911, contacting emergency services on behalf of the client.

3.2.3.3. Screening.

3.2.3.4. Coordinating with shelters or emergency services, as needed.

3.2.3.5. Providing clinical evaluation telephonically, if appropriate, based on the callers mental state and health status.

3.2.3.6. Scheduling the client for face-to-face intake at the client's Doorway for an evaluation and referral services, if determined necessary.

3.2.3.7. Ensuring a Continuity of Operations Plan for landline outage.

3.3. The Contractor shall obtain treatment consent forms from all clients served, either in-person or through electronic means, to ensure compliance with all applicable state and federal confidentiality laws.

3.4. The Contractor shall provide services for both day and overnight shifts in accordance with:

3.4.1. The twelve (12) Core Functions of the Alcohol and Other Drug Counselor.

3.4.2. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice, available at http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171.

3.4.3. The four (4) recovery domains as described by the International Credentialing and Reciprocity Consortium, available at http://www.internationalcredentialing.org/Resources/Candidate%20Guides/PR%20candidate%20guide%201-14.pdf.

3.4.4. TIP 27: Comprehensive Case Management for Substance Abuse Treatment, available at https://store.samhsa.gov/product/TIP-27-Comprehensive-Case-Management-for-Substance-Abuse-Treatment/SMA15-4215.

3.5. The Contractor shall utilize recent and inform any future developments of a comprehensive needs assessment of their region. The needs assessment shall be coordinated with existing regional partners including, but not limited to:

3.5.1. Regional Public Health Networks.

3.5.2. Integrated Delivery Networks.

3.5.3. Continuum of Care Facilitators.

3.6. The Contractor shall inform the inclusion of regional goals into the future development of needs assessments in Subsection 3.5 that the Contractor and its partners in the region have over the contract period including, but not limited to reductions in:

3.6.1. Naloxone use.

3.6.2. Emergency Room use.

3.6.3. Overdose related fatalities.

3.7. The Contractor shall have policies and procedures that allow them to accept referrals and evaluations from SUD treatment and other service providers.

3.8. The Contractor shall provide information to all individuals seeking services on how to file a grievance in the event of dissatisfaction with services provided. The Contractor shall ensure each individual seeking services receives information on:

3.8.1. The steps to filing an informal complaint with the Contractor, including the specific contact person to whom the complaint should be sent.

3.8.2. The steps to filing an official grievance with the Contractor and the Department with specific instructions on where and to whom the official grievance should be addressed..

3.9. The Contractor shall provide written policies to the Department on complaint and grievance procedures within ten (10) business days of the amendment effective date.

4. Subcontracting for Doorways

4.1. The Doorway shall submit any and all subcontracts they propose to enter into for services provided through this contract to the Department for approval prior to execution.

4.2. The Doorway may subcontract with prior approval of the Department for support and assistance in providing core Doorway services; except that such core services shall not be subcontracted providers whose principal operations are to serve individuals with a specific diagnosis of substance use disorders. .

4.2.1. Core Doorway services are defined, for purposes of this contract, as screening, assessment, evaluation, referral, continuous case management, GPRA data completion, and naloxone distribution.

4.2.2. The Doorway shall at all times be responsible for continuous oversight of, and compliance with, all Core Doorway services and shall be the single point of contact with the Department for those Core services.

4.2.3. Any subcontract for support and assistance in providing Core Doorway services shall ensure that the patient experience is consistent across the continuum of Core Doorway services and that the subcontracted entities and personnel are at all times acting, in name and in fact, as agents of the Doorway. The Doorway shall consolidate Core Doorway services, to the greatest extent practicable, in a single location.

5. Staffing

5.1. The Contractor shall meet the following minimum staffing requirements:

5.1.1. Between 8am-5pm, 5 days/week, Monday through Friday:

5.1.1.1. A minimum of one (1) clinician with the ability to provide clinical evaluations for ASAM level of care placement, in-person or telephonically;

5.1.1.2. A minimum of one (1) Recovery support worker (CRSW) with the ability to fulfill recovery support and care coordination functions;

5.1.1.3. A minimum of one (1) staff person, who can be a licensed clinician, CRSW, or other non-clinical support staff, capable of aiding specialty populations as outlined in Paragraph 3.1.7.

5.1.2. Sufficient staffing levels that are appropriate for the services provided and the number of clients served based on available staffing and the budget established for the Doorway.

5.1.3. All unlicensed staff providing treatment, education and/or recovery support services shall be under the direct supervision of a licensed supervisor.

5.1.4. No licensed supervisor shall supervise more than twelve (12) unlicensed staff unless the Department has approved an alternative supervision plan.

5.1.5. Peer clinical supervision is provided for all clinicians including, but not limited to:

5.1.5.1. Weekly discussion of cases with suggestions for resources or alternative approaches.

5.1.5.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision.

5.2. The Contractor must ensure sufficient licensed clinician telephone coverage, at a minimum, between the hours of 5 pm and 8 am, 7 days/week, who have the ability to provide services as outlined in Subsection 3.2. This may be provided either by the Contractor alone or in collaboration with other Doorways.

5.3. The Contractor must meet the training requirements for staff which include, but are not limited to:

5.3.1. For all clinical staff:

5.3.1.1. Suicide prevention and early warning signs.

5.3.1.2. The 12 Core Functions of the Alcohol and Other Drug Counselor.

5.3.1.3. The standards of practice and ethical conduct, with particular emphasis given to the individual's role and appropriate responsibilities, professional boundaries, and power dynamics.

5.3.1.4. An approved course on the twelve (12) core functions and The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice within twelve (12) months of hire.

5.3.1.5. A Department approved ethics course within twelve (12) months of hire.

5.3.2. For recovery support staff and other non-clinical staff working directly with clients:

5.3.2.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee.

5.3.2.2. The standards of practice and ethical conduct, with particular emphasis given to the individual's role and appropriate responsibilities, professional boundaries, and power dynamics, and confidentiality safeguards in accordance with HIPAA and 42 CFR Part 2, and state rules and laws.

5.3.2.3. The four (4) recovery domains as described by the International Credentialing and Reciprocity Consortium, available at http://www.internationalcredentialing.org/Resources/Candidate%20Guides/PR%20candidate%20guide%201-14.pdf.

5.3.2.4. An approved ethics course within twelve (12) months of hire.

5.3.3. Required trainings in Subsection 5.3 may be satisfied through existing licensure requirements and/or through Department approved alternative training curriculums and/or certifications.

5.3.4. Ensuring all recovery support staff and clinical staff receive continuous education regarding substance use disorders, at a minimum annually.

5.3.5. Providing in-service training to all staff involved in client care within fifteen (15) days of the contract effective date or the staff person's start date on the following:

5.3.5.1. The contract requirements.

5.3.5.2. All other relevant policies and procedures provided by the Department.

5.4. The Contractor shall provide its staff, subcontractors, or end users as defined in Exhibit K, with periodic training in practices and procedures to ensure compliance with information security, privacy or confidentiality in accordance with state administrative rules and state and federal laws.

5.5. The Contractor shall notify the Department in writing:

5.5.1. When a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program, within one (1) month of hire.

5.5.2. When there is not sufficient staffing to perform all required services for more than one (1) month, within fourteen (14) calendar days.

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

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

6. Reporting

6.1. The Contractor shall report sentinel events to the Department as follows:

6.1.1. Sentinel events shall be reported when they involve any individual who is receiving services under this contract;

6.1.2. Upon discovering the event, the Contractor shall provide immediate verbal notification of the event to the bureau, which shall include:

6.1.2.1. The reporting individual's name, phone number, and agency/organization;

6.1.2.2. Name and date of birth (DOB) of the individual(s) involved in the event;

6.1.2.3. Location, date, and time of the event;

6.1.2.4. Description of the event, including what, when, where, how the event happened, and other relevant information, as well as the identification of any other individuals involved;

6.1.2.5. Whether the police were involved due to a crime or suspected crime; and

6.1.2.6. The identification of any media that had reported the event;

6.1.3. Within 72 hours of the sentinel event, the Contractor shall submit a completed

"Sentinel Event Reporting Form" (February 2017), available at https://www.dhhs.nh.gov/dcbcs/documents/reporting-form.pdf to the bureau

6.1.4. Additional information on the event that is discovered after filing the form in Section 6.1.3. above shall be reported to the Department, in writing, as it becomes available or upon request of the Department; and

6.1.5. Submit additional information regarding Sections 6.1.1 through 6.1.4 above if required by the department; and

6.1.6. Report the event in Sections 6.1.1 through 6.1.4 above, as applicable, to other agencies as required by law.

6.2. The Contractor shall submit quarterly de-identified, aggregate client reports to the Department on each client served, as required by SAMHSA. The data shall include:

6.2.1. Diagnoses.

6.2.2. Demographic characteristics.

6.2.3. Substance use.

6.2.4. Services received and referrals made, by provider organization name.

6.2.5. Types of MAT received.

6.2.6. Length of stay in treatment.

6.2.7. Employment status.

6.2.8. Criminal justice involvement.

6.2.9. Housing.

6.2.10. Flexible needs funds used and for what purpose.

6.2.11. Numbers of naloxone kits distributed and by category, including but not limited to client, organization, family member, etc.

6.3. The Contractor shall report quarterly on federally required data points specific to this funding opportunity as identified by SAMHSA over the grant period.

7. Performance Measures

7.1. The Contractor shall attempt to complete a GPRA interview for 100% of Doorway clients at intake or within three (3) days following initial client contact and at six (6) months post intake, and upon discharge from Doorway referred services.

7.2. In accordance with SAMHSA State Opioid Response grant requirements, the Contractor shall ensure that the GPRA interview follow-up rate at six (6) months post intake for Doorway clients is no less than 80%.

8. Deliverables

8.1. The Contractor shall have the Doorway in the Littleton Region operational by January 1, 2019 unless an alternative timeline has been submitted to and approved by the Department.

8.2. The Contractor shall collaborate with the Department to develop a report by July 1, 2019 to determine the Contractor's level of readiness, capacity and resource needs required to expand services in-house as outlined in Subsection 2.7.

8.3. The Contractor shall collaborate with the Department on development of a plan no later than July 1, 2019 for the resources, timeline and infrastructure requirements to develop and maintain a centralized referral database of substance use disorder and mental health treatment providers as outlined in Subsection 2.5.

9. State Opioid Response (SOR) Grant Standards

9.1. The Contractor and/or referred providers shall ensure that only FDA-approved MAT for Opioid Use Disorder (OUD) is utilized. FDA-approved MAT for OUD includes:

9.1.1. Methadone.

9.1.2. Buprenorphine products, including:

9.1.2.1. Single-entity buprenorphine products.

9.1.2.2. Buprenorphine/naloxone tablets,

9.1.2.3. Buprenorphine/naloxone films.

9.1.2.4. Buprenorphine/naloxone buccal preparations.

9.1.2.5. Long-acting injectable buprenorphine products.

9.1.2.6. Buprenorphine implants.

9.1.2.7. Injectable extended-release naltrexone.

9.2. The Contractor and/or referred providers shall only provide medical withdrawal management services to any individual supported by SOR Grant Funds if the withdrawal management service is accompanied by the use of injectable extended-release naltrexone, as clinically appropriate.

9.3. The Contractor and/or referred providers shall ensure that clients receiving financial aid for recovery housing utilizing SOR funds shall only be in a recovery housing facility that is aligned with the National Alliance for Recovery Residences standards and registered with the State of New Hampshire, Bureau of Drug and Alcohol Services in accordance with current NH Administrative Rules.

9.4. The Contractor and/or referred providers shall assist clients with enrolling in public or private health insurance, if the client is determined eligible for such coverage.

9.5. The Contractor and/or referred providers shall accept clients on MAT and facilitate access to MAT on-site or through referral for all clients supported with SOR Grant funds, as clinically appropriate.

9.6. The Contractor and/or referred providers shall coordinate with the NH Ryan White HIV/AIDs program for clients identified as at risk of or with HIV/AIDS.

9.7. The Contractor and/or referred providers shall ensure that all clients are regularly screened for tobacco use, treatment needs and referral to the QuitLine as part of treatment planning.

Methods and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
3. This contract is funded with funds from the Substance Abuse and Mental Health Services Administration CFDA #93.788, Federal Award Identification Number (FAIN) H79TI081685 and TI080246.
4. The Contractor shall keep detailed records of their activities related to Department funded programs and services.
5. The Contractor shall ensure specific budget line items are included in state fiscal year budgets, which include:
   5.1. Flex funds in the amount of $78,897 for State Fiscal Year 2020.
   5.2. Naloxone funds in the amount of $186,366 for State Fiscal Year 2020.
   5.3. Housing Voucher funds in the amount of $72,242 for State Fiscal Year 2020.
6. The Contractor shall not use funds to pay for bricks and mortar expenses.
7. The Contractor shall include in their budget, at their discretion the following:
   7.1. Funds to meet staffing requirements of the contract
   7.2. Funds to provide clinical and recovery support services in the contract that are not otherwise reimbursable by public or private insurance or through other Federal and State contracts
   7.3. Funds to meet the GPRA and reporting requirements of the contract
   7.4. Funds to meet staff training requirements of the contract
8. Funds remaining after satisfaction of Section 5 above may be used by the Contractor to support the scope of work outlined in Exhibit A.
9. Payment for said services shall be made monthly as follows:
   9.1. Payments shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this agreement, and shall be in accordance with the approved budget line item.
   9.2. The Contractor shall submit an invoice in a form satisfactory to the State by the twentieth (20th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
   9.3. The invoice must be completed, signed, dated and returned to the Department in order to initiate payment.
   9.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.

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

9.6. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to Melissa.Girard@dhhs.nh.gov.

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

10. Notwithstanding paragraph 18 of the Form P-37, General Provisions, an amendment limited to transfer the funds within the budget and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

11. The Contractor shall provide a final budget for State Fiscal Year 2021 no later than March 31, 2020 for Department approval, which shall be submitted for Governor and Executive Council approval no later than June 30, 2020.

New Hampshire Department of Health and Human Services

Contractor: Littleton Regional Healthcare

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

Budget Period: SFY 20 (7/1/2019-6/30/2020)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 322,000.00	$ -	$ 322,000.00		$ -	$ -	$ 322,000.00	$ -	$ 322,000.00
2. Employee Benefits	$ 112,500.00	$ -	$ 112,500.00		$ -	$ -	$ 112,500.00	$ -	$ 112,500.00
3. Consultants	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -
Lab	$ 10,000.00	$ -	$ 10,000.00		$ -	$ -	$ 10,000.00	$ -	$ 10,000.00
Pharmacy	$ 145,801.00	$ -	$ 145,801.00		$ -	$ -	$ 186,366.00	$ -	$ 186,366.00
Medical	$ 3,800.00	$ -	$ 3,800.00		$ -	$ -	$ 3,800.00	$ -	$ 3,800.00
Office	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -
6. Travel	$ 2,000.00	$ -	$ 2,000.00		$ -	$ -	$ 2,000.00	$ -	$ 2,000.00
7. Occupancy	$ 14,500.00	$ -	$ 14,500.00		$ -	$ -	$ 14,500.00	$ -	$ 14,500.00
8. Current Expenses	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ 5,000.00	$ -	$ 5,000.00		$ -	$ -	$ 5,000.00	$ -	$ 5,000.00
Insurance	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -
9. Software	$ 500.00	$ -	$ 500.00		$ -	$ -	$ 500.00	$ -	$ 500.00
10. Marketing/Communications	$ 2,000.00	$ -	$ 2,000.00		$ -	$ -	$ 2,000.00	$ -	$ 2,000.00
11. Staff Education and Training	$ 3,000.00	$ -	$ 3,000.00		$ -	$ -	$ 3,000.00	$ -	$ 3,000.00
12. Subcontracts/Agreements	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ 70,000.00	$ -	$ 70,000.00		$ -	$ -	$ 70,000.00	$ -	$ 70,000.00
Flex	$ 78,897.00	$ -	$ 78,897.00		$ -	$ -	$ 78,897.00	$ -	$ 78,897.00
Shelter Respite Vouchers	$ 72,242.00		$ 72,242.00		$ -	$ -	$ 72,242.00	$ -	$ 72,242.00
	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -
TOTAL	$ 842,240.00	$ -	$ 842,240.00		$ -	$ -	$ 882,805.00	$ -	$ 882,805.00
Indirect As A Percent of Direct		0.0%							

Contractor Initials

Date 08/13/2019

CERTIFICATE OF VOTE

I, ROGER GINGUE, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Littleton Regional Healthcare.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of

the Agency duly held on December 12, 2016
(Date)

RESOLVED: That the ROBERT F. NUTTER
(Title of Contract Signatory)

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 first day of November, 2018.
(Date Contract Signed)

4. Robert F. Nutter is the duly elected President of the Agency.
(Name of Contract Signatory) (Title of Contract Signatory)

(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Grafton

The forgoing instrument was acknowledged before me this 13th day of August 2019.

By Roger Gingue
(Name of Elected Officer of the Agency)

(Notary Public/Justice of the Peace)

(NOTARY SEAL)

DAWN McPHEE
NOTARY PUBLIC
STATE OF NEW HAMPSHIRE
MY COMMISSION EXPIRES MARCH 23, 2021
COMMISSIONER OF DEEDS

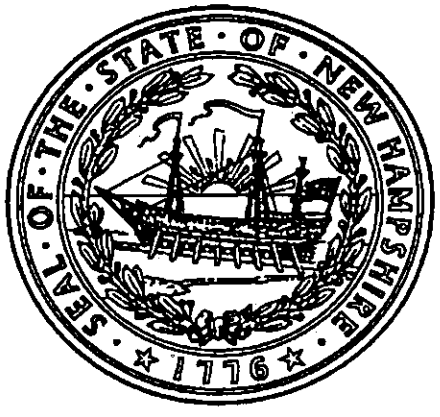
Commission Expires: March 23, 2021

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that LITTLETON HOSPITAL ASSOCIATION is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on April 04, 1906. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **60919**
Certificate Number: **0004556478**



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 26th day of July A.D. 2019.

William M. Gardner
Secretary of State

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that LITTLETON REGIONAL HEALTHCARE is a New Hampshire Trade Name registered to transact business in New Hampshire on May 18, 2012. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **671130**
Certificate Number: **0004555378**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 24th day of July A.D. 2019.

William M. Gardner
Secretary of State

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/8/2018

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

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

PRODUCER Arthur J Gallagher Risk Management Services 470 Atlantic Avenue Boston MA 02210	CONTACT NAME: PHONE (A/C, No, Ext): 617-261-6700 FAX (A/C, No): 617-646-0400 E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE — NAIC #
INSURED NORTCOU-22 North Country Healthcare, Inc. Littleton Regional Hospital 600 St. Johnsbury Road Littleton NH 03561	INSURER A : National Fire & Marine Insurance Co — 20079 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 549270678 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			HN017659	10/1/2018	10/1/2019	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 1,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N / A						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			HN017659	10/1/2018	10/1/2019	$1,000,000 $3,000,000	Per Occurence Aggregate

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

CERTIFICATE HOLDER

State of NH DHHS
129 Pleasant Street
Concord NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Patrick J. Veale

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/8/2018

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PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 470 Atlantic Avenue Boston MA 02210	CONTACT NAME: PHONE (A/C, No, Ext): 617-261-6700 FAX (A/C, No): 617-646-0400 E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : New Hampshire Employers Insurance Company
INSURED LITTREG-01 Littleton Regional Healthcare 600 Saint Johnsbury Road Littleton NH 03561	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1525921812 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			ECC-800-4000559-2018A	10/1/2018	10/1/2019	X PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A (Mandatory in NH)						E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

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

Evidence of Insurance

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AUTHORIZED REPRESENTATIVE

Patrick J. Veale

BerryDunn

[redacted]

LITTLETON REGIONAL HEALTHCARE

LITTLETON HOSPITAL ASSOCIATION, INC.
(d/b/a LITTLETON REGIONAL HEALTHCARE)

FINANCIAL STATEMENTS

September 30, 2018 and 2017

With Independent Auditor's Report

[redacted]

LITTLETON HOSPITAL ASSOCIATION, INC.
(d/b/a LITTLETON REGIONAL HEALTHCARE)

September 30, 2018 and 2017

Table of Contents

BerryDunn

INDEPENDENT AUDITOR'S REPORT

The Board of Trustees
Littleton Hospital Association, Inc.
(d/b/a Littleton Regional Healthcare)

We have audited the accompanying financial statements of Littleton Hospital Association, Inc. (d/b/a Littleton Regional Healthcare), which comprise the balance sheets as of September 30, 2018 and 2017, and the related statements of operations, changes in net assets, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Littleton Regional Healthcare as of September 30, 2018 and 2017, and the results of its operations, changes in its net assets, and its cash flows for the years then ended, in accordance with U.S. generally accepted accounting principles.

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
December 17, 2018

LITTLETON HOSPITAL ASSOCIATION, INC.
(d/b/a LITTLETON REGIONAL HEALTHCARE)

Balance Sheets

September 30, 2018 and 2017

ASSETS

	2018	2017
Current assets		
Cash and cash equivalents	**$ 3,958,019**	$ 7,129,371
Patient accounts receivable, net	**9,123,489**	8,606,746
Supplies	**1,938,794**	1,821,601
Due from related parties	**402,081**	147,838
Prepaid expenses and other current assets	**4,425,652**	1,881,908
Total current assets	**19,848,035**	19,587,464
Assets limited as to use	**49,022,077**	43,086,906
Property and equipment, net	**37,741,010**	38,567,557
Total assets	**$106,611,122**	$101,241,927

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

LIABILITIES AND NET ASSETS

	2018	2017
Current liabilities		
Current portion of long-term debt	$ 1,176,795	$ 1,138,865
Accounts payable and other accrued expenses	2,631,216	2,234,799
Accrued salaries, wages and related accounts	3,230,895	2,944,968
Other current liabilities	520,715	863,987
Current portion of estimated third-party payor settlements	3,368,403	4,313,232
Reserve for self-funded health insurance	-	395,941
Due to related parties	530,458	43,714
Total current liabilities	11,458,482	11,935,506
Deferred compensation	2,970,751	2,626,634
Long-term debt, less current portion	24,463,800	25,262,379
Estimated third-party payor settlements, less current portion	5,598,948	4,085,537
Interest rate swap	1,507,465	2,382,162
Total liabilities	45,999,446	46,292,218
Net assets		
Unrestricted	58,054,504	52,340,287
Temporarily restricted	558,620	614,117
Permanently restricted	1,998,552	1,995,305
Total net assets	60,611,676	54,949,709
Total liabilities and net assets	$106,611,122	$101,241,927

LITTLETON HOSPITAL ASSOCIATION, INC.
(d/b/a LITTLETON REGIONAL HEALTHCARE)

Statements of Operations

Years Ended September 30, 2018 and 2017

	2018	2017
Unrestricted revenues, gains and other support		
Patient service revenue (net of contractual allowances and discounts)	$ 90,193,850	$ 85,889,056
Less provision for bad debts	5,295,151	4,447,206
Net patient service revenue	84,898,699	81,441,850
Other revenues	5,373,017	3,818,959
Net assets released from restriction for operations	306,293	123,748
Total unrestricted revenues, gains and other support	90,578,009	85,384,557
Expenses		
Salaries, wages and fringe	46,613,305	43,757,571
Contract labor	5,347,358	5,231,757
Supplies and other	27,716,375	26,288,995
Medicaid enhancement tax	3,530,402	3,510,562
Depreciation	4,551,192	4,848,787
Interest	905,076	916,368
Total expenses	88,663,708	84,554,040
Operating income	1,914,301	830,517
Nonoperating gains (losses)		
Income from investments, net	2,687,417	3,738,348
Unrestricted gifts, net of expenses	38,840	2,161
Community benefit and contribution expense	(350,805)	(520,926)
Unrealized gain on interest rate swap	874,697	1,098,866
Other	549,767	-
Nonoperating gains, net	3,799,916	4,318,449
Excess of revenues over expenses and increase in unrestricted net assets	$ 5,714,217	$ 5,148,966

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

LITTLETON HOSPITAL ASSOCIATION, INC.
(d/b/a LITTLETON REGIONAL HEALTHCARE)

Statements of Changes in Net Assets

Years Ended September 30, 2018 and 2017

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Balances, October 1, 2016	$ 47,191,321	$ 459,376	$ 1,822,153	$ 49,472,850
Excess of revenues over expenses and increase in unrestricted net assets	5,148,966	-	-	5,148,966
Contributions	-	201,046	950	201,996
Investment income, net	-	77,443	172,202	249,645
Net assets released from restriction for operations	-	(123,748)	-	(123,748)
Increase in net assets	5,148,966	154,741	173,152	5,476,859
Balances, September 30, 2017	52,340,287	614,117	1,995,305	54,949,709
Excess of revenues over expenses and increase in unrestricted net assets	5,714,217	-	-	5,714,217
Contributions	-	148,563	3,245	151,808
Investment income, net	-	102,233	2	102,235
Net assets released from restriction for operations	-	(306,293)	-	(306,293)
Increase (decrease) in net assets	5,714,217	(55,497)	3,247	5,661,967
Balances, September 30, 2018	$ 58,054,504	$ 558,620	$ 1,998,552	$ 60,611,676

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

LITTLETON HOSPITAL ASSOCIATION, INC.
(d/b/a LITTLETON REGIONAL HEALTHCARE)

Statements of Cash Flows

Years Ended September 30, 2018 and 2017

	2018	2017
Cash flows from operating activities		
Change in net assets	$ 5,661,967	$ 5,476,859
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Provision for bad debts	5,295,151	4,447,206
Depreciation	4,551,192	4,848,787
(Gain) loss on sale of property and equipment	(117,983)	103,512
Net realized and unrealized gains on investments	(2,153,825)	(3,543,583)
Unrealized gain on interest rate swap	(874,697)	(1,098,866)
(Increase) decrease in assets		
Patients accounts receivable	(5,811,894)	(4,176,213)
Supplies	(117,193)	(240,966)
Prepaid expenses and other current assets	(2,543,744)	171,550
Due from related party	(254,243)	(147,838)
Increase (decrease) in liabilities		
Accounts payable and other accrued expenses	25,188	(801,780)
Accrued salaries, wages and related accounts	285,927	(227,625)
Other current liabilities	(343,272)	283,128
Due to third-party payors	568,582	1,400,302
Reserve for self-funded health insurance	(395,941)	(120,000)
Due from related party	486,744	43,714
Deferred compensation	344,117	689,916
Net cash provided by operating activities	4,606,076	7,108,103
Cash flows from investing activities		
Purchases of investments	(18,394,366)	(3,718,954)
Proceeds from sale of investments	14,613,020	52,200
Purchases of property and equipment	(3,271,241)	(1,661,211)
Proceeds from sale of property and equipment	426,000	-
Net cash used by investing activities	(6,626,587)	(5,327,965)
Cash flows from financing activities		
Payments on long-term debt	(1,150,841)	(2,455,412)
Net cash used by financing activities	(1,150,841)	(2,455,412)
Net decrease in cash and cash equivalents	(3,171,352)	(675,274)
Cash and cash equivalents, beginning of year	7,129,371	7,804,645
Cash and cash equivalents, end of year	$ 3,958,019	$ 7,129,371
Supplemental disclosures of cash flow information		
Interest paid	$ 901,835	$ 959,399
Noncash investing and financing transactions		
Acquisition of property and equipment financed through capital lease	$ 390,192	$ 327,191
Acquisition of equipment included in accounts payable	$ 371,229	$ -

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

Organization

Littleton Hospital Association, Inc. (d/b/a Littleton Regional Healthcare) (Hospital) is a New Hampshire not-for-profit corporation which operates a community-oriented general hospital. Effective April 1, 2016, North Country Healthcare, Inc. (NCHI) became the sole corporate member of the Hospital. NCHI is also the parent company of Androscoggin Valley Hospital (AVH), Upper Connecticut Valley Hospital (UCVH), Weeks Medical Center (Weeks), and North Country Home Health & Hospice Agency, Inc. Any and all activity with these entities is disclosed as activity with related parties.

1. Summary of Significant Accounting Policies

Basis of Presentation

The Hospital's financial statements are presented in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 958, *Not-For-Profit Entities*. Under FASB ASC 958, all not-for-profit organizations are required to provide a statement of financial position, a statement activities (or statements of operations and changes in net assets), and a statement of cash flows. FASB ASC 958 requires reporting amounts for the Hospital's total assets, liabilities, and net assets in a balance sheet; reporting the change in the Hospital's net assets in a statement of activities (or statements of operations and changes in net assets); and reporting the change in its cash and cash equivalents in a statement of cash flows.

FASB ASC 958 also requires net assets and its revenues, expenses, gains, and losses be classified based on the existence or absence of donor-imposed restrictions. It requires that the amounts for each of the three classes of net assets - permanently restricted, temporarily restricted, and unrestricted - be displayed in a balance sheet and that the amounts of change in each of those classes of net assets be displayed in a statement of activities (or statements of operations and changes in net assets).

Use of Estimates

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

Income Taxes

The Hospital is a not-for-profit corporation as described in Section 501(c)(3) of the Internal Revenue Code and is exempt from federal income taxes on related income.

Cash and Cash Equivalents

Cash and cash equivalents include money market funds with a maturity of three months or less when purchased. Cash and cash equivalents exclude assets whose use is limited by the Board of Trustees. The Hospital maintains its cash in deposit accounts which, at times, may exceed federal depository insurance limits. Management believes credit risk related to these investments is minimal. The Hospital has not experienced any losses in such accounts.

Patient Accounts Receivable

Patient accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts through a charge to operations and a credit to a valuation allowance based on its assessment of individual accounts and historical adjustments. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to patient accounts receivable.

In evaluating the collectibility of accounts receivable, the Hospital analyzes past results and identifies trends for each major payor source of revenue for the purpose of estimating the appropriate amounts of the allowance for doubtful accounts and the provision for bad debts. The adequacy of the allowance for doubtful accounts is regularly reviewed. For receivables associated with services provided to patients who have third-party coverage, an allowance for doubtful accounts and a provision for bad debts are established at varying levels based on the age and payor source of the receivable. For receivables associated with self-pay patients, the Hospital records a provision for bad debts in the period of service based on past experience indicating the inability or unwillingness to pay amounts for which they are financially responsible.

Supplies

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

Investments and Investment Income

Investments in equity securities with readily-determinable fair values and all investments in debt securities are measured at fair value in the balance sheets. Values of investments in limited partnerships or companies are based on the net asset values (NAV) per share of the respective funds as reported in the financial statements of the related interest and provided by the investment manager. Management reviews and evaluates the valuations provided by the investment managers and believes these valuations are a reasonable estimate of value at September 30, 2018 and 2017, but are subject to uncertainty and, therefore may differ from the value that would have been used had a ready market for the investments existed.

Management has adopted FASB ASC 825-10-35-4 *Financial Instruments - Overall - Subsequent Measurement - Fair Value Option*, and has elected the fair value option relative to its investments, which consolidates all investment performance activity within the nonoperating gains (losses) section of the statements of operations to simplify the presentation of investment return in the statement of operations.

Donor-restricted investment income and gains (losses) on investments on donor-restricted investments are recorded within their respective net asset category until expended in accordance with the donor's restrictions.

Investments, in general, are exposed to various risks, such as interest rate, credit, and overall market volatility risks. Consequently, it is reasonably possible that changes in the values of investments will occur in the near term and that such changes could materially affect the amounts reported in the balance sheets.

Property and Equipment

Property and equipment acquisitions are recorded at cost or, if contributed, at fair market value determined at the date of donation. Depreciation is provided over the estimated useful life of each class of depreciable asset and is computed using the straight-line method. Equipment under capital lease obligations is amortized on the straight-line method over the shorter period of the lease term or the estimated useful life of the equipment. Such amortization is included in depreciation and amortization in the financial statements. Interest cost incurred on borrowed funds during the period of construction of capital assets is capitalized as a component of the cost of acquiring those assets.

Gifts of long-lived assets, such as land, buildings or equipment, are reported as unrestricted support unless explicit donor stipulations specify how the donated assets must be used. Gifts of long-lived assets with explicit restrictions that specify how the assets are to be used and gifts of cash or other assets that must be used to acquire long-lived assets are reported as restricted support. Absent explicit donor stipulations about how long those long-lived assets must be maintained, expirations of donor restrictions are reported when the donated or acquired long-lived assets are placed in service.

Employee Fringe Benefits

The Hospital has an "earned time" plan to provide certain fringe benefits for its employees. Under this plan, each employee "earns" paid leave each payroll period. Accumulated hours may be used for vacations, holidays or illnesses. Hours earned, but not used, vest with the employees up to established limits. The Hospital accrues the cost of these benefits as they are earned.

Interest Rate Swap

The Hospital uses an interest rate swap contract to eliminate the cash flow exposure of interest rate movements on variable-rate debt. The Hospital has adopted FASB ASC 815, *Derivatives and Hedging*, to account for its interest rate swap contract. The interest rate swap is not considered a cash flow hedge and, therefore, is included within nonoperating gains (losses).

Temporarily and Permanently Restricted Net Assets

Temporarily restricted net assets are those whose use by the Hospital has been limited by donors to a specific time period or purpose. When a donor restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), temporarily restricted net assets are reclassified as unrestricted net assets and reported in the statements of operations and changes in net assets as either net assets released from restriction for operations or net assets released from restriction for capital acquisition.

Permanently restricted net assets have been restricted by donors to be maintained by the Hospital in perpetuity.

Nonoperating Gains (Losses)

Activities other than those in connection with providing healthcare services are considered to be nonoperating. Nonoperating gains and losses consist primarily of income and gains and losses on invested funds, unrestricted gifts, community benefit expense, and unrealized gain (loss) on interest rate swap.

Excess of Revenues Over Expenses

The statements of operations include excess of revenues over expenses. Changes in unrestricted net assets, if any, which are excluded from excess of revenues over expenses, consistent with industry practice, include net assets released from restriction for capital acquisition and net asset transfers.

Net Patient Service Revenue

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

Donor-Restricted Gifts

Unconditional promises to give cash and other assets to the Hospital are reported at fair value at the date the promise is received. Conditional promises to give and indications of intentions to give are reported at fair value at the date the gift is received. The gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), temporarily restricted net assets are reclassified as unrestricted net assets and reported in the statements of operations as net assets released from restriction. Donor-restricted contributions whose restrictions are met within the same year as received are reported as unrestricted contributions in the accompanying financial statements.

Charity Care

The Hospital provides care to patients who meet certain criteria under its charity care policy. Because the Hospital does not pursue collection of amounts determined to qualify as charity care, they are not reported in net revenue.

Infrequency of Occurrence

A transaction not reasonably expected to recur in the foreseeable future is considered to occur infrequently. The past occurrence of an event or transaction for a particular entity provides evidence to assess the probability of recurrence of that type of event or transaction in the foreseeable future. During 2018, the Hospital entered into a class-action lawsuit with an investment bank related to misleading interest rates. The class-action lawsuit resulted in a favorable settlement to the Hospital in the amount of $549,767, which is included in other nonoperating income on the statement of operations.

Subsequent Events

For purposes of the preparation of these financial statements in conformity with U.S. GAAP, the Hospital has considered transactions or events occurring through December 17, 2018, which was the date the financial statements were available to be issued.

State of New Hampshire Grant

The Hospital received a two year grant from the State of New Hampshire to establish a regional hub to provide access for patients with substance use disorders. The Hospital's grant awards are $801,000 and $741,101, respectively, and are conditional in nature, therefore they have not been accrued for the fiscal year ending September 30, 2018.

2. Net Patient Service Revenue and Patient Accounts Receivable

Net Patient Service Revenue

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

	2018	2017
Gross patient service revenue		
Routine services	$ 6,784,417	$ 5,478,152
Ancillary services	161,167,308	157,050,351
	167,951,725	162,528,503
Less contractuals and discounts	77,757,875	76,639,447
Patient service revenue (net of contractual allowances and discounts)	90,193,850	85,889,056
Less provision for bad debts	5,295,151	4,447,206
Net patient service revenue	$ 84,898,699	$ 81,441,850

Patient Accounts Receivable

Patient accounts receivable are stated net of estimated contractual allowances and allowance for bad debts as follows as of September 30:

	2018	2017
Patient accounts receivable	$ 21,746,489	$ 19,345,446
Less estimated contractual allowances	8,612,000	7,515,700
Less estimated allowance for bad debts	4,011,000	3,223,000
Patient accounts receivable, net	$ 9,123,489	$ 8,606,746

During 2018, the Hospital increased its estimate from approximately $1,933,000 to approximately $2,115,000 in the allowance for doubtful accounts relating to self-pay patients. During 2018, self-pay write-offs increased from approximately $5,222,000 to approximately $6,119,000. Such increases are the result of higher-deductible health insurance plans.

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

Medicare

The Hospital is a Critical Access Hospital (CAH). Under the CAH program, the Hospital is reimbursed at 101% of allowable costs for its inpatient and most outpatient services provided to Medicare patients. The Hospital is reimbursed at tentative rates with final determination after submission of annual cost reports by the Hospital and audits thereof by the Medicare fiscal intermediary. The Hospital's cost reports have been audited by the fiscal intermediary through September 30, 2015.

Medicaid

Inpatient services rendered to Medicaid program beneficiaries are reimbursed under prospectively-determined per-discharge rates. The prospectively-determined per-discharge rates are not subject to retroactive adjustment. Outpatient services rendered to Medicaid beneficiaries are reimbursed on a combination of prospectively-determined fee schedules and a cost reimbursement methodology. The Hospital is reimbursed for outpatient services at a tentative rate with final settlement determined after submission of annual cost reports by the Hospital and audits thereof by the Medicaid fiscal intermediary. The Hospital's cost reports have been audited by the fiscal intermediary through September 30, 2013.

Anthem

Inpatient and outpatient services rendered to Anthem subscribers are reimbursed based on standard charges, less a negotiated discount, except for lab and radiology services which are reimbursed on fee schedules.

Revenue from the Medicare and Medicaid programs accounted for approximately 34% and 15%, respectively, of the Hospital's patient service revenue (net of contractual allowances and discounts) for the year ended September 30, 2018, and 32% and 15%, respectively, of the Hospital's patient service revenue (net of contractual allowances and discounts) for the year ended September 30, 2017. Laws and regulations governing the Medicare and Medicaid programs are extremely complex and subject to interpretation. As a result, there is at least a reasonable possibility that recorded estimates will change by a material amount in the near term. Net patient service revenue decreased by approximately $262,000 in 2018 and increased by approximately $131,570 in 2017, respectively, due to changes in estimates and differences in retroactive adjustments compared to amounts previously estimated.

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

The Hospital recognizes patient service revenue associated with services rendered to patients who have third-party payor coverage on the basis of contractual rates for such services. For uninsured patients that do not qualify for charity care, the Hospital recognizes revenue on the basis of its standard rates (or on the basis of discounted rates, if negotiated or provided by policy). Based on historical trends, a significant portion of the Hospital's uninsured patients will be unable or unwilling to pay for the services rendered. Thus, the Hospital records a provision for bad debts related to uninsured patients in the period the services are rendered. Patient service revenue, net of contractual allowances and discounts but before the provision for bad debts, recognized in the period from these major payor sources are as follows:

	2018	2017
Total all payors		
Third-party payors	$ 85,422,571	$ 81,135,131
Self-pay	4,771,279	4,753,925
Patient service revenue (net of contractual allowances and discounts)	$ 90,193,850	$ 85,889,056

Disproportionate Share Hospital Payments

Medicaid disproportionate share hospital (DSH) payments provide financial assistance to hospitals that serve a large number of low-income patients. The federal government distributes federal DSH funds to each state based on a statutory formula. The states, in turn, distribute their portion of the DSH funding among qualifying hospitals. The states are to use their federal DSH allotments to help cover the costs of hospitals that provide care to low-income patients when those costs are not covered by other payors. The State of New Hampshire's plan for the distribution of DSH monies to its hospitals has not yet been approved by the Centers for Medicare and Medicaid Services (CMS). Therefore, amounts recorded by the Hospital are subject to change. Included within contractual allowances in patient service revenue (net of contractual allowances and discounts) in the statements of operations is approximately $3,542,000 for the years ended September 30, 2018 and 2017 related to DSH payments.

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

3. Community Benefit

The Hospital provides services without charge, or at amounts less than its established rates, to patients who meet the criteria of its charity care policy. Patients deemed as not meeting criteria for the New Hampshire Health Access Network are then considered for the Hospital's Charity Care program. The individual must be deemed ineligible for Medicaid and the Buffington Fund (Lisbon residents only) to be considered for the program.

Charity care is granted on a sliding scale based on gross income and family size as compared to the federal poverty guidelines as follows:

- Up to 200% of federal poverty guidelines will receive 100% charity care;
- 201%-225% of federal poverty guidelines will receive 75% charity care;
- 226%-275% of federal poverty guidelines will receive 50% charity care; and
- 276%-300% of federal poverty guidelines will receive 25% charity care.

The net cost of charity care provided was approximately $569,000 in 2018 and $509,000 in 2017. The total cost estimate is based on an overall financial statement cost to charge ratio applied against gross charity care charges. In 2018 and 2017, 0.64% and 0.60%, respectively, of all services as defined by percentage of gross revenue was provided on a charity basis.

In 2018, of a total of 1,641 inpatients, 42 received their entire episode of service on a charity basis and 29 received partial subsidy. In 2017, of a total of 1,534 inpatients, 4 received full charity and 57 received partial subsidy.

4. Property and Equipment

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

	2018	2017
Land	$ 764,443	$ 786,809
Land improvements	3,792,448	3,740,303
Buildings	41,202,168	42,230,466
Fixed equipment	14,664,397	14,736,422
Major moveable equipment	33,871,778	31,796,848
Assets under capital leases	717,383	327,191
	95,012,617	93,618,039
Less accumulated depreciation and amortization	58,628,917	55,428,034
	36,383,700	38,190,005
Construction-in-progress	1,357,310	377,552
	$ 37,741,010	$ 38,567,557

5. Assets Limited as to Use

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

	2018	2017
Board-designated for capital acquisition and operations	$ 43,514,141	$ 37,911,338
Deferred compensation	2,970,751	2,626,634
Temporarily restricted	538,633	553,629
Permanently restricted	1,998,552	1,995,305
Total	$ 49,022,077	$ 43,086,906

The composition of assets limited as to use consisted of the following at September 30:

	2018	2017
Cash and cash equivalents	$ 3,012,897	$ 187,959
Fixed income	4,579,679	4,274,197
Mutual funds	29,345,376	27,133,142
Other investments	12,084,125	11,491,608
Total	$ 49,022,077	$ 43,086,906

Investment income and gains (losses) consisted of the following:

	2018	2017
Unrestricted net assets:		
Interest and dividends, net of fees	$ 554,473	$ 411,772
Realized gains	106,958	10,848
Unrealized gains	2,025,986	3,315,728
	2,687,417	3,738,348
Temporarily restricted net assets:		
Interest and dividends, net of fees	81,352	33,212
Realized losses	(2,498)	(2,202)
Unrealized gains	23,379	46,433
	102,233	77,443
	$ 2,789,650	$ 3,815,791

Changes in endowment (donor-restricted) net assets for the year ended September 30, 2018 are as follows:

	Temporarily Restricted	Permanently Restricted	Total
Endowment net assets, beginning of year	$ 291,055	$ 1,995,305	$ 2,286,360
Investment return			
Investment income, net of fees	113,541	2	113,543
Realized losses on investments	(286)	-	(286)
Unrealized gains on investments	15,047	-	15,047
Total investment return, net	128,302	2	128,304
Contributions	-	3,245	3,245
Appropriation of endowment assets for expenditure	(52,522)	-	(52,522)
Endowment net assets, end of year	$ 366,835	$ 1,998,552	$ 2,365,387

Changes in endowment (donor restricted) net assets for the year ended September 30, 2017 are as follows:

	Temporarily Restricted	Permanently Restricted	Total
Endowment net assets, beginning of year	$ 246,154	$ 1,822,153	$ 2,068,307
Investment return			
Investment income (loss), net of fees	23,347	(574)	22,773
Realized losses on investments	(571)	(9,100)	(9,671)
Unrealized gains on investments	26,354	181,876	208,230
Total investment return, net	49,130	172,202	221,332
Contributions	-	950	950
Appropriation of endowment assets for expenditure	(4,229)	-	(4,229)
Endowment net assets, end of year	$ 291,055	$ 1,995,305	$ 2,286,360

Interpretation of Relevant Law

The Hospital has interpreted the State of New Hampshire Uniform Prudent Management of Institutional Funds Act (UPMIFA) such that the Board of Trustees is allowed to appropriate for expenditure for the uses and purposes for which the endowment fund is established, unless otherwise specified by the donor, so much of the net appreciation, realized and unrealized, in the fair value of the assets of the endowment fund over the historic dollar value of the fund, as is prudent. In so doing, the Board must consider the long-term and short-term needs of the Hospital in carrying out its purpose, its present and anticipated financial requirements, expected total return on its investments, price-level trends, and general economic conditions. As a result of this interpretation, the Hospital classifies as permanently restricted net assets (a) the original value of the gifts donated to the permanent endowment when explicit donor stipulations requiring permanent maintenance of the historical fair value are present, and (b) the original value of the subsequent gifts to the permanent endowment when explicit donor stipulations requiring permanent maintenance of the historical fair value are present. The remaining portion of the donor restricted endowment fund composed of accumulated gains not required to be maintained in perpetuity is classified as temporarily restricted net assets until those amounts are appropriated for expenditure in a manner consistent with the donor's stipulations. The Board approves amounts to be appropriated from time to time, based on the Hospital's needs and the provisions of UPMIFA.

Investment Policy and Strategies Employed for Achieving Objectives

In managing its diversified portfolio, the Hospital measures the performance of its investment portfolio's components against the appropriate market benchmark. The investment objective for the portfolio is to achieve the highest long-term total return on assets that is consistent with prudent investment practices. Over the long term, good investment performance should maintain or enhance the purchasing power of the portfolio's assets. A secondary objective is to achieve an annualized return that meets or exceeds a Policy Index that is comprised of reasonable market benchmarks in a weighting that is consistent with the target asset allocation as approved by the Hospital.

The portfolio assets have a long-term, indefinite time horizon with relatively low liquidity needs. As such, the Fund may take advantage of less liquid investments and assume a time horizon that extends well beyond a normal market cycle. It is expected, however, that sufficient portfolio diversification will smooth volatility and help to assure a reasonable consistency of return. The portfolio is managed on a total return basis.

6. Borrowings

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

	2018	2017
Series 2015A fixed-rate bonds held by T.D. Bank N.A, payable in monthly principal and interest installments of $25,201 through September 2038; interest rate of 2.39%; collateralized by substantially all Hospital assets and gross receipts.	**4,799,418**	4,984,493
Series 2015B variable-rate bonds held by T.D. Bank N.A, payable in monthly installments of $77,001 through September 2038; interest rate of 69.75% of one-month London Interbank Offering Rate (LIBOR) plus 0.73% (2.22% at September 30, 2018); collateralized by substantially all Hospital assets and gross receipts (see interest rate swap agreement disclosure).	**18,976,322**	19,597,572
2.97% note payable to a bank, due in variable monthly installments including interest, through April 2023; collateralized by substantially all Hospital assets.	**1,404,004**	1,685,780
Various capital leases, payable in 60 to 120 monthly principal payments ranging from $5,272 to $8,683 including interest rates varying from 2.84% to 8.49%; and maturing between April 2018 and July 2028; collateralized by specific assets acquired under capital leases.	**638,503**	319,934
Total long-term debt, before unamortized and deferred issuance costs	**25,818,247**	26,587,779
Unamortized deferred issuance costs	**(177,652)**	(186,535)
Total long-term debt	**25,640,595**	26,401,244
Less current portion	**1,176,795**	1,138,865
Long-term debt, excluding current portion	**$ 24,463,800**	$ 25,262,379

The Series 2015 bonds require the Hospital to meet certain covenants. As of September 30, 2018 the Hospital was in compliance with the covenants.

Annual principal maturities on long-term debt, including capital leases, for fiscal years subsequent to September 30, 2018 are as follows:

	Bonds and Notes Payable	Capital Lease Obligations
2019	$ 1,100,750	$ 114,411
2020	1,137,731	114,411
2021	1,174,694	114,411
2022	1,216,590	114,411
2023	1,120,697	109,139
Thereafter	19,429,282	226,986
	$ 25,179,744	793,769
Less amount representing interest under capital leases obligations		(155,266)
		$ 638,503

Interest on long-term debt, excluding letter-of-credit fees, was $905,076 and $916,368 for the years ended September 30, 2018 and 2017, respectively.

Interest Rate Swap

In connection with the issuance of the Series 2015B bonds, the Hospital entered into an interest rate swap agreement to hedge the associated interest rate risk. The swap notional amounts were $14,619,000 at September 30, 2018. The swap terminates on October 11, 2027. The interest rate swap agreement requires the Hospital to pay a fixed rate of 3.5625% in exchange for a variable rate of 69.75% of one-month LIBOR plus 0.73% which matches the rate under the bonds.

The Hospital is required to include the fair value of the swap in the balance sheets, and annual changes, if any, in the fair value of the swap in the statements of operations. For example, during the holding period, the annually-calculated value of the swap will be reported as an asset if interest rates increase above those in effect on the date the swap was entered into and as an unrealized gain in the statements of operations, which will generally be indicative that the net fixed rate the Hospital is paying is below market expectations of rates during the remaining term of the swap. The swap will be reported as a liability (and as an unrealized loss in the statements of operations) if interest rates decrease below those in effect on the date the swap was entered into, which will generally be indicative that the net fixed rate the Hospital is paying on the swap is above market expectations of rates during the remaining term of the swap. These annual accounting adjustments of value changes in the swap transaction are non-cash recognition requirements, the net effect of which is intended to be zero at the maturity date of the swap agreement. The Hospital retains the sole right to terminate the swap agreement should the need arise. The Hospital recorded the swap at its liability position of $1,507,465 and $2,382,162 at September 30, 2018 and 2017, respectively.

7. Retirement Plans

The Hospital sponsors a 403(b) retirement plan for its employees. Contributions are computed as a percentage of earnings and are funded as accrued. Effective November 1, 2017, the Hospital merged its plan with the other members of NCHI in the North Country Healthcare Retirement Plan.

The amount charged to expense for the 403(b) plan totaled $623,782 and $664,644 for 2018 and 2017, respectively.

In addition, the Hospital maintains a 457(b) deferred compensation plan for certain employees. An asset and a liability of $2,970,751 and $2,626,634, respectively, have been recorded related to this plan for 2018 and 2017.

8. Commitments and Contingencies

Professional Liability Insurance

The Hospital maintains medical malpractice insurance coverage on a claims-made basis. The Hospital is subject to complaints, claims, and litigation due to potential claims which arise in the normal course of business. U.S. GAAP requires the Hospital to accrue the ultimate cost of malpractice claims when the incident that gives rise to the claim occurs, without consideration of insurance recoveries. Expected recoveries are presented as a separate asset. The Hospital has evaluated its exposure to losses arising from potential claims and determined that no such accrual is necessary for the year ended September 30, 2018. The Hospital intends to renew coverage on a claims-made basis and anticipates that such coverage will be available in future periods.

Health Insurance

During 2018, the Hospital terminated its self-funded health insurance plan for its employees. At September 30, 2018, there were no accrued estimated costs on incurred but not reported claims. The Hospital established a traditional health insurance plan that provides the employees the option of choosing one of six plan options that best suits the needs of the employee.

Operating Leases

The Hospital as lessee has various non-cancelable leases for office space, including space sub-leased, all of which are classified as operating leases. Lease expense was $550,430 and $548,611 for the years ended September 30, 2018 and 2017, respectively. Future minimum lease payments are as follows for years ending September 30:

2019	$ 543,618
2020	541,894
2021	518,106
2022	533,649
2023	549,659
Total future minimum lease payments	$ 2,686,926

Professional Services Agreement

The Hospital entered into a professional services, medical direction and management agreement (Agreement) with The Alpine Clinic, LLC (Alpine) in March 2012. Alpine is a private physician practice group with clinical sites in five towns in northern New Hampshire providing orthopedic care, clinical services and related physical therapy, radiology and magnetic resonance imaging services to patients in this region. The initial term of the Agreement was in effect for a period of three years. There are provisions under the Agreement for early termination, subject to agreement between the two parties. Subsequent to the expiration of the inital term, the arrangement has continued on a monthly basis.

Under the terms of the Agreement, the Hospital has agreed to sub-lease Alpine's offices, furniture and equipment. The Hospital has agreed to engage Alpine to provide the professional orthopedic and physical therapy services through the physicians, nurse practitioners, physician assistants, and licensed physical therapists employed by Alpine. Alpine has agreed to engage the radiology and magnetic resonance imaging technicians employed by the Hospital to provide the technical services in connection with imaging services to Hospital patients at the Alpine offices. The Hospital has also agreed to engage Alpine to provide the services of all administrative and support staff as is necessary and desirable for the effective and efficient delivery of the orthopedic, physical therapy and imaging services.

Alpine has agreed that its sole compensation under this Agreement will be the fees set forth in the Agreement and that all payments from patients, third-party payors or otherwise for Alpine professional services furnished by the providers to Hospital patients will belong to the Hospital. The fees under the Agreement include an annual base fee, to be paid monthly, and a productivity fee which is to be paid within 30 days following the end of each year of the Agreement. The methodology used to calculate the base fee and productivity fee is specifically defined in the Agreement.

The fees paid to Alpine during the years ended September 30, 2018 and 2017 were $2,970,704 and $2,881,591, respectively, of which $177,497 is included in prepaid expenses and other current assets at September 30, 2018 and 2017.

Equipment Maintenance Agreement

During 2012, the Hospital entered into a capital lease to finance the purchase of a new Magnetic Resonance Imaging scanner. During 2018, the capital lease was paid in full and a new maintenance agreement was entered into for $9,856 per month. Total maintenance expense related to the capital lease in 2018 and 2017 was $137,557 and $114,687, respectively. The maintenance fee commitment expires in June 2022.

Payments in Lieu of Taxes

The Hospital entered into an agreement with the Town of Littleton that calls for annual payments in lieu of taxes through 2026 of $75,000 per year adjusted annually by the Consumer Price Index. For the years ended September 30, 2018 and 2017 the payments were $76,458 and $75,748, respectively.

9. Physician Practices

During 2018 and 2017, the Hospital operated several physician practices. As of September 30, 2018 and 2017, the Hospital recognized net practice operations activity as follows:

	2018	2017
Net practice revenue	$ 15,720,744	$ 15,333,071
Direct expenses	21,509,290	20,424,666
Net loss (before indirect expenses)	$ (5,788,546)	$ (5,091,595)

10. Temporarily and Permanently Restricted Net Assets

Temporarily restricted net assets are available for the following purposes or periods as of September 30:

	2018	2017
Construction fund	$ 3,496	$ 3,266
Indigent care	150,291	127,173
Health education	9,123	7,037
Pastoral care	9,475	9,076
Veterans transportation	1,872	1,793
Volunteer services	69,459	54,026
Other health-related services	314,904	411,746
	$ 558,620	$ 614,117

Permanently restricted net assets are restricted to the following as of September 30:

	2018	2017
Investments to be held in perpetuity, the income from which is expendable to support healthcare services	$ 1,998,552	$ 1,995,305

11. Functional Expenses

The Hospital provides general healthcare services to residents within its geographic location. Expenses related to providing these services are as follows:

	2018	2017
Healthcare services	$ 67,182,053	$ 64,622,667
General and administrative	21,481,655	19,931,373
	$ 88,663,708	$ 84,554,040

12. Concentration of Credit Risk

Patient Accounts Receivable

The Hospital grants credit without collateral to its patients, most of whom are local residents and insured under third-party payor agreements. The mix of receivables for patients and third-party payors at September 30, 2018 and 2017 was as follows:

	2018	2017
Medicare	26 %	24 %
Medicaid	12	13
Anthem	10	11
Other third-party payors	30	30
Patient	22	22
	100 %	100 %

13. Fair Value Measurements

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

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

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

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

Assets and liabilities measured at fair value and net asset value on a recurring basis are summarized below:

	Fair Value Measurements at September 30, 2018		
	Total	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)
Assets			
Cash and cash equivalents	$ 3,012,897	$ 3,012,897	$ -
Fixed income	1,608,928	-	1,608,928
Mutual funds			
Index funds	23,298,688	23,298,688	-
Bond funds	6,046,688	6,046,688	-
Total mutual funds	29,345,376	29,345,376	-
Assets to fund deferred compensation			
Fixed income	2,970,751	2,970,751	-
Total assets at fair value	36,937,952	$ 32,316,127	$ 1,608,928
Investments measured at net asset value	12,084,125		
Total assets	$ 49,022,077		
Liabilities			
Interest rate swap	$ 1,507,465	$ -	$ 1,507,465
Total liabilities	$ 1,507,465	$ -	$ 1,507,465

2019 BOARD OF TRUSTEES - LITTLETON REGIONAL HEALTHCARE

LAST NAME	FIRST NAME	Position
Bratz	Milton	Member
Chisolm	Fred	Member
Mee	Thomas	NCH CEO
Fitzpatrick	Dr. Patrick	Member
Garrison	Ashley	Member
Gingue	Roger	Chair
Goldberg	Dr. Stephen	Member
Hallquist	Robin	Medical Staff President
Hennessey	Erin	Treasurer/Secretary
Jesseman	Richard	Member
Kunz	Elizabeth	Member
Morgan	Laurie	Member & LRH Auxiliary
Nutter	Bob	LRH President
Rankin	Dr. Deane	Member
Shanshala II	Ed	Member
Smith	Paul	Member
Woodward	Jeff	Vice Chair
MacArthur	Dr. Dougald	Member

Jarrett E. Stern, MHA 

Professional Experience

Executive – Special Projects - 2017 to Present

NORTH COUNTRY HEALTHCARE: Whitefield, NH

Chief Executive Officer—2013 to 2017

UNIVERSITY ORTHOPAEDICS, PC ("UOPC")—Main Campus: Hawthorne, NY

Recruited to improve quality and provide executive leadership to multi-site academic orthopaedic practice. UOPC has 15 full time surgeons, radiology and physical therapy. With offices in both New York and Connecticut, UOPC provides expertise in all orthopaedic subspecialties in adults and pediatrics. Responsible for management of six locations, 50+ employees, and annual revenues of $15 million.

- Oversee administration of all site locations. Assume full responsibility for strategic planning, development, operations, sales and marketing, customer service, human resources, regulatory and compliance and P & L performance.
- Re-directed operations to increase profit growth in order to streamline procedures and implement measures to reduce costs. Reduced overhead and administrative expenses by 14%.
- Adopted technological resources to convert from paper to electronic systems to accommodate ICD-10 conversion, which improved records, files, and document retention, and streamlined practice management to comply with Meaningful Use requirements.
- Established Executive Governance Board; provide leadership to managers, directors and staff that will enroll support, create ownership of goals, and encourage active participate in decisions that impact the practice.
- Completely upgraded all IT hardware and software systems from the traditional PC model to thin client and cloud based systems.
- Charged with bringing practice into compliance with government regulations. Performed multiple mock RAC audits/education sessions to improve compliance with CMS guidelines.
- Actively and successfully explored new business opportunities to expand growth resulting in partnership with physiatry and physical therapy practices, commencing March 2015.
- Successfully negotiated and signed contracts, including managed care arrangements to improve reimbursements and patient volume.
- Strengthened referral base which includes private patients, corrections, governmental payors and others, resulting in increased new patient visits and a solid reputation in the area and healthcare community. Annual patient visits currently exceed 38,000.

- Renegotiated and upgraded health, dental, life, disability, and 401(k) plans for all employees, increasing quality of benefits provided while lowering overall costs.
- Revised supply chain process including vendor replacement and JIT ordering to create cash flow savings, minimize loss and stock outs and effectively utilize available space.

Chief Operating Officer—2013

ORTHOPEDICS AND NEUROSURGERY SPECIALISTS, PC—Greenwich, CT

Recruited to lead all aspects of business management and financial operations. This multi-location practice has 21 full time physicians, MRI, physical therapy, conventional imaging, 140 FTE and partnership in an ambulatory surgery center. Gross annual revenue exceeds $40 million derived from approximately 40,000 patient visits.

- Developed formal inventory system with dedicated storage locations and par levels; implemented IOS software to track materials with a link to Quick Books for efficient and accurate accounting.
- Increased MRI volume 10% resulting in added revenue.
- Restructured administrative and clinical staffs to more efficiently utilize existing talent; recruited and hired Chief Financial Officer and Nursing Director.
- Increased physical therapy capacity creating 5% additional throughput.
- Initiated managed care contract negotiations with Blue Cross and Harvard/Pilgrim Health; projected to increase patient volume by approximately 10% per annum.
- Led $800,000 renovation to modernize existing real estate and install infrastructure needed for all IT and telephone system upgrades.
- Reorganized executive management structure to optimize clinical and administrative processes; appointed Medical Directors for radiology/MRI and physical therapy to oversee day-to-day accountabilities.
- Negotiated and contracted all practice insurance policies including: Property and Casualty, Directors and Officers, Workers Compensation, Employee Health Insurance, Umbrella Policy and Employee Benefits.
- Defined strategy and led task force for ICD-10 conversion and Meaningful Use Stage 2.

Vice President, Perioperative Services and Orthopedics—2009 to 2013

Perioperative Services, Central Sterile Processing, Department of Anesthesiology, Endoscopy Unit, Department of Orthopedics, Department of Surgery, Department of Otolaryngology, Head and Neck Surgery and Audiology

WESTCHESTER MEDICAL CENTER – Valhalla, NY

Responsible for all business, operational and regulatory requirements including supervision of 400 full-time employees, 26 Operating rooms, 4 Endoscopy suites and 2 Procedure rooms. Managed operating budget in excess of $80 million covering 15 cost centers with over $398 million of annual charges.

- Led negotiation for contracts relating to total joint, spine, trauma, LVADs, and all cardiothoracic implants resulting in an annualized savings of over 20%. Spearheaded build-out of additional pediatric operating room accommodating an additional 780 cases; led construction of two additional PACU bays and managed the complete renovation of 13 operating rooms including the addition of a hybrid room. Upgraded McKesson Operating Room Information System to maximize capabilities and interface with CSPD information system; upgraded Abacus CSPD information system to accommodate and

incorporate bar code technology and increased throughput capacity via installation of a four chamber tunnel washer.

- Led integration of The Pyxis Profile System and Med-Station, an automated pharmaceutical supply management system expediting and securing the distribution of medication while streamlining costs associated with charge materials within perioperative areas.
- Implemented *Life Wings* program to boost patient safety, reduce medical errors and lower malpractice costs bringing about increased employee satisfaction and reduced nurse turnover.
- Expanded and enhanced Robotic Surgery Program resulting in increased usage by over 200% across three service lines. Initiated the procurement and implementation of the Advisory Board Surgical Compass System to verify and benchmark perioperative data captured in the Operating Room Information System.
- Medical Center leadership and academic roles: Chairman of Laser Safety Committee, Chairman of Value Analysis Committee, Co-Chair of Operating Room Committee, Trainer – LifeWings Program.
- Additional committee memberships: Medical Operations, Medical Executive, MRI Safety, Pain and Palliative Care, Capital Purchasing, Space Allocation, Joint Committee Readiness, Disaster Planning, OR Block Utilization.
- Successfully completed surveys for JCAHO, NYSDOH, ACGME and UNOS. Obtained Center of Excellence awards for bariatric and spine surgery.
- Revised surgical block schedule to maximize utilization and decrease labor expense.
- Led hospital negotiations and contract compliance for outsourced anesthesiology contract including all financial, operational and regulatory issues.
- Collaborate with Chairmen to oversee residency programs in Anesthesiology and Orthopedics.

Senior Director, Perioperative Services—2006 to 2009

Perioperative Services, Department of Anesthesiology, Endoscopy Unit, Emergency Department and Department of Urology

SAINT VINCENT'S CATHOLIC MEDICAL CENTER—NEW YORK, N.Y.

Recruited to drive business and operational initiatives of the perioperative patient care delivery system, to maximize productivity and contain expenses while supporting quality, safety and physician satisfaction. Managed an operating budget of $45 million for a total of 11 cost centers, 18 operating rooms and supervised 225 full-time employees. Responsible for all regulatory compliance.

- Directed the development and installation of GE Centricity Operating Room Information System.
- Responsible for build-out of the Philips Allura FD20 Surgical Navigation Suite; obtained Certificate of Need, secured financing, negotiated contracts and oversee construction.
- Streamlined operating room materials and inventory management costs resulting in over $1million in savings.
- Formulated and launched a monthly management program with NYSNA (Nursing Union) to improve communication and enhance productivity for union nurses.
- Managed design and construction of Endoscopic Ultrasound suite, negotiated equipment purchase and oversaw staff acquisition for newly created Pancreatic Center.
- Championed weekly management educational sessions and developed progressive training around the business of medicine to teach basic management skills to newly appointed clinical managers.
- Leadership roles: Co-Chair of the Capital Committee, Co-Chair of the Transportation Committee, Emergency Preparedness Coordinator responsible for hospital disaster planning.

- Managed all aspects of construction for 2 complete operating rooms dedicated to spine and neurosurgical patients.
- Revised surgical blocks in collaboration with clinical Chairman to maximize resources and accommodate growth.
- Analyzed and improved operating room first case starts and turnover times via daily tracking and reporting.
- Coordinated with Chairman to oversee all research and IRB approvals.
- Successfully completed JCAHO, DOH and ACGME surveys.

Director, Business and Clinical Affairs—2002 to 2006

Department of Otorhinolaryngology, Head and Neck Surgery, Audiology and Speech Therapy

MONTEFIORE MEDICAL CENTER—BRONX, N.Y.

Responsible for all financial, operational and regulatory aspects of department for 40 full-time employees, 10 attending and 29 voluntary physicians. Managed an annual operating budget of over $4 million encompassing 38,000 patient visits.

- Increased department revenue by 36% in three years.
- Directed and managed ACGME accredited Residency program with a total of 20 residents.
- Administered NIH grant budgets of $1.5 million titled "Reducing Surgical Errors".
- Optimized department workflow, documentation procedures and adherence to safety guidelines resulting in a successful JCAHO survey in 2003.
- Revised all billing, collections and physician accountability for professional revenue cycle.

Administrator – 1999 to 2002

The Spine Institute

BETH ISRAEL MEDICAL CENTER—NEW YORK, N.Y.

Responsible for day-to-day business management, regulatory compliance and oversight of all aspects of orthopedic surgery and physiatrist practices.

- Increased annual revenue by 177% from $4.8 million in 1998 to $8.5 million in 2001; increased physicians on staff from five to seven within one year; expanded Spine Institute reach into Westchester County and increased patient referral base.
- Successfully completed JCAHO surveys in 1999 and 2002.
- Developed and launched commercial marketing campaign supported by local cable channels to increase awareness of services offered within the Spine Institute.
- Led the establishment of, and successfully obtained the grants for, the Spine Surgery Research Program.
- Maximized revenue potential through expansion of GME program through billing of Fellow's services.
- Created weekly billing and collections accountability meetings with physicians and billing staff.

Administrator—1996 to 1998

Rehabilitation and Fitness Pavilion

LONG BEACH MEDICAL CENTER – LONG BEACH, N.Y.

- Directed merger implementation and integration of private physical therapy practice with community medical center (250 beds). Developed budget and assisted in development of 10,000 square foot ambulatory facility.
- Reduced $1.5 million accounts receivable to $400,000 within 18 months by restructuring the billing and collection operation with an outsourced vendor.
- Led cost savings initiative and operational streamlining for medical practice generating $1.5 million (gross) per year.
- Responsible for all third-party payer negotiations.
- Assumed all regulatory and compliance oversight for clinical freestanding facility.

Territory Coordinator—1995 to 1996

Provider Relations

US HEALTHCARE—UNIONDALE, N.Y.

- Managed all aspects of designated primary and specialist physician relations with managed care company.
- Responsible for all physician recruitment and retention within geographical territory.

Education

Master of Healthcare Administration, Management and Finance • Cornell University, Ithaca, NY—1995

Bachelor of Arts, Psychology • Yale University, New Haven, CT—1993
-Varsity Football Letterman

Academic Appointments

Assistant Professor, Department of Anesthesiology, New York Medical College, Valhalla, NY

Professional Affiliations

Member, American College of Healthcare Executives
Healthcare Leadership Academy—Healthcare Advisory Board, Washington, DC
Member, Medical Group Management Association
Federal Emergency Management Agency—IS 100, 200, 700, and 800 completed
Member, National Surgical Advisory Committee—MedAssets

Rona Glines

Experience

1994-Present Weeks Medical Center Lancaster, NH

Vice President of Physician and Administrative Services

- Responsible for Physician Services, Case Management, Health Information Management and Admitting/Communications.
- Integrated the functions of physician offices and other departments within the organization.
- Responsible for implementation of clinical and financial computer applications for the physician offices and Health Information Management.
- Responsible for implementing an enterprise-wide Department of Case Management.

1985–1994 Weeks Memorial Hospital Lancaster, NH

Patient Accounts Manager/Assistant Director of Fiscal Services

- Responsible for the day-to-day operation of the patient accounting department.
- Ensured adequate cash flow to meet organizational needs.
- Responsible for implementation and upgrade of computerized financial system.
- Assisted managers with completion of departmental budgets.

1980-1985 M&R Glines Auctions Lancaster, NH

Auctioneer/Appraiser

- Responsible for business management functions.
- Set-up and conducted auction sales.
- Performed estate and insurance appraisals for clients.

Education

1985 Plymouth State University Plymouth, NH

- B.S., Business Administration and Computer Science.
- Graduated Summa Cum Laude.

Interests

Antiques, Camping

References

Available upon request.

Lars E. Nielson, MD, FACOG

Experience:

January 2017 – Present	Medical Director-MAT Program (Medication Assisted Therapy) Weeks Medical Center	
May 2016 - Present	North Country Healthcare CMO Group	
March 2014 - Present	Physician-Chronic Wound Care and Hyperbaric Medicine Weeks Medical Center	
June 2006 – Present	Chief Medical Officer Weeks Medical Center	
9/2006 – Present	N.H. Foundation for Healthy Communities Member of Medical Executive Committee	
1/2007 – 12/2009	Chair DHA Quality and Planning Board	
6/2007 – 2015	Chair DHA CMO Committee	
6/2006 - Present	Medical Director Family Planning Weeks Medical Center	
October 2003 – Present Staff Ob-GYN	Weeks Medical Center Chief of Ob-GYN, Member of EMR Task Force	Lancaster, NH
July 1990 - Sept 2003	Littleton Regional Hospital	Littleton, NH

Solo Private Practice Ob-GYN

- Full range of reproductive health services including infertility and unrogynecology
- President of Medical Staff, Littleton Regional Hospital, 1999- 2000
- Member, Littleton Regional Hospital Board of Trustees, 2001-2003
- Chair, Medical Records, Utilization Review Committee, 1995-1999

Sept 1995 to Sept 2003 Ammonusuc Community Health Service, Littleton, NH

Director of Reproductive Health

- **Supervised Family Practitioners, Midwives, and Nurse Practitioners**
- **Responsible for Establishing, Reviewing & Revising Clinical Protocols**

July 1986 – June 1990 | 812th Strategic Hospital | Ellsworth AFB, SD

Chief of Ob-GYN

- Provided full range of reproductive health services
- Supervised other Ob-GYNs, Midwives, Nurse Practitioners and other support staff
- Chief of Hospital Services 1985 – 86
- Awarded Meritorious Service Medal

Education

October 2004 – June 2004 — Structural Acupuncture for Physicians, Harvard Medical School, Boston, MA

July 1982 – June 1986 — Medical Center Hospital of Vermont, Burlington, VT
Residency in Obstetrics & Gynecology

September 1978 – May 1982 — Tufts University School of Medicine, Boston, MA
Medical Doctor

September 1972 – May 1976 — University of Vermont, Burlington, VT
BA in Biochemistry

Board Certification American Board of Ob-GYN 1989, Recertified until 12/31/2012

Medical Licensure New Hampshire 1990 - Present

Community Service

Moderator/President First Congregational Church, Littleton, NH 2004 – 2008 and 2016 - 2019

Weathervane Theater Board of Trustees, 1994 – 1996
President, Grafton County Medical Society, 1996 - 2000
Moderator, Shaken Baby Syndrome Conference 1996

Public Speaking

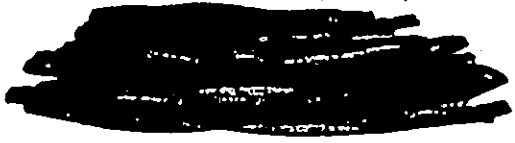
What's the Point of Acupuncture? Weeks Medical Center/UCVH Women's Health Conference 2006

Your Sex Drive and How to Get it Back, Weeks Medical Center/UCVH Women's Health Conference 2005

Menopause 101, Weeks Medical Center/UCVH Women's Health Conference 2004

Emergency Childbirth, Northern New England EMT Conference 2001 & 2003

CHRISITNE FORTIN, CPC, COC



Experience
North Country Hospital, Newport VT

- *Director Patient Financial Service/Facility/Professional/Patient Access 2011- Present*
- *Director Patient Financial Service/Professional/Practice Management 1999-2011*
  - Responsible for Revenue Cycle Operations for Facility and Professionl Services
  - Oversee and manage Patient Access directly and indirectly including ER Registration
  - Implements procedures and policies to maximize reimbursement and maintain compliance.
  - Continually evaluate and analyze ongoing departmental issues to strategize
  - Negotiating payment plans with vendors
  - Determine appropriate operational changes and coordinates changes as necessary.
  - Reports to CFO and COO indirectly with regard to Professional Services
  - Consistently ran departments under or at budget for several years and continue to do so
  - Solid working relationship with Senior Leadership, Department Mangers and Auditors
  - Managed multiple practices while managing professional billing operations including Orthopaedics, Neurology, Urology, Anesthesia, Primary Care (1999-2011)

- *Assistant to Medical Director 1996-1999*
  - Assisted MGO with multi-specialty medical clinics.

- *Practice Manager North Country Obstetrics & Gynecology 1989-1996*
  - Managed day to day operations obstetrical practice with two physicians and certified midwife Started as receptionist and Managed the clinic last 3 years of service

- *Rockingham Orthopaedics Associates, Derry NH 1986-1989*
  Administrative Assistant

Education/Certification
Certified Coder for Professional and Outpatient Coding
QHR Lean Healthcare Certification

Johnson State College – Johnson, Vermont
- *Business Management with a concentration in Accounting:*

Littleton Regional Healthcare

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Jarrett Stern	Special Projects Executive	$225,000	33%	$75,000/Yr
Lars Nielson, MD	Medical Director -Contract	$322,400	20%	$64,480/Yr
Rona Glines	VP Administration-Contract	$165,401	5%	$8,271/Yr
Christine Fortin	Administration-Contract	$103,000	5%	$5,150/Yr

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

BUREAU OF DRUG AND ALCOHOL SERVICES

Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

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

October 17, 2018

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

REQUESTED ACTION

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

Vendor Name	Vendor ID	Vendor Address	Amount
Androscoggin Valley Hospital, Inc.	TBD	59 Page Hill Rd. Berlin, NH 03570	$1,559,611
Concord Hospital, Inc.	177653-B003	250 Pleasant St. Concord, NH, 03301	$1,845,257
Granite Pathways	228900-B001	10 Ferry St, Ste. 308, Concord, NH, 03301	$5,008,703
Littleton Regional Hospital	TBD	600 St. Johnsbury Road Littleton. NH 03561	$1,572,101
LRGHealthcare	TBD	80 Highland St. Laconia, NH 003246	$1,593,000
Mary Hitchcock Memorial Hospital	177651-B001	One Medical Center Drive Lebanon, NH 03756	$1,543,788
The Cheshire Medical Center	155405-B001	580 Court St. Keene, NH 03431	$1,593,611
Wentworth-Douglass Hospital	TBD	789 Central Ave. Dover, NH 03820	$1,890,416
		Total	**$16,606,487**

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

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

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

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

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

EXPLANATION

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

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

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

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

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

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

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

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

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

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

Area served: Statewide

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

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

Respectfully submitted,

Katja S. Fox
Director

Approved by:

Jeffrey A. Meyers
Commissioner

05-95-92-920510-7040 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV OF, BUREAU OF DRUG & ALCOHOL SERVICES, STATE OPIOID RESPONSE GRANT			
100% Federal Funds			
Activity Code: 92057040			
Androscoggin Valley Hospital, Inc			
Vendor # TBD			
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**
2019	Contracts for Prog Svs	102-500731	$ 805,133.00
2020	Contracts for Prog Svs	102-500731	$ 738,478.00
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			**$ 1,543,611.00**
Concord Hospital, Inc			
Vendor # 177653-B003			
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**
2019	Contracts for Prog Svs	102-500731	$ 947,662.00
2020	Contracts for Prog Svs	102-500731	$ 897,595.00
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			**$ 1,845,257.00**
Granite Pathways			
Vendor # 228900-B001			
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**
2019	Contracts for Prog Svs	102-500731	$ 2,380,444.00
2020	Contracts for Prog Svs	102-500731	$ 2,328,259.00
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			**$ 4,708,703.00**
Littleton Regional Hospital			
Vendor # TBD			
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**
2019	Contracts for Prog Svs	102-500731	$ 815,000.00
2020	Contracts for Prog Svs	102-500731	$ 741,101.00
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			**$ 1,556,101.00**
LRGHealthcare			
Vendor # TBD			
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**
2019	Contracts for Prog Svs	102-500731	$ 820,000.00
2020	Contracts for Prog Svs	102-500731	$ 773,000.00
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			**$ 1,593,000.00**

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

SUB TOTAL			**$ 16,274,487.00**

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

100% Federal Funds

Activity Code: 92052561

Androscoggin Valley Hospital, Inc			
Vendor # TBD			
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**
2019	Contracts for Prog Svs	102-500731	$ 16,000.00
2020	Contracts for Prog Svs	102-500731	$ -
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			**$ 16,000.00**
Concord Hospital, Inc			
Vendor # 177653-B003			
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**
2019	Contracts for Prog Svs	102-500731	$ -
2020	Contracts for Prog Svs	102-500731	$ -
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			**$ -**

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

TOTAL	**$ 16,606,487.00**

Subject: Access and Delivery Hub for Opioid Use Disorder Services (SS-2019-BDAS-05-ACCES-07)

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Littleton Hospital Association d.b.a Littleton Regional Healthcare		1.4 Contractor Address 600 ST JOHNSBURY RD, LITTLETON, NH, 03561	
1.5 Contractor Phone Number (603) 444-9000	1.6 Account Number 05-95-92-7040-500731 05-95-92-2559-500731	1.7 Completion Date September 29, 2020	1.8 Price Limitation $1,572,101
1.9 Contracting Officer for State Agency Nathan D. White Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory Robert F. Nutter President	

1.13 Acknowledgement: State of NH, County of GRAFTON

On October 15, 2018, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[Seal]

DAWN MCPHEE NOTARY PUBLIC STATE OF NEW HAMPSHIRE MY COMMISSION EXPIRES MARCH 23, 2021 COMMISSIONER OF DEEDS

1.13.2 Name and Title of Notary or Justice of the Peace

Dawn McPhee, Commissioner of Deeds

1.14 State Agency Signature Date: 10/19/18	Name and Title of State Agency Signatory Katja S Fox, Director
1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:	Director, On:
1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By:	On: 10/19/18
1.18 Approval by the Governor and Executive Council *(if applicable)* By:	On:

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

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

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

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

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

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

Contractor Initials 
Date 10/15/2018

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

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

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

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

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

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

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

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

Contractor Initials
Date 10/15/2018

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials _____

Date 10/15/2018

Scope of Services

1. Provisions Applicable to All Services

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

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

1.3. For the purposes of this contract, the Contractor shall be identified as a subrecipient, in accordance with 2 CFR 200.0. *et seq.*

1.4. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after September 29, 2020, and the Department shall not be liable for any payments for services provided after September 29, 2020, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2020-2021 and SFY 2022-2023 biennia.

2. Scope of Work

2.1. The Contractor will develop, implement and operationalize a Regional Hub for substance use disorder treatment and recovery support service access (Hub).

2.2. The Contractor shall provide residents in the Littleton Region with access to referrals to substance use disorder treatment and recovery support services and other health and social services.

2.3. The Contractor shall participate in technical assistance, guidance, and oversight activities directed by the Department for implementation of Hub services.

2.4. The Contractor shall have the Hub operational by January 1, 2019 unless an alternative timeline has been approved prior to that date by the Department.

2.5. The Contractor shall collaborate with the Department to develop a plan no later than July 1, 2019 for the resources, timeline and infrastructure requirements to develop and maintain a centralized referral database of substance use disorder and mental health treatment providers.

2.5.1. The database shall include the real-time availability of services and providers to ensure rapid placement into appropriate levels of care for Hub clients which the Hub will update daily, at a minimum.

2.5.2. The data and the centralized database shall be the property of the Department.

2.6. The Contractor shall operationalize the use of the centralized database at a date agreed upon between the Department and the Contractor based on securing the resource needs identified in 2.5.

2.7. The Contractor shall collaborate with the Department to assess the Contractor's level of readiness, capacity and additional resource needs required to expand Hub services in-house to include, but not be limited to:

2.7.1.1. Medication assisted treatment induction at emergency rooms and facilitated coordination with ongoing hub care coordination inclusive of the core principles of the Medication First Model.

2.7.1.2. Outpatient and inpatient substance use disorder services, in accordance with ASAM.

2.7.1.3. Coordinating overnight placement for Hub clients engaged in Hub services between the hours of 5 pm to 8 am in need of a safe location while awaiting treatment placement the following business day.

2.7.1.4. Expanding populations for Hub core services.

2.8. The Contractor shall collaborate with the Department to identify gaps in financial and staffing resources throughout the contract period.

2.9. The Contractor, either alone or in collaboration with other Hubs, shall ensure formalized coordination with 2-1-1 NH as the public facing telephone service for all Hub service access. This coordination shall include:

2.9.1. Establishing an MOU with 2-1-1 NH which defines the workflows to coordinate 2-1-1 NH calls and Hub activities including the following workflow:

2.9.1.1. Individuals seeking substance use disorder treatment services will call 2-1-1 NH;

2.9.1.2. If an individual is seeking information only, 2-1-1 NH staff will provide that information;

2.9.1.3. If an individual is in an SUD related crisis and wants to speak with a licensed counselor and/or is seeking assistance with accessing treatment services, 2-1-1 NH staff will transfer the caller to the Hub or on-call Hub clinician.

2.9.2. The MOU with 2-1-1 NH shall include a process for bi-directional information sharing of updated referral resource databases to ensure that each entity has recently updated referral information.

2.10. The Contractor shall establish formalized agreements for coordination of services and case management services provided by Integrated Delivery Networks (IDNs) to reduce duplication of services and leverage existing integrated care projects in their region.

2.11. The Contractor with the assistance of the Department shall attempt to establish formalized agreements with:

2.11.1. Medicaid Managed Care Organizations to coordinate case management efforts on behalf of the client.

2.11.2. Private insurance carriers to coordinate case management efforts on behalf of the client.

2.12. The Contractor shall be required to create policies for obtaining patient consent to disclose protected health information as required by state administrative rules and federal and state laws for agreements reached with Managed Care Organizations and private insurance carriers as outlined in Subsection 2.11.

2.13. The Contractor shall develop a Department approved conflict of interest policy related to Hub services and self-referrals to Hub organization substance use disorder treatment and recovery support service programs funded outside of this contract that maintains the integrity of the referral process and client choice in determining placement in care.

3. Scope of Work for Hub Activities

3.1. The Contractor shall ensure that unless an alternative schedule for the Hub to meet the needs of the community is proposed and approved by the Department, the Hub provides, in one location, during normal business hours (8am-5pm) Monday through Friday, at a minimum:

3.1.1. A physical location for clients to receive face-to-face services.

3.1.2. Telephonic services for calls referred to the Hub by 2-1-1 NH.

3.1.3. Screening to assess an individual's potential need for Hub services.

3.1.4. Crisis intervention and stabilization which ensures that individuals in an acute OUD related crisis that require immediate, non-emergency intervention are provided with crisis intervention counseling services by a licensed clinician. If the client is calling rather than physically presenting at the Hub, this includes, but is not limited to:

3.1.4.1. Directing callers to 911 if a client is in imminent danger or there is an emergency.

3.1.4.2. If the client is unable or unwilling to call 911, the Hub shall contact emergency services.

3.1.5. Clinical evaluation including:

3.1.5.1. Evaluation of all American Society of Addiction Medicine Criteria (ASAM, October 2013), domains.

3.1.5.2. A level of care recommendation based on ASAM Criteria (October 2013).

3.1.5.3. Identification of client strengths and resources that can be used to support treatment and recovery.

3.1.6. Development of a clinical service plan in collaboration with the client based on the clinical evaluation referenced in Paragraph 3.1.5. The service plan shall include, but not be limited to:

3.1.6.1. Determination of an initial ASAM level of care.

3.1.6.2. Identification of any needs the client may have relative to supportive services including, but not limited to:

3.1.6.2.1. Physical health needs.

3.1.6.2.2. Mental health needs.

3.1.6.2.3. Need for peer recovery support services.

3.1.6.2.4. Social services needs.

3.1.6.2.5. Needs regarding criminal justice/Division for Children, Youth, and Families (DCYF) matters.

3.1.6.3. Plan for addressing all areas of need identified in Subparagraph 3.1.6.2 by determining goals that are patient-centered, specific, measurable, attainable, realistic, and timely (SMART goals).

3.1.6.4. When the level of care identified in 3.1.6.1 is not available to the client within 48 hours of service plan development, the service plan shall include plans for referrals to external providers to offer interim services, which are defined as:

3.1.6.4.1. At least one sixty (60) minute individual or group outpatient session per week and/or;

3.1.6.4.2. Recovery support services, as needed by the client; and/or

3.1.6.4.3. Daily calls to the client to assess and respond to any emergent needs.

3.1.7. A staff person, which can be the licensed clinician, CRSW outlined in the Staffing section, or other non-clinical support staff, capable of aiding specialty populations in accessing services that may have additional entry points to services or specific eligibility criteria. Specialty populations include, but are not limited to:

3.1.7.1. Veterans and/or service members.

3.1.7.2. Pregnant women.

3.1.7.3. DCYF involved families.

3.1.7.4. Individuals at-risk of or with HIV/AIDS.

3.1.7.5. Adolescents.

3.1.8. Facilitated referrals to substance use disorder treatment and recovery support and other health and social services which shall include, but not be limited to:

3.1.8.1. Developing and implementing adequate consent policies and procedures for client-level data sharing and shared care planning with external providers, in accordance with HIPAA and 42 CFR Part 2.

3.1.8.2. Determining referrals based on the service plan developed in Paragraph 3.1.6.

3.1.8.3. Assisting clients with obtaining services with the provider agency, as appropriate.

3.1.8.4. Contacting the provider agency on behalf of the client, as appropriate.

3.1.8.5. Assisting clients with meeting the financial requirements for accessing services including, but not limited to:

3.1.8.5.1. Identifying sources of financial assistance for accessing services and supports, and;

3.1.8.5.2. Providing assistance in accessing such financial assistance including, but not limited to:

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

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

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

3.1.8.5.3. When no other payer is available, assisting clients with accessing services by maintaining a flexible needs fund specific to the Hub region that supports clients who meet the eligibility criteria for assistance under the NH DHHS SOR Flexible Needs Fund Policy with their financial needs including, but not limited to:

3.1.8.5.3.1. Co-pay and deductible assistance for medications and treatment services.

3.1.8.5.3.2. Treatment cost assistance to be provided when the needed service is not covered by the individual's public or private insurance.

3.1.8.5.3.3. Recovery housing vouchers.

3.1.8.5.3.4. Childcare.

3.1.8.5.3.5. Transportation.

3.1.8.5.3.6. Recreational and alternative therapies supported by evidence (for example, acupuncture).

3.1.8.5.4. Collaborating with the Department on defining the amount available and determining the process for flexible needs fund eligibility determination and notifying service providers of funds available in their region for clients to access.

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

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

3.1.9.2. Supporting clients in meeting the admission, entrance, and intake requirements of the provider agency.

3.1.9.3. Ongoing follow-up and support of clients engaged in services in collaboration or consultation with the client's external service provider(s) until such time that the discharge Government Performance and Results Act (GPRA) interview in 3.1.9.6.4 is completed including, but not limited to:

3.1.9.3.1. Attempting to contact each client at a minimum, once per week until such time that the discharge GPRA interview in Section 3.1.9.4 has been completed, according to the following guidelines:

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

3.1.9.3.1.2. If the attempt in 3.1.9.3.1.1 is not successful, attempt a second contact, as necessary, by telephone, in person or by an alternative method approved by the Department at such a time when the client would normally be available no sooner than two (2) days and no later than three (3) days after the first attempt.

3.1.9.3.1.3. If the attempt in 3.1.9.3.1.2 is not successful, attempt a third contact, as necessary, by telephone, in person or by an alternative method approved by the Department at such a time when the client would normally be available, no sooner than two (2) days and no later than three (3) days after the second attempt.

3.1.9.4. When the follow-up in 3.1.9.3 results in a determination that the individual is at risk of self-harm, the minimum attempts for contact shall be no less than three (3) times each week and aligned with clinical best practices for prevention of suicide.

3.1.9.5. When possible, client contact and outreach shall be conducted in coordination and consultation with the client's external service provider to ensure continuous communication and collaboration between the Hub and service provider.

3.1.9.5.1. Each successful contact shall include, but not be limited to:

3.1.9.5.1.1. Inquiry on the status of each client's recovery and experience with their external service provider.

3.1.9.5.1.2. Identification of client needs.

3.1.9.5.1.3. Assisting the client with addressing needs, as identified in Subparagraph 3.1.6.2.

3.1.9.5.1.4. Providing early intervention to clients who have relapsed or whose recovery is at risk.

3.1.9.6. Collecting and documenting attempts to collect client-level data at multiple intervals including, but not limited to ensuring the GPRA interview tool is completed and entered into the Substance Abuse and Mental Health Services Administration's (SAMHSA's) Performance Accountability and Reporting System (SPARS), at a minimum:

3.1.9.6.1. At intake or within three (3) days following initial client contact.

3.1.9.6.2. Three (3) months post intake into Hub services.

3.1.9.6.3. Six (6) months post intake into Hub services.

3.1.9.6.4. Upon discharge from the initially referred service.

3.1.9.6.4.1. If the client is discharged from services before the time intervals in 3.1.9.6.2 or 3.1.9.6.3 the Hub must make every reasonable effort to conduct a follow-up GPRA for that client.

3.1.9.6.4.2. If a client is re-admitted into services after discharge or being lost to care, the Hub is not required to re-administer the intake GPRA but must complete a follow-up GPRA for the time interval in 3.1.9.6.2 and 3.1.9.6.3 closest to the intake GPRA

3.1.9.7. Documenting any loss of contact in the SPARS system using the appropriate process and protocols as defined by SAMHSA through technical assistance provided under the State Opioid Response grant.

3.1.9.8. Ensuring that contingency management strategies are utilized to increase client engagement in follow-up GPRA interviews which may include, but are not limited to gift cards provided to clients for follow-up participation at each follow-up interview which shall not exceed thirty dollars ($30) in value.

3.1.9.8.1. Payments to incentivize participation in treatment are not allowable.

3.1.10. Naloxone purchase, distribution, information, and training to individuals and organizations who meet the eligibility criteria for receiving kits under the NH DHHS Naloxone Distribution Policy regarding the use of naloxone.

3.2. The Contractor shall ensure that, at a minimum, after-hours (5pm to 8am), on-call, telephonic services are provided by a licensed clinician affiliated with one or more of the Hubs, seven (7) days a week and that the clinician has the ability to coordinate continued client care with the Hub in the individual's region.

3.2.1. On-call staffing by licensed clinicians shall be sufficient to meet the call volumes during the hours outlined in Subsection 3.2 to ensure that clients are not on hold or receiving busy signals when transferred from 2-1-1 NH.

3.2.2. The Contractor shall give preference to licensed clinicians with the ability to assess for co-occurring mental health needs.

3.2.3. Telephonic services to be provided include, at a minimum:

3.2.3.1. Crisis intervention and stabilization which ensures that individuals in an acute OUD related crisis that require immediate, non-emergency intervention are provided with crisis counseling services by a licensed clinician.

3.2.3.2. Directing callers to 911 if a client is in imminent danger or there is an emergency.

3.2.3.2.1. If the client is unable or unwilling to call 911, contacting emergency services on behalf of the client.

3.2.3.3. Screening.

3.2.3.4. Coordinating with shelters or emergency services, as needed.

3.2.3.5. Providing clinical evaluation telephonically, if appropriate, based on the callers mental state and health status.

3.2.3.6. Scheduling the client for face-to-face intake at the client's Hub for an evaluation and referral services, if determined necessary.

3.2.3.7. Ensuring a Continuity of Operations Plan for landline outage.

3.3. The Contractor shall obtain treatment consent forms from all clients served, either in-person or through electronic means, to ensure compliance with all applicable state and federal confidentiality laws.

3.4. The Contractor shall provide services for both day and overnight shifts in accordance with:

3.4.1. The twelve (12) Core Functions of the Alcohol and Other Drug Counselor.

3.4.2. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice, available at http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171.

3.4.3. The four (4) recovery domains as described by the International Credentialing and Reciprocity Consortium, available at http://www.internationalcredentialing.org/Resources/Candidate%20Guides/PR%20candidate%20guide%201-14.pdf.

3.4.4. TIP 27: Comprehensive Case Management for Substance Abuse Treatment, available at https://store.samhsa.gov/product/TIP-27-Comprehensive-Case-Management-for-Substance-Abuse-Treatment/SMA15-4215.

3.5. The Contractor shall utilize recent and inform any future developments of a comprehensive needs assessment of their region. The needs assessment shall be coordinated with existing regional partners including, but not limited to:

3.5.1. Regional Public Health Networks

3.5.2. Integrated Delivery Networks

3.5.3. Continuum of Care Facilitators

3.6. The Contractor shall inform the inclusion of regional goals into the future development of needs assessments in Subsection 3.5 that the Contractor and its partners in the region have over the contract period including, but not limited to reductions in:

3.6.1.1. Naloxone use.

3.6.1.2. Emergency Room use.

3.6.1.3. Overdose related fatalities.

3.7. The Contractor shall have policies and procedures that allow them to accept referrals and evaluations from SUD treatment and other service providers.

4. Subcontracting for Hubs

4.1. The Hub shall submit any and all subcontracts they propose to enter into for services provided through this contract to the Department for approval prior to execution.

4.2. The Hub may subcontract with prior approval of the Department for support and assistance in providing core Hub services; except that such core services shall not be subcontracted providers whose principal operations are to serve individuals with a specific diagnosis of substance use disorders. .

4.2.1. Core Hub services are defined, for purposes of this contract, as screening, assessment, evaluation, referral, continuous case management, GPRA data completion, and naloxone distribution.

4.2.2. The Hub shall at all times be responsible for continuous oversight of, and compliance with, all Core Hub services and shall be the single point of contact with the Department for those Core services.

4.2.3. Any subcontract for support and assistance in providing Core Hub services shall ensure that the patient experience is consistent across the continuum of Core Hub services and that the subcontracted entities and personnel are at all times acting, in name and in fact, as agents of the Hub. The Hub shall consolidate Core Hub services, to the greatest extent practicable, in a single location.

5. Staffing

5.1. The Contractor shall meet, at a minimum, the following staffing requirements:

5.1.1. Between 8am-5pm, 5 days/week, Monday through Friday:

5.1.1.1. At least one (1) clinician with the ability to provide clinical evaluations for ASAM level of care placement, in-person or telephonically;

5.1.1.2. At least one (1) Recovery support worker (CRSW);

5.1.1.2.1. The CRSW shall be able to fulfill recovery support and care coordination functions

5.1.1.3. A staff person, which can be a licensed clinician, CRSW, or other non-clinical support staff capable of aiding specialty populations as outlined in Paragraph 3.1.7.

5.1.2. Sufficient staffing levels that are appropriate for the services provided and the number of clients served based on available staffing and the budget established for the Hub.

5.1.3. All unlicensed staff providing treatment, education and/or recovery support services shall be under the direct supervision of a licensed supervisor.

5.1.4. No licensed supervisor shall supervise more than twelve (12) unlicensed staff unless the Department has approved an alternative supervision plan.

5.1.5. Peer clinical supervision is provided for all clinicians including, but not limited to:

5.1.5.1. Weekly discussion of cases with suggestions for resources or alternative approaches.

5.1.5.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision.

5.2. The Contractor must ensure sufficient licensed clinician telephone coverage, at a minimum, between the hours of 5 pm and 8 am, 7 days/week, who have the ability to provide services as outlined in Subsection 3.2. This may be provided either by the Contractor alone or in collaboration with other Hubs.

5.3. The Contractor must meet the training requirements for staff which include, but are not limited to:

5.3.1.1. For all clinical staff:

5.3.1.1.1. Suicide prevention and early warning signs.

5.3.1.1.2. The 12 Core Functions of the Alcohol and Other Drug Counselor.

5.3.1.1.3. The standards of practice and ethical conduct, with particular emphasis given to the individual's role and appropriate responsibilities, professional boundaries, and power dynamics.

5.3.1.1.4. An approved course on the twelve (12) core functions and The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice within twelve (12) months of hire.

5.3.1.1.5. A Department approved ethics course within twelve (12) months of hire.

5.3.1.2. For recovery support staff and other non-clinical staff working directly with clients:

5.3.1.2.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee.

5.3.1.2.2. The standards of practice and ethical conduct, with particular emphasis given to the individual's role and appropriate responsibilities, professional boundaries, and power dynamics, and confidentiality safeguards in accordance with HIPAA and 42 CFR Part 2, and state rules and laws.

5.3.1.2.3. The four (4) recovery domains as described by the International Credentialing and Reciprocity Consortium, available at http://www.internationalcredentialing.org/Resources/Candidate%20Guides/PR%20candidate%20guide%201-14.pdf.

5.3.1.2.4. An approved ethics course within twelve (12) months of hire.

5.3.1.3. Required trainings in Subsection 5.3 may be satisfied through existing licensure requirements and/or through Department approved alternative training curriculums and/or certifications.

5.3.1.4. Ensuring all recovery support staff and clinical staff receive continuous education regarding substance use disorders, at a minimum annually.

5.3.1.5. Providing in-service training to all staff involved in client care within fifteen (15) days of the contract effective date or the staff person's start date on the following:

5.3.1.5.1. The contract requirements.

5.3.1.5.2. All other relevant policies and procedures provided by the Department.

5.3.1.6. The Contractor shall provide its staff, subcontractors, or end users as defined in Exhibit K, with periodic training in practices and procedures to ensure compliance with information security, privacy or confidentiality in accordance with state administrative rules and state and federal laws.

5.4. The Contractor shall notify the Department in writing:

5.4.1. When a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program, within one (1) month of hire.

5.4.2. When there is not sufficient staffing to perform all required services for more than one (1) month, within fourteen (14) calendar days.

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

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

6. Reporting

6.1. The Contractor shall submit quarterly de-identified, aggregate client reports to the Department on each client served, as required by SAMHSA. The data shall include:

6.1.1. Diagnoses.

6.1.2. Demographic characteristics.

6.1.3. Substance use.

6.1.4. Services received and referrals made, by provider organization name.

6.1.5. Types of MAT received.

6.1.6. Length of stay in treatment.

6.1.7. Employment status.

6.1.8. Criminal justice involvement.

6.1.9. Housing.

6.1.10. Flexible needs funds used and for what purpose.

6.1.11. Numbers of naloxone kits distributed and by category, including but not limited to client, organization, family member, etc.

6.2. The Contractor shall report quarterly on federally required data points specific to this funding opportunity as identified by SAMHSA over the grant period.

7. Performance Measures

7.1. The Contractor shall attempt to complete a GPRA interview for 100% of Hub clients at intake or within three (3) days following initial client contact, at (3) months post intake, at six (6) months post intake, and upon discharge from Hub referred services.

7.2. In accordance with SAMHSA State Opioid Response grant requirements, the Contractor shall ensure that the GPRA interview follow-up rate at (3) months and six (6) months post intake for Hub clients is no less than 80%.

8. Deliverables

8.1. The Contractor shall have the Hub in the Littleton Region operational by January 1, 2019 unless an alternative timeline has been submitted to and approved by the Department.

8.2. The Contractor shall collaborate with the Department to develop a report by July 1, 2019 to determine the Contractor's level of readiness, capacity and resource needs required to expand services in-house as outlined in Subsection 2.7.

8.3. The Contractor shall collaborate with the Department on development of a plan no later than July 1, 2019 for the resources, timeline and infrastructure requirements to develop and maintain a centralized referral database of substance use disorder and mental health treatment providers as outlined in Subsection 2.5.

9. State Opioid Response (SOR) Grant Standards

9.1. The Contractor and/or referred providers shall ensure that only FDA-approved MAT for Opioid Use Disorder (OUD) is utilized. FDA-approved MAT for OUD includes:

9.1.1. Methadone.

9.1.2. Buprenorphine products, including:

9.1.2.1. Single-entity buprenorphine products.

9.1.2.2. Buprenorphine/naloxone tablets,

9.1.2.3. Buprenorphine/naloxone films.

9.1.2.4. Buprenorphine/naloxone buccal preparations.

9.1.2.5. Long-acting injectable buprenorphine products.

9.1.2.6. Buprenorphine implants.

9.1.2.7. Injectable extended-release naltrexone.

9.2. The Contractor and/or referred providers shall only provide medical withdrawal management services to any individual supported by SOR Grant Funds if the withdrawal management service is accompanied by the use of injectable extended-release naltrexone, as clinically appropriate.

9.3. The Contractor and/or referred providers shall ensure that clients receiving financial aid for recovery housing utilizing SOR funds shall only be in a recovery housing facility that is aligned with the National Alliance for Recovery Residences standards

and registered with the State of New Hampshire, Bureau of Drug and Alcohol Services in accordance with current NH Administrative Rules.

9.4. The Contractor and/or referred providers shall assist clients with enrolling in public or private health insurance, if the client is determined eligible for such coverage.

9.5. The Contractor and/or referred providers shall accept clients on MAT and facilitate access to MAT on-site or through referral for all clients supported with SOR Grant funds, as clinically appropriate.

9.6. The Contractor and/or referred providers shall coordinate with the NH Ryan White HIV/AIDs program for clients identified as at risk of or with HIV/AIDS.

9.7. The Contractor and/or referred providers shall ensure that all clients are regularly screened for tobacco use, treatment needs and referral to the QuitLine as part of treatment planning.

Methods and Conditions Precedent to Payment

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

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

3. This contract is funded with funds from the Substance Abuse and Mental Health Services Administration CFDA #93.788, Federal Award Identification Number (FAIN) H79TI081685 and TI080246.

4. The Contractor shall keep detailed records of their activities related to Department funded programs and services.

5. The Contractor shall ensure that a minimum amount of funds determined by the Department for each State Fiscal Year is set aside for the purpose of naloxone purchase and distribution.

6. The Contractor shall include in their budget a line-item for a flexible needs fund in an amount no less than $50,000 of the budget per State Fiscal Year, to provide financial assistance to clients for services not otherwise covered through another payer source.

7. The Contractor shall not use funds to pay for bricks and mortar expenses.

8. The Contractor shall include in their budget, at their discretion the following:

   8.1. Funds to meet staffing requirements of the contract

   8.2. Funds to provide clinical and recovery support services in the contract that are not otherwise reimbursable by public or private insurance or through other Federal and State contracts

   8.3. Funds to meet the GPRA and reporting requirements of the contract

   8.4. Funds to meet staff training requirements of the contract

9. Funds remaining after satisfaction of 5 and 6 above may be used by the Contractor to support the scope of work outlined in Exhibit A.

10. Payment for said services shall be made monthly as follows:

    10.1. Payment for start-up costs in State Fiscal Year 19 not to exceed $500,000 shall be allowable for costs associated with staffing and infrastructure needs required to meet the January 1, 2019 service effective date.

    10.2. Payment beyond start-up costs shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this agreement, and shall be in accordance with the approved line item.

    10.3. The Contractor shall submit an invoice in a form satisfactory to the State by the twentieth (20th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The invoice must be completed, signed, dated and returned to the Department in order to initiate

payment. The Contractor agrees to keep detailed records of their activities related to Department-funded programs and services.

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

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

10.6. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to: Abby.Shockley@dhhs.nh.gov.

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

10.8. Notwithstanding paragraph 18 of the Form P-37, General Provisions, an amendment limited to transfer the funds within the budget and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

11. The Contractor shall provide a final budget for State Fiscal Year 2021 no later than March 31, 2020 for Department approval, which shall be submitted for Governor and Executive Council approval no later than June 30, 2020.

New Hampshire Department of Health and Human Services

Contractor: Littleton Regional Healthcare

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

Budget Period: SFY 19 (G&C Approval - 6/30/2019)

Line Item	Total Program Cost: Direct	Total Program Cost: Indirect	Total Program Cost: Total	Contractor Share / Match: Direct	Contractor Share / Match: Indirect	Contractor Share / Match: Total	Funde: Direct
1. Total Salary/Wages	$ 322,000.00	$ -	$ 322,000.00		$ -		$ 322,000.00
2. Employee Benefits	$ 112,500.00	$ -	$ 112,500.00		$ -		$ 112,500.00
3. Consultants	$ -	$ -	$ -		$ -		$ -
4. Equipment:	$ -	$ -	$ -		$ -		$ -
Rental	$ -	$ -	$ -		$ -		$ -
Repair and Maintenance	$ -	$ -	$ -		$ -		$ -
Purchase/Depreciation	$ -	$ -	$ -		$ -		$ -
5. Supplies:	$ -	$ -	$ -		$ -		$ -
Educational	$ -	$ -	$ -		$ -		$ -
Lab	$ 10,000.00	$ -	$ 10,000.00		$ -		$ 10,000.00
Pharmacy	$ 246,000.00	$ -	$ 246,000.00		$ -		$ 246,000.00
Medical	$ 5,000.00	$ -	$ 5,000.00		$ -		$ 5,000.00
Office	$ -	$ -	$ -		$ -		$ -
6. Travel	$ 2,000.00	$ -	$ 2,000.00		$ -		$ 2,000.00
7. Occupancy	$ 14,500.00	$ -	$ 14,500.00		$ -		$ 14,500.00
8. Current Expenses	$ -	$ -	$ -		$ -		$ -
Telephone	$ -	$ -	$ -		$ -		$ -
Postage	$ -	$ -	$ -		$ -		$ -
Subscriptions	$ -	$ -	$ -		$ -		$ -
Audit and Legal	$ 5,000.00	$ -	$ 5,000.00		$ -		$ 5,000.00
Insurance	$ -	$ -	$ -		$ -		$ -
Board Expenses	$ -	$ -	$ -		$ -		$ -
9. Software	$ 4,000.00	$ -	$ 4,000.00		$ -		$ 4,000.00
10. Marketing/Communications	$ 10,000.00	$ -	$ 10,000.00		$ -		$ 10,000.00
11. Staff Education and Training	$ 15,000.00	$ -	$ 15,000.00		$ -		$ 15,000.00
12. Subcontracts/Agreements	$ -	$ -	$ -		$ -		$ -
13. Other (specific details mandatory):	$ 35,000.00	$ -	$ 35,000.00		$ -		$ 35,000.00
Flex	$ 50,000.00	$ -	$ 50,000.00		$ -		$ 50,000.00
					$ -		
	$ -	$ -	$ -		$ -	$ -	$ -
TOTAL	$ 831,000.00	$ -	$ 831,000.00		$ -		$ 831,000.00

Indirect As A Percent of Direct: 0.0%

New Hampshire Department of Health and Human Services

Contractor: Littleton Regional Healthcare

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

Budget Period: SFY 20 (7/1/2019-6/30/2020)

	Total Program Cost			Contractor Share / Match			Funde
Line Item	Direct	Indirect	Total	Direct	Indirect	Total	Direct
1. Total Salary/Wages	$ 322,000.00	$ -	$ 322,000.00		$ -	$ -	$ 322,000.00
2. Employee Benefits	$ 112,500.00	$ -	$ 112,500.00		$ -	$ -	$ 112,500.00
3. Consultants	$ -	$ -	$ -		$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -		$ -	$ -	$ -
Rental	$ -	$ -	$ -		$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -		$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -		$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -		$ -	$ -	$ -
Educational	$ -	$ -	$ -		$ -	$ -	$ -
Lab	$ 10,000.00	$ -	$ 10,000.00		$ -	$ -	$ 10,000.00
Pharmacy	$ 145,601.00	$ -	$ 145,601.00		$ -	$ -	$ 145,601.00
Medical	$ 3,800.00	$ -	$ 3,800.00		$ -	$ -	$ 3,800.00
Office	$ -	$ -	$ -		$ -	$ -	$ -
6. Travel	$ 2,000.00	$ -	$ 2,000.00		$ -	$ -	$ 2,000.00
7. Occupancy	$ 14,500.00	$ -	$ 14,500.00		$ -	$ -	$ 14,500.00
8. Current Expenses	$ -	$ -	$ -		$ -	$ -	$ -
Telephone	$ -	$ -	$ -		$ -	$ -	$ -
Postage	$ -	$ -	$ -		$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -		$ -	$ -	$ -
Audit and Legal	$ 5,000.00	$ -	$ 5,000.00		$ -	$ -	$ 5,000.00
Insurance	$ -	$ -	$ -		$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -		$ -	$ -	$ -
9. Software	$ 500.00	$ -	$ 500.00		$ -	$ -	$ 500.00
10. Marketing/Communications	$ 2,000.00	$ -	$ 2,000.00		$ -	$ -	$ 2,000.00
11. Staff Education and Training	$ 3,000.00	$ -	$ 3,000.00		$ -	$ -	$ 3,000.00
12. Subcontracts/Agreements	$ -	$ -	$ -		$ -	$ -	$ -
13. Other (specific details mandatory):	$ 70,000.00	$ -	$ 70,000.00		$ -	$ -	$ 70,000.00
Flex	$ 50,000.00	$ -	$ 50,000.00		$ -	$ -	$ 50,000.00
					$ -	$ -	
	$ -	$ -	$ -		$ -	$ -	$ -
TOTAL	$ 741,101.00	$ -	$ 741,101.00		$ -	$ -	$ 741,101.00

Indirect As A Percent of Direct 0.0%

SPECIAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

REVISIONS TO STANDARD CONTRACT LANGUAGE

1. Revisions to Form P-37, General Provisions

1.1. Section 4, 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.

1.2. Section 10, 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.

2. Revisions to Standard Exhibits

2.1 Exhibit C, Special Provisions, Paragraph 10, Confidentiality of Records, is deleted and is replaced as follows:

The Contractor is a covered entity as defined under the Health Insurance Portability and Accountability Act (HIPAA), 45 CFR 160, 162 and 164, and shall comply with all confidentiality requirements and safeguards set forth in state and federal law and rules. The Contractor is also a substance use disorder provider as defined under 42 CFR Part 2 and shall safeguard confidential information as required. The Contractor shall ensure compliance with all consent and notice requirements prohibiting the redisclosure of confidential information in accordance with 42 CFR Part 2.

All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the disclosure of any protected health information shall be in accordance with the regulatory provisions of HIPAA, 42 CFR Part 2, and applicable state and federal laws and rules. Further, the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, their attorney or guardian. Notwithstanding anything to the contrary contained herein, the covenants and conditions contained in this Paragraph 10 of Exhibit C shall survive the termination of the Contract for any reason whatsoever.

3. Renewal

3.1. The Department reserves the right to extend this Agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, written agreement of the parties and approval of the Governor and Executive Council.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
   1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

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

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

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

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

Contractor Name:

10/15/2018
Date

Name: Robert F. Nutter
Title: President

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

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

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

Contractor Name:

10/15/2018
Date

Name: Robert F. Nutter
Title: President

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

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

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

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

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

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

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

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

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

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

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

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

PRIMARY COVERED TRANSACTIONS

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

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

LOWER TIER COVERED TRANSACTIONS

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

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

Contractor Name:

10/15/2018
Date

Name: Robert F. Nutter
Title: President

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractor Name:

10/15/2018
Date

Name: Robert F. Nutter
Title: President

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

10/15/2018
Date

Name: Robert F. Nutter
Title: President

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

Pursuant to Exhibit C-1 of this Agreement, Exhibit I is not applicable.

Remainder of page intentionally left blank.

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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

10/15/2018
Date

Name: Robert F. Nutter
Title: President

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: 069905735

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

   X NO _____ YES

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

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

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

   _____ NO X YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information," "Confidential Data," or "Data" (as defined in Exhibit K), means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates a security policy, which includes successful attempts) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or

storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic documents or mail.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information

except as required or permitted under this Contract or required by law. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.
3. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If Contractor is transmitting DHHS Data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. Contractor may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS Data.
3. Encrypted Email. Contractor may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If Contractor is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. Contractor may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. Contractor may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If Contractor is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. Contractor may not transmit Confidential Data via an open wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If Contractor is employing remote communication to access or transmit Confidential Data, a secure method of transmission or remote access, which complies with the terms and conditions of Exhibit K, must be used.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If Contractor is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If Contractor is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain DHHS Data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have thirty (30) days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or, if it is infeasible to return or destroy DHHS Data, protections are extended to such information, in accordance with the termination provisions in this Section. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems accessed or utilized for purposes of carrying out this contract.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting DHHS Confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have

currently-supported and hardened operating systems, current, updated, and maintained anti-malware (e.g. anti-viral, anti-hacker, anti-spam, anti-spyware) utilities. The environment, as a whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

If the Contractor maintains any Confidential Information on its systems (or its sub-contractor systems) and it has not done so previously, the Contractor will implement policies and procedures to ensure that any storage media on which such data maybe recorded will be rendered unreadable and that the data will be un-recoverable when the storage media is disposed of. Upon request, the Contractor and will provide the Department with copies of these policies and with written documentation demonstrating compliance with the policies. The written documentation will include all details necessary to demonstrate data contained in the storage media has been rendered unreadable and un-recoverable. Where applicable, regulatory and professional standards for retention requirements may be jointly evaluated by the State and Contractor prior to destruction.

1. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from

creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will ensure End-User will maintain an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

5. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

6. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

7. The Contractor will not store any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

8. Data Security Breach Liability. In the event of any computer security incident, incident, or breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

9. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of, HIPAA Privacy and Security Rules (45 C.F.R. Parts 160

and 164) and 42 C.F.R. Part 2 that govern protections for individually identifiable health information and as applicable under State law.

10. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

11. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in Section VI, of any security breach within 24-hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

12. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

13. The Contractor is responsible for End User oversight and compliance with the terms and conditions of the contract and Exhibit K.

DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within 24- hours of the time that the Contractor learns of their occurrence.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with DHHS's documented Incident Handling and Breach Notification procedures and in accordance with– the HIPAA, Privacy and Security Rules. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and

procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS contact for Data Management or Data Exchange issues:
DHHSInformationSecurityOffice@dhhs.nh.gov

B. DHHS contacts for Privacy issues:
DHHSPrivacyOfficer@dhhs.nh.gov

C. DHHS contact for Information Security issues:
DHHSInformationSecurityOffice@dhhs.nh.gov

D. DHHS contact for Breach notifications:
DHHSInformationSecurityOffice@dhhs.nh.gov
DHHSPrivacyOfficer@dhhs.nh.gov

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Access and Delivery Hub for
Opioid Use Disorder Services

This 1st Amendment to the Access and Delivery Hub for Opioid Use Disorder Services contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and LRGHealthcare (hereinafter referred to as "the Contractor"), a nonprofit organization with a place of business at 80 Highland Street, Laconia, NH 03246.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on October 30, 2018 (Item #17A), 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 or terms and conditions of the contract; and

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

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

WHEREAS, all terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #1 remain in full force and effect; and

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

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $1,987,673.

2. Delete Exhibit A, Scope of Services in its entirety and replace with Exhibit A Amendment #1, Scope of Services.
3. Delete Exhibit B, Methods and Conditions Precedent to Payment and replace with Exhibit B Amendment #1 Methods and Conditions Precedent to Payment.
4. Delete Exhibit B-2 Access and Delivery Hub for Opioid Use Disorder Services and replace with Exhibit B-2 Amendment #1 Budget.

This amendment shall be effective upon the date of Governor and Executive Council approval.

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

State of New Hampshire
Department of Health and Human Services

8/20/19
Date

Name: Katja S. Fox
Title: Director

LRGHealthcare

8/15/19
Date

Name: Kevin W. Donovan
Title: President + CEO

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Belknap on 15 August 2019, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Jenny A. Beaudet
Signature of Notary Public or Justice of the Peace

Jenny G. Beaudet, Admin. Assist.
Name and Title of Notary or Justice of the Peace

My Commission Expires: March 25, 2020

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

OFFICE OF THE ATTORNEY GENERAL

8/23/2019
Date

Name: Nancy J. Smith
Title: Sr. Asst. Attorney General

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

OFFICE OF THE SECRETARY OF STATE

_____
Date

_____
Name:
Title:

Scope of Services

1. Provisions Applicable to All Services

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

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

1.3. For the purposes of this contract, the Contractor shall be identified as a subrecipient, in accordance with 2 CFR 200.0. et seq.

2. Scope of Work

2.1. The Contractor shall develop, implement and operationalize a Regional Doorway for substance use disorder treatment and recovery support service access (Doorways).

2.2. The Contractor shall provide residents in the Laconia Region with access to referrals to substance use disorder treatment and recovery support services and other health and social services.

2.3. The Contractor shall participate in technical assistance, guidance, and oversight activities directed by the Department for implementation of Doorway services.

2.4. The Contractor shall have the Doorway operational by January 1, 2019 unless an alternative timeline has been approved prior to that date by the Department.

2.5. The Contractor shall collaborate with the Department to develop a plan no later than July 1, 2019 for the resources, timeline and infrastructure requirements to develop and maintain a centralized referral database of substance use disorder and mental health treatment providers.

2.5.1. The database shall include the real-time availability of services and providers to ensure rapid placement into appropriate levels of care for Doorway clients which the Doorway will update daily, at a minimum.

2.5.2. The data and the centralized database shall be the property of the Department.

2.6. The Contractor shall operationalize the use of the centralized database at a date agreed upon between the Department and the Contractor based on securing the resource needs identified in 2.5.

2.7. The Contractor shall collaborate with the Department to assess the Contractor's level of readiness, capacity and additional resource needs required to expand Doorway services in-house to include, but not be limited to:

2.7.1. Medication assisted treatment induction at emergency rooms and facilitated coordination with ongoing Doorway care coordination inclusive of the core principles of the Medication First Model.

2.7.2. Outpatient and inpatient substance use disorder services, in accordance with ASAM.

2.7.3. Coordinating overnight placement for Doorway clients engaged in Doorway services between the hours of 5 pm to 8 am in need of a safe location while awaiting treatment placement the following business day.

2.7.4. Expanding populations for Doorway core services.

2.8. The Contractor shall collaborate with the Department to identify gaps in financial and staffing resources throughout the contract period.

2.9. The Contractor, either alone or in collaboration with other Doorways, shall ensure formalized coordination with 2-1-1 NH as the public facing telephone service for all Doorway service access. This coordination shall include:

2.9.1. Establishing an MOU with 2-1-1 NH which defines the workflows to coordinate 2-1-1 NH calls and Doorway activities including the following workflow:

2.9.1.1. Individuals seeking substance use disorder treatment services will call 2-1-1 NH;

2.9.1.2. If an individual is seeking information only, 2-1-1 NH staff will provide that information;

2.9.1.3. If an individual is in an SUD related crisis and wants to speak with a licensed counselor and/or is seeking assistance with accessing treatment services, 2-1-1 NH staff will transfer the caller to the Doorway or on-call Doorway clinician.

2.9.2. The MOU with 2-1-1 NH shall include a process for bi-directional information sharing of updated referral resource databases to ensure that each entity has recently updated referral information.

2.10. The Contractor shall establish formalized agreements for coordination of services and case management services provided by Integrated Delivery Networks (IDNs) to reduce duplication of services and leverage existing integrated care projects in their region.

2.11. The Contractor with the assistance of the Department shall attempt to establish formalized agreements with:

2.11.1. Medicaid Managed Care Organizations to coordinate case management efforts on behalf of the client.

2.11.2. Private insurance carriers to coordinate case management efforts on behalf of the client.

2.12. The Contractor shall be required to create policies for obtaining patient consent to disclose protected health information as required by state administrative rules and federal and state laws for agreements reached with Managed Care Organizations and private insurance carriers as outlined in Subsection 2.11.

2.13. The Contractor shall develop a Department approved conflict of interest policy related to Doorway services and self-referrals to Doorway organization substance use disorder treatment and recovery support service programs funded outside of this contract that maintains the integrity of the referral process and client choice in determining placement in care.

3. Scope of Work for Doorway Activities

3.1. The Contractor shall ensure that unless an alternative schedule for the Doorway to meet the needs of the community is proposed and approved by the Department, the Doorway provides, in one location, during normal business hours (8am-5pm) Monday through Friday, at a minimum:

3.1.1. A physical location for clients to receive face-to-face services.

3.1.2. Telephonic services for calls referred to the Doorway by 2-1-1 NH.

3.1.3. Screening to assess an individual's potential need for Doorway services.

3.1.4. Crisis intervention and stabilization that ensures any individual in an acute OUD related crisis who requires immediate, non-emergency intervention receives crisis intervention counseling services by a licensed clinician. If the individual is calling rather than physically presenting at the Doorway, this includes, but is not limited to:

3.1.4.1. Directing callers to 911 if a client is in imminent danger or there is an emergency.

3.1.4.2. If the client is unable or unwilling to call 911, the Doorway shall contact emergency services.

3.1.5. Clinical evaluation including:

3.1.5.1. Evaluation of all American Society of Addiction Medicine Criteria (ASAM, October 2013), domains.

3.1.5.2. A level of care recommendation based on ASAM Criteria (October 2013).

3.1.5.3. Identification of client strengths and resources that can be used to support treatment and recovery.

3.1.6. Development of a clinical service plan in collaboration with the client based on the clinical evaluation referenced in Paragraph 3.1.5. The service plan shall include, but not be limited to:

3.1.6.1. Determination of an initial ASAM level of care.

3.1.6.2. Identification of any needs the client may have relative to supportive services including, but not limited to:

3.1.6.2.1. Physical health needs.

3.1.6.2.2. Mental health needs.

3.1.6.2.3. Need for peer recovery support services.

3.1.6.2.4. Social services needs.

3.1.6.2.5. Needs regarding criminal justice/Division for Children, Youth, and Families (DCYF) matters.

3.1.6.3. Plan for addressing all areas of need identified in Subparagraph 3.1.6.2 by determining goals that are patient-centered, specific, measurable, attainable, realistic, and timely (SMART goals).

3.1.6.4. When the level of care identified in 3.1.6.1 is not available to the client within 48 hours of service plan development, the service plan shall include plans for referrals to external providers to offer interim services, which are defined as:

3.1.6.4.1. At least one sixty (60) minute individual or group outpatient session per week and/or;

3.1.6.4.2. Recovery support services, as needed by the client; and/or

3.1.6.4.3. Daily calls to the client to assess and respond to any emergent needs.

3.1.7. A staff person, which can be the licensed clinician, CRSW outlined in the Staffing section, or other non-clinical support staff, capable of aiding specialty populations in accessing services that may have additional entry points to services or specific eligibility criteria. Specialty populations include, but are not limited to:

3.1.7.1. Veterans and/or service members.

3.1.7.2. Pregnant women.

3.1.7.3. DCYF involved families.

3.1.7.4. Individuals at-risk of or with HIV/AIDS.

3.1.7.5. Adolescents.

3.1.8. Facilitated referrals to substance use disorder treatment and recovery support and other health and social services which shall include, but not be limited to:

3.1.8.1. Developing and implementing adequate consent policies and procedures for client-level data sharing and shared care planning with external providers, in accordance with HIPAA and 42 CFR Part 2.

3.1.8.2. Determining referrals based on the service plan developed in Paragraph 3.1.6.

3.1.8.3. Assisting clients with obtaining services with the provider agency, as appropriate.

3.1.8.4. Contacting the provider agency on behalf of the client, as appropriate.

3.1.8.5. Assisting clients with meeting the financial requirements for accessing services including, but not limited to:

3.1.8.5.1. Identifying sources of financial assistance for accessing services and supports, and;

3.1.8.5.2. Providing assistance in accessing such financial assistance including, but not limited to:

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

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

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

3.1.8.5.3. When no other payer is available, assisting clients with accessing services by maintaining a flexible needs fund specific to the Doorway region that supports clients who meet the eligibility criteria for assistance under the NH DHHS SOR Flexible Needs Fund Policy with their financial needs including, but not limited to:

3.1.8.5.3.1. Transportation for eligible clients to and from recovery-related medical appointments, treatment programs, and other locations as identified and recommended by Doorway professional staff to assist the eligible client with recovery;

3.1.8.5.3.2. Childcare to permit an eligible client who is a parent or caregiver to attend recovery-related medical appointments, treatment programs, and other appointments as identified and recommended by Doorway professional staff to assist the eligible client with recovery;

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

3.1.8.5.3.4. Provision of light snacks not to exceed $3.00 per eligible client;

3.1.8.5.3.5. Provision of phone minutes or a basic prepaid phone to permit the eligible client to contact treatment providers and recovery services, and to permit contact with the eligible client for continuous recovery support;

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

3.1.8.5.3.7. Other uses preapproved in writing by the Department.

3.1.8.5.4. Providing a Respite Shelter Voucher program to assist individuals in need of respite shelter while awaiting treatment and recovery services. The Contractor shall:

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

3.1.8.5.4.1.1. A Doorway client;

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

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

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

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

3.1.9.2. Supporting clients in meeting the admission, entrance, and intake requirements of the provider agency.

3.1.9.3. Ongoing follow-up and support of clients engaged in services in collaboration or consultation with the client's external service provider(s) until such time that the discharge Government Performance and Results Act (GPRA) interview in 3.1.9.6.3 is completed including, but not limited to:

3.1.9.3.1. Attempting to contact each client at a minimum, once per week until such time that the discharge GPRA interview in Section 3.1.9.3 has been completed, according to the following guidelines:

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

3.1.9.3.1.2. If the attempt in 3.1.9.3.1.1 is not successful, attempt a second contact, as necessary, by telephone, in person or by an alternative method approved by the Department at such a time when the client would normally be available no sooner than two (2) days and no later than three (3) days after the first attempt.

3.1.9.3.1.3. If the attempt in 3.1.9.3.1.2 is not successful, attempt a third contact, as necessary, by telephone, in person or by an alternative method approved by the Department at such a time when the client would normally be available, no sooner than two (2) days and no later than three (3) days after the second attempt.

3.1.9.4. When the follow-up in 3.1.9.3 results in a determination that the individual is at risk of self-harm, the minimum attempts for contact shall be no less than three (3) times each week and aligned with clinical best practices for prevention of suicide.

3.1.9.5. When possible, client contact and outreach shall be conducted in coordination and consultation with the client's external service provider to ensure continuous communication and collaboration between the Doorway and service provider.

3.1.9.5.1. Each successful contact shall include, but not be limited to:

3.1.9.5.1.1. Inquiry on the status of each client's recovery and experience with their external service provider.

3.1.9.5.1.2. Identification of client needs.

3.1.9.5.1.3. Assisting the client with addressing needs, as identified in Subparagraph 3.1.6.2.

3.1.9.5.1.4. Providing early intervention to clients who have relapsed or whose recovery is at risk.

3.1.9.6. Collecting and documenting attempts to collect client-level data at multiple intervals including, but not limited to ensuring the GPRA Interview tool is completed and entered into the Substance Abuse and Mental Health Services Administration's (SAMHSA's) Performance Accountability and Reporting System (SPARS), at a minimum:

3.1.9.6.1. At intake or within three (3) days following initial client contact.

3.1.9.6.2. Six (6) months post intake into Doorway services.

3.1.9.6.3. Upon discharge from the initially referred service.

3.1.9.6.3.1. If the client is discharged from services before the time intervals in 3.1.9.6.2 or 3.1.9.6.3 the Doorway must make every reasonable effort to conduct a follow-up GPRA for that client.

3.1.9.6.3.2. If a client is re-admitted into services after discharge or being lost to care, the Doorway is not required to re-administer the intake GPRA but must complete a follow-up GPRA for the time interval in 3.1.9.6.2 and 3.1.9.6.3 closest to the intake GPRA.

3.1.9.7. Documenting any loss of contact in the SPARS system using the appropriate process and protocols as defined by SAMHSA through technical assistance provided under the State Opioid Response grant.

3.1.9.8. Ensuring that contingency management strategies are utilized to increase client engagement in follow-up GPRA interviews which may include, but are not limited to gift cards provided to clients for follow-up participation at each follow-up interview which shall not exceed thirty dollars ($30) in value.

3.1.9.8.1. Payments to incentivize participation in treatment are not allowable.

3.1.10. Naloxone purchase, distribution, information, and training to individuals and organizations who meet the eligibility criteria for receiving kits under the NH DHHS Naloxone Distribution Policy regarding the use of naloxone.

3.2. The Contractor shall ensure that, at a minimum, after-hours (5pm to 8am), on-call, telephonic services are provided by a licensed clinician affiliated with one or more of the Doorways, seven (7) days a week and that the clinician has the ability to coordinate continued client care with the Doorway in the individual's region.

3.2.1. On-call staffing by licensed clinicians shall be sufficient to meet the call volumes during the hours outlined in Subsection 3.2 to ensure that clients are not on hold or receiving busy signals when transferred from 2-1-1 NH.

3.2.2. The Contractor shall give preference to licensed clinicians with the ability to assess for co-occurring mental health needs.

3.2.3. Telephonic services to be provided include, at a minimum:

3.2.3.1. Crisis intervention and stabilization which ensures that individuals in an acute OUD related crisis that require immediate, non-emergency intervention are provided with crisis counseling services by a licensed clinician.

3.2.3.2. Directing callers to 911 if a client is in imminent danger or there is an emergency.

3.2.3.2.1. If the client is unable or unwilling to call 911, contacting emergency services on behalf of the client.

3.2.3.3. Screening.

3.2.3.4. Coordinating with shelters or emergency services, as needed.

3.2.3.5. Providing clinical evaluation telephonically, if appropriate, based on the callers mental state and health status.

3.2.3.6. Scheduling the client for face-to-face intake at the client's Doorway for an evaluation and referral services, if determined necessary.

3.2.3.7. Ensuring a Continuity of Operations Plan for landline outage.

3.3. The Contractor shall obtain treatment consent forms from all clients served, either in-person or through electronic means, to ensure compliance with all applicable state and federal confidentiality laws.

3.4. The Contractor shall provide services for both day and overnight shifts in accordance with:

3.4.1. The twelve (12) Core Functions of the Alcohol and Other Drug Counselor.

3.4.2. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice, available at http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171.

3.4.3. The four (4) recovery domains as described by the International Credentialing and Reciprocity Consortium, available at http://www.internationalcredentialing.org/Resources/Candidate%20Guides/PR%20candidate%20guide%201-14.pdf.

3.4.4. TIP 27: Comprehensive Case Management for Substance Abuse Treatment, available at https://store.samhsa.gov/product/TIP-27-Comprehensive-Case-Management-for-Substance-Abuse-Treatment/SMA15-4215.

3.5. The Contractor shall utilize recent and inform any future developments of a comprehensive needs assessment of their region. The needs assessment shall be coordinated with existing regional partners including, but not limited to:

3.5.1. Regional Public Health Networks.

3.5.2. Integrated Delivery Networks.

3.5.3. Continuum of Care Facilitators.

3.6. The Contractor shall inform the inclusion of regional goals into the future development of needs assessments in Subsection 3.5 that the Contractor and its partners in the region have over the contract period including, but not limited to reductions in:

3.6.1. Naloxone use.

3.6.2. Emergency Room use.

3.6.3. Overdose related fatalities.

3.7. The Contractor shall have policies and procedures that allow them to accept referrals and evaluations from SUD treatment and other service providers.

3.8. The Contractor shall provide information to all individuals seeking services on how to file a grievance in the event of dissatisfaction with services provided. The Contractor shall ensure each individual seeking services receives information on:

3.8.1. The steps to filing an informal complaint with the Contractor, including the specific contact person to whom the complaint should be sent.

3.8.2. The steps to filing an official grievance with the Contractor and the Department with specific instructions on where and to whom the official grievance should be addressed.

3.9. The Contractor shall provide written policies to the Department on complaint and grievance procedures within ten (10) business days of the amendment effective date.

4. Subcontracting for Doorways

4.1. The Doorway shall submit any and all subcontracts they propose to enter into for services provided through this contract to the Department for approval prior to execution.

4.2. The Doorway may subcontract with prior approval of the Department for support and assistance in providing core Doorway services; except that such core services shall not be subcontracted providers whose principal operations are to serve individuals with a specific diagnosis of substance use disorders. .

4.2.1. Core Doorway services are defined, for purposes of this contract, as screening, assessment, evaluation, referral, continuous case management, GPRA data completion, and naloxone distribution.

4.2.2. The Doorway shall at all times be responsible for continuous oversight of, and compliance with, all Core Doorway services and shall be the single point of contact with the Department for those Core services.

4.2.3. Any subcontract for support and assistance in providing Core Doorway services shall ensure that the patient experience is consistent across the continuum of Core Doorway services and that the subcontracted entities and personnel are at all times acting, in name and in fact, as agents of the Doorway. The Doorway shall consolidate Core Doorway services, to the greatest extent practicable, in a single location.

5. Staffing

5.1. The Contractor shall meet the following minimum staffing requirements:

5.1.1. Between 8am-5pm, 5 days/week, Monday through Friday:

5.1.1.1. A minimum of one (1) clinician with the ability to provide clinical evaluations for ASAM level of care placement, in-person or telephonically;

5.1.1.2. A minimum of one (1) Recovery support worker (CRSW) with the ability to fulfill recovery support and care coordination functions;

5.1.1.3. A minimum of one (1) staff person, who can be a licensed clinician, CRSW, or other non-clinical support staff, capable of aiding specialty populations as outlined in Paragraph 3.1.7.

5.1.2. Sufficient staffing levels that are appropriate for the services provided and the number of clients served based on available staffing and the budget established for the Doorway.

5.1.3. All unlicensed staff providing treatment, education and/or recovery support services shall be under the direct supervision of a licensed supervisor.

5.1.4. No licensed supervisor shall supervise more than twelve (12) unlicensed staff unless the Department has approved an alternative supervision plan.

5.1.5. Peer clinical supervision is provided for all clinicians including, but not limited to:

5.1.5.1. Weekly discussion of cases with suggestions for resources or alternative approaches.

5.1.5.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision.

5.2. The Contractor must ensure sufficient licensed clinician telephone coverage, at a minimum, between the hours of 5 pm and 8 am, 7 days/week, who have the ability to provide services as outlined in Subsection 3.2. This may be provided either by the Contractor alone or in collaboration with other Doorways.

5.3. The Contractor must meet the training requirements for staff which include, but are not limited to:

5.3.1. For all clinical staff:

5.3.1.1. Suicide prevention and early warning signs.

5.3.1.2. The 12 Core Functions of the Alcohol and Other Drug Counselor.

5.3.1.3. The standards of practice and ethical conduct, with particular emphasis given to the individual's role and appropriate responsibilities, professional boundaries, and power dynamics.

5.3.1.4. An approved course on the twelve (12) core functions and The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice within twelve (12) months of hire.

5.3.1.5. A Department approved ethics course within twelve (12) months of hire.

5.3.2. For recovery support staff and other non-clinical staff working directly with clients:

5.3.2.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee.

5.3.2.2. The standards of practice and ethical conduct, with particular emphasis given to the individual's role and appropriate responsibilities, professional boundaries, and power dynamics, and confidentiality safeguards in accordance with HIPAA and 42 CFR Part 2, and state rules and laws.

5.3.2.3. The four (4) recovery domains as described by the International Credentialing and Reciprocity Consortium, available at http://www.internationalcredentialing.org/Resources/Candidate%20Guides/PR%20candidate%20guide%201-14.pdf.

5.3.2.4. An approved ethics course within twelve (12) months of hire.

5.3.3. Required trainings in Subsection 5.3 may be satisfied through existing licensure requirements and/or through Department approved alternative training curriculums and/or certifications.

5.3.4. Ensuring all recovery support staff and clinical staff receive continuous education regarding substance use disorders, at a minimum annually.

5.3.5. Providing in-service training to all staff involved in client care within fifteen (15) days of the contract effective date or the staff person's start date on the following:

5.3.5.1. The contract requirements.

5.3.5.2. All other relevant policies and procedures provided by the Department.

5.4. The Contractor shall provide its staff, subcontractors, or end users as defined in Exhibit K, with periodic training in practices and procedures to ensure compliance with information security, privacy or confidentiality in accordance with state administrative rules and state and federal laws.

5.5. The Contractor shall notify the Department in writing:

5.5.1. When a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program, within one (1) month of hire.

5.5.2. When there is not sufficient staffing to perform all required services for more than one (1) month, within fourteen (14) calendar days.

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

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

6. Reporting

6.1. The Contractor shall report sentinel events to the Department as follows:

6.1.1. Sentinel events shall be reported when they involve any individual who is receiving services under this contract;

6.1.2. Upon discovering the event, the Contractor shall provide immediate verbal notification of the event to the bureau, which shall include:

6.1.2.1. The reporting individual's name, phone number, and agency/organization;

6.1.2.2. Name and date of birth (DOB) of the individual(s) involved in the event;

6.1.2.3. Location, date, and time of the event;

6.1.2.4. Description of the event, including what, when, where, how the event happened, and other relevant information, as well as the identification of any other individuals involved;

6.1.2.5. Whether the police were involved due to a crime or suspected crime; and

6.1.2.6. The identification of any media that had reported the event;

6.1.3. Within 72 hours of the sentinel event, the Contractor shall submit a completed

"Sentinel Event Reporting Form" (February 2017), available at https://www.dhhs.nh.gov/dcbcs/documents/reporting-form.pdf to the bureau

6.1.4. Additional information on the event that is discovered after filing the form in Section 6.1.3. above shall be reported to the Department, in writing, as it becomes available or upon request of the Department; and

6.1.5. Submit additional information regarding Sections 6.1.1 through 6.1.4 above if required by the department; and

6.1.6. Report the event in Sections 6.1.1 through 6.1.4 above, as applicable, to other agencies as required by law.

6.2. The Contractor shall submit quarterly de-identified, aggregate client reports to the Department on each client served, as required by SAMHSA. The data shall include:

6.2.1. Diagnoses.

6.2.2. Demographic characteristics.

6.2.3. Substance use.

6.2.4. Services received and referrals made, by provider organization name.

6.2.5. Types of MAT received.

6.2.6. Length of stay in treatment.

6.2.7. Employment status.

6.2.8. Criminal justice involvement.

6.2.9. Housing.

6.2.10. Flexible needs funds used and for what purpose.

6.2.11. Numbers of naloxone kits distributed and by category, including but not limited to client, organization, family member, etc.

6.3. The Contractor shall report quarterly on federally required data points specific to this funding opportunity as identified by SAMHSA over the grant period.

7. Performance Measures

7.1. The Contractor shall attempt to complete a GPRA interview for 100% of Doorway clients at intake or within three (3) days following initial client contact and at six (6) months post intake, and upon discharge from Doorway referred services.

7.2. In accordance with SAMHSA State Opioid Response grant requirements, the Contractor shall ensure that the GPRA interview follow-up rate at six (6) months post intake for Doorway clients is no less than 80%.

8. Deliverables

8.1. The Contractor shall have the Doorway in the Laconia Region operational by January 1, 2019 unless an alternative timeline has been submitted to and approved by the Department.

8.2. The Contractor shall collaborate with the Department to develop a report by July 1, 2019 to determine the Contractor's level of readiness, capacity and resource needs required to expand services in-house as outlined in Subsection 2.7.

8.3. The Contractor shall collaborate with the Department on development of a plan no later than July 1, 2019 for the resources, timeline and infrastructure requirements to develop and maintain a centralized referral database of substance use disorder and mental health treatment providers as outlined in Subsection 2.5.

9. State Opioid Response (SOR) Grant Standards

9.1. The Contractor and/or referred providers shall ensure that only FDA-approved MAT for Opioid Use Disorder (OUD) is utilized. FDA-approved MAT for OUD includes:

9.1.1. Methadone.

9.1.2. Buprenorphine products, including:

9.1.2.1. Single-entity buprenorphine products.

9.1.2.2. Buprenorphine/naloxone tablets,

9.1.2.3. Buprenorphine/naloxone films.

9.1.2.4. Buprenorphine/naloxone buccal preparations.

9.1.2.5. Long-acting injectable buprenorphine products.

9.1.2.6. Buprenorphine implants.

9.1.2.7. Injectable extended-release naltrexone.

9.2. The Contractor and/or referred providers shall only provide medical withdrawal management services to any individual supported by SOR Grant Funds if the withdrawal management service is accompanied by the use of injectable extended-release naltrexone, as clinically appropriate.

9.3. The Contractor and/or referred providers shall ensure that clients receiving financial aid for recovery housing utilizing SOR funds shall only be in a recovery housing facility that is aligned with the National Alliance for Recovery Residences standards and registered with the State of New Hampshire, Bureau of Drug and Alcohol Services in accordance with current NH Administrative Rules.

9.4. The Contractor and/or referred providers shall assist clients with enrolling in public or private health insurance, if the client is determined eligible for such coverage.

9.5. The Contractor and/or referred providers shall accept clients on MAT and facilitate access to MAT on-site or through referral for all clients supported with SOR Grant funds, as clinically appropriate.

9.6. The Contractor and/or referred providers shall coordinate with the NH Ryan White HIV/AIDs program for clients identified as at risk of or with HIV/AIDS.

9.7. The Contractor and/or referred providers shall ensure that all clients are regularly screened for tobacco use, treatment needs and referral to the QuitLine as part of treatment planning.

Methods and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
3. This contract is funded with funds from the Substance Abuse and Mental Health Services Administration CFDA #93.788, Federal Award Identification Number (FAIN) H79TI081685 and TI080246.
4. The Contractor shall keep detailed records of their activities related to Department funded programs and services.
5. The Contractor shall ensure specific budget line items are included in state fiscal year budgets, which include:
   5.1. Flex funds in the amount of $142,589 for State Fiscal Year 2020.
   5.2. Naloxone funds in the amount of $160,611 for State Fiscal Year 2020.
   5.3. Respite Shelter Voucher funds in the amount of $239,473 for State Fiscal Year 2020.
6. The Contractor shall not use funds to pay for bricks and mortar expenses.
7. The Contractor shall include in their budget, at their discretion the following:
   7.1. Funds to meet staffing requirements of the contract
   7.2. Funds to provide clinical and recovery support services in the contract that are not otherwise reimbursable by public or private insurance or through other Federal and State contracts
   7.3. Funds to meet the GPRA and reporting requirements of the contract
   7.4. Funds to meet staff training requirements of the contract
8. Funds remaining after satisfaction of Section 5 above may be used by the Contractor to support the scope of work outlined in Exhibit A.
9. Payment for said services shall be made monthly as follows:
   9.1. Payments shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this agreement, and shall be in accordance with the approved budget line item.
   9.2. The Contractor shall submit an invoice in a form satisfactory to the State by the twentieth (20th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
   9.3. The invoice must be completed, signed, dated and returned to the Department in order to initiate payment.
   9.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.

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

9.6. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to Melissa.Girard@dhhs.nh.gov.

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

10. Notwithstanding paragraph 18 of the Form P-37, General Provisions, an amendment limited to transfer the funds within the budget and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

11. The Contractor shall provide a final budget for State Fiscal Year 2021 no later than March 31, 2020 for Department approval, which shall be submitted for Governor and Executive Council approval no later than June 30, 2020.

New Hampshire Department of Health and Human Services

Contractor Name: LRGHealthcare

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

Budget Period: SFY 20 (7/1/2019-6/30/2020)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 184,000.00	$ 4,000.00	$ 188,000.00	$ -	$ 4,000.00	$ 4,000.00	$ 184,000.00	$ -	$ 184,000.00
2. Employee Benefits	$ 41,300.00	$ 1,215.00	$ 42,515.00	$ -	$ 1,215.00	$ 1,215.00	$ 41,300.00	$ -	$ 41,300.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ 1,200.00	$ -	$ 1,200.00	$ -	$ -	$ -	$ 1,200.00	$ -	$ 1,200.00
Purchase/Depreciation	$ 3,000.00	$ -	$ 3,000.00	$ -	$ -	$ -	$ 3,000.00	$ -	$ 3,000.00
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ 4,000.00	$ -	$ 4,000.00	$ -	$ -	$ -	$ 4,000.00	$ -	$ 4,000.00
6. Travel	$ 8,000.00	$ -	$ 8,000.00	$ -	$ -	$ -	$ 8,000.00	$ -	$ 8,000.00
7. Occupancy	$ 50,500.00	$ 5,050.00	$ 55,550.00	$ -	$ 5,050.00	$ 5,050.00	$ 50,500.00	$ -	$ 50,500.00
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ 250.00	$ 250.00	$ -	$ 250.00	$ 250.00	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ 3,000.00	$ -	$ 3,000.00	$ 3,000.00	$ -	$ 3,000.00	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ 13,000.00	$ -	$ 13,000.00	$ -	$ -	$ -	$ 13,000.00	$ -	$ 13,000.00
10. Marketing/Communications	$ 5,000.00	$ -	$ 5,000.00	$ -	$ -	$ -	$ 5,000.00	$ -	$ 5,000.00
11. Staff Education and Training	$ 5,000.00	$ -	$ 5,000.00	$ -	$ -	$ -	$ 5,000.00	$ -	$ 5,000.00
12. Subcontracts/Agreements	$ 310,000.00	$ -	$ 310,000.00	$ -	$ -	$ -	$ 310,000.00	$ -	$ 310,000.00
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Flex Funds	$ 50,000.00	$ -	$ 50,000.00	$ -	$ -	$ -	$ 142,589.00	$ -	$ 142,589.00
Respite Beds	$ 8,000.00	$ -	$ 8,000.00	$ -	$ -	$ -	$ 239,473.00	$ -	$ 239,473.00
Naloxone Set-aside	$ 90,000.00	$ -	$ 90,000.00	$ -	$ -	$ -	$ 160,611.00	$ -	$ 160,611.00
TOTAL	$ 776,000.00	$ 10,515.00	$ 786,515.00	$ 3,000.00	$ 10,515.00	$ 13,515.00	$ 1,167,673.00	$ -	$ 1,167,673.00
Indirect As A Percent of Direct		1.4%							

Contractor Initials: KWD

Date: 8/15/19

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 LRGHEALTHCARE is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on November 15, 1893. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **64122**

Certificate Number: **0004562189**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 9th day of August A.D. 2019.

William M. Gardner

Secretary of State

CERTIFICATE OF VOTE

I, Golda L. Schohan, do hereby certify that:

1. I am the duly elected Secretary of the Board of Trustees of LRGHealthcare.

2. Kevin W. Donovan is the duly elected President and CEO of LRGHealthcare.

3. The following is a true copy of the resolution duly adopted at a meeting of the Board of Trustees of LRGHealthcare duly held on the 15th day of August, 2019:

   RESOLVED: That Kevin W. Donovan, President and CEO of LRGHealthcare is hereby authorized on behalf of LRGHealthcare to enter into Amendment #1 to the Access and Delivery Hub for Opioid Use Disorder Services Agreement between the State of New Hampshire and LRGHealthcare and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he may deem necessary, desirable or appropriate.

4. The forgoing resolution has not been amended or revoked, and remains in full force and effect as of the 15th day of August, 2019.

Golda L. Schohan, Secretary

STATE OF NEW HAMPSHIRE

County of Belknap

The forgoing instrument was acknowledged before me this 15th day of August, 2019, by Golda L. Schohan.

Lea A. Miner, Notary Public
State of New Hampshire

(NOTARY SEAL)

Commission Expires: May 17, 2022

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/06/2019

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

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

PRODUCER MARSH USA, INC. 99 HIGH STREET BOSTON, MA 02110 Attn: Boston.certrequest@Marsh.com CN107277064-LRG-gener-19-20	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED LRGHealthcare 80 Highland Street Laconia, NH 03246	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Granite Shield Insurance Exchange **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** NYC-010705943-01 **REVISION NUMBER:** 1

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			GSIE-PRIM-2019-103	01/01/2019	01/01/2020	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 12,000,000
	POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] N/A (Mandatory In NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			GSIE-PRIM-2019-103	01/01/2019	01/01/2020		SEE ABOVE

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

CERTIFICATE HOLDER

NH DHHS
129 Pleasant Street
Concord, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

Elizabeth Stapleton

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/05/2019

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

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PRODUCER CROSS INSURANCE - LACONIA 155 Court Street Laconia NH 03246	CONTACT NAME: Tracy Andriski, CISR PHONE (A/C, No, Ext): (603) 524-2425 FAX (A/C, No): (603) 524-3666 E-MAIL ADDRESS: tandriski@crossagency.com
INSURED LRGHealthcare 80 Highland Street Laconia NH 03246	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : MEMIC Indemnity Company — 11030 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** CL1810965662 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		3102806692	10/01/2018	10/01/2019	☒ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

CERTIFICATE HOLDER

NH DHHS
129 Pleasant Street
Concord NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Tracy Andriski

MISSION –

LRGHealthcare's mission is to provide quality, compassionate care and to strengthen the well-being of our community.

VISION-

The LRGHealthcare organization shall be the preeminent provider of high levels of quality health care, patient safety, and overall community satisfaction throughout the Lakes Region of New Hampshire.

BAKER
NEWMAN
NOYES

LRGHealthcare and Subsidiary

Audited Consolidated Financial Statements

Years Ended September 30, 2017 and 2016
With Independent Auditors' Report

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

LRGHEALTHCARE AND SUBSIDIARY

AUDITED CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2017 and 2016

TABLE OF CONTENTS

BAKER NEWMAN NOYES

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INDEPENDENT AUDITORS' REPORT

To the Trustees
LRGHealthcare and Subsidiary

We have audited the accompanying consolidated financial statements of LRGHealthcare and Subsidiary, which comprise the consolidated statements of financial position as of September 30, 2017 and 2016, and the related consolidated statements of operations, changes in net assets and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

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

Auditors' Responsibility

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

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

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

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of LRGHealthcare and Subsidiary as of September 30, 2017 and 2016, and the results of their operations, changes in their net assets and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Baker Newman & Noyes LLC

Manchester, New Hampshire
January 29, 2018

LRGHEALTHCARE AND SUBSIDIARY

CONSOLIDATED STATEMENTS OF FINANCIAL POSITION

September 30, 2017 and 2016

ASSETS

	2017	2016
Current assets:		
Cash and cash equivalents	$ 3,988,717	$ 8,104,880
Accounts receivable, net of allowance for doubtful accounts of $7.8 million in 2017, $6.3 million in 2016	25,351,735	21,536,833
Other receivables	6,876,450	5,898,943
Current portion of pledges receivable	27,698	39,915
Inventories	5,615,285	5,499,898
Current portion of deferred system development costs	4,999,717	2,481,109
Other prepaid expenses	3,093,234	2,185,299
Total current assets	49,952,836	45,746,877
Assets whose use is limited:		
Under bond indenture held by trustee	10,624,862	10,543,329
Under workers' compensation trust agreement	1,476,176	1,984,507
Under deferred compensation plan	859,360	582,269
By donors or grantors for specific purposes	557,439	787,807
By donors for capital improvements	3,103,594	3,222,835
By donors for permanent endowment funds	2,199,737	2,199,737
Total assets whose use is limited	18,821,168	19,320,484
Long-term investments	240,536	240,536
Property, plant and equipment, net	101,774,091	100,930,665
Other assets	5,513,040	4,668,922
Deferred system development costs, less current portion	19,571,182	16,066,100
Total assets	$ 195,872,853	$ 186,973,584

LIABILITIES AND NET ASSETS

	2017	2016
Current liabilities:		
Accounts payable	$ 20,202,648	$ 13,471,051
Estimated third-party payor settlements payable	14,569,404	14,084,989
Accrued employee compensation:		
Payroll	4,122,300	3,870,127
Compensated absences	4,235,332	4,094,574
Healthcare and other accrued benefits	702,501	1,151,261
Current portion of long-term debt	4,014,487	3,870,890
Total current liabilities	47,846,672	40,542,892
Long-term debt:		
Note payable	608,034	663,310
Bonds	117,685,287	121,854,225
Less current installments	(4,014,487)	(3,870,890)
Long-term debt, net of current portion	114,278,834	118,646,645
Other long-term liabilities:		
Accrued pension/retirement costs	40,586	4,116,147
Workers' compensation and other liabilities	5,769,360	4,483,220
Total long-term liabilities	120,088,780	127,246,012
Total liabilities	167,935,452	167,788,904
LRGHealthcare net assets:		
Unrestricted	21,911,055	12,738,544
Temporarily restricted	3,661,033	4,119,966
Permanently restricted	2,199,737	2,199,737
Total LRGHealthcare net assets	27,771,825	19,058,247
Noncontrolling interest in consolidated subsidiary	165,576	126,433
Total net assets	27,937,401	19,184,680
Total liabilities and assets	$ 195,872,853	$186,973,584

See accompanying notes.

LRGHEALTHCARE AND SUBSIDIARY

CONSOLIDATED STATEMENTS OF OPERATIONS

Years Ended September 30, 2017 and 2016

	2017	2016
Unrestricted revenue and other support:		
Net patient service revenue, net of contractual allowances and discounts	$215,609,900	$218,479,181
Less provision for doubtful accounts	(13,944,318)	(11,422,443)
Total net patient service revenue less provision for doubtful accounts	201,665,582	207,056,738
Disproportionate share funding	12,337,197	9,884,224
Net assets released from restrictions for operations	725,650	52,994
Other revenue	5,853,369	5,266,085
Total revenue	220,581,798	222,260,041
Expenses:		
Salaries	104,274,631	104,842,730
Payroll taxes	6,417,189	6,651,188
Employee benefits	14,786,848	14,085,440
Purchased services and contracted physicians	26,552,765	26,215,469
Pharmacy supplies	12,587,653	12,311,290
Chargeable supplies	9,601,251	11,418,969
Nonchargeable supplies	6,534,471	7,360,090
Depreciation and amortization	7,317,573	8,319,587
Rent and occupancy expenses	6,957,897	6,858,604
Professional services	1,255,229	1,665,008
Interest expense	5,367,751	5,497,615
Insurance	1,030,706	3,090,456
Repairs	4,397,963	3,696,744
Tuition, advertising and other	2,970,108	2,672,994
Dues, travel and education	1,144,988	1,349,022
New Hampshire Medicaid Enhancement Tax	8,345,548	8,071,019
Total expenses	219,542,571	224,106,225
Income (loss) from operations	1,039,227	(1,846,184)
Nonoperating gains (losses):		
Gifts and bequests	66,882	175,847
Interest and dividend income	394,672	49,625
Gain (loss) on disposal of property, plant and equipment	617,886	(182,490)
Other nonoperating gain	25,495	672,120
Nonoperating gains (losses), net	1,104,935	715,102
Consolidated excess (deficiency) of revenue and nonoperating gains (losses) over expenses	2,144,162	(1,131,082)
Excess of revenue and nonoperating gains (losses) over expenses attributable to noncontrolling interest in consolidated subsidiary	(439,805)	(473,285)
Excess (deficiency) of revenue and nonoperating gains (losses) over expenses attributable to LRGHealthcare	$ 1,704,357	$ (1,604,367)

See accompanying notes.

LRGHEALTHCARE AND SUBSIDIARY

CONSOLIDATED STATEMENTS OF CHANGES IN NET ASSETS

Years Ended September 30, 2017 and 2016

	2017	2016
LRGHealthcare unrestricted net assets:		
Excess (deficiency) of revenue and nonoperating gains (losses) over expenses attributable to LRGHealthcare	$ 1,704,357	$ (1,604,367)
Adjustment to pension liability	6,250,431	(720,650)
Net assets released from restrictions for equipment purchases and property improvements	851,289	132,364
Unrealized gains (losses) on investments, net	366,434	(55,958)
Increase (decrease) in LRGHealthcare unrestricted net assets	9,172,511	(2,248,611)
LRGHealthcare temporarily restricted net assets:		
Restricted contributions and pledges	1,019,439	1,005,012
Grants	98,567	42,497
Net assets released from restrictions for:		
Equipment purchases and property improvements	(851,289)	(132,364)
Operating purposes	(725,650)	(52,994)
(Decrease) increase in LRGHealthcare temporarily restricted net assets	(458,933)	862,151
Increase (decrease) in LRGHealthcare net assets	8,713,578	(1,386,460)
Noncontrolling interest in consolidated subsidiary:		
Excess of revenue and nonoperating gains over expenses attributable to noncontrolling interest in consolidated subsidiary	439,805	473,285
Contributions, distributions and other changes in noncontrolling interest	(400,662)	(502,140)
Increase (decrease) in noncontrolling interest in consolidated subsidiary	39,143	(28,855)
Increase (decrease) in total net assets	8,752,721	(1,415,315)
Net assets, beginning of year	19,184,680	20,599,995
Net assets, end of year	$27,937,401	$ 19,184,680

See accompanying notes.

LRGHEALTHCARE AND SUBSIDIARY

CONSOLIDATED STATEMENTS OF CASH FLOWS

Years Ended September 30, 2017 and 2016

	2017	2016
Cash flows from operating activities:		
Increase (decrease) in total net assets	$ 8,752,721	$ (1,415,315)
Adjustments to reconcile increase (decrease) in total net assets to net cash provided by operating activities:		
Depreciation and amortization	7,317,573	8,319,587
(Gain) loss on disposal of property, plant and equipment	(617,886)	182,490
Provision for doubtful accounts	13,944,318	11,422,443
Adjustment to pension liability	(6,250,431)	720,650
Contributions, distributions and other changes in noncontrolling interest in consolidated subsidiary	400,662	502,140
Restricted contributions, pledges and grants	(1,118,006)	(1,047,509)
Unrealized (gains) losses on investments, net	(366,434)	55,958
Changes in operating assets and liabilities:		
Accounts receivable	(17,759,220)	(3,598,923)
Estimated third-party settlements payable	484,415	5,472,669
Other receivables	(977,507)	(1,011,704)
Inventories	(115,387)	(219,621)
Deferred system development costs	(2,755,460)	(15,800,129)
Other prepaid expenses	(907,935)	(325,188)
Accounts payable	3,463,367	147,528
Accrued employee compensation	(55,829)	(1,167,774)
Workers' compensation and other liabilities	1,286,140	1,045,167
Accrued pension/retirement costs	2,174,870	2,307,161
Net cash provided by operating activities	6,899,971	5,589,630
Cash flows from investing activities:		
Acquisition of property, plant and equipment	(8,606,470)	(2,016,757)
Proceeds from sale of property, plant and equipment	1,063,357	–
Net increase in other noncurrent assets	(844,118)	(1,621,268)
Decrease (increase) in assets whose use is limited and long-term investments, net	865,750	(701,882)
Net cash used by investing activities	(7,521,481)	(4,339,907)
Cash flows from financing activities:		
Repayment of long-term debt	(4,224,214)	(4,073,011)
Restricted contributions, pledges and grants	1,130,223	1,115,424
Noncontrolling interest in consolidated subsidiary	(400,662)	(502,140)
Net cash used by financing activities	(3,494,653)	(3,459,727)
Net decrease in cash and cash equivalents	(4,116,163)	(2,210,004)
Cash and cash equivalents, beginning of year	8,104,880	10,314,884
Cash and cash equivalents, end of year	$ 3,988,717	$ 8,104,880

LRGHEALTHCARE AND SUBSIDIARY

CONSOLIDATED STATEMENTS OF CASH FLOWS (CONTINUED)

Years Ended September 30, 2017 and 2016

	2017	2016
Supplemental disclosure of cash flow information:		
Cash paid during the year for interest	$ 5,367,751	$ 5,497,615

Supplemental disclosure of noncash flow information:
During 2017 and 2016, the Hospitals have included $5,626,130 and $2,357,900, respectively, of deferred system development costs in accounts payable.

See accompanying notes.

1. Description of Organization and Summary of Significant Accounting Policies

Organization

LRGHealthcare's mission is to provide accessible, quality, compassionate care and to strengthen the well being of its communities. LRGHealthcare operates two acute care hospitals located in Franklin and Laconia, New Hampshire. The Franklin facility was designated a Critical Access Hospital effective July 1, 2004 and includes 25 acute care beds. Also, on October 1, 2013, the Franklin facility opened a 10 bed designated psychiatric receiving facility. The Laconia facility includes 137 acute care beds and was designated a Rural Referral Center in 1986 and a Sole Community Hospital in 2009. The facilities provide emergency care, ambulatory surgical units and medical practices.

LRGHealthcare is a New Hampshire nonprofit corporation formed in November 1893 and is classified as a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code.

The accompanying consolidated financial statements include the accounts of LRGHealthcare's wholly-owned workers' compensation trust (see note 11). The accompanying consolidated financial statements also include the accounts of Hillside ASC, LLC (Hillside). LRGHealthcare owns a 65.3% interest in Hillside at September 30, 2017 and 2016. Hillside is an ambulatory surgical center located in Gilford, New Hampshire. The consolidated group is collectively referred to herein as "the Hospitals."

Effective June 25, 2015 the Hospitals and Speare Memorial Hospital formed Asquam Community Health Collaborative, LLC (ACHC). ACHC was initially capitalized by contributions of $5,000 made by each member. ACHC has two equal members and may admit additional members in the future with the consent of the original members. ACHC's purpose is to conduct (1) joint purchasing, management and use arrangements involving information technology and other major equipment; (2) shared administrative and other supportive services; (3) the exchange of wage, price, cost and/or clinical outcomes (i.e., quality data) as permitted by law; (4) development and/or participation in innovative healthcare delivery platforms; and (5) other activities as determined by consent of the members. ACHC's initial activity is to jointly purchase an Electronic Healthcare Record (EHR) system. The Hospitals are accounting for ACHC under the equity method and have recorded their share of the ownership interest in ACHC of $3,138 and $5,000 at September 30, 2017 and 2016, respectively, in other assets in the accompanying consolidated statements of financial position. ACHC entered into a noninterest bearing note payable in 2017 with an unrelated party. The members are a guarantor of the note payable. The balance of the note payable was approximately $1,600,000 at September 30, 2017.

Principles of Consolidation

All significant intercompany balances and transactions have been eliminated in the consolidation. Noncontrolling interests in the less-than-wholly-owned consolidated subsidiary of LRGHealthcare are presented as a component of total equity to distinguish between the interests of LRGHealthcare and the interests of the noncontrolling owners. Revenues, expenses and nonoperating gains from this subsidiary are included in the consolidated amounts presented on the consolidated statements of operations. Excess (deficiency) of revenue and nonoperating gains (losses) over expenses attributable to LRGHealthcare separately presents the amounts attributable to the controlling interest for each of the years presented.

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

Noncontrolling Interests

Noncontrolling interests represent the portion of equity in a subsidiary not attributable, directly or indirectly, to a parent. LRGHealthcare's accompanying consolidated financial statements include all assets, liabilities, revenues and expenses at their consolidated amounts, which include the amounts attributable to LRGHealthcare and the noncontrolling interest. LRGHealthcare recognizes as a separate component of equity and earnings the portion of income or loss attributable to noncontrolling interests based on the portion of the entity not owned by LRGHealthcare.

Cash and Cash Equivalents

Cash and cash equivalents include money market funds and short-term investments with original maturities of three months or less, excluding assets whose use is limited and long-term investments.

The Hospitals maintain their cash in bank deposit accounts, which at times may exceed federally insured limits. The Hospitals have not experienced any losses on such accounts.

Accounts Receivable and the Allowance for Doubtful Accounts

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

The Hospitals' allowance for doubtful accounts for self-pay patients increased from 63% of self-pay accounts receivable at September 30, 2016 to 67% of self-pay accounts receivable at September 30, 2017. The Hospitals' net self-pay bad debt writeoffs increased $955,383 from $11,302,443 in 2016 to $12,257,826 in 2017. The change in the allowance as a percentage of self-pay accounts receivable and bad debt writeoffs was a result of collection trends, payor mix and the overall balance in self-pay accounts receivable.

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

Investments and Investment Income

Investments, including funds held by trustee under bond indenture, are carried at fair value in the accompanying consolidated statements of financial position. Realized gains or losses on the sale of investment securities are determined by the specific identification method. Except as described in the following paragraph, investment interest and dividends on unrestricted funds are treated as nonoperating gains and losses. Unrealized gains and losses on investments are excluded from the excess (deficiency) of revenue and nonoperating gains (losses) over expenses unless the losses are considered other-than-temporary. Periodically, management reviews investments for which the market value has fallen significantly below cost and recognizes impairment losses where they believe these declines are other-than-temporary.

The investments in joint ventures are reported on the equity method of accounting and are recorded at amounts that approximate the Hospitals' equity in the underlying net assets of the entities.

Interest income attributable to operating funds are reported within other revenue in the accompanying consolidated statements of operations. Operating funds are determined by the Hospitals as being 20 days or less of working capital requirements.

Investment Policies

The Hospitals' 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.

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

The goal with respect to the management of endowment funds is to increase, with minimum risk, the inflation adjusted principal and income of the endowment funds over the long term. The Hospitals target a diversified asset allocation that places emphasis on achieving their long-term return objectives within prudent risk constraints.

Assets Whose Use is Limited

Assets whose use is limited include assets held by trustees under bond indenture, workers' compensation reserves, employee deferred compensation plan and donor-restricted investments.

Inventories

Inventories of supplies and pharmaceuticals are carried at the lower of cost, determined using the "first-in, first-out" (FIFO) method, or net realizable value.

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

Property, Plant and Equipment

Property, plant and equipment is stated at cost at time of purchase, or fair value at time of donation, less reductions in carrying value based upon impairment and less accumulated depreciation. The Hospitals' policy is to capitalize expenditures for major improvements and charge maintenance and repairs for expenditures which do not extend the lives of the related assets. The provision for depreciation is computed on the straight-line method at rates intended to amortize the cost of the related assets over their estimated useful lives. See also note 6. Assets which have been purchased but not yet placed in service are included in construction in progress and no depreciation expense is recorded.

Donations of fixed assets, or funds received to acquire property and equipment, are reported at fair value when received in temporarily restricted net assets and transferred to unrestricted net assets when the asset is acquired or placed in service.

Net Patient Service Revenue

The Hospitals have agreements with third-party payors that provide for payments to the Hospitals at amounts different from their established rates. Payment arrangements include prospectively determined rates per discharge, reimbursed costs, discounted charges and per diem payments. Net patient service revenue is reported at the estimated net realizable amounts from patients, third-party payors and others for services rendered, including estimated retroactive adjustments under reimbursement agreements with third-party payors. Retroactive adjustments are 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 Hospitals recognize 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 Hospitals provide a discount approximately equal to that of their largest private insurance payors. On the basis of historical experience, a significant portion of the Hospitals' uninsured patients will be unable or unwilling to pay for the services provided. Thus, the Hospitals record a significant provision for doubtful accounts related to uninsured patients in the period the services are provided.

Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. The Hospitals believe that they are in compliance with all applicable laws and regulations and are not aware of any pending or threatened investigations involving allegations of potential wrongdoing. While no such regulatory inquiries have been made, compliance with such laws and regulations can be subject to future government review and interpretation, as well as significant regulatory action including fines, penalties and exclusion from the Medicare and Medicaid programs. See also note 4.

Excess (Deficiency) of Revenue and Nonoperating Gains (Losses) Over Expenses

The Hospitals have deemed all activities as ongoing, major or central to the provision of healthcare services and, accordingly, they are reported as operating revenue and expenses. Peripheral transactions are reported as nonoperating gains or losses.

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

The consolidated statements of operations include excess (deficiency) of revenue and nonoperating gains (losses) over expenses. Changes in unrestricted net assets which are excluded from excess (deficiency) of revenue and nonoperating gains (losses) over expenses, consistent with industry practice, include the change in net unrealized gains and losses on investments, other than losses considered other-than-temporary, the pension liability adjustments and contributions of long-lived assets, including assets acquired using contributions which by donor restriction were to be used for the purposes of acquiring such assets.

Charity Care

The Hospitals provide care to patients who meet certain criteria under their charity care policies without charge or at amounts less than their established rates (see note 2). Because the Hospitals do not pursue collection of amounts determined to qualify as charity care, they are not reported as revenue. 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 Hospitals' total expenses divided by gross patient service revenue.

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 Hospitals has been limited by donors to a specific time period or purpose. When a donor restriction expires (when a stipulated time restriction ends or purpose restriction is accomplished), temporarily restricted net assets are reclassified as unrestricted net assets and reported in the statement of operations as either net assets released from restrictions for operations (for noncapital related items) or as net assets released from restrictions used for equipment purchases and property improvements (capital related items). Permanently restricted net assets have been restricted by donors to be maintained by the Hospitals in perpetuity. Donor-restricted contributions whose restrictions are met within the same year as received are reported as unrestricted contributions in the accompanying consolidated financial statements.

In accordance with the *Uniform Prudent Management Institutional Funds Act* (UPMIFA), the Hospitals consider 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 Policy for Appropriation of Assets for Expenditure

Spending policies may be adopted by the Hospitals, 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 Hospitals evaluate their spending policies on an annual basis.

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

Estimated Workers' Compensation and Healthcare Claims

The Hospitals are self-insured with respect to certain employee workers' compensation and healthcare costs. The provision for estimated workers' compensation and healthcare claims includes estimates of the ultimate costs for both reported claims and claims incurred but not reported (see note 11).

Volunteer Hours (Unaudited)

Volunteers contributed 21,255 and 20,978 hours in donated services in 2017 and 2016, respectively. Volunteers perform a number of varied activities for the Hospitals including pharmacy, patient and mail transport as well as filing and reception duties. The monetary value of such services has not been reflected in the accompanying consolidated financial statements.

Grant Revenue and Expenditures

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

Advertising, Marketing Costs and Community Affairs

Advertising, marketing and related costs are charged to operations when incurred. Such amounts totaled $930,742 in 2017 and $605,443 in 2016.

Income Taxes

The Hospitals, with the exception of Hillside, are not-for-profit corporations as described in Section 501(c)(3) of the Internal Revenue Code and are exempt from federal income taxes on related income pursuant to Section 501(a) of the Code. Management evaluated the Hospitals' tax positions and concluded the Hospitals have maintained their tax-exempt status, do not have any significant unrelated business income and have taken no uncertain tax positions that require adjustment to or disclosure in the consolidated financial statements. Hillside is a for-profit subsidiary and is a limited liability company. As such, the subsidiary is subject to state taxation but is not subject to federal taxation. Deferred taxes are not significant at September 30, 2017 and 2016.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements. Estimates also affect the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates. The most significant areas which are affected by the use of estimates include the allowance for doubtful accounts and contractual adjustments, estimated third-party payor settlements, malpractice and health insurance reserves, and actuarial assumptions used in determining pension obligations and expense and workers' compensation costs.

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

Recent Accounting Pronouncements

In May 2014, the FASB issued Accounting Standards Update (ASU) No. 2014-09, *Revenue from Contracts with Customers* (ASU 2014-09), which requires revenue to be recognized when promised goods or services are transferred to customers in amounts that reflect the consideration to which the Hospitals expect to be entitled in exchange for those goods and services. ASU 2014-09 will replace most existing revenue recognition guidance in U.S. GAAP when it becomes effective. ASU 2014-09 is effective for the Hospitals on October 1, 2018. ASU 2014-09 permits the use of either the retrospective or cumulative effect transition method. The Hospitals are evaluating the impact that ASU 2014-09 will have on their consolidated financial statements and related disclosures.

In February 2016, the FASB issued ASU No. 2016-02, *Leases (Topic 842)* (ASU 2016-02). Under ASU 2016-02, at the commencement of a long-term lease, lessees will recognize a liability equivalent to the discounted payments due under the lease agreement, as well as an offsetting right-of-use asset. ASU 2016-02 is effective for the Hospitals on October 1, 2019, with early adoption permitted. Lessees (for capital and operating leases) must apply a modified retrospective transition approach for leases existing at, or entered into after, the beginning of the earliest comparative period presented in the consolidated financial statements. The modified retrospective approach would not require any transition accounting for leases that expired before the earliest comparative period presented. Lessees may not apply a full retrospective transition approach. The Hospitals are currently evaluating the impact of the pending adoption of ASU 2016-02 on their consolidated financial statements.

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

In March 2017, the FASB issued ASU No. 2017-07, *Compensation — Retirement Benefits (Topic 715): Improving the Presentation of Net Periodic Pension Cost and Net Periodic Postretirement Benefit Cost* (ASU 2017-07). ASU 2017-07 will require that an employer report the service cost component of net periodic pension cost in the same line item as other compensation costs arising from services rendered by employees during the period. The other components of net periodic pension cost are required to be presented in the statement of operations separately and outside a subtotal of income from operations, if one is presented. ASU 2017-07 is effective for the Hospitals on October 1, 2018, with early adoption permitted. The Hospitals are currently evaluating the impact of the pending adoption of ASU 2017-07 on their consolidated financial statements.

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

Subsequent Events

Management of the Hospitals evaluated events occurring between the end of the Hospitals' fiscal year and January 29, 2018, the date the consolidated financial statements were available to be issued.

Reclassifications

Certain 2016 amounts have been reclassified to conform with the current year presentation.

2. **Charity Care and Community Benefits (Unaudited)**

The mission of the Hospitals is to provide quality, accessible healthcare services to patients regardless of their ability to pay. The Hospitals subsidize certain healthcare services, provide outreach and educational programs, build community population partnerships, provide free and discounted healthcare services and subsidize costs exceeding government sponsored healthcare reimbursement.

The estimated costs of providing community benefits and charity care for the years ended September 30 are:

	2017	2016
Charity care	$ 750,000	$ 682,000
Community programs and subsidized services	24,762,000	25,862,000
Government sponsored healthcare	20,146,000	22,070,000
	$45,658,000	$48,614,000

3. **Concentrations**

Financial instruments which subject the Hospitals to concentrations of credit risk consist of cash equivalents, patient accounts receivable and investments, including assets whose use is limited. The risk with respect to cash equivalents is minimized by the Hospitals' policy of investing in financial instruments with short-term maturities issued by highly rated financial institutions. The Hospitals have not experienced any losses on cash equivalents. The Hospitals' patient accounts receivable are primarily due from third-party payors and amounts are presented net of expected contractual allowances and uncollectible amounts. Investments do not represent significant concentrations of specific market risk inasmuch as the Hospitals' investment portfolio is adequately diversified among various issues. No investments exceeded 10% of investments as of September 30, 2017.

3. Concentrations (Continued)

Additionally, the Hospitals' patient mix consists of local residents and vacationing tourists, many of whom are insured under third-party payor agreements. The mix of payors including revenue, discounts and allowances granted excluding community care and the provision for doubtful accounts follows for fiscal years ended September 30 (in millions):

	2017			2016		
	Rev-enue	Discount and Allow-ances	Net Patient Rev-enue	Rev-enue	Discount and Allow-ances	Net Patient Rev-enue
Medicare	$262.1	$(173.6)	$ 88.5	$253.2	$(174.5)	$ 78.7
Medicaid	62.6	(50.3)	12.3	80.6	(62.7)	17.9
Insurance – fees for service	185.1	(87.0)	98.1	191.5	(77.4)	114.1
Patients and Healthlink	13.3	(4.2)	9.1	10.7	(5.4)	5.3
Employee health plan	14.6	(7.0)	7.6	10.6	(8.1)	2.5
	$537.7	$(322.1)	$215.6	$546.6	$(328.1)	$218.5

Concentrations of credit risk from gross receivables from patients and third-party payors are as follows at September 30:

	2017	2016
Medicare	41.57%	34.13%
Medicaid	9.31	14.09
Commercial insurers	32.92	34.91
Patients	16.20	16.87
	100.00%	100.00%

4. Net Patient Service Revenue

The Hospitals have agreements with third-party payors that provide for payments to the Hospitals at amounts different from their established rates. Similarly, patients are offered prompt payment discounts through the Hospitals' Patient Advantage Program. A summary of the payment arrangements with major third-party payors follows:

Medicare

Inpatient acute care services rendered to Medicare program beneficiaries are paid at prospectively determined rates per discharge (DRGs). These rates vary according to a patient classification system that is based on clinical diagnosis and other factors. Inpatient non-acute services are paid based on a fixed prospective payment system, again varying according to clinical diagnosis and other factors. As a Sole Community Hospital, the payment is the higher of the hospital specific or federal specific rate.

4. Net Patient Service Revenue (Continued)

Since August 2000, outpatient services are reimbursed under the Medicare Outpatient Prospective Payment System (OPPS). Payments are made at a fixed rate based upon each service as categorized by Medicare's Ambulatory Payment Classifications (APCs). As a result, the materiality of prospectively determined settlement adjustments diminished. The Hospitals' classification of patients under the Medicare program and the appropriateness of their admission are subject to an independent review. In 2009, LRGHealthcare was designated a Sole Community Hospital by Medicare adding to its previous designation as a Rural Referral Center.

Effective July 1, 2004, the Franklin facility was classified as a Critical Access Hospital. Thereafter, inpatient, non-acute services related to Medicare beneficiaries are paid based on a blended rate comprised of fixed fee schedules for laboratory services to non-patients and a cost reimbursement methodology. The Franklin facility is reimbursed for cost reimbursable items at a tentative rate with final settlement determined after submission of annual cost reports by the Hospital and audits thereof by the Medicare fiscal intermediary.

Medicaid

Inpatient services rendered to Medicaid program beneficiaries are reimbursed at rates prospectively determined per discharge (DRGs). Outpatient services are reimbursed under a cost reimbursement methodology and a fixed laboratory fee schedule. The Hospitals are reimbursed at a tentative rate with final settlement determined after submission of annual cost reports by the Hospitals subject to audits thereof by the Medicaid fiscal intermediary.

Settlements

The accrual for estimated third-party payor settlements reflected on the accompanying consolidated statements of financial position represents the estimated net amounts to be received/paid under reimbursement contracts with the Centers for Medicare and Medicaid Services (CMS) (Medicare), the New Hampshire Department of Welfare (Medicaid) and any commercial payors with settlement provisions. Settlements for the Laconia facility have been finalized through 2014 for Medicare and Medicaid. Settlements for the Franklin facility have been finalized through 2013 for Medicare and 2014 for Medicaid. Income from operations increased by approximately $379,000 for the year ended September 30, 2017 and decreased by approximately $1,300,000 for the year ended September 30, 2016 (primarily due to an increase in reserves for disproportionate share payments as discussed below), respectively, due to actual settlements and changes in assumptions underlying estimated future third-party settlements.

In 2016, the Hospitals were notified by CMS that a final determination was made regarding a Sole Community Hospital Volume Decrease Adjustment that was requested by the Hospitals for the fiscal year ended September 30, 2011. The final amounts approved by CMS totaled $3,697,623 for the fiscal year ended September 30, 2011. Accordingly, the Hospitals received $3,697,623 in fiscal year 2016 relating to the fiscal year ended September 30, 2011 adjustment. In addition, revenues totaling $3,697,623 and $3,304,461 were recorded within other revenue in the accompanying consolidated statements of operations for the year ended September 30, 2016.

4. Net Patient Service Revenue (Continued)

Other

The Hospitals have also entered into payment agreements with certain commercial insurance carriers, health maintenance organizations and preferred provider organizations. The basis for payment to the Hospitals under these agreements includes discounts from established charges, DRG indexed payments, fee schedule based payments and retrospective cost based reimbursement.

Medicaid Enhancement Tax and Medicaid Disproportionate Share

Under the State of New Hampshire's tax code, the State imposes a Medicaid Enhancement Tax (MET) equal to 5.5% of the Hospitals' net patient service revenues, with certain exclusions. The amount of tax incurred by the Hospitals for fiscal 2017 and 2016 was $8,345,548 and $8,071,019, respectively. The Hospitals have accrued approximately $2,050,000 and $2,020,000 in MET at September 30, 2017 and 2016, respectively. These amounts are included in accounts payable in the accompanying consolidated statements of financial position at September 30, 2017 and 2016.

In the fall of 2010, in order to remain in compliance with stated federal regulations, the State of New Hampshire adopted a new approach related to Medicaid disproportionate share funding retroactive to July 1, 2010. Unlike the former funding method, the State's approach led to a payment that was not directly based on, and did not equate to, the level of tax imposed. As a result, the legislation created some level of losses at certain New Hampshire hospitals, while other hospitals realized gains. In 2017 and 2016, the Hospitals recognized disproportionate share funding totaling $12,337,197 and $9,884,224, respectively.

As part of the State's biennial budget process for the two-year period ending June 30, 2013, it eliminated disproportionate share payments to certain New Hampshire hospitals, excluding hospitals classified as critical access. For the periods ending June 30, 2017 and 2016, the State included the hospitals not classified as critical access as qualifying for disproportionate share payments. The Hospitals have recorded receivables totaling approximately $2,375,000 at September 30, 2017 and 2016, representing the portion of disproportionate share payments expected to be received related to the Hospitals' fiscal year.

CMS has completed audits of the State's program and the disproportionate share payments made by the State in 2011 and 2012, the first years that those payments reflected the amount of uncompensated care provided by New Hampshire hospitals. It is possible that subsequent years will also be audited by CMS. The Hospitals have recorded reserves to address their exposure based on CMS's audit results to date. Approximately $6,300,000 in reserves relating to these audits is included in estimated third-party payor settlements payable in the accompanying consolidated statement of financial position at September 30, 2017 and 2016.

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

Summary of Patient Service Revenues

An estimated breakdown of patient service revenue, net of contractual allowances, discounts and provision for doubtful accounts recognized in 2017 and 2016 from these major payor sources, is as follows (in millions):

	Gross Patient Service Revenues	Contractual Allowances and Discounts	Provision for Doubtful Accounts	Net Patient Service Revenues Less Provision for Doubtful Accounts
2017				
Private payors (includes coinsurance and deductibles)	$185.1	$ (87.0)	$ (6.1)	$ 92.0
Medicaid	62.6	(50.3)	(0.6)	11.7
Medicare	262.1	(173.6)	(2.4)	86.1
Self-pay and Healthlink	13.3	(4.2)	(4.7)	4.4
Employee health plan	14.6	(7.0)	(0.1)	7.5
	$537.7	$(322.1)	$(13.9)	$201.7
2016				
Private payors (includes coinsurance and deductibles)	$191.5	$ (77.4)	$ (5.0)	$109.1
Medicaid	80.6	(62.7)	(0.5)	17.4
Medicare	253.2	(174.5)	(2.0)	76.7
Self-pay and Healthlink	10.7	(5.4)	(3.8)	1.5
Employee health plan	10.6	(8.1)	(0.1)	2.4
	$546.6	$(328.1)	$(11.4)	$207.1

5. Assets Whose Use is Limited and Long-Term Investments

The composition of investments at September 30, 2017 and 2016 is set forth in the table shown below at fair value.

	2017	2016
Assets whose use is limited:		
Under bond indenture held by Trustees:		
Cash and cash equivalents	$10,624,862	$10,543,329
Under workers' compensation trust agreement:		
Cash and cash equivalents	102,503	21,594
U.S. Treasury obligations	–	31,751
Mutual funds	1,285,437	1,782,286
Nonfinancial assets	88,236	148,876
	1,476,176	1,984,507
Under deferred compensation plan:		
Mutual funds	859,360	582,269
Donor restricted assets:		
Cash and cash equivalents	5,860,770	6,158,669
Other investments	–	51,710
	5,860,770	6,210,379
Total assets whose use is limited	18,821,168	19,320,484
Long-term investments:		
Cash and cash equivalents	238,575	238,575
Marketable equity securities	1,961	1,961
Total long-term investments	240,536	240,536
Total assets whose use is limited and long-term investments	$19,061,704	$19,561,020

The following schedule summarizes total investment return and its classification for the year ended September 30, 2017, with totals for comparative purposes shown for 2016:

	2017				
	Unrestricted	Temporarily Restricted	Permanently Restricted	2017 Total	2016 Total
Interest and dividends	$394,672	$ –	$ –	$394,672	$ 49,625
Unrealized gains (losses), net	366,434	–	–	366,434	(55,958)
Total investment return	$761,106	$ –	$ –	$761,106	$ (6,333)

5. **Assets Whose Use is Limited and Long-Term Investments (Continued)**

In evaluating whether the investments have suffered an other-than-temporary decline, based on input from outside investment advisors, management evaluated the amount of the decline compared to cost, the length of time and extent to which fair value has been less than cost, the underlying creditworthiness of the issuer, the fair values exhibited during the year, estimated future fair values and the Hospitals' intent and ability to hold the security until a recovery in fair value or maturity. There were no securities in an unrealized loss position at September 30, 2017 and 2016.

6. **Property, Plant and Equipment**

Property, plant and equipment consists of the following:

	September 30, 2017 (In Millions)			September 30, 2016 (In Millions)		
	Cost	Accum. Depre.	Net	Cost	Accum. Depre.	Net
Land	$ 1.8	$ –	$ 1.8	$ 1.8	$ –	$ 1.8
Land improvements	3.8	(2.9)	0.9	3.8	(2.9)	0.9
Buildings	81.6	(32.8)	48.8	81.3	(31.9)	49.4
Equipment – major	83.5	(62.6)	20.9	77.1	(60.3)	16.8
Equipment – fixed	56.4	(30.9)	25.5	56.7	(29.6)	27.1
	227.1	(129.2)	97.9	220.7	(124.7)	96.0
Construction in process and deposits	3.9	–	3.9	4.9	–	4.9
Total property, plant and equipment	$231.0	$(129.2)	$101.8	$225.6	$(124.7)	$100.9

The Hospitals own real property which is leased to providers of health services, several small business concerns and charitable organizations. As of September 30, 2017, the cost basis of rented property was $2,640,840 and accumulated depreciation was $2,174,951. Gross rents received during the years ended 2017 and 2016 included in other revenue were $263,333 and $240,833, respectively.

In 2016, the Hospitals engaged an independent third party to assist in reassigning the useful lives of certain property, plant and equipment as of October 1, 2015. The impact of changes to estimated useful lives of certain property, plant and equipment of the Hospitals was reported as a change in accounting estimate in 2016. Depreciation expense before this change in estimate for the year ended September 30, 2016 was $11,252,523. As a result of this change in estimate, depreciation expense for 2016 was reduced by $2,932,936 to $8,319,587.

7. Long-Term Debt

The following bond issues have primarily been used to finance or refinance construction projects, renovations and capital acquisitions of property and equipment.

2015 Bonds

On September 30, 2015, the Hospitals refunded their existing 2010 Series Bonds outstanding (see below) of $133,265,000 through the issuance of $125,871,960 in fixed rate Federal Housing and Urban Development Insured Mortgage Revenue Bonds with an interest rate of 3.70%. The balance of these bonds at September 30, 2017 and 2016 was $117,685,287 and $121,854,225, respectively. The refunding transaction reduces the Hospitals' total interest costs through the maturity of the refunded bonds. As of September 30, 2017, the amount of defeased 2010 Series Bonds payable not included in the accompanying consolidated statements of financial position was $130,065,000.

The Hospitals have granted as collateral for the 2015 bonds substantially all property and equipment (excluding the assets of Hillside) and are required to comply with certain restrictive financial covenants. For the year ended September 30, 2017, the Hospitals were in compliance with all required financial covenants, except for the average payment period, current ratio, days cash on hand, and the equity financial ratio.

Note Payable

During 2014, LRGHealthcare entered into a note payable with the State of New Hampshire Department of Health and Human Services in the amount of $829,138 for the construction of a Designated Receiving Facility on the Franklin campus. The note is noninterest bearing and requires annual payments of $55,276 over a fifteen year period. The balance of this note at September 30, 2017 and 2016 was $608,034 and $663,310, respectively.

Interest expense incurred on the bonds and note payable was approximately $5,368,000 and $5,498,000 in 2017 and 2016, respectively.

Principal payments on the bonds and note payable outstanding at September 30, 2017 for each of the following years ending September 30 are as follows:

2018	$ 4,014,487
2019	4,530,108
2020	4,698,514
2021	4,873,257
2022	5,054,577
Thereafter	95,122,378
	$ 118,293,321

7. Long-Term Debt (Continued)

Revolving Lines of Credit

On October 9, 2015, the Hospitals entered into a $6,000,000 unsecured revolving line of credit agreement with a bank, which is due on demand. The line of credit agreement bears interest at the Wall Street Journal prime rate (4.25% at September 30, 2017). As of September 30, 2017 and 2016, there was no outstanding balance on this line of credit.

On August 17, 2017, the Hospitals entered into a $9,000,000 180 day short-term revolving line of credit agreement with a bank. The line of credit is secured by the Hospitals' accounts receivable with a bank, is due on demand or upon expiration, and bears interest at the Wall Street Journal prime rate plus one-half percent (4.75% at September 30, 2017). As of September 30, 2017, there was no outstanding balance on this line of credit.

Amounts Held by Trustees

The Hospitals are required to maintain bond escrow funds for the monthly payments made by the Hospitals which, in turn, enable the Trustee to fund a debt service reserve and required semi-annual interest payments and annual principal payments due on the Series 2015 bond issue at September 30, 2017 and 2016. Amounts held in bond escrow funds totaled $10,624,862 and $10,543,329 at September 30, 2017 and 2016, respectively.

8. Retirement Plans

The Hospitals have two retirement plans covering substantially all of their employees.

The Hospitals have a tax sheltered annuity based retirement plan (TSA plan). The TSA plan is a defined contribution plan available to all employees of the Hospitals. There are no employer contributions made to the TSA plan. At September 31, 2017 and 2016, the Hospitals have recorded $859,360 and $582,269 on the accompanying consolidated statements of financial position in assets whose use is limited and other liabilities.

The Hospitals also have a defined benefit plan. During 2017, the mortality assumption was updated to use the RP-2017 mortality tables to reflect a modified MP-2017 mortality improvement scale. During 2016, the mortality assumption was updated to use the RP-2016 mortality tables to reflect a modified MP-2016 mortality improvement scale.

The defined benefit plan has received a favorable determination letter dated March 15, 2012.

The defined benefit plan accruals ended December 31, 2004. Those accruals provided for a plan benefit payable upon normal retirement (age 65) of 1.625% of the employee's average highest five consecutive years' earnings during the employee's last 10 years of employment for each year of service up to 25 years. Participants may elect a lump sum form of payment. Beginning January 1, 2005, under the 2005 amendment, a new account was established to accumulate employer contributions and investment credits to be added to the grandfathered defined benefit amount. Those additions will be identical to the cash balance credits described below.

8. **Retirement Plans (Continued)**

At retirement, grandfathered employees receive the greater of benefits under the defined benefit plan as described above or the cash balance plan. Under the cash balance plan, a participant's January 1, 1995 plan benefit was present valued into a separate account balance in the participant's name which then became the employee's retirement benefit. Thereafter, account additions are determined at 7% of compensation up to $25,000 and 3% thereafter for participants with less than 10 years of service or 4% for participants with 10 or greater years of service. Interest additions are credited at a predetermined rate of interest not to exceed 5.5%. However, ad hoc increases have been made. The interest rate credits for fiscal years 2017 and 2016 were 0.91% and 0.49%, respectively.

The following table sets forth the principal actuarial assumptions used to compute the net periodic pension cost and pension benefit obligations at September 30.

	2017	2016
Principal actuarial assumptions used to determine net periodic pension cost:		
Discount rate	3.73%	4.36%
Expected return on plan assets	7.00	7.00
Salary increases	3.00	3.00
Principal actuarial assumptions used to determine benefit obligations:		
Discount rate	4.01%	3.73%
Salary increases	3.00	3.00

The expected long-term return on asset assumption is reviewed annually, taking into consideration the current and expected future allocation of assets, and the expected long-term return on these asset classes. Historical real returns and expected future inflation are considered as factors in estimating the expected long-term return on these asset classes. The difference between actual investment return and the 7.00% long-term return assumption is amortized over five years. Were the plan to terminate, different assumptions and other factors might be applicable in determining the projected benefit obligation.

The following table sets forth the changes in projected benefit obligations, changes in plan assets, components of net periodic benefit cost and reconciliation of prepaid or accrued pension cost:

	September 30	
	2017	2016
Change in projected benefit obligation:		
Projected benefit obligation at the beginning of the year	$ 69,943,563	$ 65,189,551
Service cost	2,765,070	2,639,475
Interest cost	2,565,913	2,789,685
Distributions	(5,105,791)	(4,658,096)
Assumption changes	(1,949,587)	4,161,202
Experience gain	(629,267)	(178,254)
Projected benefit obligation at the end of the year	$ 67,589,901	$ 69,943,563

8. Retirement Plans (Continued)

	September 30 2017	September 30 2016
Change in fair value of plan assets:		
Fair value of plan assets at beginning of year	$ 65,827,416	$ 64,101,215
Actual return on plan assets	6,827,690	6,384,297
Administrative expenses	(451,966)	(216,405)
Benefits paid	(4,653,825)	(4,441,691)
Fair value of plan assets at the end of the year	$ 67,549,315	$ 65,827,416
Funded status	$ (40,586)	$ (4,116,147)
Components of net periodic pension cost:		
Service cost	$ 2,765,070	$ 2,639,475
Interest cost	2,565,913	2,789,685
Expected return on plan assets	(4,531,975)	(4,412,169)
Net prior service cost amortization	19,159	30,050
Amortization of loss	1,356,833	1,260,120
Net periodic pension cost	$ 2,175,000	$ 2,307,161
Reconciliation of net statement of financial position liability:		
Net statement of financial position liability at beginning of year	$ (4,116,147)	$ (1,088,336)
Amount recognized in accumulated other comprehensive liability at end of prior year	21,778,786	21,058,136
Prepaid benefit cost (before adjustment) at end of prior year	17,662,639	19,969,800
Net periodic benefit cost for fiscal year	(2,175,000)	(2,307,161)
Prepaid benefit cost (before adjustment) at end of current year	15,487,639	17,662,639
Amount recognized in accumulated other comprehensive liability at end of current year	(15,528,225)	(21,778,786)
Net statement of financial position liability at end of current year	$ (40,586)	$ (4,116,147)

The accumulated benefit obligation was $64,091,760 and $65,763,822 at September 30, 2017 and 2016, respectively.

8. Retirement Plans (Continued)

The PPA legislates funding levels for defined benefit plans that will exceed the Plan's projected benefit obligation within the next seven years. The Hospitals expect to contribute, at a minimum, the required amounts under the PPA into the Plan for the year ending September 30, 2017. There is no expected contribution for 2018. Benefits expected to be paid by the Plan during the ensuing five years and five years thereafter are approximately as follows:

2018	$ 3,588,500
2019	3,384,100
2020	4,368,900
2021	4,691,500
2022	3,892,200
Five year period thereafter	21,912,100

The total unrecognized loss and prior year service cost are $15,493,915 and $34,310 at September 30, 2017. The loss and prior year service cost amount expected to be recognized in net periodic benefit cost in 2018 are as follows:

Actuarial loss	$960,943
Prior service cost	10,901
	$971,844

Pension Plan Assets

The primary investment objective of the Hospitals' Retirement Plan is to provide pension benefits for their members and their beneficiaries by ensuring a sufficient pool of assets to meet the Plan's current and future benefit obligations. These funds are managed as permanent funds with disciplined longer-term investment objectives and strategies designed to meet cash flow requirements of the plan. Funds are managed in accordance with ERISA and all other regulatory requirements.

Management of plan assets is designed to maximize total return while preserving the capital values of the fund, protecting the fund from inflation and providing liquidity as needed for plan benefits. Total annualized return, adjusted for trading costs and management fees, achieved by each investment manager of an actively managed portfolio, is expected to equal or exceed an index comprised of 60% of the Vanguard Index Trust 500 Fund and 40% of the Vanguard Total Bond Market Fund.

The Plan aims to assume a moderate level of risk and a diversified portfolio. The Plan invests in one money market account and three mutual funds at September 30, 2017. A periodic review is performed of the pension plan's investments in various asset classes.

8. **Retirement Plans (Continued)**

The fair values of the assets at September 30, 2017 are as follows (see note 15 for level definitions):

	Level 1	Level 2	Level 3	Total
Money market fund	$ 575,947	$ –	$ –	$ 575,947
Mutual funds:				
Index fund - domestic	33,738,458	–	–	33,738,458
Index fund - international	7,781,064	–	–	7,781,064
Index fund - fixed income	25,453,846	–	–	25,453,846
	66,973,368	–	–	66,973,368
Total assets at fair value	$67,549,315	$ –	$ –	$67,549,315

The fair values of the assets at September 30, 2016 are as follows (see note 15 for level definitions):

	Level 1	Level 2	Level 3	Total
Money market fund	$ 634,921	$ –	$ –	$ 634,921
Mutual funds:				
Index fund - domestic	31,906,277	–	–	31,906,277
Index fund - international	7,159,216	–	–	7,159,216
Index fund - fixed income	26,127,002	–	–	26,127,002
	65,192,495	–	–	65,192,495
Total assets at fair value	$65,827,416	$ –	$ –	$65,827,416

9. **Leases**

The Hospitals have a number of lease agreements with noncancellable terms of more than one year. These include various family health practices and properties leased pursuant to professional service agreements. Leases extend for varying periods and most include renewal options subject to adjustment in the rental amount. Leases that expire are generally expected to be renewed or replaced by other leases, or the Hospitals' owned property will be utilized if available.

The future annual minimum rental payments required under noncancellable operating leases are as follows:

2018	$1,812,027
2019	1,727,008
2020	801,592
2021	802,673
2022	269,698
Thereafter	1,481,304

9. Leases (Continued)

Rent expense for all operating leases including month-to-month rentals for 2017 and 2016 was approximately $1,719,000 and $749,000, respectively.

10. Functional Expenses

The Hospitals provide general healthcare services to residents and vacationing tourists within their geographic area. Expenses, excluding the New Hampshire Medicaid Enhancement Tax, interest expense, depreciation and amortization related to providing these services are as follows:

	September 30	
	2017	2016
Expenses:		
Nursing services	$ 18,277,967	$ 30,426,811
Other professional services	125,861,751	123,347,371
General services	8,669,606	13,790,871
Administrative services	45,702,375	34,652,951
	$198,511,699	$202,218,004

11. Self Insurance

Employee Health Insurance

The Hospitals have 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 Hospitals recognize revenue for services provided to employees of the Hospitals during the year. The Hospitals are insured above a stop-loss amount of $300,000 on individual claims. Estimated unpaid claims, and those claims incurred but not reported at September 30, 2017 and 2016, have been recorded as a liability of $702,501 and $1,151,261, respectively, and are reflected in the accompanying consolidated statements of financial position within healthcare and other accrued benefits.

Workers' Compensation Trust

The Hospitals self-insure their workers' compensation claims and have established a tax-exempt trust, revocable subject to State law retained funding level restrictions for the payment of workers' compensation settlements. Professional insurance consultants have been engaged to assist the Hospitals with determining funding amounts. The financial position and operations of the Trust have been consolidated with these statements. A stop loss policy is in place to limit liability exposure to $600,000 per occurrence.

11. Self Insurance (Continued)

Losses from asserted claims and from unasserted claims identified under the Hospitals' incident reporting system are accrued as reported based on estimates that incorporate industry past experience, as well as other considerations including the nature of each claim or incident and relevant trend factors. Accruals for possible losses attributable to incidents that may have occurred but that have not been identified under the incident reporting system have been made based upon industry experience and management's judgment. The Trust's estimate for all claims outstanding was $2,290,000 and $1,655,342 as of September 30, 2017 and 2016, respectively. Assets held in trust to meet such claims amounted to $1,476,176 and $1,984,507 at September 30, 2017 and 2016, respectively.

12. Commitments

In addition to commitments made in the ordinary course of business, the Hospitals have entered into the following agreements:

Participation Agreement Between ACHC and the Hospitals

In conjunction with the formation of ACHC, the Hospitals have entered into a participation agreement with ACHC whereby the Hospitals, as an ACHC member, have agreed to participate in ACHC's agreements with Cerner Corporation (Cerner) and S&P Consultants, Inc. (S&P) and share in 80% of the costs of the services as defined in the Cerner and S&P agreements related to the implementation of an EHR system to provide services to the Hospitals and Speare Memorial Hospital. Speare Memorial Hospital has agreed to participate in 20% of those costs. The Cerner agreement has an initial term of seven years with successive 36-month terms, and the S&P agreement is a continuous agreement. The following schedule reflects the Hospitals' share of future minimum payments to ACHC under the Cerner agreement as of September 30, 2017:

2018	$ 2,312,010
2019	2,312,010
2020	2,472,010
2021	2,472,010
2022	1,854,007
	$11,422,047

Based on the terms of the participation agreement with ACHC, the costs being paid for by the Hospitals are being treated as deferred system development costs and are being expensed over the remaining term of the agreement over the estimated useful life of the assets. Deferred system development costs as of September 30, 2017 and 2016 were $24,570,899 and $18,547,209, respectively. Amounts expensed within purchased services and contracted physicians in the accompanying consolidated statements of operations under this agreement were $3,587,603 in 2017. No amounts were expensed in 2016.

In September 2017, ACHC terminated its agreement with S&P. In August 2017, ACHC entered into a three year agreement with Huntzinger Management Group, Inc. (Huntzinger). The Huntzinger agreement requires monthly payments of $118,000 through July 2020. The Hospitals' anticipated share of total costs under this new agreement is $3,398,400.

12. Commitments (Continued)

Purchased Services

The Hospitals contract for services with various specialty practice healthcare providers. The professional service agreements secure access to providers of obstetric, occupational health, surgical, emergency, integrated multi-specialty and other services for patients in the community. Contract terms vary but all provide for trial periods (which have lapsed) with cancellation clauses followed by longer term commitments with remaining terms ranging from one to three years. These agreements, prepared in accordance with Medicare anti-fraud and abuse laws, include employee lease arrangements, real and personal property leases and individual physician compensation agreements based upon nationally based medical procedure surveys. Consistent with the Hospitals' mission, the physician organizations agree to extend their services to patients without regard to the ability to personally pay and expand coverage areas to all communities served by the Hospitals. The contractual gross obligations, excluding benefits of such arrangements, are projected to be $26.5 million for the year ended September 30, 2017 and similar amounts for subsequent years.

Repurchase Contracts

Repurchase contracts on condominium units within the Laconia medical office building and High Street condominium units obligate the Hospitals to reacquire units which have previously been sold. At September 30, 2017, this commitment amounted to approximately $1.7 million.

13. Net Assets

The Board of Trustees designated a portion of the Hospitals' unrestricted net assets for the following purposes:

	September 30	
	2017	2016
To provide for charity care (Nighswander Fund)	$5,316,075	$5,316,075

Temporarily Restricted Net Assets

Donors contributed assets with the following restrictions. Once donor conditions are satisfied, funds may be disbursed for their specific use.

	September 30	
	2017	2016
Capital improvements	$2,451,111	$3,302,400
Other special purpose funds	1,209,922	817,566
Total temporarily restricted net assets	$3,661,033	$4,119,966

13. Net Assets (Continued)

In 2017 and 2016, the Hospitals released $725,650 and $52,944, respectively, from temporarily restricted net assets for operations and $851,289 and $132,364, respectively, from temporarily restricted net assets for capital improvements.

Permanently Restricted Net Assets

Permanently restricted net assets have been restricted by donors for the following purposes and are to be maintained by the Hospitals in perpetuity. Accordingly, only income and gains may be used for those purposes.

	September 30	
	2017	2016
Charity care	$1,294,034	$1,294,034
General Hospital use	750,699	750,699
Other purposes	155,004	155,004
Total permanently restricted net assets	$2,199,737	$2,199,737

There was no activity related to endowment funds within permanently restricted net assets in 2017 and 2016.

14. Contingencies

Medical Malpractice Claims

Prior to January 1, 2011, the Hospitals were insured against malpractice loss contingencies under claims-made insurance policies. A claims-made policy provides specific coverage for claims made during the policy period. Effective January 1, 2011, the Hospitals insure their medical malpractice risks through a multiprovider captive insurance company. Premiums paid are based upon actuarially determined amounts to adequately fund for expected losses. At September 30, 2017, there were no known malpractice claims outstanding for the Hospitals which, in the opinion of management, will be settled for amounts in excess of insurance coverage, nor were there any unasserted claims or incidents which required specific loss accruals, except as noted below. The captive retains and funds up to actuarial expected loss amounts, and obtains reinsurance at various attachment points for individual and aggregate claims in excess of funding in accordance with industry practices. The Hospitals' interest in the captive represents approximately 15% of the captive at September 30, 2017 and 2016, although control of the captive is equally shared by participating hospitals. The Hospitals have recorded their interest in the captive's equity, totaling approximately $1,456,000 at September 30, 2017 and $793,000 at September 30, 2016, in other assets on the accompanying consolidated statements of financial position. Changes in the Hospitals' interest are included in nonoperating gains (losses) on the accompanying consolidated statements of operations. The Hospitals have established reserves to cover professional liability exposures for incurred but unpaid or unreported claims. The possibility exists, as a normal risk of doing business, that malpractice claims in excess of insurance coverage may be asserted against the Hospitals.

14. Contingencies (Continued)

In accordance with ASU No. 2010-24, at September 30, 2017 and 2016, the Hospitals recorded a liability of approximately $2,620,000 and $2,232,000, respectively, related to estimated professional liability losses. At September 30, 2017 and 2016, the Hospitals also recorded a receivable of approximately $2,620,000 and $2,232,000, respectively, related to estimated recoveries under insurance coverage for recoveries of the potential losses. These amounts are included in workers' compensation and other liabilities, and other assets, respectively, on the consolidated statements of financial position.

New Hampshire Medical Malpractice Joint Underwriting Association Settlement

On August 12, 2011, pursuant to a legislative mandate, the New Hampshire Medical Malpractice Joint Underwriting Association (JUA) set aside $85 million of excess surplus funds for return to JUA policyholders. This amount was transferred to the policyholders' claims administrator on November 15, 2012. The JUA also segregated additional funds totaling $25 million pending resolution of certain JUA tax matters which was released in 2013. The entirety of these funds totaling $110 million had been the subject of a dispute between the JUA's policyholders and the state of New Hampshire (the State) with respect to the State's intent to transfer $110 million of JUA excess surplus to the State's general fund. This dispute resulted in a state of New Hampshire Supreme Court ruling in 2011 which held that the State's intended transfer would unconstitutionally impair JUA policyholders' contractual rights. In 2015, the New Hampshire legislature approved in the 2015 session both the ending of the JUA and taking no claim in the remaining assets after liquidation of liabilities. There was an estimate at the time of the legislation of $23 million in liability for the JUA. At December 31, 2014, the JUA had assets of greater than $117 million. Class action litigation was filed in December 2015 to recover the monies in a structure similar to the prior recovery and LRGHealthcare is again a lead plaintiff. Subsequently, net of a payment of $23,156,298 to MedPro on closing of an Assumption Agreement, the JUA's booked liabilities, the return of tail premium, and paid or accrued JUA expenses, the Insurance Commission of the State of New Hampshire (the Receiver) now has custody of liquid assets of the JUA constituting its remaining surplus funds in excess of $87 million. Further, the Receiver and the plaintiffs, through external counsel, negotiated a holdback or reserve of a portion of this surplus to secure or fund, if necessary, any theoretical liability on the Receiver's contractual liabilities, the JUA's one year covenants to MedPro under the Assumption Agreement expiring August 25, 2017 and/or the JUA's final tax returns. This holdback agreement, if approved by the court, permits the Receiver's immediate interpleader of $50 million for distribution to policyholders with the balance of funds to follow in subsequent transfers by the Receiver before the Receiver is finally discharged, in a manner similar to that accomplished in the prior class proceeding. Net of this holdback, therefore, the Receiver has liquid funds the Receiver is submitting forthwith by interpleader to the jurisdiction of this Receiver Court in the amount of $50 million.

15. Fair Value Measurements

Fair value of a financial instrument is defined as the price that would be received upon sale of an asset or paid upon transfer of a liability in an orderly transaction between market participants at the measurement date and in the principal or most advantageous market for that asset or liability. The fair value should be calculated based on assumptions that market participants would use in pricing the asset or liability, not on assumptions specific to the entity. In addition, the fair value of liabilities should include consideration of nonperformance risk including the Hospitals' own credit risk.

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

The FASB's codification establishes a fair value hierarchy for valuation inputs. The hierarchy prioritizes the inputs into three levels based on the extent to which inputs used in measuring fair value are observable in the market. Each fair value measurement is reported in one of the three levels which is determined by the lowest level input that is significant to the fair value measurement in its entirety. These levels are:

Level 1 – Valuations for assets and liabilities traded in active exchange markets, such as the New York Stock Exchange. Level 1 also includes U.S. Treasury and federal agency securities and federal agency mortgage-backed securities, which are traded by dealers or brokers in active markets. Valuations are obtained from readily available pricing sources for market transactions involving identical assets or liabilities.

Level 2 – Valuations for assets and liabilities traded in less active dealer or broker markets. Valuations are obtained from third party pricing services for identical or similar assets or liabilities.

Level 3 – Valuations for assets and liabilities that are derived from other valuation methodologies, including option pricing models, discounted cash flow models and similar techniques, and not based on market exchange, dealer or broker traded transactions. Level 3 valuations incorporate certain assumptions and projections in determining the fair value assigned to such assets or liabilities.

In determining the appropriate levels, the Hospitals perform a detailed analysis of their assets and liabilities. At each reporting period, all assets and liabilities for which the fair value measurement is based on significant unobservable inputs are classified as Level 3.

For the fiscal year ended September 30, 2017, the application of valuation techniques applied to similar assets and liabilities has been consistent with prior years.

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

	Level 1	Level 2	Level 3	Total
2017				
Long-term investments:				
Cash and cash equivalents	$ 238,575	$ –	$ –	$ 238,575
Marketable equity securities	1,961	–	–	1,961
	$ 240,536	$ –	$ –	$ 240,536
Assets whose use is limited:				
Cash and cash equivalents	$16,588,135	$ –	$ –	$16,588,135
Mutual funds	2,144,797	–	–	2,144,797
Other	88,236	–	–	88,236
	$18,821,168	$ –	$ –	$18,821,168

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

	Level 1	Level 2	Level 3	Total
2016				
Long-term investments:				
Cash and cash equivalents	$ 238,575	$ –	$ –	$ 238,575
Marketable equity securities	1,961	–	–	1,961
	$ 240,536	$ –	$ –	$ 240,536
Assets whose use is limited:				
Cash and cash equivalents	$16,723,592	$ –	$ –	$16,723,592
U.S. Treasury obligations	31,751	–	–	31,751
Mutual funds	2,364,555	–	–	2,364,555
Other	148,876	51,710	–	200,586
	$19,268,774	$51,710	$ –	$19,320,484

Investments, in general, are exposed to various risks, such as interest rate, credit and overall market volatility. As such, it is reasonably possible that changes in the fair value of investments will occur in the near term and that such changes could materially affect the amounts reported in the accompanying consolidated statements of financial position and statements of operations.

Other financial instruments consist of cash and cash equivalents, patient accounts receivable, other receivables, pledges receivable, accounts payable, estimated third-party payor settlements and long-term debt. The fair value of all financial instruments approximates their relative book values as these financial instruments have short-term maturities or are recorded at amounts that approximate fair value.

LRGHealthcare
2019 BOARD OF TRUSTEES

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Samuel Aldridge, MD, Vice President of the Medical Staff

Paul Racicot, MD, Past President of the Medical Staff

KEVIN W. DONOVAN, FACHE

Summary of Qualifications:

Proven, health care executive experienced working in environments demanding strong leadership, operations and relationship skills. Confident and poised in interactions with individuals at all levels.

Experience:

LRGHealthcare, Laconia, NH

President and Chief Executive Officer – 2016 to Present

- President and CEO for a $230 million net revenue, not-for-profit health system representing Lakes Region General Hospital (137 bed acute care hospital), Franklin Regional Hospital (35 bed critical access hospital) and over 20 affiliated medical practices and groups.

Mt. Ascutney Hospital and Health Center & Dartmouth-Hitchcock, Windsor, VT

President and Chief Executive Officer – 2010 to 2016

- President and CEO for a $55 million net revenue, health care organization with a 25 bed acute care hospital, 10 bed inpatient acute rehabilitation program, employed provider network, community grant foundation, 46 bed assisted living facility and 25 bed skilled nursing facility.

Elliot Health System, Manchester, NH

Senior Vice President, Clinical Operations – 2008 to 2010

- Served as a member of the senior leadership team of a $400 million net revenue health system with primary responsibility for management of ancillary, inpatient support, outpatient services, ambulatory care, physician/provider practice and regional operations of the health system.

Vice President, Physician Services – 2007 to 2008

- Responsible for ambulatory, physician/provider, and cancer center services of the health system managing areas of responsibility with budgets of $75 million, 400 support staff FTEs, and over 150 physician and provider FTEs.

Dartmouth-Hitchcock, Lebanon, NH

Director, Ambulatory Services – Children's Hospital at Dartmouth (CHaD) – 2002 to 2007

- Directed, managed and led the multi-specialty physician and provider practice of CHaD, including program growth and group practice operations.
- Effectively managed a budget of $17 million for the Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital and a $1 million budget for the Dartmouth Medical School.

Senior Practice Manager – Regional Systems Development Group – 2000 to 2002

Practice Manager – Neurosciences – 1999 to 2000

Affiliated Medical Groups, Quincy, MA and Duxbury, MA

Practice Administrator – 1997 to 1999

Northeast Health System, Inc., Beverly, MA

Practice Administrator – 1996 to 1997

Trustees of Health & Hospitals, Inc., Boston, MA

System Administrator – 1993 to 1994
Computer Support Specialist – 1992 to 1993

Education:

The George Washington University, Washington, DC

- Master of Health Services Administration, May 1997
- Completion of a one-year project oriented residency within Northeast Health System.

Syracuse University, Syracuse, NY

- Bachelor of Science, Information Studies, May 1992

References:

- References are available upon request.

MARGARET P. KERNS

SUMMARY of QUALIFICATIONS

Strong management experience with ability to connect with people both internally and externally. Skilled in process improvement and redesign through a strong systems approach to issue resolution. Knowledge of the healthcare market and core competencies allow for implementation of initiatives aligned with strategic direction.

CORE COMPETENCIES

Strategic Orientation	Results Positioning	Collaboration and Influence
Customer Impact	Change Governance	Team Leadership
Risk Management	People/Organizational Development	

PROFESSIONAL EXPERIENCE

LRGHealthcare, Laconia, NH (1992-Present)

- **Vice President, Clinical Services (8/2014-present)**
  Continued responsibility for Clinical Support Services as listed below, added the additional oversight for Emergency Service Providers, Hospitalist Service, Psychiatry, and the departments of Medical Imaging, Laboratory, Rehabilitation, and Cardiology.
- **Vice President, Clinical Support Services (4/2013-8/2014)**
  Responsible for the oversight, management, growth, and coordination of the departments of Quality and Patient Experience, Care Management, Infection Control and Prevention, Pharmacy, Hematology/Oncology, Clinical Nutrition, Food Service.
- **Director, Medical Safety/Pharmacy/Oncology (4/2012-4/2013)**
  In addition to those responsibilities listed below, added the additional oversight of the Hematology/Oncology Service.
- **Director, Medical Safety/Pharmacy (1/2002-4/2012)**
  Assumed the increased responsibility to co-direct all aspects of patient safety initiatives for LRGHealthcare including hospital and provider practice areas.
- **Director, Pharmacy Services (10/1995-1/2002)**
  Responsible for the strategic vision, growth, and management of two hospital pharmacies, four anticoagulation clinics, a retail pharmacy, oncology pharmacy satellite, and a pharmaceutical assistance program.
- **Staff Pharmacist. Lakes Region General Hospital, Laconia, NH (3/92-10/95)**

Thomas Jefferson· University Hospital, Philadelphia, Pa

- Pharmacist, Administration/Quality Improvement

EDUCATION/LICENSES/CERTIFICATIONS

University of Rhode Island, *Bachelor of Science:* Pharmacy
Registered Pharmacist
Certified Professional in Patient Safety

CURRICULUM VITAE

PAUL F. RACICOT, MD
October 2018

EDUCATION

6/77	**BA**, Bowdoin College, Brunswick, ME Phi Beta Kappa
6/82	**MD**, University of Massachusetts Medical School, Worcester, MA

POST GRADUATE TRAINING

1982 – 1983	**Internship - Internal Medicine**
1983 – 1985	**Residency - Internal Medicine** Berkshire Medical Center, Pittsfield, Massachusetts (a major teaching hospital of UMass Medical School)
1985	Recipient of "Outstanding Resident Teacher Award"

PRACTICE EXPERIENCE

1985 – 1986	**Emergency Room Physician** (Full Time) Hillcrest Hospital, Pittsfield, MA
1986 – 2006	**Director, Emergency Room Services** **Active Staff** with privileges in **Emergency Medicine** **Courtesy Staff** with privileges in **Internal Medicine** Franklin Regional Hospital, Franklin, NH
1986 – 1992	**Visiting Staff** with privileges in **Emergency Medicine** Lakes Region General Hospital, Laconia, NH
1989 – 1995	**Courtesy Staff** with privileges in **Emergency Medicine** Concord Hospital, Concord, NH Huggins Hospital, Wolfeboro, NH
1989 – Present	**Director, Employee/Occupational Health Department** Franklin Regional Hospital, Franklin, NH
1992 – 2006	**Chief, Emergency Services** **Active Staff** with privileges in **Emergency Medicine** Lakes Region General Hospital, Laconia, NH
1997 – 2014	**President, Central NH ER Associates** 174 Philbrook Road, Sanbornton, NH
2000, 2001, 2002	**NH Top ER Doc 2000, 2001, and 2002** *New Hampshire* magazine
2000 – Present	**Medical Director, Horizons Counseling Service** Village West, Gilford, NH 03249
2002 – 2015	**Chairman, Department of Medicine** LRGHealthcare, Laconia, NH
2006 – 2011	**Assistant Director ER Services** Lakes Region General Hospital

Franklin Regional Hospital

2009 – Present	**Clinical Coordinator, 3rd Year Medical Students** LRGHealthcare, Laconia, NH
2010 – Present	**Regional Clinical Dean UNE Medical School,** Biddeford, ME
2015 – 2017	**President of the Medical Staff of LRGHealthcare** Lakes Region General Hospital Franklin Regional Hospital
2017 – Present	**Past President of the Medical Staff of LRGHealthcare**
2015 – Present	**Medical Director Recovery Clinic, LRGHealthcare**
2018 – Present	**Medical Director The Doorway at LRGHealthcare**

CERTIFICATIONS

09/11/85	**American Board of Internal Medicine**
12/08/89	**American Board of Emergency Medicine**
12/98 – Present	**Certified Medical Review Officer**

TRUSTEE

1988 – 1994	**New Hampshire Hospital Association** 125 Airport Road, Concord, NH
1991 – 2002	**Franklin Regional Hospital** 15 Aiken Avenue, Franklin, NH
2009 – Present	**LRGHealthcare** 80 Highland Street, Laconia, NH

MEMBERSHIP

1986 – Present	**Member, New Hampshire Medical Society**
1995 – 1997	**Member, New Hampshire Board of Medicine**
1997 – Present	**Member, American College of ER Physicians**
2013 – Present	**Treasurer, New Hampshire Medical Society**

REFERENCES

Personal and professional references provided on request

Corey E. Gately

Education

Springfield College School for Human Services, Manchester, NH
Master's of Science in Human Services, concentration in Community Psychology
Graduated May 1995
GPA: 3.9

Keene State College, Keene, NH
Bachelor of Arts in Psychology and Sociology
Associate's in Chemical Dependency
Psychology Honor Society
Graduated May 1993

Experience

October 2018 – Present
LRGHealthcare Director of Substance Use Services

January 2018 – present
Plymouth State University
Teaching Lecturer

May 2015 – present
Lakes Region General Healthcare Recovery Clinic – Laconia, NH
Clinical Program Coordinator
Master's Licensed Alcohol and Drug Counselor
DOT Substance Abuse Professional

September 2012 – May 2015
Horizons Counseling Center, Gilford, NH
Intensive Outpatient Substance Abuse Counselor
Master's Licensed Alcohol and Drug Counselor
DOT Substance Abuse Professional

June 2001 - August 2012
Lakes Region General Healthcare, Laconia, NH
Intensive Outpatient Substance Abuse Counselor
Master's Licensed Alcohol and Drug Counselor
DOT Substance Abuse Professional

Current Activities

Franklin Mayor's Task Force
Gilford Together Committee Member
St. Baldrick's Committee Member
Gilford School District Parent Volunteer

NAADAC Member and NHADACA Member
2011 New Hampshire 40 under 40 Award
2012 NHADACA Counselor of the Year
2016 Leadership Lakes Region Participant

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Kevin W. Donovan	President and CEO	$425,000	0	0
Marge Kerns	VP Clinical Services	$210,000	0	0
Paul Racicot, MD	Medical Director	$247,000	10%	$24,700.00
Corey Gately	Director of Substance Use Services	$108,078.00	60%	$64,847.00

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

BUREAU OF DRUG AND ALCOHOL SERVICES

Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

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

October 17, 2018

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

REQUESTED ACTION

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

Vendor Name	Vendor ID	Vendor Address	Amount
Androscoggin Valley Hospital, Inc.	TBD	59 Page Hill Rd. Berlin, NH 03570	$1,559,611
Concord Hospital, Inc.	177653-B003	250 Pleasant St. Concord, NH, 03301	$1,845,257
Granite Pathways	228900-B001	10 Ferry St, Ste. 308, Concord, NH, 03301	$5,008,703
Littleton Regional Hospital	TBD	600 St. Johnsbury Road Littleton. NH 03561	$1,572,101
LRGHealthcare	TBD	80 Highland St. Laconia, NH 003246	$1,593,000
Mary Hitchcock Memorial Hospital	177651-B001	One Medical Center Drive Lebanon, NH 03756	$1,543,788
The Cheshire Medical Center	155405-B001	580 Court St. Keene, NH 03431	$1,593,611
Wentworth-Douglass Hospital	TBD	789 Central Ave. Dover, NH 03820	$1,890,416
		Total	**$16,606,487**

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

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

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

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

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

EXPLANATION

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

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

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

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

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

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

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

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

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

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

Area served: Statewide

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

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

Respectfully submitted,

Katja S. Fox
Director

Approved by:

Jeffrey A. Meyers
Commissioner

05-95-92-920510-7040 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV OF, BUREAU OF DRUG & ALCOHOL SERVICES, STATE OPIOID RESPONSE GRANT			
100% Federal Funds			
Activity Code: 92057040			
Androscoggin Valley Hospital, Inc			
Vendor # TBD			
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**
2019	Contracts for Prog Svs	102-500731	$ 805,133.00
2020	Contracts for Prog Svs	102-500731	$ 738,478.00
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			**$ 1,543,611.00**
Concord Hospital, Inc			
Vendor # 177653-B003			
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**
2019	Contracts for Prog Svs	102-500731	$ 947,662.00
2020	Contracts for Prog Svs	102-500731	$ 897,595.00
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			**$ 1,845,257.00**
Granite Pathways			
Vendor # 228900-B001			
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**
2019	Contracts for Prog Svs	102-500731	$ 2,380,444.00
2020	Contracts for Prog Svs	102-500731	$ 2,328,259.00
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			**$ 4,708,703.00**
Littleton Regional Hospital			
Vendor # TBD			
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**
2019	Contracts for Prog Svs	102-500731	$ 815,000.00
2020	Contracts for Prog Svs	102-500731	$ 741,101.00
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			**$ 1,556,101.00**
LRGHealthcare			
Vendor # TBD			
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**
2019	Contracts for Prog Svs	102-500731	$ 820,000.00
2020	Contracts for Prog Svs	102-500731	$ 773,000.00
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			**$ 1,593,000.00**

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

SUB TOTAL			**$ 16,274,487.00**

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

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

TOTAL	**$ 16,606,487.00**

Subject: Access and Delivery Hub for Opioid Use Disorder Services (SS-2019-BDAS-05-ACCES-06)

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name LRGHealthcare		1.4 Contractor Address 80 HIGHLAND ST, LACONIA, NH, 03246	
1.5 Contractor Phone Number (603) 524-3211	1.6 Account Number 05-95-92-7040-500731	1.7 Completion Date September 29, 2020	1.8 Price Limitation $1,593,000
1.9 Contracting Officer for State Agency Nathan D. White Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature Kevin W. Donovan		1.12 Name and Title of Contractor Signatory Kevin W. Donovan CEO	

1.13 Acknowledgement: State of NH, County of Belknap

On October 17, 2018, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

Holly A Hudon [Seal]

1.13.2 Name and Title of Notary or Justice of the Peace

Holly A. Hudon, Notary Public

1.14 State Agency Signature Date: 10/19/18	1.15 Name and Title of State Agency Signatory Katja S Fox, Director

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

By: Director, On:

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

By: Megan A. Yost - Attorney On: 10/19/18

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

By: On:

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

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

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

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

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

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

Contractor Initials KWD
Date 10/15/18

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

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

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

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

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

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

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

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

Contractor Initials KWD
Date 10/15/18

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials KWD
Date 10/15/18

Scope of Services

1. Provisions Applicable to All Services

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

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

1.3. For the purposes of this contract, the Contractor shall be identified as a subrecipient, in accordance with 2 CFR 200.0. *et seq.*

1.4. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after September 29, 2020, and the Department shall not be liable for any payments for services provided after September 29, 2020, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2020-2021 and SFY 2022-2023 biennia.

2. Scope of Work

2.1. The Contractor will develop, implement and operationalize a Regional Hub for substance use disorder treatment and recovery support service access (Hub).

2.2. The Contractor shall provide residents in the Laconia Region with access to referrals to substance use disorder treatment and recovery support services and other health and social services.

2.3. The Contractor shall participate in technical assistance, guidance, and oversight activities directed by the Department for implementation of Hub services.

2.4. The Contractor shall have the Hub operational by January 1, 2019 unless an alternative timeline has been approved prior to that date by the Department.

2.5. The Contractor shall collaborate with the Department to develop a plan no later than July 1, 2019 for the resources, timeline and infrastructure requirements to develop and maintain a centralized referral database of substance use disorder and mental health treatment providers.

2.5.1. The database shall include the real-time availability of services and providers to ensure rapid placement into appropriate levels of care for Hub clients which the Hub will update daily, at a minimum.

2.5.2. The data and the centralized database shall be the property of the Department.

2.6. The Contractor shall operationalize the use of the centralized database at a date agreed upon between the Department and the Contractor based on securing the resource needs identified in 2.5.

2.7. The Contractor shall collaborate with the Department to assess the Contractor's level of readiness, capacity and additional resource needs required to expand Hub services in-house to include, but not be limited to:

2.7.1.1. Medication assisted treatment induction at emergency rooms and facilitated coordination with ongoing hub care coordination inclusive of the core principles of the Medication First Model.

2.7.1.2. Outpatient and inpatient substance use disorder services, in accordance with ASAM.

2.7.1.3. Coordinating overnight placement for Hub clients engaged in Hub services between the hours of 5 pm to 8 am in need of a safe location while awaiting treatment placement the following business day.

2.7.1.4. Expanding populations for Hub core services.

2.8. The Contractor shall collaborate with the Department to identify gaps in financial and staffing resources throughout the contract period.

2.9. The Contractor, either alone or in collaboration with other Hubs, shall ensure formalized coordination with 2-1-1 NH as the public facing telephone service for all Hub service access. This coordination shall include:

2.9.1. Establishing an MOU with 2-1-1 NH which defines the workflows to coordinate 2-1-1 NH calls and Hub activities including the following workflow:

2.9.1.1. Individuals seeking substance use disorder treatment services will call 2-1-1 NH;

2.9.1.2. If an individual is seeking information only, 2-1-1 NH staff will provide that information;

2.9.1.3. If an individual is in an SUD related crisis and wants to speak with a licensed counselor and/or is seeking assistance with accessing treatment services, 2-1-1 NH staff will transfer the caller to the Hub or on-call Hub clinician.

2.9.2. The MOU with 2-1-1 NH shall include a process for bi-directional information sharing of updated referral resource databases to ensure that each entity has recently updated referral information.

2.10. The Contractor shall establish formalized agreements for coordination of services and case management services provided by Integrated Delivery Networks (IDNs) to reduce duplication of services and leverage existing integrated care projects in their region.

2.11. The Contractor with the assistance of the Department shall attempt to establish formalized agreements with:

2.11.1. Medicaid Managed Care Organizations to coordinate case management efforts on behalf of the client.

2.11.2. Private insurance carriers to coordinate case management efforts on behalf of the client.

2.12. The Contractor shall be required to create policies for obtaining patient consent to disclose protected health information as required by state administrative rules and federal and state laws for agreements reached with Managed Care Organizations and private insurance carriers as outlined in Subsection 2.11.

2.13. The Contractor shall develop a Department approved conflict of interest policy related to Hub services and self-referrals to Hub organization substance use disorder treatment and recovery support service programs funded outside of this contract that maintains the integrity of the referral process and client choice in determining placement in care.

3. Scope of Work for Hub Activities

3.1. The Contractor shall ensure that unless an alternative schedule for the Hub to meet the needs of the community is proposed and approved by the Department, the Hub provides, in one location, during normal business hours (8am-5pm) Monday through Friday, at a minimum:

3.1.1. A physical location for clients to receive face-to-face services.

3.1.2. Telephonic services for calls referred to the Hub by 2-1-1 NH.

3.1.3. Screening to assess an individual's potential need for Hub services.

3.1.4. Crisis intervention and stabilization which ensures that individuals in an acute OUD related crisis that require immediate, non-emergency intervention are provided with crisis intervention counseling services by a licensed clinician. If the client is calling rather than physically presenting at the Hub, this includes, but is not limited to:

3.1.4.1. Directing callers to 911 if a client is in imminent danger or there is an emergency.

3.1.4.2. If the client is unable or unwilling to call 911, the Hub shall contact emergency services.

3.1.5. Clinical evaluation including:

3.1.5.1. Evaluation of all American Society of Addiction Medicine Criteria (ASAM, October 2013), domains.

3.1.5.2. A level of care recommendation based on ASAM Criteria (October 2013).

3.1.5.3. Identification of client strengths and resources that can be used to support treatment and recovery.

3.1.6. Development of a clinical service plan in collaboration with the client based on the clinical evaluation referenced in Paragraph 3.1.5. The service plan shall include, but not be limited to:

3.1.6.1. Determination of an initial ASAM level of care.

3.1.6.2. Identification of any needs the client may have relative to supportive services including, but not limited to:

3.1.6.2.1. Physical health needs.

3.1.6.2.2. Mental health needs.

3.1.6.2.3. Need for peer recovery support services.

3.1.6.2.4. Social services needs.

3.1.6.2.5. Needs regarding criminal justice/Division for Children, Youth, and Families (DCYF) matters.

3.1.6.3. Plan for addressing all areas of need identified in Subparagraph 3.1.6.2 by determining goals that are patient-centered, specific, measurable, attainable, realistic, and timely (SMART goals).

3.1.6.4. When the level of care identified in 3.1.6.1 is not available to the client within 48 hours of service plan development, the service plan shall include plans for referrals to external providers to offer interim services, which are defined as:

3.1.6.4.1. At least one sixty (60) minute individual or group outpatient session per week and/or;

3.1.6.4.2. Recovery support services, as needed by the client; and/or

3.1.6.4.3. Daily calls to the client to assess and respond to any emergent needs.

3.1.7. A staff person, which can be the licensed clinician, CRSW outlined in the Staffing section, or other non-clinical support staff, capable of aiding specialty populations in accessing services that may have additional entry points to services or specific eligibility criteria. Specialty populations include, but are not limited to:

3.1.7.1. Veterans and/or service members.

3.1.7.2. Pregnant women.

3.1.7.3. DCYF involved families.

3.1.7.4. Individuals at-risk of or with HIV/AIDS.

3.1.7.5. Adolescents.

3.1.8. Facilitated referrals to substance use disorder treatment and recovery support and other health and social services which shall include, but not be limited to:

3.1.8.1. Developing and implementing adequate consent policies and procedures for client-level data sharing and shared care planning with external providers, in accordance with HIPAA and 42 CFR Part 2.

3.1.8.2. Determining referrals based on the service plan developed in Paragraph 3.1.6.

3.1.8.3. Assisting clients with obtaining services with the provider agency, as appropriate.

3.1.8.4. Contacting the provider agency on behalf of the client, as appropriate.

3.1.8.5. Assisting clients with meeting the financial requirements for accessing services including, but not limited to:

3.1.8.5.1. Identifying sources of financial assistance for accessing services and supports, and;

3.1.8.5.2. Providing assistance in accessing such financial assistance including, but not limited to:

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

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

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

3.1.8.5.3. When no other payer is available, assisting clients with accessing services by maintaining a flexible needs fund specific to the Hub region that supports clients who meet the eligibility criteria for assistance under the NH DHHS SOR Flexible Needs Fund Policy with their financial needs including, but not limited to:

3.1.8.5.3.1. Co-pay and deductible assistance for medications and treatment services.

3.1.8.5.3.2. Treatment cost assistance to be provided when the needed service is not covered by the individual's public or private insurance.

3.1.8.5.3.3. Recovery housing vouchers.

3.1.8.5.3.4. Childcare.

3.1.8.5.3.5. Transportation.

3.1.8.5.3.6. Recreational and alternative therapies supported by evidence (for example, acupuncture).

3.1.8.5.4. Collaborating with the Department on defining the amount available and determining the process for flexible needs fund eligibility determination and notifying service providers of funds available in their region for clients to access.

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

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

3.1.9.2. Supporting clients in meeting the admission, entrance, and intake requirements of the provider agency.

3.1.9.3. Ongoing follow-up and support of clients engaged in services in collaboration or consultation with the client's external service provider(s) until such time that the discharge Government Performance and Results Act (GPRA) interview in 3.1.9.6.4 is completed including, but not limited to:

3.1.9.3.1. Attempting to contact each client at a minimum, once per week until such time that the discharge GPRA interview in Section 3.1.9.4 has been completed, according to the following guidelines:

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

3.1.9.3.1.2. If the attempt in 3.1.9.3.1.1 is not successful, attempt a second contact, as necessary, by telephone, in person or by an alternative method approved by the Department at such a time when the client would normally be available no sooner than two (2) days and no later than three (3) days after the first attempt.

3.1.9.3.1.3. If the attempt in 3.1.9.3.1.2 is not successful, attempt a third contact, as necessary, by telephone, in person or by an alternative method approved by the Department at such a time when the client would normally be available, no sooner than two (2) days and no later than three (3) days after the second attempt.

3.1.9.4. When the follow-up in 3.1.9.3 results in a determination that the individual is at risk of self-harm, the minimum attempts for contact shall be no less than three (3) times each week and aligned with clinical best practices for prevention of suicide.

3.1.9.5. When possible, client contact and outreach shall be conducted in coordination and consultation with the client's external service provider to ensure continuous communication and collaboration between the Hub and service provider.

3.1.9.5.1. Each successful contact shall include, but not be limited to:

3.1.9.5.1.1. Inquiry on the status of each client's recovery and experience with their external service provider.

3.1.9.5.1.2. Identification of client needs.

3.1.9.5.1.3. Assisting the client with addressing needs, as identified in Subparagraph 3.1.6.2.

3.1.9.5.1.4. Providing early intervention to clients who have relapsed or whose recovery is at risk.

3.1.9.6. Collecting and documenting attempts to collect client-level data at multiple intervals including, but not limited to ensuring the GPRA Interview tool is completed and entered into the Substance Abuse and Mental Health Services Administration's (SAMHSA's) Performance Accountability and Reporting System (SPARS), at a minimum:

3.1.9.6.1. At intake or within three (3) days following initial client contact.

3.1.9.6.2. Three (3) months post intake into Hub services.

3.1.9.6.3. Six (6) months post intake into Hub services.

3.1.9.6.4. Upon discharge from the initially referred service.

3.1.9.6.4.1. If the client is discharged from services before the time intervals in 3.1.9.6.2 or 3.1.9.6.3 the Hub must make every reasonable effort to conduct a follow-up GPRA for that client.

3.1.9.6.4.2. If a client is re-admitted into services after discharge or being lost to care, the Hub is not required to re-administer the intake GPRA but must complete a follow-up GPRA for the time interval in 3.1.9.6.2 and 3.1.9.6.3 closest to the intake GPRA

3.1.9.7. Documenting any loss of contact in the SPARS system using the appropriate process and protocols as defined by SAMHSA through technical assistance provided under the State Opioid Response grant.

3.1.9.8. Ensuring that contingency management strategies are utilized to increase client engagement in follow-up GPRA interviews which may include, but are not limited to gift cards provided to clients for follow-up participation at each follow-up interview which shall not exceed thirty dollars ($30) in value.

3.1.9.8.1. Payments to incentivize participation in treatment are not allowable.

3.1.10. Naloxone purchase, distribution, information, and training to individuals and organizations who meet the eligibility criteria for receiving kits under the NH DHHS Naloxone Distribution Policy regarding the use of naloxone.

3.2. The Contractor shall ensure that, at a minimum, after-hours (5pm to 8am), on-call, telephonic services are provided by a licensed clinician affiliated with one or more of the Hubs, seven (7) days a week and that the clinician has the ability to coordinate continued client care with the Hub in the individual's region.

3.2.1. On-call staffing by licensed clinicians shall be sufficient to meet the call volumes during the hours outlined in Subsection 3.2 to ensure that clients are not on hold or receiving busy signals when transferred from 2-1-1 NH.

3.2.2. The Contractor shall give preference to licensed clinicians with the ability to assess for co-occurring mental health needs.

3.2.3. Telephonic services to be provided include, at a minimum:

3.2.3.1. Crisis intervention and stabilization which ensures that individuals in an acute OUD related crisis that require immediate, non-emergency intervention are provided with crisis counseling services by a licensed clinician.

3.2.3.2. Directing callers to 911 if a client is in imminent danger or there is an emergency.

3.2.3.2.1. If the client is unable or unwilling to call 911, contacting emergency services on behalf of the client.

3.2.3.3. Screening.

3.2.3.4. Coordinating with shelters or emergency services, as needed.

3.2.3.5. Providing clinical evaluation telephonically, if appropriate, based on the callers mental state and health status.

3.2.3.6. Scheduling the client for face-to-face intake at the client's Hub for an evaluation and referral services, if determined necessary.

3.2.3.7. Ensuring a Continuity of Operations Plan for landline outage.

3.3. The Contractor shall obtain treatment consent forms from all clients served, either in-person or through electronic means, to ensure compliance with all applicable state and federal confidentiality laws.

3.4. The Contractor shall provide services for both day and overnight shifts in accordance with:

3.4.1. The twelve (12) Core Functions of the Alcohol and Other Drug Counselor.

3.4.2. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice, available at http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171.

3.4.3. The four (4) recovery domains as described by the International Credentialing and Reciprocity Consortium, available at http://www.internationalcredentialing.org/Resources/Candidate%20Guides/PR%20candidate%20guide%201-14.pdf.

3.4.4. TIP 27: Comprehensive Case Management for Substance Abuse Treatment, available at https://store.samhsa.gov/product/TIP-27-Comprehensive-Case-Management-for-Substance-Abuse-Treatment/SMA15-4215.

3.5. The Contractor shall utilize recent and inform any future developments of a comprehensive needs assessment of their region. The needs assessment shall be coordinated with existing regional partners including, but not limited to:

3.5.1. Regional Public Health Networks

3.5.2. Integrated Delivery Networks

3.5.3. Continuum of Care Facilitators

3.6. The Contractor shall inform the inclusion of regional goals into the future development of needs assessments in Subsection 3.5 that the Contractor and its partners in the region have over the contract period including, but not limited to reductions in:

3.6.1.1. Naloxone use.

3.6.1.2. Emergency Room use.

3.6.1.3. Overdose related fatalities.

3.7. The Contractor shall have policies and procedures that allow them to accept referrals and evaluations from SUD treatment and other service providers.

4. Subcontracting for Hubs

4.1. The Hub shall submit any and all subcontracts they propose to enter into for services provided through this contract to the Department for approval prior to execution.

4.2. The Hub may subcontract with prior approval of the Department for support and assistance in providing core Hub services; except that such core services shall not be subcontracted providers whose principal operations are to serve individuals with a specific diagnosis of substance use disorders. .

4.2.1. Core Hub services are defined, for purposes of this contract, as screening, assessment, evaluation, referral, continuous case management, GPRA data completion, and naloxone distribution.

4.2.2. The Hub shall at all times be responsible for continuous oversight of, and compliance with, all Core Hub services and shall be the single point of contact with the Department for those Core services.

4.2.3. Any subcontract for support and assistance in providing Core Hub services shall ensure that the patient experience is consistent across the continuum of Core Hub services and that the subcontracted entities and personnel are at all times acting, in name and in fact, as agents of the Hub. The Hub shall consolidate Core Hub services, to the greatest extent practicable, in a single location.

5. Staffing

5.1. The Contractor shall meet, at a minimum, the following staffing requirements:

5.1.1. Between 8am-5pm, 5 days/week, Monday through Friday:

5.1.1.1. At least one (1) clinician with the ability to provide clinical evaluations for ASAM level of care placement, in-person or telephonically;

5.1.1.2. At least one (1) Recovery support worker (CRSW);

5.1.1.2.1. The CRSW shall be able to fulfill recovery support and care coordination functions

5.1.1.3. A staff person, which can be a licensed clinician, CRSW, or other non-clinical support staff capable of aiding specialty populations as outlined in Paragraph 3.1.7.

5.1.2. Sufficient staffing levels that are appropriate for the services provided and the number of clients served based on available staffing and the budget established for the Hub.

5.1.3. All unlicensed staff providing treatment, education and/or recovery support services shall be under the direct supervision of a licensed supervisor.

5.1.4. No licensed supervisor shall supervise more than twelve (12) unlicensed staff unless the Department has approved an alternative supervision plan.

5.1.5. Peer clinical supervision is provided for all clinicians including, but not limited to:

5.1.5.1. Weekly discussion of cases with suggestions for resources or alternative approaches.

5.1.5.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision.

5.2. The Contractor must ensure sufficient licensed clinician telephone coverage, at a minimum, between the hours of 5 pm and 8 am, 7 days/week, who have the ability to provide services as outlined in Subsection 3.2. This may be provided either by the Contractor alone or in collaboration with other Hubs.

5.3. The Contractor must meet the training requirements for staff which include, but are not limited to:

5.3.1.1. For all clinical staff:

5.3.1.1.1. Suicide prevention and early warning signs.

5.3.1.1.2. The 12 Core Functions of the Alcohol and Other Drug Counselor.

5.3.1.1.3. The standards of practice and ethical conduct, with particular emphasis given to the individual's role and appropriate responsibilities, professional boundaries, and power dynamics.

5.3.1.1.4. An approved course on the twelve (12) core functions and The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice within twelve (12) months of hire.

5.3.1.1.5. A Department approved ethics course within twelve (12) months of hire.

5.3.1.2. For recovery support staff and other non-clinical staff working directly with clients:

5.3.1.2.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee.

5.3.1.2.2. The standards of practice and ethical conduct, with particular emphasis given to the individual's role and appropriate responsibilities, professional boundaries, and power dynamics, and confidentiality safeguards in accordance with HIPAA and 42 CFR Part 2, and state rules and laws.

5.3.1.2.3. The four (4) recovery domains as described by the International Credentialing and Reciprocity Consortium, available at http://www.internationalcredentialing.org/Resources/Candidate%20Guides/PR%20candidate%20guide%201-14.pdf.

5.3.1.2.4. An approved ethics course within twelve (12) months of hire.

5.3.1.3. Required trainings in Subsection 5.3 may be satisfied through existing licensure requirements and/or through Department approved alternative training curriculums and/or certifications.

5.3.1.4. Ensuring all recovery support staff and clinical staff receive continuous education regarding substance use disorders, at a minimum annually.

5.3.1.5. Providing in-service training to all staff involved in client care within fifteen (15) days of the contract effective date or the staff person's start date on the following:

5.3.1.5.1. The contract requirements.

5.3.1.5.2. All other relevant policies and procedures provided by the Department.

5.3.1.6. The Contractor shall provide its staff, subcontractors, or end users as defined in Exhibit K, with periodic training in practices and procedures to ensure compliance with information security, privacy or confidentiality in accordance with state administrative rules and state and federal laws.

5.4. The Contractor shall notify the Department in writing:

5.4.1. When a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program, within one (1) month of hire.

5.4.2. When there is not sufficient staffing to perform all required services for more than one (1) month, within fourteen (14) calendar days.

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

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

6. Reporting

6.1. The Contractor shall submit quarterly de-identified, aggregate client reports to the Department on each client served, as required by SAMHSA. The data shall include:

6.1.1. Diagnoses.

6.1.2. Demographic characteristics.

6.1.3. Substance use.

6.1.4. Services received and referrals made, by provider organization name.

6.1.5. Types of MAT received.

6.1.6. Length of stay in treatment.

6.1.7. Employment status.

6.1.8. Criminal justice involvement.

6.1.9. Housing.

6.1.10. Flexible needs funds used and for what purpose.

6.1.11. Numbers of naloxone kits distributed and by category, including but not limited to client, organization, family member, etc.

6.2. The Contractor shall report quarterly on federally required data points specific to this funding opportunity as identified by SAMHSA over the grant period.

7. Performance Measures

7.1. The Contractor shall attempt to complete a GPRA interview for 100% of Hub clients at intake or within three (3) days following initial client contact, at (3) months post intake, at six (6) months post intake, and upon discharge from Hub referred services.

7.2. In accordance with SAMHSA State Opioid Response grant requirements, the Contractor shall ensure that the GPRA interview follow-up rate at (3) months and six (6) months post intake for Hub clients is no less than 80%.

8. Deliverables

8.1. The Contractor shall have the Hub in the Laconia Region operational by January 1, 2019 unless an alternative timeline has been submitted to and approved by the Department.

8.2. The Contractor shall collaborate with the Department to develop a report by July 1, 2019 to determine the Contractor's level of readiness, capacity and resource needs required to expand services in-house as outlined in Subsection 2.7.

8.3. The Contractor shall collaborate with the Department on development of a plan no later than July 1, 2019 for the resources, timeline and infrastructure requirements to develop and maintain a centralized referral database of substance use disorder and mental health treatment providers as outlined in Subsection 2.5.

9. State Opioid Response (SOR) Grant Standards

9.1. The Contractor and/or referred providers shall ensure that only FDA-approved MAT for Opioid Use Disorder (OUD) is utilized. FDA-approved MAT for OUD includes:

9.1.1. Methadone.

9.1.2. Buprenorphine products, including:

9.1.2.1. Single-entity buprenorphine products.

9.1.2.2. Buprenorphine/naloxone tablets,

9.1.2.3. Buprenorphine/naloxone films.

9.1.2.4. Buprenorphine/naloxone buccal preparations.

9.1.2.5. Long-acting injectable buprenorphine products.

9.1.2.6. Buprenorphine implants.

9.1.2.7. Injectable extended-release naltrexone.

9.2. The Contractor and/or referred providers shall only provide medical withdrawal management services to any individual supported by SOR Grant Funds if the withdrawal management service is accompanied by the use of injectable extended-release naltrexone, as clinically appropriate.

9.3. The Contractor and/or referred providers shall ensure that clients receiving financial aid for recovery housing utilizing SOR funds shall only be in a recovery housing facility that is aligned with the National Alliance for Recovery Residences standards

and registered with the State of New Hampshire, Bureau of Drug and Alcohol Services in accordance with current NH Administrative Rules.

9.4. The Contractor and/or referred providers shall assist clients with enrolling in public or private health insurance, if the client is determined eligible for such coverage.

9.5. The Contractor and/or referred providers shall accept clients on MAT and facilitate access to MAT on-site or through referral for all clients supported with SOR Grant funds, as clinically appropriate.

9.6. The Contractor and/or referred providers shall coordinate with the NH Ryan White HIV/AIDs program for clients identified as at risk of or with HIV/AIDS.

9.7. The Contractor and/or referred providers shall ensure that all clients are regularly screened for tobacco use, treatment needs and referral to the QuitLine as part of treatment planning.

Methods and Conditions Precedent to Payment

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

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

3. This contract is funded with funds from the Substance Abuse and Mental Health Services Administration CFDA #93.788, Federal Award Identification Number (FAIN) H79TI081685.

4. The Contractor shall keep detailed records of their activities related to Department funded programs and services.

5. The Contractor shall ensure that a minimum amount of funds determined by the Department for each State Fiscal Year is set aside for the purpose of naloxone purchase and distribution.

6. The Contractor shall include in their budget a line-item for a flexible needs fund in an amount no less than $50,000 of the budget per State Fiscal Year, to provide financial assistance to clients for services not otherwise covered through another payer source.

7. The Contractor shall not use funds to pay for bricks and mortar expenses.

8. The Contractor shall include in their budget, at their discretion the following:

   8.1. Funds to meet staffing requirements of the contract

   8.2. Funds to provide clinical and recovery support services in the contract that are not otherwise reimbursable by public or private insurance or through other Federal and State contracts

   8.3. Funds to meet the GPRA and reporting requirements of the contract

   8.4. Funds to meet staff training requirements of the contract

9. Funds remaining after satisfaction of 5 and 6 above may be used by the Contractor to support the scope of work outlined in Exhibit A.

10. Payment for said services shall be made monthly as follows:

    10.1. Payment for start-up costs in State Fiscal Year 19 not to exceed $500,000 shall be allowable for costs associated with staffing and infrastructure needs required to meet the January 1, 2019 service effective date.

    10.2. Payment beyond start-up costs shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this agreement, and shall be in accordance with the approved line item.

    10.3. The Contractor shall submit an invoice in a form satisfactory to the State by the twentieth (20th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The invoice must be completed, signed, dated and returned to the Department in order to initiate

payment. The Contractor agrees to keep detailed records of their activities related to Department-funded programs and services.

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

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

10.6. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to: Abby.Shockley@dhhs.nh.gov.

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

10.8. Notwithstanding paragraph 18 of the Form P-37, General Provisions, an amendment limited to transfer the funds within the budget and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

11. The Contractor shall provide a final budget for State Fiscal Year 2021 no later than March 31, 2020 for Department approval, which shall be submitted for Governor and Executive Council approval no later than June 30, 2020.

New Hampshire Department of Health and Human Services

Contractor: LRGHealthcare

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

Budget Period: SFY 19 (G&C Approval - 6/30/2019)

Line Item	Total Program Cost			Contractor Share / Match			Funded
	Direct	Indirect	Total	Direct	Indirect	Total	Direct
1. Total Salary/Wages	$ 121,667.00	$ 69,333.00	$ 191,000.00	$ -	$ 6,000.00	$ 6,000.00	$ 121,667.00
2. Employee Benefits	$ 34,200.00	$ 18,720.00	$ 52,920.00	$ -	$ 1,620.00	$ 1,620.00	$ 34,200.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ 2,000.00	$ -	$ 2,000.00	$ -	$ -	$ -	$ 2,000.00
Purchase/Depreciation	$ 25,000.00	$ -	$ 25,000.00	$ -	$ -	$ -	$ 25,000.00
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ 12,500.00	$ -	$ 12,500.00	$ -	$ -	$ -	$ 12,500.00
6. Travel	$ 8,000.00	$ -	$ 8,000.00	$ -	$ -	$ -	$ 8,000.00
7. Occupancy	$ 35,200.00	$ 4,000.00	$ 39,200.00	$ -	$ 4,000.00	$ 4,000.00	$ 35,200.00
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ 250.00	$ 250.00	$ -	$ 250.00	$ 250.00	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ 3,000.00	$ -	$ 3,000.00	$ 3,000.00	$ -	$ 3,000.00	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ 40,000.00	$ -	$ 40,000.00	$ -	$ -	$ -	$ 40,000.00
10. Marketing/Communications	$ 15,000.00	$ -	$ 15,000.00	$ -	$ -	$ -	$ 15,000.00
11. Staff Education and Training	$ 12,000.00	$ -	$ 12,000.00	$ -	$ -	$ -	$ 12,000.00
12. Subcontracts/Agreements	$ 331,000.00	$ -	$ 331,000.00	$ -	$ -	$ -	$ 331,000.00
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Flex Funds	$ 50,000.00	$ -	$ 50,000.00	$ -	$ -	$ -	$ 50,000.00
Respite Beds	$ 8,000.00	$ -	$ 8,000.00	$ -	$ -	$ -	$ 8,000.00
Naloxone Set-aside	$ 45,000.00	$ -	$ 45,000.00	$ -	$ -	$ -	$ 45,000.00
TOTAL	$ 742,567.00	$ 92,303.00	$ 834,870.00	$ 3,000.00	$ 11,870.00	$ 14,870.00	$ 739,567.00
Indirect As A Percent of Direct		12.4%					

New Hampshire Department of Health and Human Services

Contractor Name: LRGHealthcare

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

Budget Period: SFY 20 (7/1/2019-6/30/2020)

Line Item	Total Program Cost			Contractor Share/Match			Funded
	Direct	Indirect	Total	Direct	Indirect	Total	Direct
1. Total Salary/Wages	$ 184,000.00	$ 4,000.00	$ 188,000.00	$ -	$ 4,000.00	$ 4,000.00	$ 184,000.00
2. Employee Benefits	$ 41,300.00	$ 1,215.00	$ 42,515.00	$ -	$ 1,215.00	$ 1,215.00	$ 41,300.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ 1,200.00	$ -	$ 1,200.00	$ -	$ -	$ -	$ 1,200.00
Purchase/Depreciation	$ 3,000.00	$ -	$ 3,000.00	$ -	$ -	$ -	$ 3,000.00
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ 4,000.00	$ -	$ 4,000.00	$ -	$ -	$ -	$ 4,000.00
6. Travel	$ 8,000.00	$ -	$ 8,000.00	$ -	$ -	$ -	$ 8,000.00
7. Occupancy	$ 50,500.00	$ 5,050.00	$ 55,550.00	$ -	$ 5,050.00	$ 5,050.00	$ 50,500.00
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ 250.00	$ 250.00	$ -	$ 250.00	$ 250.00	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ 3,000.00	$ -	$ 3,000.00	$ 3,000.00	$ -	$ 3,000.00	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ 13,000.00	$ -	$ 13,000.00	$ -	$ -	$ -	$ 13,000.00
10. Marketing/Communications	$ 5,000.00	$ -	$ 5,000.00	$ -	$ -	$ -	$ 5,000.00
11. Staff Education and Training	$ 5,000.00	$ -	$ 5,000.00	$ -	$ -	$ -	$ 5,000.00
12. Subcontracts/Agreements	$ 310,000.00	$ -	$ 310,000.00	$ -	$ -	$ -	$ 310,000.00
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Flex Funds	$ 50,000.00	$ -	$ 50,000.00	$ -	$ -	$ -	$ 50,000.00
Respite Beds	$ 8,000.00	$ -	$ 8,000.00	$ -	$ -	$ -	$ 8,000.00
Naloxone Set-aside	$ 90,000.00	$ -	$ 90,000.00	$ -	$ -	$ -	$ 90,000.00
TOTAL	$ 776,000.00	$ 10,515.00	$ 786,515.00	$ 3,000.00	$ 10,515.00	$ 13,515.00	$ 773,000.00
Indirect As A Percent of Direct		1.4%					

SPECIAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

REVISIONS TO STANDARD CONTRACT LANGUAGE

1. **Revisions to Form P-37, General Provisions**

1.1. Section 4, 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.

1.2. Section 10, 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.

2. Revisions to Standard Exhibits

2.1 Exhibit C, Special Provisions, Paragraph 10, Confidentiality of Records, is deleted and is replaced as follows:

The Contractor is a covered entity as defined under the Health Insurance Portability and Accountability Act (HIPAA), 45 CFR 160, 162 and 164, and shall comply with all confidentiality requirements and safeguards set forth in state and federal law and rules. The Contractor is also a substance use disorder provider as defined under 42 CFR Part 2 and shall safeguard confidential information as required. The Contractor shall ensure compliance with all consent and notice requirements prohibiting the redisclosure of confidential information in accordance with 42 CFR Part 2.

All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the disclosure of any protected health information shall be in accordance with the regulatory provisions of HIPAA, 42 CFR Part 2, and applicable state and federal laws and rules. Further, the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, their attorney or guardian. Notwithstanding anything to the contrary contained herein, the covenants and conditions contained in this Paragraph 10 of Exhibit C shall survive the termination of the Contract for any reason whatsoever.

3. Renewal

3.1. The Department reserves the right to extend this Agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, written agreement of the parties and approval of the Governor and Executive Council.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
  1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

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

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

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

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

Contractor Name:

10/15/18
Date

Name:
Title: Kevin W. Donovan
CEO

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

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

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

Contractor Name:

10/15/18
Date

Name: Kevin W. Donovan
Title: CEO

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

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

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

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

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

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

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

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

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

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

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

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

PRIMARY COVERED TRANSACTIONS

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

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

LOWER TIER COVERED TRANSACTIONS

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

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

Contractor Name:

10/15/18
Date

Name: Kevin W. Donovan
Title: CEO

Contractor Initials KWD
Date 10/15/18

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10/15/18
Date

Contractor Name:
Kevin W. Dowdown

Name: Kevin W. Dowdown
Title: CEO

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

10/15/18
Date

Name: Kevin W. Dowd
Title: CEO

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

Pursuant to Exhibit C-1 of this Agreement, Exhibit I is not applicable.

Remainder of page intentionally left blank.

Contractor Initials KWD

Date 10/15/18

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

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

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

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

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

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

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

Contractor Name:

10/15/18
Date

Name: KEVIN W. DONOVAN
Title: CEO

FORM A

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

1. The DUNS number for your entity is: 073968455

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

   _____NO ___✓___YES

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

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

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

   _____NO ___✓___YES

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

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

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

   Name:_____ Amount: _____

   Name:_____ Amount: _____

   Name:_____ Amount: _____

   Name:_____ Amount: _____

   Name:_____ Amount: _____

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information," "Confidential Data," or "Data" (as defined in Exhibit K), means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates a security policy, which includes successful attempts) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or

storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic documents or mail.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information

except as required or permitted under this Contract or required by law. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.
3. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If Contractor is transmitting DHHS Data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. Contractor may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS Data.
3. Encrypted Email. Contractor may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If Contractor is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. Contractor may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. Contractor may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If Contractor is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. Contractor may not transmit Confidential Data via an open wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If Contractor is employing remote communication to access or transmit Confidential Data, a secure method of transmission or remote access; which complies with the terms and conditions of Exhibit K, must be used.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If Contractor is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If Contractor is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain DHHS Data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have thirty (30) days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or, if it is infeasible to return or destroy DHHS Data, protections are extended to such information, in accordance with the termination provisions in this Section. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems accessed or utilized for purposes of carrying out this contract.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting DHHS Confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have

currently-supported and hardened operating systems, current, updated, and maintained anti-malware (e.g. anti-viral, anti-hacker, anti-spam, anti-spyware) utilities. The environment, as a whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

If the Contractor maintains any Confidential Information on its systems (or its sub-contractor systems) and it has not done so previously, the Contractor will implement policies and procedures to ensure that any storage media on which such data maybe recorded will be rendered unreadable and that the data will be un-recoverable when the storage media is disposed of. Upon request, the Contractor and will provide the Department with copies of these policies and with written documentation demonstrating compliance with the policies. The written documentation will include all details necessary to demonstrate data contained in the storage media has been rendered unreadable and un-recoverable. Where applicable, regulatory and professional standards for retention requirements may be jointly evaluated by the State and Contractor prior to destruction.

1. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from

creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will ensure End-User will maintain an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

5. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

6. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

7. The Contractor will not store any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

8. Data Security Breach Liability. In the event of any computer security incident, incident, or breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

9. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of, HIPAA Privacy and Security Rules (45 C.F.R. Parts 160

and 164) and 42 C.F.R. Part 2 that govern protections for individually identifiable health information and as applicable under State law.

10. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

11. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in Section VI, of any security breach within 24-hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

12. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

13. The Contractor is responsible for End User oversight and compliance with the terms and conditions of the contract and Exhibit K.

DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within 24- hours of the time that the Contractor learns of their occurrence.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with DHHS's documented Incident Handling and Breach Notification procedures and in accordance with– the HIPAA, Privacy and Security Rules. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and

procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS contact for Data Management or Data Exchange issues:
DHHSInformationSecurityOffice@dhhs.nh.gov

B. DHHS contacts for Privacy issues:
DHHSPrivacyOfficer@dhhs.nh.gov

C. DHHS contact for Information Security issues:
DHHSInformationSecurityOffice@dhhs.nh.gov

D. DHHS contact for Breach notifications:
DHHSInformationSecurityOffice@dhhs.nh.gov
DHHSPrivacyOfficer@dhhs.nh.gov

State of New Hampshire
Department of Health and Human Services
Amendment #2 to the Access and Delivery Hub for
Opioid Use Disorder Services

This 2nd Amendment to the Access and Delivery Hub for Opioid Use Disorder Services contract (hereinafter referred to as "Amendment #2") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Mary Hitchcock Memorial Hospital (hereinafter referred to as "the Contractor"), a nonprofit organization with a place of business at One Medical Center Drive, Lebanon, NH 03756.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on October 30, 2018 (Item #17A), as amended and approved by the Governor and Executive Council on November 14, 2018 (Item #11), 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 or terms and conditions of the contract; and

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

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

WHEREAS, all terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #2 remain in full force and effect; and

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

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $4,349,314.

2. Revise Exhibit A, Scope of Services as approved on October 30, 2018 and amended on November 14, 2018, by replacing it in its entirety with Exhibit A Amendment #2, Scope of Services, which is attached hereto and incorporated by reference herein.

3. Delete Exhibit A-1 Amendment #1, Additional Scope of Services, in its entirety, as all required contract services are now included in Exhibit A Amendment #2, Scope of Services, referenced in paragraph 2 above.

4. Delete Exhibit B, Methods and Conditions Precedent to Payment and replace with Exhibit B Amendment #2, Methods and Conditions Precedent to Payment, which is attached hereto and incorporated by reference herein.

5. Revise Exhibit B-2 from the contract approved on October 30, 2018, Access and Delivery Hub for Opioid Use Disorder Services SFY 20 by replacing it in its entirety with Exhibit B-2 Amendment #2, Access and Delivery Hub for Opioid Use Disorder Services SFY 20, which is attached hereto and incorporated by reference herein.

6. For clarity to correct a clerical error regarding numbering only, replace Exhibit B-2 Amendment #1, Budget Sheet, Overnight and Weekend Clinical Telephone Services for SFY20, in its entirety with Exhibit B-3 Amendment #2 Budget Sheet, Overnight and Weekend Clinical Telephone Services SYF20, which is attached hereto and incorporated by reference herein, and contains no changes to the amount of funding.

8/14/19

This amendment shall be effective upon the date of Governor and Executive Council approval.

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

State of New Hampshire
Department of Health and Human Services

8/16/19
Date

Name: Katja S. Fox
Title: Director

Mary Hitchcock Memorial Hospital

8/14/19
Date

Name: Daniel L. Jantzen
Title: Chief Financial Officer

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Grafton on August 14, 2019, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

LAURA K. RONDEAU
NOTARY PUBLIC
STATE OF NEW HAMPSHIRE
MY COMMISSION EXPIRES APRIL 19, 2022

Laura Rondeau
Name and Title of Notary or Justice of the Peace

My Commission Expires: April 19, 2022

8/14/19

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

OFFICE OF THE ATTORNEY GENERAL

9/23/2019
Date

Name: Nancy J. Smith
Title: Sr. Asst Attorney General

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

OFFICE OF THE SECRETARY OF STATE

_____
Date

_____
Name:
Title:

8/14/19

Scope of Services

1. Provisions Applicable to All Services

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

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

1.3. For the purposes of this contract, the Contractor shall be identified as a subrecipient, in accordance with 2 CFR 200.0. et seq.

2. Scope of Work

2.1. The Contractor shall develop, implement and operationalize a Regional Doorway for substance use disorder treatment and recovery support service access (Doorways).

2.2. The Contractor shall provide residents in the Lebanon Region with access to referrals to substance use disorder treatment and recovery support services and other health and social services.

2.3. The Contractor shall participate in technical assistance, guidance, and oversight activities directed by the Department for implementation of Doorway services.

2.4. The Contractor shall have the Doorway operational by January 1, 2019 unless an alternative timeline has been approved prior to that date by the Department.

2.5. The Contractor shall collaborate with the Department to develop a plan no later than July 1, 2019 for the resources, timeline and infrastructure requirements to develop and maintain a centralized referral database of substance use disorder and mental health treatment providers.

2.5.1. The database shall include the real-time availability of services and providers to ensure rapid placement into appropriate levels of care for Doorway clients which the Doorway will update daily, at a minimum.

2.5.2. The data and the centralized database shall be the property of the Department.

2.6. The Contractor shall operationalize the use of the centralized database at a date agreed upon between the Department and the Contractor based on securing the resource needs identified in 2.5.

2.7. The Contractor shall collaborate with the Department to assess the Contractor's level of readiness, capacity and additional resource needs required to expand Doorway services in-house to include, but not be limited to:

2.7.1. Medication assisted treatment induction at emergency rooms and facilitated coordination with ongoing Doorway care coordination inclusive of the core principles of the Medication First Model.

2.7.2. Outpatient and inpatient substance use disorder services, in accordance with ASAM.

2.7.3. Coordinating overnight placement for Doorway clients engaged in Doorway services between the hours of 5 pm to 8 am in need of a safe location while awaiting treatment placement the following business day.

2.7.4. Expanding populations for Doorway core services.

2.8. The Contractor shall collaborate with the Department to identify gaps in financial and staffing resources throughout the contract period.

2.9. The Contractor, either alone or in collaboration with other Doorways, shall ensure formalized coordination with 2-1-1 NH as the public facing telephone service for all Doorway service access. This coordination shall include:

2.9.1. Establishing an MOU with 2-1-1 NH which defines the workflows to coordinate 2-1-1 NH calls and Doorway activities including the following workflow:

2.9.1.1. Individuals seeking substance use disorder treatment services will call 2-1-1 NH;

2.9.1.2. If an individual is seeking information only, 2-1-1 NH staff will provide that information;

2.9.1.3. If an individual is in an SUD related crisis and wants to speak with a licensed counselor and/or is seeking assistance with accessing treatment services, 2-1-1 NH staff will transfer the caller to the Doorway or on-call Doorway clinician.

2.9.2. The MOU with 2-1-1 NH shall include a process for bi-directional information sharing of updated referral resource databases to ensure that each entity has recently updated referral information.

2.10. The Contractor shall establish formalized agreements for coordination of services and case management services provided by Integrated Delivery Networks (IDNs) to reduce duplication of services and leverage existing integrated care projects in their region.

2.11. The Contractor with the assistance of the Department shall attempt to establish formalized agreements with:

2.11.1. Medicaid Managed Care Organizations to coordinate case management efforts on behalf of the client.

2.11.2. Private insurance carriers to coordinate case management efforts on behalf of the client.

2.12. The Contractor shall be required to create policies for obtaining patient consent to disclose protected health information as required by state administrative rules and federal and state laws for agreements reached with Managed Care Organizations and private insurance carriers as outlined in Subsection 2.11.

2.13. The Contractor shall develop a Department approved conflict of interest policy related to Doorway services and self-referrals to Doorway organization substance use disorder treatment and recovery support service programs funded outside of this contract that maintains the integrity of the referral process and client choice in determining placement in care.

3. Scope of Work for Doorway Activities

3.1. The Contractor shall ensure that unless an alternative schedule for the Doorway to meet the needs of the community is proposed and approved by the Department, the

Doorway provides, in one location, during normal business hours (8am-5pm) Monday through Friday, at a minimum:

3.1.1. A physical location for clients to receive face-to-face services.

3.1.2. Telephonic services for calls referred to the Doorway by 2-1-1 NH.

3.1.3. Screening to assess an individual's potential need for Doorway services.

3.1.4. Crisis intervention and stabilization that ensures any individual in an acute OUD related crisis who requires immediate, non-emergency intervention receives crisis intervention counseling services by a licensed clinician. If the individual is calling rather than physically presenting at the Doorway, this includes, but is not limited to:

3.1.4.1. Directing callers to 911 if a client is in imminent danger or there is an emergency.

3.1.4.2. If the client is unable or unwilling to call 911, the Doorway shall contact emergency services.

3.1.5. Clinical evaluation including:

3.1.5.1. Evaluation of all American Society of Addiction Medicine Criteria (ASAM, October 2013), domains.

3.1.5.2. A level of care recommendation based on ASAM Criteria (October 2013).

3.1.5.3. Identification of client strengths and resources that can be used to support treatment and recovery.

3.1.6. Development of a clinical service plan in collaboration with the client based on the clinical evaluation referenced in Paragraph 3.1.5. The service plan shall include, but not be limited to:

3.1.6.1. Determination of an initial ASAM level of care.

3.1.6.2. Identification of any needs the client may have relative to supportive services including, but not limited to:

3.1.6.2.1. Physical health needs.

3.1.6.2.2. Mental health needs.

3.1.6.2.3. Need for peer recovery support services.

3.1.6.2.4. Social services needs.

3.1.6.2.5. Needs regarding criminal justice/Division for Children, Youth, and Families (DCYF) matters.

3.1.6.3. Plan for addressing all areas of need identified in Subparagraph 3.1.6.2 by determining goals that are patient-centered, specific, measurable, attainable, realistic, and timely (SMART goals).

3.1.6.4. When the level of care identified in 3.1.6.1 is not available to the client within 48 hours of service plan development, the service plan shall include plans for referrals to external providers to offer interim services, which are defined as:

3.1.6.4.1. At least one sixty (60) minute individual or group outpatient session per week and/or;

3.1.6.4.2. Recovery support services, as needed by the client; and/or

3.1.6.4.3. Daily calls to the client to assess and respond to any emergent needs.

3.1.7. A staff person, which can be the licensed clinician, CRSW outlined in the Staffing section, or other non-clinical support staff, capable of aiding specialty populations in accessing services that may have additional entry points to services or specific eligibility criteria. Specialty populations include, but are not limited to:

3.1.7.1. Veterans and/or service members.

3.1.7.2. Pregnant women.

3.1.7.3. DCYF involved families.

3.1.7.4. Individuals at-risk of or with HIV/AIDS.

3.1.7.5. Adolescents.

3.1.8. Facilitated referrals to substance use disorder treatment and recovery support and other health and social services which shall include, but not be limited to:

3.1.8.1. Developing and implementing adequate consent policies and procedures for client-level data sharing and shared care planning with external providers, in accordance with HIPAA and 42 CFR Part 2.

3.1.8.2. Determining referrals based on the service plan developed in Paragraph 3.1.6.

3.1.8.3. Assisting clients with obtaining services with the provider agency, as appropriate.

3.1.8.4. Contacting the provider agency on behalf of the client, as appropriate.

3.1.8.5. Assisting clients with meeting the financial requirements for accessing services including, but not limited to:

3.1.8.5.1. Identifying sources of financial assistance for accessing services and supports, and;

3.1.8.5.2. Providing assistance in accessing such financial assistance including, but not limited to:

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

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

3.1.8.5.2.3. Supporting the client in meeting the admission, entrance, and intake

requirements of the assistance agency.

3.1.8.5.3. When no other payer is available, assisting clients with accessing services by maintaining a flexible needs fund specific to the Doorway region that supports clients who meet the eligibility criteria for assistance under the NH DHHS SOR Flexible Needs Fund Policy with their financial needs including, but not limited to:

3.1.8.5.3.1. Transportation for eligible clients to and from recovery-related medical appointments, treatment programs, and other locations as identified and recommended by Doorway professional staff to assist the eligible client with recovery;

3.1.8.5.3.2. Childcare to permit an eligible client who is a parent or caregiver to attend recovery-related medical appointments, treatment programs, and other appointments as identified and recommended by Doorway professional staff to assist the eligible client with recovery;

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

3.1.8.5.3.4. Provision of light snacks not to exceed $3.00 per eligible client;

3.1.8.5.3.5. Provision of phone minutes or a basic prepaid phone to permit the eligible client to contact treatment providers and recovery services, and to permit contact with the eligible client for continuous recovery support;

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

3.1.8.5.3.7. Other uses preapproved in writing by the Department.

3.1.8.5.4. Providing a Respite Shelter Voucher program to assist individuals in need of respite shelter while awaiting treatment and recovery services. The Contractor shall:

3.1.8.5.4.1. Collaborate with the Department on a respite shelter voucher policy and related procedures to determine eligibility for respite shelter vouchers based on criteria

that include but are not limited to confirming an individual is:

3.1.8.5.4.1.1. A Doorway client;

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

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

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

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

3.1.9.2. Supporting clients in meeting the admission, entrance, and intake requirements of the provider agency.

3.1.9.3. Ongoing follow-up and support of clients engaged in services in collaboration or consultation with the client's external service provider(s) until such time that the discharge Government Performance and Results Act (GPRA) interview in 3.1.9.6.3 is completed including, but not limited to:

3.1.9.3.1. Attempting to contact each client at a minimum, once per week until such time that the discharge GPRA interview in Section 3.1.9.3 has been completed, according to the following guidelines:

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

3.1.9.3.1.2. If the attempt in 3.1.9.3.1.1 is not successful, attempt a second contact, as necessary, by telephone, in person or by an alternative method approved by the Department at such a time when the client would normally be available no sooner than two (2) days and no later than three (3) days after the first attempt.

3.1.9.3.1.3. If the attempt in 3.1.9.3.1.2 is not successful, attempt a third contact, as necessary, by telephone, in person or by an alternative method approved by the Department at such a time when the client would normally be available, no sooner

than two (2) days and no later than three (3) days after the second attempt.

3.1.9.4. When the follow-up in 3.1.9.3 results in a determination that the individual is at risk of self-harm, the minimum attempts for contact shall be no less than three (3) times each week and aligned with clinical best practices for prevention of suicide.

3.1.9.5. When possible, client contact and outreach shall be conducted in coordination and consultation with the client's external service provider to ensure continuous communication and collaboration between the Doorway and service provider.

3.1.9.5.1. Each successful contact shall include, but not be limited to:

3.1.9.5.1.1. Inquiry on the status of each client's recovery and experience with their external service provider.

3.1.9.5.1.2. Identification of client needs.

3.1.9.5.1.3. Assisting the client with addressing needs, as identified in Subparagraph 3.1.6.2.

3.1.9.5.1.4. Providing early intervention to clients who have relapsed or whose recovery is at risk.

3.1.9.6. Collecting and documenting attempts to collect client-level data at multiple intervals including, but not limited to ensuring the GPRA Interview tool is completed and entered into the Substance Abuse and Mental Health Services Administration's (SAMHSA's) Performance Accountability and Reporting System (SPARS), at a minimum:

3.1.9.6.1. At intake or within three (3) days following initial client contact.

3.1.9.6.2. Six (6) months post intake into Doorway services.

3.1.9.6.3. Upon discharge from the initially referred service.

3.1.9.6.3.1. If the client is discharged from services before the time intervals in 3.1.9.6.2 or 3.1.9.6.3 the Doorway must make every reasonable effort to conduct a follow-up GPRA for that client.

3.1.9.6.3.2. If a client is re-admitted into services after discharge or being lost to care, the Doorway is not required to re-administer the intake GPRA but must complete a follow-up GPRA for the time interval in 3.1.9.6.2 and 3.1.9.6.3 closest to the intake GPRA.

3.1.9.7. Documenting any loss of contact in the SPARS system using the appropriate process and protocols as defined by SAMHSA through

technical assistance provided under the State Opioid Response grant.

3.1.9.8. Ensuring that contingency management strategies are utilized to increase client engagement in follow-up GPRA interviews which may include, but are not limited to gift cards provided to clients for follow-up participation at each follow-up interview which shall not exceed thirty dollars ($30) in value.

3.1.9.8.1. Payments to incentivize participation in treatment are not allowable.

3.1.10. Naloxone purchase, distribution, information, and training to individuals and organizations who meet the eligibility criteria for receiving kits under the NH DHHS Naloxone Distribution Policy regarding the use of naloxone.

3.2. The Contractor shall ensure that, at a minimum, after-hours (5pm to 8am), on-call, telephonic services are provided by a licensed clinician affiliated with one or more of the Doorways, seven (7) days a week and that the clinician has the ability to coordinate continued client care with the Doorway in the individual's region.

3.2.1. On-call staffing by licensed clinicians shall be sufficient to meet the call volumes during the hours outlined in Subsection 3.2 to ensure that clients are not on hold or receiving busy signals when transferred from 2-1-1 NH.

3.2.2. The Contractor shall give preference to licensed clinicians with the ability to assess for co-occurring mental health needs.

3.2.3. Telephonic services to be provided include, at a minimum:

3.2.3.1. Crisis intervention and stabilization which ensures that individuals in an acute OUD related crisis that require immediate, non-emergency intervention are provided with crisis counseling services by a licensed clinician.

3.2.3.2. Directing callers to 911 if a client is in imminent danger or there is an emergency.

3.2.3.2.1. If the client is unable or unwilling to call 911, contacting emergency services on behalf of the client.

3.2.3.3. Screening.

3.2.3.4. Coordinating with shelters or emergency services, as needed.

3.2.3.5. Providing clinical evaluation telephonically, if appropriate, based on the callers mental state and health status.

3.2.3.6. Scheduling the client for face-to-face intake at the client's Doorway for an evaluation and referral services, if determined necessary.

3.2.3.7. Ensuring a Continuity of Operations Plan for landline outage.

3.3. The Contractor shall obtain treatment consent forms from all clients served, either in-person or through electronic means, to ensure compliance with all applicable state and federal confidentiality laws.

3.4. The Contractor shall provide services for both day and overnight shifts in accordance with:

3.4.1. The twelve (12) Core Functions of the Alcohol and Other Drug Counselor.

3.4.2. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice, available at http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171.

3.4.3. The four (4) recovery domains as described by the International Credentialing and Reciprocity Consortium, available at http://www.internationalcredentialing.org/Resources/Candidate%20Guides/PR%20candidate%20guide%201-14.pdf.

3.4.4. TIP 27: Comprehensive Case Management for Substance Abuse Treatment, available at https://store.samhsa.gov/product/TIP-27-Comprehensive-Case-Management-for-Substance-Abuse-Treatment/SMA15-4215.

3.5. The Contractor shall utilize recent and inform any future developments of a comprehensive needs assessment of their region. The needs assessment shall be coordinated with existing regional partners including, but not limited to:

3.5.1. Regional Public Health Networks.

3.5.2. Integrated Delivery Networks.

3.5.3. Continuum of Care Facilitators.

3.6. The Contractor shall inform the inclusion of regional goals into the future development of needs assessments in Subsection 3.5 that the Contractor and its partners in the region have over the contract period including, but not limited to reductions in:

3.6.1. Naloxone use.

3.6.2. Emergency Room use.

3.6.3. Overdose related fatalities.

3.7. The Contractor shall have policies and procedures that allow them to accept referrals and evaluations from SUD treatment and other service providers.

3.8. The Contractor shall provide information to all individuals seeking services on how to file a grievance in the event of dissatisfaction with services provided. The Contractor shall ensure each individual seeking services receives information on:

3.8.1. The steps to filing an informal complaint with the Contractor, including the specific contact person to whom the complaint should be sent.

3.8.2. The steps to filing an official grievance with the Contractor and the Department with specific instructions on where and to whom the official grievance should be addressed.

3.9. The Contractor shall provide written policies to the Department on complaint and grievance procedures within ten (10) business days of the amendment effective date.

4. Subcontracting for Doorways

4.1. The Doorway shall submit any and all subcontracts they propose to enter into for services provided through this contract to the Department for approval prior to execution.

4.2. The Doorway may subcontract with prior approval of the Department for support and

assistance in providing core Doorway services; except that such core services shall not be subcontracted providers whose principal operations are to serve individuals with a specific diagnosis of substance use disorders.

4.2.1. Core Doorway services are defined, for purposes of this contract, as screening, assessment, evaluation, referral, continuous case management, GPRA data completion, and naloxone distribution.

4.2.2. The Doorway shall at all times be responsible for continuous oversight of, and compliance with, all Core Doorway services and shall be the single point of contact with the Department for those Core services.

4.2.3. Any subcontract for support and assistance in providing Core Doorway services shall ensure that the patient experience is consistent across the continuum of Core Doorway services and that the subcontracted entities and personnel are at all times acting, in name and in fact, as agents of the Doorway. The Doorway shall consolidate Core Doorway services, to the greatest extent practicable, in a single location.

5. Staffing

5.1. The Contractor shall meet the following minimum staffing requirements:

5.1.1. Between 8am-5pm, 5 days/week, Monday through Friday:

5.1.1.1. A minimum of one (1) clinician with the ability to provide clinical evaluations for ASAM level of care placement, in-person or telephonically;

5.1.1.2. A minimum of one (1) Recovery support worker (CRSW) with the ability to fulfill recovery support and care coordination functions;

5.1.1.3. A minimum of one (1) staff person, who can be a licensed clinician, CRSW, or other non-clinical support staff, capable of aiding specialty populations as outlined in Paragraph 3.1.7.

5.1.2. Sufficient staffing levels that are appropriate for the services provided and the number of clients served based on available staffing and the budget established for the Doorway.

5.1.3. All unlicensed staff providing treatment, education and/or recovery support services shall be under the direct supervision of a licensed supervisor.

5.1.4. No licensed supervisor shall supervise more than twelve (12) unlicensed staff unless the Department has approved an alternative supervision plan.

5.1.5. Peer clinical supervision is provided for all clinicians including, but not limited to:

5.1.5.1. Weekly discussion of cases with suggestions for resources or alternative approaches.

5.1.5.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision.

5.2. The Contractor must ensure sufficient licensed clinician telephone coverage, at a minimum, between the hours of 5 pm and 8 am, 7 days/week, who have the ability to provide services as outlined in Subsection 3.2. This may be provided either by the Contractor alone or in collaboration with other Doorways.

5.3. The Contractor must meet the training requirements for staff which include, but are not limited to:

5.3.1. For all clinical staff:

5.3.1.1. Suicide prevention and early warning signs.

5.3.1.2. The 12 Core Functions of the Alcohol and Other Drug Counselor.

5.3.1.3. The standards of practice and ethical conduct, with particular emphasis given to the individual's role and appropriate responsibilities, professional boundaries, and power dynamics.

5.3.1.4. An approved course on the twelve (12) core functions and The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice within twelve (12) months of hire.

5.3.1.5. A Department approved ethics course within twelve (12) months of hire.

5.3.2. For recovery support staff and other non-clinical staff working directly with clients:

5.3.2.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee.

5.3.2.2. The standards of practice and ethical conduct, with particular emphasis given to the individual's role and appropriate responsibilities, professional boundaries, and power dynamics, and confidentiality safeguards in accordance with HIPAA and 42 CFR Part 2, and state rules and laws.

5.3.2.3. The four (4) recovery domains as described by the International Credentialing and Reciprocity Consortium, available at http://www.internationalcredentialing.org/Resources/Candidate%20Guides/PR%20candidate%20guide%201-14.pdf.

5.3.2.4. An approved ethics course within twelve (12) months of hire.

5.3.3. Required trainings in Subsection 5.3 may be satisfied through existing licensure requirements and/or through Department approved alternative training curriculums and/or certifications.

5.3.4. Ensuring all recovery support staff and clinical staff receive continuous education regarding substance use disorders, at a minimum annually.

5.3.5. Providing in-service training to all staff involved in client care within fifteen (15) days of the contract effective date or the staff person's start date on the following:

5.3.5.1. The contract requirements.

5.3.5.2. All other relevant policies and procedures provided by the Department.

5.4. The Contractor shall provide its staff, subcontractors, or end users as defined in Exhibit K, with periodic training in practices and procedures to ensure compliance with information security, privacy or confidentiality in accordance with state administrative rules and state and federal laws.

5.5. The Contractor shall notify the Department in writing:

5.5.1. When a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program, within one (1) month of hire.

5.5.2. When there is not sufficient staffing to perform all required services for more than one (1) month, within fourteen (14) calendar days.

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

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

6. Reporting

6.1. The Contractor shall report sentinel events to the Department as follows:

6.1.1. Sentinel events shall be reported when they involve any individual who is receiving services under this contract;

6.1.2. Upon discovering the event, the Contractor shall provide immediate verbal notification of the event to the bureau, which shall include:

6.1.2.1. The reporting individual's name, phone number, and agency/organization;

6.1.2.2. Name and date of birth (DOB) of the individual(s) involved in the event;

6.1.2.3. Location, date, and time of the event;

6.1.2.4. Description of the event, including what, when, where, how the event happened, and other relevant information, as well as the identification of any other individuals involved;

6.1.2.5. Whether the police were involved due to a crime or suspected crime; and

6.1.2.6. The identification of any media that had reported the event;

6.1.3. Within 72 hours of the sentinel event, the Contractor shall submit a completed "Sentinel Event Reporting Form" (February 2017), available at https://www.dhhs.nh.gov/dcbcs/documents/reporting-form.pdf to the bureau

6.1.4. Additional information on the event that is discovered after filing the form in Section 6.1.3. above shall be reported to the Department, in writing, as it becomes available or upon request of the Department; and

6.1.5. Submit additional information regarding Sections 6.1.1 through 6.1.4 above if required by the department; and

6.1.6. Report the event in Sections 6.1.1 through 6.1.4 above, as applicable, to other agencies as required by law.

6.2. The Contractor shall submit quarterly de-identified, aggregate client reports to the

Department on each client served, as required by SAMHSA. The data shall include:

6.2.1. Diagnoses.

6.2.2. Demographic characteristics.

6.2.3. Substance use.

6.2.4. Services received and referrals made, by provider organization name.

6.2.5. Types of MAT received.

6.2.6. Length of stay in treatment.

6.2.7. Employment status.

6.2.8. Criminal justice involvement.

6.2.9. Housing.

6.2.10. Flexible needs funds used and for what purpose.

6.2.11. Numbers of naloxone kits distributed and by category, including but not limited to client, organization, family member, etc.

6.3. The Contractor shall report quarterly on federally required data points specific to this funding opportunity as identified by SAMHSA over the grant period.

7. Performance Measures

7.1. The Contractor shall attempt to complete a GPRA interview for 100% of Doorway clients at intake or within three (3) days following initial client contact and at six (6) months post intake, and upon discharge from Doorway referred services.

7.2. In accordance with SAMHSA State Opioid Response grant requirements, the Contractor shall ensure that the GPRA interview follow-up rate at six (6) months post intake for Doorway clients is no less than 80%.

8. Deliverables

8.1. The Contractor shall have the Doorway in the Lebanon Region operational by January 1, 2019 unless an alternative timeline has been submitted to and approved by the Department.

8.2. The Contractor shall collaborate with the Department to develop a report by July 1, 2019 to determine the Contractor's level of readiness, capacity and resource needs required to expand services in-house as outlined in Subsection 2.7.

8.3. The Contractor shall collaborate with the Department on development of a plan no later than July 1, 2019 for the resources, timeline and infrastructure requirements to develop and maintain a centralized referral database of substance use disorder and mental health treatment providers as outlined in Subsection 2.5.

9. State Opioid Response (SOR) Grant Standards

9.1. The Contractor and/or referred providers shall ensure that only FDA-approved MAT for Opioid Use Disorder (OUD) is utilized. FDA-approved MAT for OUD includes:

9.1.1. Methadone.

9.1.2. Buprenorphine products, including:

9.1.2.1. Single-entity buprenorphine products.

9.1.2.2. Buprenorphine/naloxone tablets.

9.1.2.3. Buprenorphine/naloxone films.

9.1.2.4. Buprenorphine/naloxone buccal preparations.

9.1.2.5. Long-acting injectable buprenorphine products.

9.1.2.6. Buprenorphine implants.

9.1.2.7. Injectable extended-release naltrexone.

9.2. The Contractor and/or referred providers shall only provide medical withdrawal management services to any individual supported by SOR Grant Funds if the withdrawal management service is accompanied by the use of injectable extended-release naltrexone, as clinically appropriate.

9.3. The Contractor and/or referred providers shall ensure that clients receiving financial aid for recovery housing utilizing SOR funds shall only be in a recovery housing facility that is aligned with the National Alliance for Recovery Residences standards and registered with the State of New Hampshire, Bureau of Drug and Alcohol Services in accordance with current NH Administrative Rules.

9.4. The Contractor and/or referred providers shall assist clients with enrolling in public or private health insurance, if the client is determined eligible for such coverage.

9.5. The Contractor and/or referred providers shall accept clients on MAT and facilitate access to MAT on-site or through referral for all clients supported with SOR Grant funds, as clinically appropriate.

9.6. The Contractor and/or referred providers shall coordinate with the NH Ryan White HIV/AIDs program for clients identified as at risk of or with HIV/AIDS.

9.7. The Contractor and/or referred providers shall ensure that all clients are regularly screened for tobacco use, treatment needs and referral to the QuitLine as part of treatment planning.

10. After Hours Telephone Coverage for Doorways

10.1. General

10.1.1. The Contractor shall provide overnight (from 5 pm through 8 am), weekend (from Saturday at 8 am through Monday at 8 am), and ten (10) State holiday clinical telephone coverage for nine (9) Opioid Use Disorder Access and Delivery Doorways at the following locations:

10.1.1.1. Concord.

10.1.1.2. Lebanon.

10.1.1.3. Keene.

10.1.1.4. Laconia.

10.1.1.5. Manchester.

10.1.1.6. Nashua.

10.1.1.7. Littleton.

10.1.1.8. Berlin.

10.1.1.9. Dover.

10.1.2. The Contractor shall ensure minimum shift coverage includes, but is not limited to:

10.1.2.1. One (1) clinician Monday through Friday between the hours of 5 pm and 8 am.

10.1.2.2. One (1) clinician between Saturday at 8 am and Monday at 8 am.

10.1.2.3. An additional one (1) clinician for shift coverage not to exceed twenty-eight (28) hours as determined by the Contractor and Department pursuant to Section 10.1.3.

10.1.3. The Contractor shall collaborate with the Department to determine ongoing staffing and resource needs for overnight and weekend call coverage based on call volumes and demand. The Contractor shall ensure:

10.1.3.1. On-call staffing by licensed clinicians and/or on call pager back-up coverage is available for the shifts outlined in Subsection 10.1.2 are sufficient to meet the call volume to ensure that clients are not on hold or receiving busy signals when transferred from 2-1-1 NH.

10.1.3.2. Licensed clinicians with the ability to assess for co-occurring mental health needs are given preference for open positions.

10.1.4. The Contractor shall ensure that telephonic services provided during the shifts outlined in Subsection 10.1.2 include, at a minimum:

10.1.4.1. Crisis intervention and stabilization, which ensures that individuals in an acute OUD related crisis that require immediate, non-emergency intervention are provided with crisis counseling services by a licensed clinician.

10.1.4.2. Directing callers to 911 if a client is in imminent danger or there is an emergency.

10.1.4.2.1. If the client is unable or unwilling to call 911, contacting emergency services on behalf of the client based on the clinician's clinical judgement.

10.1.4.3. Screening.

10.1.4.4. Coordinating with shelters or emergency services, as needed.

10.1.4.5. Providing clinical evaluation in accordance with the American Society of Addiction Medicine (ASAM) telephonically, if appropriate and reasonable to conduct, based on the callers mental state, willingness, and health status, including:

10.1.4.5.1. Evaluation of all American Society of Addiction Medicine Criteria (ASAM, October 2013), domains.

10.1.4.5.2. A level of care recommendation, based on ASAM Criteria (October 2013) when possible, which will be sent to the client's preferred Regional Doorway

10.1.4.5.3. Identification of client strengths and resources that can be used to support treatment and recovery when

possible, which will be sent to the client's preferred Regional Doorway.

10.1.4.6. Communicating the client's preferred scheduling needs for face-to-face intake to the client's preferred Regional Doorway in order for the client to obtain an evaluation and referral services, if determined necessary.

10.1.4.7. Ensuring the client's preferred Regional Doorway receives information on the outcome and events of the call for continued client follow-up and care.

10.1.5. The Contractor shall ensure a Continuity of Operations Plan for landline outage.

10.1.6. The Contractor shall have the clinical telephone coverage operational by January 1, 2019, unless an alternative timeline is approved prior to that date by the Department.

10.1.7. The Contractor shall ensure formalized coordination with 2-1-1 NH as the public facing telephone service for all service access. This coordination shall include:

10.1.7.1. Establishing an agreement with 2-1-1 NH which defines the workflows to coordinate 2-1-1 NH calls and weekend and overnight call coverage activities including the following workflow:

10.1.7.1.1. Individuals seeking substance use disorder treatment services will call 2-1-1 NH;

10.1.7.1.2. If an individual is seeking information only, 2-1-1 NH staff will provide that information;

10.1.7.1.3. If an individual is in an OUD related crisis and wants to speak with a licensed counselor and/or is seeking assistance with accessing treatment services, 2-1-1 NH staff will transfer the caller to the on-call clinician.

10.1.7.2. The MOU with 2-1-1 NH shall include a process for bi-directional information sharing of updated referral resource databases to ensure that each entity has recently updated referral information.

10.1.8. The Contractor shall collaborate with the Department to determine a process for obtaining consent forms from all clients served telephonically, either in-person or through electronic means, to ensure compliance with all applicable state and federal confidentiality laws if the results of a call are being sent to the client's preferred Regional Doorway.

10.1.9. The Contractor shall collaborate with each of the nine (9) Doorway locations to determine a process for obtaining appropriate consent forms in compliance with all applicable state and federal confidentiality laws from all clients served telephonically when the client presents at their preferred Regional Doorway in order to enable the sharing of information on services provided to the client during the hours outlined in Subsection 10.1.1.

10.1.10. The Contractor shall ensure that services provided during weekend and overnight coverage are in in accordance with:

10.1.10.1. The twelve (12) Core Functions of the Alcohol and Other Drug Counselor.

10.1.10.2. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice, available at http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171.

10.1.10.3. The four (4) recovery domains as described by the International Credentialing and Reciprocity Consortium, available at http://www.internationalcredentialing.org/Resources/Candidate%20Guides/PR%20candidate%20guide%201-14.pdf.

10.1.10.4. TIP 27: Comprehensive Case Management for Substance Abuse Treatment, available at https://store.samhsa.gov/product/TIP-27-Comprehensive-Case-Management-for-Substance-Abuse-Treatment/SMA15-4215.

10.1.11. The Contractor shall market and advertise Regional Doorway services in accordance with the shared marketing strategy that will be defined by all nine (9) Doorway locations in collaboration with the Department.

10.2. Subcontracting for After Hours Doorway Telephone Services

10.2.1. The Contractor shall submit any and all subcontracts they propose to enter into for services provided through this contract to the Department for approval prior to execution.

10.3. Staffing for After Hours Doorway Telephone Services

10.3.1. The Contractor shall ensure that minimum clinical staff requirements outlined in Subsection 10.1.2 are met.

10.3.2. The Contractor shall ensure that the clinical telephone coverage staff includes a minimum of:

10.3.2.1. One (1) FTE Administrative Coordinator responsible for scheduling call coverage;

10.3.2.2. One (.5) FTE Program Manager for call-center operations; and

10.3.2.3. One (.2) FTE Clinician to provide clinical leadership and oversight for clinical telephone coverage operations and staff.

10.3.3. The Contractor must meet the training requirements for all clinical staff which include, but are not limited to:

10.3.3.1. Suicide prevention and early warning signs.

10.3.3.2. The 12 Core Functions of the Alcohol and Other Drug Counselor.

10.3.3.3. The standards of practice and ethical conduct, with particular emphasis given to the individual's role and appropriate responsibilities, professional boundaries, and power dynamics.

10.3.3.4. An approved course on the twelve (12) core functions and The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice within twelve (12) months of hire.

10.3.3.5. A Department approved ethics course within twelve (12) months of

hire.

10.3.4. The Contractor shall require its end users as defined in Exhibit K of this agreement, to receive periodic training in practices and procedures to ensure compliance with information security, privacy or confidentiality in accordance with state administrative rules and state and federal laws.

10.3.5. Required trainings in Subsection 10.3.3 are may be satisfied through existing licensure requirements and/or through Department approved alternative training curriculums and/or certifications.

10.3.6. The Contractor shall provide in-service training to all staff involved in client care within fifteen (15) days of the contract effective date or the staff person's start date regarding:

10.3.6.1. The contract requirements.

10.3.6.2. All other relevant policies and procedures provided by the Department.

10.3.7. The Contractor shall notify the Department in writing:

10.3.7.1. When a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program, within one (1) month of hire.

10.3.7.2. When there is not sufficient staffing to perform all required services for more than one (1) month, within fourteen (14) calendar days.

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

10.4. Reporting for After Hours Doorway Telephone Services

10.4.1. The Contractor shall submit quarterly de-identified, aggregate information to the Department as determined by the Contractor and the Department which may include:

10.4.1.1. Number of phone calls received

10.4.1.2. Nature of each phone call.

10.4.1.3. Percentage of total callers who hang up before reaching a clinician.

10.4.1.4. Average amount of time it takes for the call to be answered by a clinician.

10.4.1.5. Average amount of time a clinician spends speaking with the caller.

10.4.1.6. Percentage of callers that received a busy tone when they call.

10.4.1.7. Caller demographics and information when available including, but not limited to:

10.4.1.7.1. Substance of choice.

10.4.1.7.2. Housing issues.

10.4.1.7.3. Criminal Justice issues.

10.4.1.7.4. Employment issues.

10.4.1.8. Caller location.

10.4.1.9. Emergency/Imminent Risk Involvement/Level of Urgency.

10.4.1.10. Services sought.

10.4.1.11. Outcome of each phone call including, but not limited to:

10.4.1.11.1. Referrals to Doorway for services and clinical evaluation.

10.4.1.11.2. Information and resources provided via the phone.

10.4.2. The Contractor shall collaborate with the Department on collection of other federally required data points specific to this funding opportunity as identified by SAMHSA over the grant period.

10.5. Deliverables for After Hours Doorway Telephone Services

10.5.1. The Contractor shall have the clinical telephone coverage in all nine (9) Doorways regions in Subsection 1.1 operational by January 1, 2019 unless an alternative timeline has been submitted to and approved by the Department.

Methods and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
3. This contract is funded with funds from the Substance Abuse and Mental Health Services Administration CFDA #93.788, Federal Award Identification Number (FAIN) H79TI081685 and TI080246.
4. The Contractor shall keep detailed records of their activities related to Department funded programs and services.
5. The Contractor shall ensure specific budget line items are included in state fiscal year budgets, which include:
   5.1. Flex funds in the amount of $114,246 for State Fiscal Year 2020.
   5.2. Naloxone funds in the amount of $140,495 for State Fiscal Year 2020.
   5.3. Respite Shelter Voucher funds in the amount of $160,246 for State Fiscal Year 2020.
6. The Contractor shall not use funds to pay for bricks and mortar expenses.
7. The Contractor shall include in their budget, at their discretion the following:
   7.1. Funds to meet staffing requirements of the contract
   7.2. Funds to provide clinical and recovery support services in the contract that are not otherwise reimbursable by public or private insurance or through other Federal and State contracts
   7.3. Funds to meet the GPRA and reporting requirements of the contract
   7.4. Funds to meet staff training requirements of the contract
8. Funds remaining after satisfaction of Section 5 above may be used by the Contractor to support the scope of work outlined in Exhibit A.
9. Payment for said services shall be made monthly as follows:
   9.1. Payments shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this agreement, and shall be in accordance with the approved budget line item.
   9.2. The Contractor shall submit an invoice in a form satisfactory to the State by the twentieth (20^{th}) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
   9.3. The invoice must be completed, signed, dated and returned to the Department in order to initiate payment.
   9.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.

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

9.6. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to Melissa.Girard@dhhs.nh.gov.

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

10. Notwithstanding paragraph 18 of the Form P-37, General Provisions, an amendment limited to transfer the funds within the budget and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

11. The Contractor shall provide a final budget for State Fiscal Year 2021 no later than March 31, 2020 for Department approval, which shall be submitted for Governor and Executive Council approval no later than June 30, 2020.

New Hampshire Department of Health and Human Services

Bidder/Program Name: Mary Hitchcock Memorial Hospital

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

Budget Period: SFY 20 (7/1/2019-6/30/2020)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 397,997	$ 116,613	$ 514,610	$ -	$ -	$ -	$ 397,997	$ 116,613	$ 514,610
2. Employee Benefits	$ 111,853	$ 32,773	$ 144,626	$ -	$ -	$ -	$ 111,853	$ 32,773	$ 144,626
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ 7,540	$ 2,209	$ 9,749	$ -	$ -	$ -	$ 7,540	$ 2,209	$ 9,749
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ 500	$ 147	$ 647	$ -	$ -	$ -	$ 500	$ 147	$ 647
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ 1,000	$ 293	$ 1,293	$ -	$ -	$ -	$ 1,000	$ 293	$ 1,293
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
flex funds	$ 114,240	$ 14,650	$ 128,890	$ -	$ -	$ -	$ 114,240	$ 14,650	$ 128,890
naloxone	$ 140,495	$ 17,580	$ 158,075	$ -	$ -	$ -	$ 140,495	$ 17,580	$ 158,075
respite vouchers	$ 160,615	$ -	$ 160,615	$ -	$ -	$ -	$ 160,615	$ -	$ 160,615
TOTAL	$ 934,247	$ 184,265	$ 1,118,512	$ -	$ -	$ -	$ 934,247	$ 184,265	$ 1,118,512
Indirect As A Percent of Direct		19.7%							

Contractor Initials: MM
Date: 8/14/19

New Hampshire Department of Health and Human Services

Contractor Name: Mary Hitchcock Memorial Hospital

Budget Request for: Access and Delivery Hub for Opioid Use Disorder Service
(HUB Overnight Coverage)

Budget Period: SFY 20 (7/1/2019-6/30/2020)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 678,688	$ 198,855	$ 877,543	$ -	$ -	$ -	$ 678,688	$ 198,855	$ 877,543
2. Employee Benefits	$ 170,838	$ 50,055	$ 220,893	$ -	$ -	$ -	$ 170,838	$ 50,055	$ 220,893
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 12,000	$ 3,516	$ 15,516	$ -	$ -	$ -	$ 12,000	$ 3,516	$ 15,516
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ 200,000	$ 58,600	$ 258,600	$ -	$ -	$ -	$ 200,000	$ 58,600	$ 258,600
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ 50,000	$ 14,650	$ 64,650	$ -	$ -	$ -	$ 50,000	$ 14,650	$ 64,650
10. Marketing/Communications	$ 5,000	$ 1,465	$ 6,465	$ -	$ -	$ -	$ 5,000	$ 1,465	$ 6,465
11. Staff Education and Training	$ 10,000	$ 2,930	$ 12,930	$ -	$ -	$ -	$ 10,000	$ 2,930	$ 12,930
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 1,126,525	$ 330,072	$ 1,456,597	$ -	$ -	$ -	$ 1,126,525	$ 330,072	$ 1,456,597
Indirect As A Percent of Direct		29.3%							

Contractor Initials

Date

New Hampshire Department of Health and Human Services

Contractor Name: Mary Hitchcock Memorial Hospital

Budget Request for: Access and Delivery Hub for Opioid Use Disorder Service
HUB Overnight Coverage

Budget Period: SFY 20 (7/1/2019-6/30/2020)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 678,688	$ 198,855	$ 877,543	$ -	$ -	$ -	$ 678,688	$ 198,855	$ 877,543
2. Employee Benefits	$ 170,838	$ 50,055	$ 220,893	$ -	$ -	$ -	$ 170,838	$ 50,055	$ 220,893
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 12,000	$ 3,516	$ 15,516	$ -	$ -	$ -	$ 12,000	$ 3,516	$ 15,516
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ 200,000	$ 58,600	$ 258,600	$ -	$ -	$ -	$ 200,000	$ 58,600	$ 258,600
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ 50,000	$ 14,650	$ 64,650	$ -	$ -	$ -	$ 50,000	$ 14,650	$ 64,650
10. Marketing/Communications	$ 5,000	$ 1,465	$ 6,465	$ -	$ -	$ -	$ 5,000	$ 1,465	$ 6,465
11. Staff Education and Training	$ 10,000	$ 2,930	$ 12,930	$ -	$ -	$ -	$ 10,000	$ 2,930	$ 12,930
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 1,126,525	$ 330,072	$ 1,456,597	$ -	$ -	$ -	$ 1,126,525	$ 330,072	$ 1,456,597
Indirect As A Percent of Direct		29.3%							

Contractor Initials

Date 3/27/19

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that MARY HITCHCOCK MEMORIAL HOSPITAL is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on August 07, 1889. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **68517**
Certificate Number: **0004496386**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 15th day of April A.D. 2019.

William M. Gardner
Secretary of State

Dartmouth-Hitchcock

Dartmouth-Hitchcock
Dartmouth-Hitchcock Medical Center
1 Medical Center Drive
Lebanon, NH 03756
Dartmouth-Hitchcock.org

CERTIFICATE OF VOTE/AUTHORITY

I, Edward Stansfield, III, of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital, do hereby certify that:

1. I am the duly elected Vice Chair of the Board of Trustees of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital;
2. The following is a true and accurate excerpt from the December 7th, 2012 Bylaws of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital:

   ARTICLE I – Section A. Fiduciary Duty. Stewardship over Corporate Assets

   "In exercising this [fiduciary] duty, the Board may, consistent with the Corporation's Articles of Agreement and these Bylaws, delegate authority to the Board of Governors, Board Committees and various officers the right to give input with respect to issues and strategies, incur indebtedness, make expenditures, enter into contracts and agreements and take such other binding actions on behalf of the Corporation as may be necessary or desirable."
3. Article I – Section A, as referenced above, provides authority for the chief officers, including the Chief Financial Officer, of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital to sign and deliver, either individually or collectively, on behalf of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital.
4. Daniel P. Jantzen is the Chief Financial Officer of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital and therefore has the authority to enter into contracts and agreements on behalf of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital.

IN WITNESS WHEREOF, I have hereunto set my hand as the Vice Chair of the Board of Trustees of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital this 14th day of August, 2019.

Edward H. Stansfield, III, Board Vice Chair

STATE OF NH

COUNTY OF GRAFTON

The foregoing instrument was acknowledged before me this 14th day of August, 2019, by Edward Stansfield.

LAURA K. RONDEAU
NOTARY PUBLIC
STATE OF NEW HAMPSHIRE
- MY COMMISSION EXPIRES APRIL 19, 2022 -

Notary Public
My Commission Expires: April 19, 2022

CERTIFICATE OF INSURANCE

DATE: June 6, 2019

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

INSURED
Mary Hitchcock Memorial Hospital – DH-H
One Medical Center Drive
Lebanon, NH 03756
(603)653-6850

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

COVERAGES

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

TYPE OF INSURANCE		POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
GENERAL LIABILITY		0002019-A	07/01/2019	06/30/2020	EACH OCCURRENCE	$1,000,000
					DAMAGE TO RENTED PREMISES	$100,000
X	CLAIMS MADE				MEDICAL EXPENSES	N/A
					PERSONAL & ADV INJURY	$1,000,000
	OCCURRENCE				GENERAL AGGREGATE	
OTHER					PRODUCTS-COMP/OP AGG	$1,000,000
PROFESSIONAL LIABILITY		0002019-A	07/01/2019	06/30/2020	EACH CLAIM	$1,000,000
X	CLAIMS MADE				ANNUAL AGGREGATE	$3,000,000
	OCCURENCE					
OTHER						

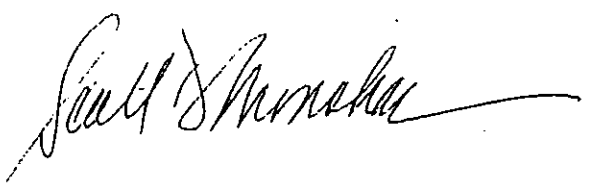
DESCRIPTION OF OPERATIONS/ LOCATIONS/ VEHICLES/ SPECIAL ITEMS (LIMITS MAY BE SUBJECT TO RETENTIONS)

Certificate of Insurance issued as evidence of insurance for the development and operation of a substance use disorder treatment and recovery facility.

CERTIFICATE HOLDER

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

AUTHORIZED REPRESENTATIVES



DARTHIT-01 DMCDONALD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/27/2019

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

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

PRODUCER License # 1780862 HUB International New England 100 Central Street, Suite 201 Holliston, MA 01746	CONTACT NAME: Dan McDonald PHONE (A/C, No, Ext): (508) 808-7293 FAX (A/C, No): (866) 235-7129 E-MAIL ADDRESS: dan.mcdonald@hubinternational.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Safety National Casualty Corporation — 15105
INSURED Dartmouth-Hitchcock Health 1 Medical Center Dr. Lebanon, NH 03756	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N ☐ N / A If yes, describe under DESCRIPTION OF OPERATIONS below			AGC4059104	7/1/2019	7/1/2020	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

CERTIFICATE HOLDER	CANCELLATION
For Record Purposes	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

Dartmouth-Hitchcock

Mission, Vision, & Values

Our Mission

We advance health through research, education, clinical practice, and community partnerships, providing each person the best care, in the right place, at the right time, every time.

Our Vision

Achieve the healthiest population possible, leading the transformation of health care in our region and setting the standard for our nation.

Values

- Respect
- Integrity
- Commitment
- Transparency
- Trust
- Teamwork
- Stewardship
- Community

Dartmouth-Hitchcock Health and Subsidiaries

Consolidated Financial Statements
June 30, 2018 and 2017

Dartmouth-Hitchcock Health and Subsidiaries
Index
June 30, 2018 and 2017

Report of Independent Auditors

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

We have audited the accompanying consolidated financial statements of Dartmouth-Hitchcock Health and its subsidiaries (the "Health System"), which comprise the consolidated balance sheets as of June 30, 2018 and June 30, 2017, and the related consolidated statements of operations, changes in net assets and cash flows for the years then ended.

Management's Responsibility for the Consolidated Financial Statements

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

Auditors' Responsibility

Our responsibility is to express an opinion on the consolidated financial statements based on our audits. We did not audit the financial statements of Alice Peck Day Hospital, a subsidiary whose sole member is Dartmouth-Hitchcock Health, which statements reflect total assets of 2.8% of consolidated total assets at June 30, 2017 and total revenues of 3.3% of consolidated total revenue for the year then ended. Those statements were audited by other auditors whose report thereon has been furnished to us, and our opinion expressed herein, insofar as it relates to the amounts included for Alice Peck Day Hospital, is based solely on the report of the other auditors. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

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

Opinion

In our opinion, based on our audits and the report of the other auditors, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Dartmouth-Hitchcock Health and its subsidiaries as of June 30, 2018 and June 30, 2017, and the results of their operations, changes in net assets and cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matter

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

PricewaterhouseCoopers LLP

Boston, Massachusetts
November 7, 2018

Dartmouth-Hitchcock Health and Subsidiaries
Consolidated Balance Sheets
Years Ended June 30, 2018 and 2017

(in thousands of dollars)	2018	2017
Assets		
Current assets		
Cash and cash equivalents	$ 200,169	$ 68,498
Patient accounts receivable, net of estimated uncollectibles of $132,228 and $121,340 at June 30, 2018 and 2017 (Note 3)	219,228	237,260
Prepaid expenses and other current assets	97,502	89,203
Total current assets	516,899	394,961
Assets limited as to use (Notes 4 and 6)	706,124	662,323
Other investments for restricted activities (Notes 4 and 6)	130,896	124,529
Property, plant, and equipment, net (Note 5)	607,321	609,975
Other assets	108,785	97,120
Total assets	$ 2,070,025	$ 1,888,908
Liabilities and Net Assets		
Current liabilities		
Current portion of long-term debt (Note 9)	$ 3,464	$ 18,357
Current portion of liability for pension and other postretirement plan benefits (Note 10)	3,311	3,220
Accounts payable and accrued expenses (Note 12)	95,753	89,160
Accrued compensation and related benefits	125,576	114,911
Estimated third-party settlements (Note 3)	41,141	27,433
Total current liabilities	269,245	253,081
Long-term debt, excluding current portion (Note 9)	752,975	616,403
Insurance deposits and related liabilities (Note 11)	55,516	50,960
Interest rate swaps (Notes 6 and 9)	-	20,916
Liability for pension and other postretirement plan benefits, excluding current portion (Note 10)	242,227	282,971
Other liabilities	88,127	90,548
Total liabilities	1,408,090	1,314,879
Commitments and contingencies (Notes 3, 5, 6, 9, and 12)		
Net assets		
Unrestricted (Note 8)	524,102	424,947
Temporarily restricted (Notes 7 and 8)	82,439	94,917
Permanently restricted (Notes 7 and 8)	55,394	54,165
Total net assets	661,935	574,029
Total liabilities and net assets	$ 2,070,025	$ 1,888,908

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

Dartmouth-Hitchcock Health and Subsidiaries
Consolidated Statements of Operations and Changes in Net Assets
Years Ended June 30, 2018 and 2017

(in thousands of dollars)	2018	2017
Unrestricted revenue and other support		
Net patient service revenue, net of contractual allowances and discounts	$ 1,899,095	$ 1,859,192
Provision for bad debts (Note 1 and 3)	47,367	63,645
Net patient service revenue less provision for bad debts	1,851,728	1,795,547
Contracted revenue (Note 2)	54,969	43,671
Other operating revenue (Note 2 and 4)	148,946	119,177
Net assets released from restrictions	13,461	11,122
Total unrestricted revenue and other support	2,069,104	1,969,517
Operating expenses		
Salaries	989,263	966,352
Employee benefits	229,683	244,855
Medical supplies and medications	340,031	306,080
Purchased services and other	291,372	289,805
Medicaid enhancement tax (Note 3)	67,692	65,069
Depreciation and amortization	84,778	84,562
Interest (Note 9)	18,822	19,838
Total operating expenses	2,021,641	1,976,561
Operating income (loss)	47,463	(7,044)
Non-operating gains (losses)		
Investment gains (Notes 4 and 9)	40,387	51,056
Other losses	(2,908)	(4,153)
Loss on early extinguishment of debt	(14,214)	-
Loss due to swap termination	(14,247)	-
Contribution revenue from acquisition	-	20,215
Total non-operating gains, net	9,018	67,118
Excess of revenue over expenses	$ 56,481	$ 60,074

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

Dartmouth-Hitchcock Health and Subsidiaries
Consolidated Statements of Operations and Changes in Net Assets
Years Ended June 30, 2018 and 2017

(in thousands of dollars)	2018	2017
Unrestricted net assets		
Excess of revenue over expenses	$ 56,481	$ 60,074
Net assets released from restrictions	16,313	1,839
Change in funded status of pension and other postretirement benefits (Note 10)	8,254	(1,587)
Other changes in net assets	(185)	(3,364)
Change in fair value of interest rate swaps (Note 9)	4,190	7,802
Change in interest rate swap effectiveness	14,102	-
Increase in unrestricted net assets	99,155	64,764
Temporarily restricted net assets		
Gifts, bequests, sponsored activities	13,050	26,592
Investment gains	2,964	1,677
Change in net unrealized gains on investments	1,282	3,775
Net assets released from restrictions	(29,774)	(12,961)
Contribution of temporarily restricted net assets from acquisition	-	103
(Decrease) increase in temporarily restricted net assets	(12,478)	19,186
Permanently restricted net assets		
Gifts and bequests	1,121	300
Investment gains in beneficial interest in trust	108	245
Contribution of permanently restricted net assets from acquisition	-	30
Increase in permanently restricted net assets	1,229	575
Change in net assets	87,906	84,525
Net assets		
Beginning of year	574,029	489,504
End of year	$ 661,935	$ 574,029

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

Dartmouth-Hitchcock Health and Subsidiaries
Consolidated Statements of Cash Flows
Years Ended June 30, 2018 and 2017

(in thousands of dollars)	2018	2017
Cash flows from operating activities		
Change in net assets	$ 87,906	$ 84,525
Adjustments to reconcile change in net assets to net cash provided by operating and non-operating activities		
Change in fair value of interest rate swaps	(4,897)	(8,001)
Provision for bad debt	47,367	63,645
Depreciation and amortization	84,947	84,711
Contribution revenue from acquisition	-	(20,348)
Change in funded status of pension and other postretirement benefits	(8,254)	1,587
(Gain) loss on disposal of fixed assets	(125)	1,703
Net realized gains and change in net unrealized gains on investments	(45,701)	(57,255)
Restricted contributions and investment earnings	(5,460)	(4,374)
Proceeds from sales of securities	1,531	809
Loss from debt defeasance	14,214	381
Changes in assets and liabilities		
Patient accounts receivable, net	(29,335)	(35,811)
Prepaid expenses and other current assets	(8,299)	7,386
Other assets, net	(11,665)	(8,934)
Accounts payable and accrued expenses	19,693	(17,820)
Accrued compensation and related benefits	10,665	10,349
Estimated third-party settlements	13,708	7,783
Insurance deposits and related liabilities	4,556	(5,927)
Liability for pension and other postretirement benefits	(32,399)	8,935
Other liabilities	(2,421)	11,431
Net cash provided by operating and non-operating activities	136,031	124,775
Cash flows from investing activities		
Purchase of property, plant, and equipment	(77,598)	(77,361)
Proceeds from sale of property, plant, and equipment	-	1,087
Purchases of investments	(279,407)	(259,201)
Proceeds from maturities and sales of investments	273,409	276,934
Cash received through acquisition	-	3,564
Net cash used in investing activities	(83,596)	(54,977)
Cash flows from financing activities		
Proceeds from line of credit	50,000	65,000
Payments on line of credit	(50,000)	(101,550)
Repayment of long-term debt	(413,104)	(48,506)
Proceeds from issuance of debt	507,791	39,064
Repayment of interest rate swap	(16,019)	-
Payment of debt issuance costs	(4,892)	(274)
Restricted contributions and investment earnings	5,460	4,374
Net cash provided by (used in) financing activities	79,236	(41,892)
Increase in cash and cash equivalents	131,671	27,906
Cash and cash equivalents		
Beginning of year	68,498	40,592
End of year	$ 200,169	$ 68,498
Supplemental cash flow information		
Interest paid	$ 18,029	$ 23,407
Net assets acquired as part of acquisition, net of cash aquired	-	16,784
Non-cash proceeds from issuance of debt	137,281	-
Use of non-cash proceeds to refinance debt	(137,281)	-
Building construction in process financed by a third party	-	8,426
Construction in progress included in accounts payable and accrued expenses	1,569	14,669
Equipment acquired through issuance of capital lease obligations	17,670	-
Donated securities	1,531	809

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

1. Organization and Community Benefit Commitments

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

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

D-HH, MHMH, DHC, NLH, Cheshire, and APD are NH not-for-profit corporations exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code (IRC). MAHHC and VNH are VT not-for-profit corporations exempt from federal income taxes under Section 501(c)(3) of the IRC.

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

Consistent with this mission, the Health System provides high quality, cost effective, comprehensive, and integrated healthcare to individuals, families, and the communities it serves regardless of a patient's ability to pay. The Health System actively supports community-based healthcare and promotes the coordination of services among healthcare providers and social services organizations. In addition, the Health System also seeks to work collaboratively with other area healthcare providers to improve the health status of the region. As a component of an integrated academic medical center, the Health System provides significant support for academic and research programs.

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

- *Community health services* include activities carried out to improve community health and could include community health education (such as lectures, programs, support groups, and materials that promote wellness and prevent illness), community-based clinical services (such as free clinics and health screenings), and healthcare support services (enrollment assistance in public programs, assistance in obtaining free or reduced costs medications, telephone information services, or transportation programs to enhance access to care, etc.).

- *Subsidized health services* are services provided by the Health System, resulting in financial losses that meet the needs of the community and would not otherwise be available to participate unless the responsibility was assumed by the government.
- *Research support and other grants* represent costs in excess of awards for numerous health research and service initiatives awarded to the organizations within the Health System.
- *Community health-related initiatives* occur outside of the organization(s) through various financial contributions of cash, in-kind, and grants to local organizations.
- *Community-building activities* include cash, in-kind donations, and budgeted expenditures for the development of programs and partnerships intended to address social and economic determinants of health. Examples include physical improvements and housing, economic development, support system enhancements, environmental improvements, leadership development and training for community members, community health improvement advocacy, and workforce enhancement. Community benefit operations includes costs associated with staff dedicated to administering benefit programs, community health needs assessment costs, and other costs associated with community benefit planning and operations.
- *Charity care (financial assistance)* represents services provided to patients who cannot afford healthcare services due to inadequate financial resources which result from being uninsured or underinsured. For the years ended June 30, 2018 and 2017, the Health System provided financial assistance to patients in the amount of approximately $39,446,000 and $29,934,000, respectively, as measured by gross charges. The estimated cost of providing this care for the years ended June 30, 2018 and 2017 was approximately $15,559,000 and $12,173,000, respectively. The estimated costs of providing charity care services are determined applying a ratio of costs to charges to the gross uncompensated charges associated with providing care to charity patients. The ratio of costs to charges is calculated using total expenses, less bad debt, divided by gross revenue.
- *Government-sponsored healthcare services* are provided to Medicaid and Medicare patients at reimbursement levels that are significantly below the cost of the care provided.
- *The uncompensated cost of care for Medicaid* patients reported in the unaudited Community Benefits Reports for 2017 was approximately $126,867,000. The 2018 Community Benefits Reports are expected to be filed in February 2019.

The following table summarizes the value of the community benefit initiatives outlined in the Health System's most recently filed Community Benefit Reports for the year ended June 30, 2017:

(Unaudited, in thousands of dollars)

Government-sponsored healthcare services	$	287,845
Health professional education		33,197
Subsidized health services		30,447
Charity care		11,070
Community health services		6,829
Research		3,308
Community building activities		1,487
Financial contributions		1,417
Community benefit operations		913
Total community benefit value	$	376,513

The Health System also provides a significant amount of uncompensated care to its patients that are reported as provision for bad debts, which is not included in the amounts reported above. During the years ended June 30, 2018 and 2017, the Health System reported a provision for bad debt expense of approximately $47,367,000 and $63,645,000, respectively.

2. Summary of Significant Accounting Policies

Basis of Presentation

The consolidated financial statements are prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America, and have been prepared consistent with the Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 954, *Healthcare Entities*, which addresses the accounting for healthcare entities. The net assets, revenue, expenses, and gains and losses of healthcare entities are classified based on the existence or absence of donor-imposed restrictions. Accordingly, unrestricted net assets are amounts not subject to donor-imposed stipulations and are available for operations. Temporarily restricted net assets are those whose use has been limited by donors to a specific time period or purpose. Permanently restricted net assets have been restricted by donors to be maintained in perpetuity. All significant intercompany transactions have been eliminated upon consolidation.

Use of Estimates

The preparation of the consolidated financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the dates of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting periods. The most significant areas that are affected by the use of estimates include the allowance for estimated uncollectible accounts and contractual allowances, valuation of certain investments, estimated third-party settlements, insurance reserves, and pension obligations. Actual results may differ from those estimates.

Excess of Revenue over Expenses

The consolidated statements of operations and changes in net assets include the excess of revenue over expenses. Operating revenues consist of those items attributable to the care of patients, including contributions and investment income on unrestricted investments, which are utilized to provide charity and other operational support. Peripheral activities, including unrestricted contribution income from acquisitions, loss on early extinguishment of debt, loss due to swap termination, realized gains/losses on sales of investment securities and changes in unrealized gains/losses in investments are reported as non-operating gains (losses).

Changes in unrestricted net assets which are excluded from the excess of revenue over expenses, consistent with industry practice, include contributions of long-lived assets (including assets acquired using contributions which by donor restriction were to be used for the purpose of acquiring such assets), change in funded status of pension and other postretirement benefit plans, and the effective portion of the change in fair value of interest rate swaps.

Charity Care and Provision for Bad Debts

The Health System provides care to patients who meet certain criteria under their financial assistance policies without charge or at amounts less than their established rates. Because the Health System does not anticipate collection of amounts determined to qualify as charity care, they are not reported as revenue.

The Health System grants credit without collateral to patients. Most are local residents and are insured under third-party arrangements. Additions to the allowance for uncollectible accounts are made by means of the provision for bad debts. Accounts written off as uncollectible are deducted from the allowance and subsequent recoveries are added. The amount of the provision for bad debts is based upon management's assessment of historical and expected net collections, business and economic conditions, trends in federal and state governmental healthcare coverage, and other collection indicators (Notes 1 and 3).

Net Patient Service Revenue
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 and bad debt expense. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and adjusted in future periods as estimates change or final settlements are determined (Note 3).

Contracted Revenue
The Health System has various Professional Service Agreements (PSAs), pursuant to which certain organizations purchase services of personnel employed by the Health System and also lease space and equipment. Revenue pursuant to these PSAs and certain facility and equipment leases and other professional service contracts have been classified as contracted revenue in the accompanying consolidated statements of operations and changes in net assets.

Other Revenue
The Health System recognizes other revenue which is not related to patient medical care but is central to the day-to-day operations of the Health System. This revenue includes retail pharmacy, joint operating agreements, grant revenue, cafeteria sales, meaningful use incentive payments and other support service revenue.

Cash Equivalents
Cash equivalents include investments in highly liquid investments with maturities of three months or less when purchased, excluding amounts where use is limited by internal designation or other arrangements under trust agreements or by donors.

Investments and Investment Income
Investments in equity securities with readily determinable fair values, mutual funds and pooled/comingled funds, and all investments in debt securities are considered to be trading securities reported at fair value with changes in fair value included in the excess of revenues over expenses. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date (Note 6).

Investments in pooled/commingled investment funds, private equity funds and hedge funds that represent investments where the Health System owns shares or units of funds rather than the underlying securities in that fund are valued using the equity method of accounting with changes in value recorded in the excess of revenues over expenses. All investments, whether held at fair value or under the equity method of accounting, are reported at what the Health System believes to be the amount they would expect to receive if it liquidated its investments at the balance sheet dates on a nondistressed basis.

Certain affiliates of the Health System are partners in a NH general partnership established for the purpose of operating a master investment program of pooled investment accounts. Substantially all of the Health System's board-designated and permanently restricted assets were invested in these pooled funds by purchasing units based on the fair value of the pooled funds at the end of the month prior to receipt of any new additions to the funds. Interest, dividends, and realized and unrealized gains and losses earned on pooled funds are allocated monthly based on the weighted average units outstanding at the prior month-end.

Investment income or losses (including change in unrealized and realized gains and losses on unrestricted investments, change in value of equity method investments, interest, and dividends) are included in the excess of revenue over expenses and classified as non-operating gains and losses, unless the income or loss is restricted by donor or law (Note 8).

Fair Value Measurement of Financial Instruments
The Health System estimates fair value based on a valuation framework that uses a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements). The three levels of fair value hierarchy, as defined by ASC 820, *Fair Value Measurements and Disclosures*, are described below:

Level 1 Unadjusted quoted prices in active markets that are accessible at the measurement date for assets or liabilities.

Level 2 Prices other than quoted prices in active markets that are either directly or indirectly observable as of the date of measurement.

Level 3 Prices or valuation techniques that are both significant to the fair value measurement and unobservable.

The Health System applies the accounting provisions of Accounting Standards Update (ASU) 2009-12, *Investments in Certain Entities That Calculate Net Asset Value per Share (or its Equivalent)* (ASU 2009-12). ASU 2009-12 allows for the estimation of fair value of investments for which the investment does not have a readily determinable fair value, to use net asset value (NAV) per share or its equivalent as a practical expedient, subject to the Health System's ability to redeem its investment.

The carrying amount of patient accounts receivable, prepaid and other current assets, accounts payable and accrued expenses approximates fair value due to the short maturity of these instruments.

Property, Plant, and Equipment
Property, plant, and equipment, and other real estate are stated at cost at the time of purchase or fair value at the time of donation, less accumulated depreciation. The Health System's policy is to capitalize expenditures for major improvements and to charge expense for maintenance and repair expenditures which do not extend the lives of the related assets. The provision for depreciation has been determined using the straight-line method at rates which are intended to amortize the cost of assets over their estimated useful lives which range from 10 to 40 years for buildings and improvements, 2 to 20 years for equipment, and the shorter of the lease term, or 5 to 12 years, for leasehold improvements. Certain software development costs are amortized using the straight-line method over a period of up to 10 years. Net interest cost incurred on borrowed funds during the period of construction of capital assets is capitalized as a component of the cost of acquiring those assets.

The fair value of a liability for legal obligations associated with asset retirements is recognized in the period in which it is incurred, if a reasonable estimate of the fair value of the obligation can be made. When a liability is initially recorded, the cost of the asset retirement obligation is capitalized by increasing the carrying amount of the related long-lived asset. Over time, the liability is accreted to its present value each period and the capitalized cost associated with the retirement is depreciated over the useful life of the related asset. Upon settlement of the obligation, any difference between the actual cost to settle the asset retirement obligation and the liability recorded is recognized as a gain or loss in the consolidated statements of operations and changes in net assets.

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

Bond Issuance Costs
Bond issuance costs, classified on the consolidated balance sheets within long-term debt, are amortized over the term of the related bonds. Amortization is recorded within depreciation and amortization in the consolidated statements of operations and changes in net assets using the straight-line method which approximates the effective interest method.

Trade Names
The Health System records trade names as intangible assets within other assets on the consolidated statements of financial position. The Health System considers trade names to be indefinite-lived assets, assesses them at least annually for impairment or more frequently if certain events or circumstances warrant and recognizes impairment charges for amounts by which the carrying values exceed their fair values. The Health System has recorded $2,462,000 and $2,700,000 as intangible assets associated with its affiliations as of June 30, 2018 and 2017, respectively.

Derivative Instruments and Hedging Activities
The Health System applies the provisions of ASC 815, *Derivatives and Hedging*, to its derivative instruments, which require that all derivative instruments be recorded at their respective fair values in the consolidated balance sheets.

On the date a derivative contract is entered into, the Health System designates the derivative as a cash-flow hedge of a forecasted transaction or the variability of cash flows to be received or paid related to a recognized asset or liability. For all hedge relationships, the Health System formally documents the hedging relationship and its risk-management objective and strategy for undertaking the hedge, the hedging instrument, the nature of the risk being hedged, how the hedging instrument's effectiveness in offsetting the hedged risk will be assessed, and a description of the method of measuring ineffectiveness. This process includes linking cash-flow hedges to specific assets and liabilities on the consolidated balance sheets, specific firm commitments or forecasted transactions. The Health System also formally assesses, both at the hedge's inception and on an ongoing basis, whether the derivatives that are used in hedging transactions are highly effective in offsetting changes in variability of cash flows of hedged items. Changes in the fair value of a derivative that is highly effective and that is designated and qualifies as a cash-flow hedge are recorded in unrestricted net assets until earnings are affected by the variability in cash

flows of the designated hedged item. The ineffective portion of the change in fair value of a cash flow hedge is reported in excess of revenue over expenses in the consolidated statements of operations and changes in net assets.

The Health System discontinues hedge accounting prospectively when it is determined: (a) the derivative is no longer effective in offsetting changes in the cash flows of the hedged item; (b) the derivative expires or is sold, terminated, or exercised; (c) the derivative is undesignated as a hedging instrument because it is unlikely that a forecasted transaction will occur; (d) a hedged firm commitment no longer meets the definition of a firm commitment; and (e) management determines that designation of the derivative as a hedging instrument is no longer appropriate.

In all situations in which hedge accounting is discontinued, the Health System continues to carry the derivative at its fair value on the consolidated balance sheets and recognizes any subsequent changes in its fair value in excess of revenue over expenses.

Gifts and Bequests
Unrestricted gifts and bequests are recorded net of related expenses as non-operating gains. Conditional promises to give and indications of intentions to give to the Health System are reported at fair value at the date the gift is received. Gifts are reported as either temporarily or permanently restricted if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified as unrestricted net assets and reported in the consolidated statements of operations and changes in net assets as net assets released from restrictions.

Recently Issued Accounting Pronouncements
In May 2014, the FASB issued ASU 2014-09 - *Revenue from Contracts with Customers* and in August 2015, the FASB amended the guidance to defer the effective date of this standard by one year. ASU 2014-09 affects any entity that either enters into contracts with customers to transfer goods or services or enters into contracts for the transfer of nonfinancial assets unless those contracts are within the scope of other standards. The core principle of the guidance in ASU 2014-09 is that an entity should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. The Health System is in the process of completing an evaluation of the requirements of the new standard, which became effective on July 1, 2018. In addition, the Health System is in the process of drafting the new disclosures required post implementation. The Health System plans to use a modified retrospective method of application to adopt ASU 2014-09 on July 1, 2018. The Health System will use a portfolio approach to apply the new model to classes of payers with similar characteristics and analyze cash collection trends over an appropriate collection look-back period depending on the payer. Adoption of ASU 2014-09 will result in changes to the presentation for and disclosure of revenue related to uninsured or underinsured patients. Prior to the adoption of ASU 2014-09, a significant portion of the provision for doubtful accounts related to self-pay patients, as well as co-pays and deductibles owed to the Health System by patients. Under ASU 2014-09, the estimated uncollectible amounts due from these patients are generally considered a direct reduction to net operating revenues and, correspondingly, result in a material reduction in the amounts presented separately as provision for doubtful accounts. The Health System is also in the process of completing an assessment of the impact of the new standard on other operating revenue and various reimbursement programs that represent variable consideration. These include supplemental state Medicaid programs, disproportionate share payments and settlements with third party payers. The payment mechanisms for these types of programs vary by state. While the adoption of ASU 2014-09 will

have a material effect on the presentation of net operating revenues in the Health System's consolidated statements of operations and changes in net assets, and will impact certain disclosures, it will not materially impact the financial position, results of operations or cash flows.

In February 2016, the FASB issued ASU 2016-02 - *Leases*, which requires a lessee to recognize a right-of-use asset and a lease liability, initially measured at the present value of the lease payments, on its balance sheet. The standard also requires a lessee to recognize a single lease cost, calculated so that the cost of the lease is allocated over the lease term, on a generally straight-line basis. The guidance also expands the required quantitative and qualitative disclosures surrounding leases. The ASU is effective for fiscal years beginning after December 15, 2018, or fiscal year 2020 for the Health System. The Health System is evaluating the impact of the new guidance on the consolidated financial statements.

In January 2016, the FASB issued ASU 2016-01- *Recognition and Measurement of Financial Assets and Financial Liabilities*, which address certain aspects of recognition, measurement, presentation and disclosure of financial instruments. This guidance allows an entity to choose, investment-by-investment, to report an equity investment that neither has a readily determinable fair value, nor qualifies for the practical expedient for fair value estimation using NAV, at its cost minus impairment (if any), plus or minus changes resulting from observable price changes in orderly transactions for the identical or similar investment of the same issue. Impairment of such investments must be assessed qualitatively at each reporting period. Entities must disclose their financial assets and liabilities by measurement category and form of asset either on the face of the balance sheet or in the accompanying notes. The ASU is effective for annual reporting periods beginning after December 15, 2018 or fiscal year 2020 for the Health System. The provision to eliminate the requirement to disclose the fair value of financial instruments measured at cost (such as the fair value of debt) was early adopted during the year ended June 30, 2017.

In August 2016, the FASB issued ASU 2016-14 - *Presentation of Financial Statements for Not-for-Profit Entities*. The new pronouncement amends certain financial reporting requirements for not-for-profit entities, including revisions to the classification of net assets and expanded disclosure requirements concerning expenses and liquidity. The ASU is effective for the Health System for the year ending June 30, 2019. The Health System is evaluating the impact of the new guidance on the consolidated financial statements.

3. Patient Service Revenue and Accounts Receivable

Patient service revenue is reported net of contractual allowances and the provision for bad debts as follows for the years ended June 30, 2018 and 2017:

(in thousands of dollars)	2018	2017
Gross patient service revenue	$ 5,180,649	$ 4,865,332
Less: Contractual allowances	3,281,554	3,006,140
Provision for bad debt	47,367	63,645
Net patient service revenue	$ 1,851,728	$ 1,795,547

Accounts receivable are reduced by an allowance for estimated uncollectibles. In evaluating the collectability of accounts receivable, the Health System analyzes past collection history and identifies trends for several categories of self-pay accounts (uninsured, residual balances, pre-collection accounts and charity) to estimate the appropriate allowance percentages in establishing

the allowance for bad debt expense. Management performs collection rate look-back analyses on a quarterly basis to evaluate the sufficiency of the allowance for estimated uncollectibles. Throughout the year, after all reasonable collection efforts have been exhausted, the difference between the standard rates and the amounts actually collected, including contractual adjustments and uninsured discounts, will be written off against the allowance for estimated uncollectibles. In addition to the review of the categories of revenue, management monitors the write offs against established allowances as of a point in time to determine the appropriateness of the underlying assumptions used in estimating the allowance for estimated uncollectibles.

Accounts receivable, prior to adjustment for estimated uncollectibles, are summarized as follows at June 30, 2018 and 2017:

(in thousands of dollars)	2018	2017
Receivables		
Patients	$ 94,104	$ 90,786
Third-party payors	250,657	263,240
Nonpatient	6,695	4,574
	$ 351,456	$ 358,600

The allowance for estimated uncollectibles is $132,228,000 and $121,340,000 as of June 30, 2018 and 2017.

The following table categorizes payors into five groups and their respective percentages of gross patient service revenue for the years ended June 30, 2018 and 2017:

	2018	2017
Medicare	43 %	43 %
Anthem/Blue Cross	18	18
Commercial insurance	20	20
Medicaid	13	13
Self-pay/other	6	6
	100 %	100 %

The Health System has agreements with third-party payors that provide for payments at amounts different from their established rates. A summary of the acute care payment arrangements in effect during the years ended June 30, 2018 and 2017 with major third-party payors follows:

Medicare
The Health System's inpatient acute care services provided to Medicare program beneficiaries are paid at prospectively determined rates-per-discharge. These rates vary according to a patient classification system that is based on diagnostic, clinical and other factors. In addition, inpatient capital costs (depreciation and interest) are reimbursed by Medicare on the basis of a prospectively determined rate per discharge. Medicare outpatient services are paid on a prospective payment system. Under this system, outpatient services are reimbursed based on a pre-determined amount for each outpatient procedure, subject to various mandated modifications. The Health System is reimbursed during the year for services to Medicare beneficiaries based on varying interim

payment methodologies. Final settlement is determined after the submission of an annual cost report and subsequent audit of this report by the Medicare fiscal intermediary.

Certain of the Health System's affiliates qualify as Critical Access Hospitals (CAH), which are reimbursed by Medicare at 101% of reasonable costs, subject to 2% sequestration, for its inpatient acute, swing bed, and outpatient services, excluding ambulance services and inpatient hospice care. They are reimbursed at an interim rate for cost based services with a final settlement determined by the Medicare Cost Report filing. The nursing home and Rehabilitation distinct part units are not impacted by CAH designation. Medicare reimburses both services based on an acuity driven prospective payment system with no retrospective settlement.

Certain of the Health System's affiliates qualify as Home Health and Hospice Providers. Providers of home health services to clients eligible for Medicare home health benefits are paid on a prospective basis, with no retrospective settlement. The prospective payment is based on the scoring attributed to the acuity level of the client at a rate determined by federal guidelines. Hospice services to clients eligible for Medicare hospice benefits are paid on a per diem basis, with no retrospective settlement, provided the aggregate annual Medicare reimbursement is below a predetermined aggregate capitated rate. Revenue is recognized as the services are performed based on the fixed rate amount.

Medicaid
The Health System's payments for inpatient services rendered to NH Medicaid beneficiaries are based on a prospective payment system, while outpatient services are reimbursed on a retrospective cost basis or fee schedules. NH Medicaid Outpatient Direct Medical Education costs are reimbursed, as a pass-through, based on the filing of the Medicare cost report. Payment for inpatient and outpatient services rendered to VT Medicaid beneficiaries are based on prospective payment systems and the skilled nursing facility is reimbursed on a prospectively determined per diem rate.

During the years ended June 30, 2018 and 2017, the Health System recorded State of NH Medicaid Enhancement Tax (MET) and State of VT Provider Tax of $67,692,000 and $65,069,000, respectively. The taxes are calculated at 5.4% for NH and 6% for VT of certain net patient revenues in accordance with instructions received from the States. The provider taxes are included in Medicaid enhancement tax in the consolidated statements of operations and changes in net assets.

During fiscal year 2016, Vermont state legislation passed changes to the tax base for home health providers from 19.30% of core home health care services (primarily Medicaid services) with a cap of 6% of net patient service revenue to 3.63% of net patient revenue for fiscal year 2017 and fiscal year 2018. Home health provider tax paid, which is included in purchased services and other in the consolidated statements of operations and changes in net assets, was $737,000 and $645,000 in 2018 and 2017, respectively.

On June 30, 2014, the NH Governor signed into law a bi-partisan legislation reflecting an agreement between the State of NH and 25 NH hospitals on the Medicaid Enhancement Tax "SB 369". As part of this agreement the parties have agreed to resolve all pending litigation related to MET and Medicaid Rates, including the Catholic Medical Center Litigation, the Northeast Rehabilitation Litigation, 2014 DRA Refund Requests, and the State Rate Litigation.

In May of 2018, the State of NH and NH Hospitals reached a new seven-year agreement through 2024. Under the terms of this agreement, the hospitals agreed to accept approximately $28 million less in DSH payments to which they are entitled in fiscal year 2018 and fiscal year 2019 in exchange for greater certainty about both future DSH payments and increases in Medicaid reimbursement rates. The new agreement contains a number of safeguards. In the event of adverse federal legislative or administrative changes to the DSH program, the agreement provides for alternative payments (e.g., other Medicaid supplemental payments or rate increases that will compensate the hospitals for any loss of DSH revenue). Additionally, the hospitals have filed a declaratory judgment petition based on the terms of the 2018 agreement, to which the State of NH has consented and on which a court order has been entered. If the State of NH breaches any term of the 2018 agreement, the hospitals are entitled to recoup the balance of DSH payments forfeited in fiscal year 2018 and fiscal year 2019.

Pursuant to this agreement, the State of NH made DSH payments to D-HH member hospitals in NH in the aggregate amount of approximately $66,383,000 for fiscal year 2018. In fiscal year 2017, D-HH member hospitals in NH received approximately $59,473,000.

The Health Information Technology for Economic and Clinical Health (HITECH) Act included in the American Recovery and Reinvestment Act (ARRA) provides incentives for the adoption and use of health information technology by Medicare and Medicaid providers and eligible professionals. The Health System has recognized meaningful use incentives of $344,000 and $1,156,000 for both the Medicare and Vermont Medicaid programs during the years ended June 30, 2018 and 2017, respectively.

Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. Compliance with laws and regulations can be subject to future government review and interpretation as well as significant regulatory action; failure to comply with such laws and regulations can result in fines, penalties and exclusion from the Medicare and Medicaid programs.

Other

For services provided to patients with commercial insurance, the Health System receives payment for inpatient services at prospectively determined rates-per-discharge, prospectively determined per diem rates or a percentage of established charges. Outpatient services are reimbursed on a fee schedule or at a discount from established charges.

Non-acute and physician services are paid at various rates under different arrangements with governmental payors, commercial insurance carriers and health maintenance organizations. The basis for payments under these arrangements includes prospectively determined per visit rates, discounts from established charges, fee schedules, and reasonable cost subject to limitations.

The Health System has provided for its estimated final settlements with all payors based upon applicable contracts and reimbursement legislation and timing in effect for all open years (2013 - 2018). The differences between the amounts provided and the actual final settlement, if any, is recorded as an adjustment to net patient service revenue as amounts become known or as years are no longer subject to audits, reviews and investigations. During 2018 and 2017, changes in prior estimates related to the Health System's settlements with third-party payors resulted in (decreases) increases in net patient service revenue of ($5,604,000) and $2,000,000 respectively, in the consolidated statements of operations and changes in net assets.

4. Investments

The composition of investments at June 30, 2018 and 2017 is set forth in the following table:

(in thousands of dollars)	2018	2017
Assets limited as to use		
Internally designated by board		
Cash and short-term investments	$ 8,558	$ 9,923
U.S. government securities	50,484	44,835
Domestic corporate debt securities	109,240	100,953
Global debt securities	110,944	105,920
Domestic equities	142,796	129,548
International equities	106,668	95,167
Emerging markets equities	23,562	33,893
Real Estate Investment Trust	816	791
Private equity funds	50,415	39,699
Hedge funds	32,831	30,448
	636,314	591,177
Investments held by captive insurance companies (Note 11)		
U.S. government securities	30,581	18,814
Domestic corporate debt securities	16,764	21,681
Global debt securities	4,513	5,707
Domestic equities	8,109	9,048
International equities	7,971	13,888
	67,938	69,138
Held by trustee under indenture agreement (Note 9)		
Cash and short-term investments	1,872	2,008
Total assets limited as to use	706,124	662,323
Other investments for restricted activities		
Cash and short-term investments	4,952	5,467
U.S. government securities	28,220	28,096
Domestic corporate debt securities	29,031	27,762
Global debt securities	14,641	14,560
Domestic equities	20,509	18,451
International equities	17,521	15,499
Emerging markets equities	2,155	3,249
Real Estate Investment Trust	954	790
Private equity funds	4,878	3,949
Hedge funds	8,004	6,676
Other	31	30
Total other investments for restricted activities	130,896	124,529
Total investments	$ 837,020	$ 786,852

Investments are accounted for using either the fair value method or equity method of accounting, as appropriate on a case by case basis. The fair value method is used when debt securities or equity securities are traded on active markets and are valued at prices that are readily available in those markets. The equity method is used when investments are made in pooled/commingled investment funds that represent investments where shares or units are owned of pooled funds rather than the underlying securities in that fund. These pooled/commingled funds make underlying investments in securities from the asset classes listed above. All investments, whether the fair value or equity method of accounting is used, are reported at what the Health System believes to be the amount that the Health System would expect to receive if it liquidated its investments at the balance sheets date on a non-distressed basis.

The following tables summarize the investments by the accounting method utilized, as of June 30, 2018 and 2017. Accounting standards require disclosure of additional information for those securities accounted for using the fair value method, as shown in Note 6.

	2018		
(in thousands of dollars)	**Fair Value**	**Equity**	**Total**
Cash and short-term investments	$ 15,382	$ -	$ 15,382
U.S. government securities	109,285	-	109,285
Domestic corporate debt securities	95,481	59,554	155,035
Global debt securities	49,104	80,994	130,098
Domestic equities	157,011	14,403	171,414
International equities	60,002	72,158	132,160
Emerging markets equities	1,296	24,421	25,717
Real Estate Investment Trust	222	1,548	1,770
Private equity funds	-	55,293	55,293
Hedge funds	-	40,835	40,835
Other	31		31
	$ 487,814	$ 349,206	$ 837,020

	2017		
(in thousands of dollars)	**Fair Value**	**Equity**	**Total**
Cash and short-term investments	$ 17,398	$ -	$ 17,398
U.S. government securities	91,745	-	91,745
Domestic corporate debt securities	121,631	28,765	150,396
Global debt securities	45,660	80,527	126,187
Domestic equities	144,618	12,429	157,047
International equities	29,910	94,644	124,554
Emerging markets equities	1,226	35,916	37,142
Real Estate Investment Trust	128	1,453	1,581
Private equity funds	-	43,648	43,648
Hedge funds	-	37,124	37,124
Other	30	-	30
	$ 452,346	$ 334,506	$ 786,852

Investment income is comprised of the following for the years ended June 30, 2018 and 2017:

(in thousands of dollars)	2018	2017
Unrestricted		
Interest and dividend income, net	$ 12,324	$ 4,418
Net realized gains on sales of securities	24,411	16,868
Change in net unrealized gains on investments	4,612	30,809
	41,347	52,095
Temporarily restricted		
Interest and dividend income, net	1,526	1,394
Net realized gains on sales of securities	1,438	283
Change in net unrealized gains on investments	1,282	3,775
	4,246	5,452
Permanently restricted		
Change in net unrealized gains on beneficial interest in trust	108	245
	108	245
	$ 45,701	$ 57,792

For the years ended June 30, 2018 and 2017 unrestricted investment income is reflected in the accompanying consolidated statements of operations and changes in net assets as operating revenue of approximately $960,000 and $1,039,000 and as non-operating gains of approximately $40,387,000 and 51,056,000, respectively.

Private equity limited partnership shares are not eligible for redemption from the fund or general partner, but can be sold to third party buyers in private transactions that typically can be completed in approximately 90 days. It is the intent of the Health System to hold these investments until the fund has fully distributed all proceeds to the limited partners and the term of the partnership agreement expires. Under the terms of these agreements, the Health System has committed to contribute a specified level of capital over a defined period of time. Through June 30, 2018 and 2017, the Health System has committed to contribute approximately $137,219,000 and $119,719,000 to such funds, of which the Health System has contributed approximately $91,942,000 and $81,982,000 and has outstanding commitments of $45,277,000 and $37,737,000, respectively.

5. Property, Plant, and Equipment

Property, plant, and equipment are summarized as follows at June 30, 2018 and 2017:

(in thousands of dollars)	2018	2017
Land	$ 38,058	$ 38,058
Land improvements	42,295	37,579
Buildings and improvements	876,537	818,831
Equipment	818,902	766,667
Equipment under capital leases	20,966	20,495
	1,796,758	1,681,630
Less: Accumulated depreciation and amortization	1,200,549	1,101,058
Total depreciable assets, net	596,209	580,572
Construction in progress	11,112	29,403
	$ 607,321	$ 609,975

As of June 30, 2018, construction in progress primarily consists of the building renovations taking place at the birthing pavilion in Lebanon, NH as well as the information systems PeopleSoft project for APD and Cheshire. The estimated cost to complete the birthing pavilion at June 30, 2018 is $200,000 and the estimated cost to complete the PeopleSoft project is $2,775,000.

The construction in progress for the Hospice & Palliative Care building reported as of June 30, 2017 was completed during the second quarter of fiscal year 2018 and APD's medical office building was completed in the fourth quarter of fiscal year 2018.

Depreciation and amortization expense included in operating and non-operating activities was approximately $84,947,000 and $84,711,000 for 2018 and 2017, respectively.

6. Fair Value Measurements

The following is a description of the valuation methodologies for assets and liabilities measured at fair value on a recurring basis:

Cash and Short-Term Investments
Consists of money market funds and are valued at net asset value (NAV) reported by the financial institution.

Domestic, Emerging Markets and International Equities
Consists of actively traded equity securities and mutual funds which are valued at the closing price reported on an active market on which the individual securities are traded (Level 1 measurements).

U.S. Government Securities, Domestic Corporate and Global Debt Securities
Consists of U.S. government securities, domestic corporate and global debt securities, mutual funds and pooled/commingled funds that invest in U.S. government securities, domestic corporate and global debt securities. Securities are valued based on quoted market prices or dealer quotes where available (Level 1 measurement). If quoted market prices are not available, fair values are based on quoted market prices of comparable instruments or, if necessary, matrix pricing from a third party pricing vendor to determine fair value (Level 2 measurements). Matrix prices are based on quoted prices for securities with similar coupons, ratings and maturities, rather than on specific bids and offers for a designated security. Investments in mutual funds are measured based on the quoted NAV as of the close of business in the respective active market (Level 1 measurements).

Interest Rate Swaps
The fair value of interest rate swaps, are determined using the present value of the fixed and floating legs of the swaps. Each series of cash flows are discounted by observable market interest rate curves and credit risk. All interest rate swaps held by the Health System were extinguished as part of Series 2018A and Series 2018B bond issuance (Note 9).

The preceding methods may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, although management believes its valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

Investments are classified in their entirety based on the lowest level of input that is significant to the fair value measurement. The following tables set forth the consolidated financial assets and liabilities that were accounted for at fair value on a recurring basis as of June 30, 2018 and 2017:

	2018					
(in thousands of dollars)	Level 1	Level 2	Level 3	Total	Redemption or Liquidation	Days' Notice
Assets						
Investments						
Cash and short term investments	$ 15,382	$ -	$ -	$ 15,382	Daily	1
U.S. government securities	109,285	-	-	109,285	Daily	1
Domestic corporate debt securities	41,488	53,993	-	95,481	Daily–Monthly	1–15
Global debt securities	32,874	16,230	-	49,104	Daily–Monthly	1–15
Domestic equities	157,011	-	-	157,011	Daily–Monthly	1–10
International equities	59,924	78	-	60,002	Daily–Monthly	1–11
Emerging market equities	1,296	-	-	1,296	Daily–Monthly	1–7
Real estate investment trust	222	-	-	222	Daily–Monthly	1–7
Other	-	31	-	31	Not applicable	Not applicable
Total investments	417,482	70,332	-	487,814		
Deferred compensation plan assets						
Cash and short-term investments	2,637	-	-	2,637		
U.S. government securities	38	-	-	38		
Domestic corporate debt securities	3,749	-	-	3,749		
Global debt securities	1,089	-	-	1,089		
Domestic equities	18,470	-	-	18,470		
International equities	3,584	-	-	3,584		
Emerging market equities	28	-	-	28		
Real estate	9	-	-	9		
Multi strategy fund	46,680	-	-	46,680		
Guaranteed contract	-	-	86	86		
Total deferred compensation plan assets	76,284	-	86	76,370	Not applicable	Not applicable
Beneficial interest in trusts	-	-	9,374	9,374	Not applicable	Not applicable
Total assets	$ 493,766	$ 70,332	$ 9,460	$ 573,558		

	2017					
(in thousands of dollars)	Level 1	Level 2	Level 3	Total	Redemption or Liquidation	Days' Notice
Assets						
Investments						
Cash and short term investments	$ 17,398	$ -	$ -	$ 17,398	Daily	1
U.S. government securities	91,745	-	-	91,745	Daily	1
Domestic corporate debt securities	66,238	55,393	-	121,631	Daily–Monthly	1–15
Global debt securities	28,142	17,518	-	45,660	Daily–Monthly	1–15
Domestic equities	144,618	-	-	144,618	Daily–Monthly	1–10
International equities	29,870	40	-	29,910	Daily–Monthly	1–11
Emerging market equities	1,226	-	-	1,226	Daily–Monthly	1–7
Real estate investment trust	128	-	-	128	Daily–Monthly	1–7
Other	-	30	-	30	Not applicable	Not applicable
Total investments	379,365	72,981	-	452,346		
Deferred compensation plan assets						
Cash and short-term investments	2,633	-	-	2,633		
U.S. government securities	37	-	-	37		
Domestic corporate debt securities	8,802	-	-	8,802		
Global debt securities	1,095	-	-	1,095		
Domestic equities	28,609	-	-	28,609		
International equities	9,595	-	-	9,595		
Emerging market equities	2,706	-	-	2,706		
Real estate	2,112	-	-	2,112		
Multi strategy fund	13,083	-	-	13,083		
Guaranteed contract	-	-	83	83		
Total deferred compensation plan assets	68,672	-	83	68,755	Not applicable	Not applicable
Beneficial interest in trusts	-	-	9,244	9,244	Not applicable	Not applicable
Total assets	$ 448,037	$ 72,981	$ 9,327	$ 530,345		
Liabilities						
Interest rate swaps	$ -	$ 20,916	$ -	$ 20,916	Not applicable	Not applicable
Total liabilities	$ -	$ 20,916	$ -	$ 20,916		

The following table is a rollforward of the statements of financial instruments classified by the Health System within Level 3 of the fair value hierarchy defined above.

	2018		
(in thousands of dollars)	Beneficial Interest in Perpetual Trust	Guaranteed Contract	Total
Balances at beginning of year	$ 9,244	$ 83	$ 9,327
Purchases	-	-	-
Sales	-	-	-
Net unrealized gains	130	3	133
Net asset transfer from affiliate	-	-	-
Balances at end of year	$ 9,374	$ 86	$ 9,460

	2017		
(in thousands of dollars)	Beneficial Interest in Perpetual Trust	Guaranteed Contract	Total
Balances at beginning of year	$ 9,087	$ 80	$ 9,167
Purchases	-	-	-
Sales	-	-	-
Net unrealized gains	157	3	160
Net asset transfer from affiliate	-	-	-
Balances at end of year	$ 9,244	$ 83	$ 9,327

There were no transfers into and out of Level 1 and 2 measurements due to changes in valuation methodologies during the years ended June 30, 2018 and 2017.

7. Temporarily and Permanently Restricted Net Assets

Temporarily restricted net assets are available for the following purposes at June 30, 2018 and 2017:

(in thousands of dollars)	2018	2017
Healthcare services	$ 19,570	$ 32,583
Research	24,732	25,385
Purchase of equipment	3,068	3,080
Charity care	13,667	13,814
Health education	18,429	17,489
Other	2,973	2,566
	$ 82,439	$ 94,917

Permanently restricted net assets consist of the following at June 30, 2018 and 2017:

(in thousands of dollars)	2018	2017
Healthcare services	$ 23,390	$ 22,916
Research	7,821	7,795
Purchase of equipment	6,310	6,274
Charity care	8,883	6,895
Health education	8,784	10,228
Other	206	57
	$ 55,394	$ 54,165

Income earned on permanently restricted net assets is available for these purposes.

8. Board Designated and Endowment Funds

Net assets include numerous funds established for a variety of purposes including both donor-restricted endowment funds and funds designated by the Board of Trustees to function as endowments. Net assets associated with endowment funds, including funds designated by the Board of Trustees to function as endowments, are classified and reported based on the existence or absence of donor-imposed restrictions.

The Board of Trustees has interpreted the NH and VT Uniform Prudent Management of Institutional Funds Acts (UPMIFA or Act) for donor-restricted endowment funds as requiring the preservation of the original value of gifts, as of the gift date, to donor-restricted endowment funds, absent explicit donor stipulations to the contrary. The Health System classifies as permanently restricted net assets (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent gifts to the permanent endowment, and (c) accumulations to the permanent endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund, if any. Collectively these amounts are referred to as the historic dollar value of the fund.

Unrestricted net assets include funds designated by the Board of Trustees to function as endowments and the income from certain donor-restricted endowment funds, and any accumulated investment return thereon, which pursuant to donor intent may be expended based on trustee or management designation. Temporarily restricted net assets include funds appropriated for expenditure pursuant to endowment and investment spending policies, certain expendable endowment gifts from donors, and any retained income and appreciation on donor-restricted endowment funds, which are restricted by the donor to a specific purpose or by law. When the temporary restrictions on these funds have been met, the funds are reclassified to unrestricted net assets.

In accordance with the Act, the Health System considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds: the duration and preservation of the fund; the purposes of the donor-restricted endowment fund; general economic conditions; the possible effect of inflation and deflation; the expected total return from income and the appreciation of investments; other resources available; and investment policies.

The Health System has endowment investment and spending policies that attempt to provide a predictable stream of funding for programs supported by its endowment while ensuring that the purchasing power does not decline over time. The Health System targets a diversified asset allocation that places emphasis on investments in domestic and international equities, fixed income, private equity, and hedge fund strategies to achieve its long-term return objectives within prudent risk constraints. The Health System's Investment Committee reviews the policy portfolio asset allocations, exposures, and risk profile on an ongoing basis.

The Health System, as a policy, may appropriate for expenditure or accumulate so much of an endowment fund as the institution determines is prudent for the uses, benefits, purposes, and duration for which the endowment is established, subject to donor intent expressed in the gift instrument and the standard of prudence prescribed by the Act.

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below their original contributed value. Such market losses were not material as of June 30, 2018 and 2017.

Endowment net asset composition by type of fund consists of the following at June 30, 2018 and 2017:

	2018			
(in thousands of dollars)	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Donor-restricted endowment funds	$ -	$ 31,320	$ 46,877	$ 78,197
Board-designated endowment funds	29,506	-	-	29,506
Total endowed net assets	$ 29,506	$ 31,320	$ 46,877	$ 107,703

	2017			
(in thousands of dollars)	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Donor-restricted endowment funds	$ -	$ 29,701	$ 45,756	$ 75,457
Board-designated endowment funds	26,389	-	-	26,389
Total endowed net assets	$ 26,389	$ 29,701	$ 45,756	$ 101,846

Changes in endowment net assets for the year ended June 30, 2018:

	2018			
(in thousands of dollars)	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Balances at beginning of year	$ 26,389	$ 29,701	$ 45,756	$ 101,846
Net investment return	3,112	4,246	-	7,358
Contributions	-	-	1,121	1,121
Transfers	5	(35)	-	(30)
Release of appropriated funds	-	(2,592)	-	(2,592)
Balances at end of year	$ 29,506	$ 31,320	46,877	$ 107,703
Balances at end of year			46,877	
Beneficial interest in perpetual trust			8,517	
Permanently restricted net assets			$ 55,394	

Changes in endowment net assets for the year ended June 30, 2017:

	2017			
(in thousands of dollars)	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Balances at beginning of year	$ 26,205	$ 25,780	$ 45,402	$ 97,387
Net investment return	283	5,285	2	5,570
Contributions	-	210	300	510
Transfers	-	(26)	22	(4)
Release of appropriated funds	(99)	(1,548)	-	(1,647)
Net asset transfer from affiliates	-	-	30	30
Balances at end of year	$ 26,389	$ 29,701	$ 45,756	$ 101,846

Balances at end of year	45,756
Beneficial interest in perpetual trust	8,409
Permanently restricted net assets	$ 54,165

9. Long-Term Debt

A summary of long-term debt at June 30, 2018 and 2017 is as follows:

(in thousands of dollars)	2018	2017
Variable rate issues		
New Hampshire Health and Education Facilities Authority (NHHEFA) Revenue Bonds		
Series 2018A, principal maturing in varying annual amounts, through August 2036 (1)	$ 83,355	$ -
Series 2016A, principal maturing in varying annual amounts, through August 2046 (3)	-	24,608
Series 2015A, principal maturing in varying annual amounts, through August 2031 (4)	-	82,975
Fixed rate issues		
New Hampshire Health and Education Facilities Authority Revenue Bonds		
Series 2018B, principal maturing in varying annual amounts, through August 2048 (1)	303,102	-
Series 2017A, principal maturing in varying annual amounts, through August 2039 (2)	122,435	-
Series 2017B, principal maturing in varying annual amounts, through August 2030 (2)	109,800	-
Series 2016B, principal maturing in varying annual amounts, through August 2046 (3)	10,970	10,970
Series 2014A, principal maturing in varying annual amounts, through August 2022 (6)	26,960	26,960
Series 2014B, principal maturing in varying annual amounts, through August 2033 (6)	14,530	14,530
Series 2012A, principal maturing in varying annual amounts, through August 2031 (7)	-	71,700
Series 2012B, principal maturing in varying annual amounts, through August 2031 (7)	-	39,340
Series 2012, principal maturing in varying annual amounts, through July 2039 (11)	25,955	26,735
Series 2010, principal maturing in varying annual amounts, through August 2040 (9)	-	75,000
Series 2009, principal maturing in varying annual amounts, through August 2038 (10)	-	57,540
Total variable and fixed rate debt	$ 697,107	$ 430,358

A summary of long-term debt at June 30, 2018 and 2017 is as follows (continued):

(in thousands of dollars)	2018	2017
Other		
Revolving Line of Credit, principal maturing through March 2019 (5)	$ -	$ 49,750
Series 2012, principal maturing in varying annual amounts, through July 2025 (8)	-	136,000
Series 2010, principal maturing in varying annual amounts, through August 2040 (12)*	15,498	15,900
Note payable to a financial institution payable in interest free monthly installments through July 2015; collateralized by associated equipment*	646	811
Note payable to a financial institution with entire principal due June 2029 that is collateralized by land and building. The note payable is interest free*	380	437
Mortgage note payable to the US Dept of Agriculture; monthly payments of $10,892 include interest of 2.375% through November 2046*	2,697	2,763
Obligations under capital leases	18,965	3,435
Total other debt	38,186	209,096
Total variable and fixed rate debt	697,107	430,358
Total long-term debt	735,293	639,454
Less: Original issue discounts and premiums, net	(26,862)	862
Bond issuance costs, net	5,716	3,832
Current portion	3,464	18,357
	$ 752,975	$ 616,403

*Represents nonobligated group bonds

Aggregate annual principal payments required under revenue bond agreements and capital lease obligations for the next five years ending June 30 and thereafter are as follows:

(in thousands of dollars)	2018
2019	$ 3,464
2020	10,495
2021	10,323
2022	10,483
2023	7,579
Thereafter	692,949
	$ 735,293

Dartmouth-Hitchcock Obligated Group (DHOG) Bonds.
MHMH established the DHOG in 1993 for the original purpose of issuing bonds financed through NHHEFA or the "Authority". The members of the obligated group consist of MHMH, DHC, Cheshire, NLH and MAHHC. D-HH is designated as the obligated group agent.

Revenue Bonds issued by members of the DHOG are administered through notes registered in the name of the Bond Trustee and in accordance with the terms of a Master Trust Indenture. The Master Trust Indenture contains provisions permitting the addition, withdrawal, or consolidation of members of the DHOG under certain conditions. The notes constitute a joint and several obligation of the members of the DHOG (and any other future members of the DHOG) and are equally and ratably collateralized by a pledge of the members' gross receipts. The DHOG is also subject to certain annual covenants under the Master Trust Indenture, the most restrictive is the Annual Debt Service Coverage Ratio (1.10x).

(1) Series 2018A and Series 2018B Revenue Bonds

The DHOG issued NHHEFA Revenue Bonds, Series 2018A and Series 2018B in February 2018. The Series 2018A Revenue Bonds were primarily used to refund a portion of Series 2015A and Series 2016A. The Series 2018B were primarily used to refund a portion of Series 2015A and Series 2016A, Revolving Line of Credit, Series 2012 Bank Loan and the Series 2015A and Series 2016A Swap terminations. A loss on the extinguishment of debt of approximately $578,000 was recognized in non-operating gains (losses) on the statement of operations and changes in net assets, as a result of the refinancing. The interest on the Series 2018A Revenue Bonds is variable with a current interest rate of 5.00% and matures in variable amounts through 2037. The interest on the Series 2018B Revenue Bonds is fixed with an interest rate of 4.18% and matures in variable amounts through 2048.

(2) Series 2017A and Series 2017B Revenue Bonds

The DHOG issued NHHEFA Revenue Bonds, Series 2017A and Series 2017B in December, 2017. The Series 2017A Revenue Bonds were primarily used to refund Series 2009 and Series 2010 and the Series 2017B Revenue Bonds were used to refund Series 2012A and Series 2012B. A loss on the extinguishment of debt of approximately $13,636,000 was recognized in non-operating gains (losses) on the statement of operations and changes in net assets, as a result of the refinancing. The interest on the Series 2017A Revenue Bonds is fixed with an interest rate of 5.00% and matures in variable amounts through 2040. The interest on the Series 2017B Revenue Bonds is fixed with an interest rate of 2.54% and matures in variable amounts through 2031.

(3) Series 2016A and 2016B Revenue Bonds

The DHOG issued NHHEFA Revenue Bonds, Series 2016A and 2016B in July 2016 through a private placement with a financial institution. The Series 2016A Revenue Bonds were primarily used to refund Series 2013A and Series 2013B and the Series 2016B Revenue Bonds were used to finance 2016 projects. Interest is equal to the sum of .70 times one month LIBOR plus .70 times the spread. The variable rate as of June 30 2017 was 1.48% The Series 2016B is fixed with an interest rate of 1.78% and matures at various dates through 2046. The Series 2016A Revenue Bonds were refunded in February 2018.

(4) Series 2015A Revenue Bonds

The DHOG issued NHHEFA Revenue Bonds, Series 2015A in September 2015 through a private placement with a financial institution. The Series 2015A Revenue Bonds were primarily used to refinance a portion of the Series 2011 Revenue Bonds and to cover cost of issuance. The Series 2015A Revenue Bonds accrue interest variably and mature at various dates through 2031 based on the one-month London Interbank Offered Rate (LIBOR). The Series 2015A Revenue Bonds were refunded in February 2018.

(5) Revolving Line of Credit

The DHOG entered into a Revolving Line of Credit with TD Bank, N.A. (TD Bank). Interest on the TD Bank loan accrues variably and matures at various dates through March 2019. The Revolving Line of Credit was refunded in February 2018.

(6) Series 2014A and Series 2014B Revenue Bonds

The DHOG issued NHHEFA Revenue Bonds, Series 2014A and Series 2014B in August 2014. The proceeds from the Series 2014A and 2014B Revenue Bonds were used to partially refund the Series 2009 Revenue Bonds and to cover cost of issuance. Interest on the 2014A Revenue Bonds is fixed with an interest rate of 2.63% and matures at various dates through 2022. Interest on the Series 2014B Revenue Bonds is fixed with an interest rate of 4.00% and matures at various dates through 2033.

(7) Series 2012A and 2012B Revenue Bonds

The DHOG issued NHHEFA Revenue Bonds, Series 2012A and Series 2012B in November 2012. The proceeds from the Series 2012A and 2012B were used to advance refund the Series 2002 Revenue Bonds and to cover cost of issuance. Interest on the 2012A Revenue Bonds is fixed with an interest rate of 2.29% and matures at various dates through 2031. Interest on the Series 2012B Revenue Bonds is fixed with an interest rate of 2.33% and matures at various dates through 2031. The Series 2012A and Series 2012B Revenue Bonds were refunded in December 2017.

(8) Series 2012 Bank Loan

The DHOG issued the Bank of America, N.A. Series 2012 note, in July 2012. The proceeds from the Series 2012 note were used to prefund the D-H defined benefit pension plan. Interest on the Series 2012 note accrues at a fixed rate of 2.47% and matures at various dates through 2025. The Series 2012 Bank Loan was refunded in February 2018.

(9) Series 2010 Revenue Bonds

The DHOG issued NHHEFA Revenue Bonds, Series 2010, in June 2010. The proceeds from the Series 2010 Revenue Bonds were primarily used to construct a 140,000 square foot ambulatory care facility in Nashua, NH as well as various equipment. Interest on the bonds accrue at a fixed rate of 5.00% and mature at various dates through August 2040. The Series 2010 Revenue Bonds were defeased in December 2017.

(10)Series 2009 Revenue Bonds

The DHOG issued NHHEFA Revenue Bonds, Series 2009, in August 2009. The proceeds from the Series 2009 Revenue Bonds were primarily used to advance refund the Series 2008 Revenue Bonds. Interest on the Series 2009 Revenue Bonds accrue at varying fixed rates between 5.00% and 6.00% and mature at various dates through August 2038. The Series 2009 Revenue Bonds were defeased in December 2017.

(11)Series 2012 Revenue Bonds

The NHHEFA issued $29,650,000 of tax-exempt Revenue Bonds, Series 2012. The proceeds of these bonds were used to refund 1998 and 2009 Series Bonds, to finance the settlement cost of the interest rate swap, and to finance the purchase of certain equipment and renovations. The bonds have fixed interest coupon rates ranging from 2.0% to 5.0% (a net interest cost of 3.96%). Principal is payable in annual installments ranging from $780,000 to $1,750,000 through July 2039. The Series 2012 Revenue Bonds were refunded in February 2018.

Outstanding joint and several indebtedness of the DHOG at June 30, 2018 and 2017 approximates $697,107,000 and $616,108,000, respectively.

Non Obligated Group Bonds

(12)Series 2010 Revenue Bonds

The Business Finance Authority (BFA) of the State of NH issued Revenue Bonds, Series 2010. Interest is based on an annual percentage rate equal to the sum of (a) 69% of the 1-Month LIBOR rate plus (b) 1.8975/5. APD may prepay certain of these bonds according to the terms of the loan and trust agreement. The bonds are redeemable at any time by APD at par value plus any accrued interest. The bonds are also subject to optional tender for purchase (as a whole) in November 2020 at par plus accrued interest.

The Health System Indenture agreements require establishment and maintenance of debt service reserves and other trustee held funds. Trustee held funds of approximately $1,872,000 and $2,008,000 at June 30, 2018 and 2017, respectively, are classified as assets limited as to use in the accompanying consolidated balance sheets (Note 4). The debt service reserves are mainly comprised of escrowed funds held for future interest payments for the Cheshire debt.

For the years ended June 30, 2018 and 2017 interest expense on the Health System's long term debt is reflected in the accompanying consolidated statements of operations and changes in net assets as operating expense of approximately $18,822,000 and $19,838,000 and is included in other non-operating losses of $2,793,000 and $3,135,000, respectively.

Swap Agreements
The Health System is subject to market risks such as changes in interest rates that arise from normal business operation. The Health System regularly assesses these risks and has established business strategies to provide natural offsets, supplemented by the use of derivative financial instruments to protect against the adverse effect of these and other market risks. The Health System has established clear policies, procedures, and internal controls governing the use of derivatives and does not use them for trading, investment, or other speculative purposes.

A summary of the Health System's derivative financial instruments is as follows:

- A Fixed Payor Swap designed as a cash flow hedge of the NHHEFA Series 2011 Revenue Bonds. The Swap had an initial notional amount of $91,040,000. The Swap Agreement requires the Health System to pay the counterparty a fixed rate of 4.56% in exchange for the counterparty's payment of 67% of USD-LIBOR-BBA. The Swap's term matches that of the associated bonds. The 2011 interest rate swap was not integrated with the 2011 bonds. When the 2011 bonds were refinanced, the swap became associated with the 2015 bond. The Fixed Payor Swap was terminated in February 2018.

- An Interest Rate Swap to hedge the interest rate risk associated with the NHHEFA Series 2013 Revenue Bonds. The Swap had an initial notional amount of $15,000,000. The Swap Agreement requires the Health System to pay the counterparty a fixed rate of 3.94% in exchange for the counterparty's payment at 67% of USD-LIBOR-BBA. The Swap term matches that of the associated bonds. The Interest Rate Swap was terminated in February, 2018.

- An Interest Rate Swap to hedge the interest rate risk associated with the VEHFBA Series 2010A Revenue Bonds. The Swap had an initial notional amount of $7,244,000. The Swap Agreement requires the Health System to pay the counterparty a fixed rate of 2.41% in exchange for the counterparty's payment of 69% of USD-LIBOR-BBA. The swap was terminated in September 2016, while the bonds will remain outstanding until 2030.

The obligation of the Health System to make payments on its bonds with respect to interest is in no way conditional upon the Health System's receipt of payments from the interest rate swap agreement counterparty.

As of June 30, 2018, there was no liability for interest rate swaps as all remaining swaps were terminated in February 2018. For the year ended June 30, 2018, the Health System recognized a non-operating loss due to swap termination of $14,247,000 relating to the swap termination. As of June 30, 2017, the fair value of the Health System's interest rate swaps was a liability of $20,916,000. The change in fair value during the years ended June 30, 2018 and 2017 was a decrease of $4,897,000 and $8,002,000, respectively. For the years ended June 30, 2018 and 2017 the Health System recognized a non-operating gain of $145,000 and $124,000 resulting from hedge ineffectiveness and amortization of frozen swaps.

10. Employee Benefits

All eligible employees of the Health System are covered under various defined benefit and/or define contribution plans. In addition, certain affiliates provide postretirement medical and life benefit plans to certain of its active and former employees who meet eligibility requirements. The postretirement medical and life plans are not funded.

All of the defined benefit plans within the Health System have been frozen or had been approved by the applicable Board of Trustees to be frozen by January 31, 2017.

In December of 2016 the Board of Trustees approved to accelerate the freeze date on the remaining pension plan from December 31, 2017 to January 31, 2017. Effective with that date, the last of the participants earning benefits in any of the Health System's defined benefit plans will no longer earn benefits under the plans.

The Health System continued to execute the settlement of obligations due to retirees in the defined benefit plans through bulk lump sum offerings or purchases of annuity contracts. The annuity purchases follow guidelines established by the Department of Labor (DOL). The Health System anticipates continued consideration and/or implementation of additional settlements over the next several years.

Defined Benefit Plans

Net periodic pension expense included in employee benefits in the consolidated statements of operations and changes in net assets is comprised of the components listed below for the years ended June 30, 2018 and 2017:

(in thousands of dollars)	2018	2017
Service cost for benefits earned during the year	$ 150	$ 5,736
Interest cost on projected benefit obligation	47,190	47,316
Expected return on plan assets	(64,561)	(64,169)
Net prior service cost	-	109
Net loss amortization	10,593	20,267
Special/contractural termination benefits	-	119
One-time benefit upon plan freeze acceleration	-	9,519
	$ (6,628)	$ 18,897

The following assumptions were used to determine net periodic pension expense as of June 30, 2018 and 2017:

	2018	2017
Discount rate	4.00 % – 4.30 %	4.20 % – 4.90 %
Rate of increase in compensation	N/A	Age Graded - N/A
Expected long-term rate of return on plan assets	7.50 % – 7.75 %	7.50 % – 7.75 %

The following table sets forth the funded status and amounts recognized in the Health System's consolidated financial statements for the defined benefit pension plans at June 30, 2018 and 2017:

(in thousands of dollars)	2018	2017
Change in benefit obligation		
Benefit obligation at beginning of year	$ 1,122,615	$ 1,096,619
Service cost	150	5,736
Interest cost	47,190	47,316
Benefits paid	(47,550)	(43,276)
Expenses paid	(172)	(183)
Actuarial (gain) loss	(34,293)	6,884
One-time benefit upon plan freeze acceleration	-	9,519
Benefit obligation at end of year	1,087,940	1,122,615
Change in plan assets		
Fair value of plan assets at beginning of year	878,701	872,320
Actual return on plan assets	33,291	44,763
Benefits paid	(47,550)	(43,276)
Expenses paid	(172)	(183)
Employer contributions	20,713	5,077
Fair value of plan assets at end of year	884,983	878,701
Funded status of the plans	(202,957)	(243,914)
Less: Current portion of liability for pension	(45)	(46)
Long term portion of liability for pension	(202,912)	(243,868)
Liability for pension	$ (202,957)	$ (243,914)

For the years ended June 30, 2018 and 2017 the liability for pension is included in the liability for pension and other postretirement plan benefits in the accompanying consolidated balance sheets.

Amounts not yet reflected in net periodic pension expense and included in the change in unrestricted net assets include approximately $418,971,000 and $429,782,000 of net actuarial loss as of June 30, 2018 and 2017, respectively.

The estimated amounts to be amortized from unrestricted net assets into net periodic pension expense in fiscal year 2019 for net actuarial losses is $10,357,000.

The accumulated benefit obligation for the defined benefit pension plans was approximately $1,087,991,000 and $1,123,010,000 at June 30, 2018 and 2017, respectively.

The following table sets forth the assumptions used to determine the benefit obligation at June 30, 2018 and 2017:

	2018	2017
Discount rate	4.20 % – 4.50 %	4.00 % – 4.30 %
Rate of increase in compensation	N/A	N/A - 0.00 %

The primary investment objective for the Plan's assets is to support the Pension liabilities of the Pension Plans for Employees of the Health System, by providing long-term capital appreciation and by also using a Liability Driven Investing ("LDI") strategy to partially hedge the impact fluctuating interest rates have on the value of the Plan's liabilities. As of June 30, 2018 and 2017, it is expected that the LDI strategy will hedge approximately 60% and 55%, respectively, of the interest rate risk associated with pension liabilities. To achieve the appreciation and hedging objectives, the Plans utilize a diversified structure of asset classes designed to achieve stated performance objectives measured on a total return basis, which includes income plus realized and unrealized gains and losses.

The range of target allocation percentages and the target allocations for the various investments are as follows:

	Range of Target Allocations	Target Allocations
Cash and short-term investments	0–5%	3%
U.S. government securities	0–10	5
Domestic debt securities	20–58	38
Global debt securities	6–26	8
Domestic equities	5–35	19
International equities	5–15	11
Emerging market equities	3–13	5
Real estate investment trust funds	0–5	0
Private equity funds	0–5	0
Hedge funds	5–18	11

To the extent an asset class falls outside of its target range on a quarterly basis, the Health System shall determine appropriate steps, as it deems necessary, to rebalance the asset class.

The Boards of Trustees of the Health System, as Plan Sponsors, oversee the design, structure, and prudent professional management of the Health System's Plans' assets, in accordance with Board approved investment policies, roles, responsibilities and authorities and more specifically the following:

- Establishing and modifying asset class targets with Board approved policy ranges,
- Approving the asset class rebalancing procedures,
- Hiring and terminating investment managers, and
- Monitoring performance of the investment managers, custodians and investment consultants.

The hierarchy and inputs to valuation techniques to measure fair value of the Plans' assets are the same as outlined in Note 6. In addition, the estimation of fair value of investments in private equity and hedge funds for which the underlying securities do not have a readily determinable value is made using the NAV per share or its equivalent as a practical expedient. The Health System's Plans own interests in these funds rather than in securities underlying each fund and, therefore, are

generally required to consider such investments as Level 2 or 3, even though the underlying securities may not be difficult to value or may be readily marketable.

The following table sets forth the Health System's Plans' investments and deferred compensation plan assets that were accounted for at fair value as of June 30, 2018 and 2017:

	2018					
(in thousands of dollars)	Level 1	Level 2	Level 3	Total	Redemption or Liquidation	Days' Notice
Investments						
Cash and short-term investments	$ 142	$ 35,817	$ -	$ 35,959	Daily	1
U.S. government securities	46,265	-	-	46,265	Daily–Monthly	1–15
Domestic debt securities	144,131	220,202	-	364,333	Daily–Monthly	1–15
Global debt securities	470	74,676	-	75,146	Daily–Monthly	1–15
Domestic equities	158,634	17,594	-	176,228	Daily–Monthly	1–10
International equities	18,656	80,803	-	99,459	Daily–Monthly	1–11
Emerging market equities	382	39,881	-	40,263	Daily–Monthly	1–17
REIT funds	371	2,686	-	3,057	Daily–Monthly	1–17
Private equity funds	-	-	23	23	See Note 6	See Note 6
Hedge funds	-	-	44,250	44,250	Quarterly–Annual	60–96
Total investments	$ 369,051	$ 471,659	$ 44,273	$ 884,983		

	2017					
(in thousands of dollars)	Level 1	Level 2	Level 3	Total	Redemption or Liquidation	Days' Notice
Investments						
Cash and short-term investments	$ 23	$ 29,792	$ -	$ 29,815	Daily	1
U.S. government securities	7,875	-	-	7,875	Daily–Monthly	1–15
Domestic debt securities	140,498	243,427	-	383,925	Daily–Monthly	1–15
Global debt securities	426	90,389	-	90,815	Daily–Monthly	1–15
Domestic equities	154,597	16,938	-	171,535	Daily–Monthly	1–10
International equities	9,837	93,950	-	103,787	Daily–Monthly	1–11
Emerging market equities	2,141	45,351	-	47,492	Daily–Monthly	1–17
REIT funds	362	2,492	-	2,854	Daily–Monthly	1–17
Private equity funds	-	-	96	96	See Note 6	See Note 6
Hedge funds	-	-	40,507	40,507	Quarterly–Annual	60–96
Total investments	$ 315,759	$ 522,339	$ 40,603	$ 878,701		

The following table presents additional information about the changes in Level 3 assets measured at fair value for the years ended June 30, 2018 and 2017:

	2018		
(in thousands of dollars)	Hedge Funds	Private Equity Funds	Total
Balances at beginning of year	$ 40,507	$ 96	$ 40,603
Sales	-	(51)	(51)
Net realized (losses) gains	-	(51)	(51)
Net unrealized gains	3,743	29	3,772
Balances at end of year	$ 44,250	$ 23	$ 44,273

	2017		
(in thousands of dollars)	Hedge Funds	Private Equity Funds	Total
Balances at beginning of year	$ 38,988	$ 255	$ 39,243
Sales	(880)	(132)	(1,012)
Net realized (losses) gains	33	36	69
Net unrealized gains	2,366	(63)	2,303
Balances at end of year	$ 40,507	$ 96	$ 40,603

The total aggregate net unrealized gains (losses) included in the fair value of the Level 3 investments as of June 30, 2018 and 2017 were approximately $14,743,000 and $7,965,000, respectively. There were no transfers into and out of Level 3 measurements during the years ended June 30, 2018 and 2017.

There were no transfers into and out of Level 1 and 2 measurements due to changes in valuation methodologies during the years ended June 30, 2018 and 2017.

The weighted average asset allocation for the Health System's Plans at June 30, 2018 and 2017 by asset category is as follows:

	2018	2017
Cash and short-term investments	4 %	3 %
U.S. government securities	5	1
Domestic debt securities	41	44
Global debt securities	9	10
Domestic equities	20	20
International equities	11	12
Emerging market equities	5	5
Hedge funds	5	5
	100 %	100 %

The expected long-term rate of return on plan assets is reviewed annually, taking into consideration the asset allocation, historical returns on the types of assets held, and the current economic environment. Based on these factors, it is expected that the pension assets will earn an average of 7.50% per annum.

The Health System is expected to contribute approximately $20,480,000 to the Plans in 2019 however actual contributions may vary from expected amounts.

The following benefit payments, which reflect expected future service, as appropriate, are expected to be paid for the years ending June 30 and thereafter:

(in thousands of dollars)

2019	$ 49,482
2020	51,913
2021	54,249
2022	56,728
2023	59,314
2024 – 2027	329,488

Defined Contribution Plans
The Health System has an employer-sponsored 401(a) plan for certain of its affiliates, under which the employer makes base, transition and discretionary match contributions based on specified percentages of compensation and employee deferral amounts. Total employer contributions to the plan of approximately $38,563,000 and $33,375,000 in 2018 and 2017, respectively, are included in employee benefits in the accompanying consolidated statements of operations and changes in net assets.

Various 403(b) and tax- sheltered annuity plans are available to employees of the Health System. Plan specifications vary by affiliate and plan. No employer contributions were made to any of these plans in 2018 and 2017 respectively.

Postretirement Medical and Life Benefits

The Health System has postretirement medical and life benefit plans covering certain of its active and former employees. The plans generally provide medical or medical and life insurance benefits to certain retired employees who meet eligibility requirements. The plans are not funded.

Net periodic postretirement medical and life benefit (income) cost is comprised of the components listed below for the years ended June 30, 2018 and 2017:

(in thousands of dollars)	2018	2017
Service cost	$ 533	$ 448
Interest cost	1,712	2,041
Net prior service income	(5,974)	(5,974)
Net loss amortization	10	689
	$ (3,719)	$ (2,796)

The following table sets forth the accumulated postretirement medical and life benefit obligation and amounts recognized in the Health System's consolidated financial statements at June 30, 2018 and 2017:

(in thousands of dollars)	2018	2017
Change in benefit obligation		
Benefit obligation at beginning of year	$ 42,277	$ 51,370
Service cost	533	448
Interest cost	1,712	2,041
Benefits paid	(3,174)	(3,211)
Actuarial loss (gain)	1,233	(8,337)
Employer contributions	-	(34)
Benefit obligation at end of year	42,581	42,277
Funded status of the plans	$ (42,581)	$ (42,277)
Current portion of liability for postretirement medical and life benefits	$ (3,266)	$ (3,174)
Long term portion of liability for postretirement medical and life benefits	(39,315)	(39,103)
Liability for postretirement medical and life benefits	$ (42,581)	$ (42,277)

For the years ended June 30, 2018 and 2017 the liability for postretirement medical and life benefits is included in the liability for pension and other postretirement plan benefits in the accompanying consolidated balance sheets.

Amounts not yet reflected in net periodic postretirement medical and life benefit income and included in the change in unrestricted net assets are as follows:

(in thousands of dollars)	2018	2017
Net prior service income	$ (15,530)	$ (21,504)
Net actuarial loss	3,336	2,054
	$ (12,194)	$ (19,450)

The estimated amounts that will be amortized from unrestricted net assets into net periodic postretirement income in fiscal year 2019 for net prior service cost is $5,974,000.

The following future benefit payments, which reflect expected future service, as appropriate, are expected to be paid for the year ending June 30, 2019 and thereafter:

(in thousands of dollars)	
2019	$ 3,266
2020	3,298
2021	3,309
2022	3,315
2023	3,295
2024-2027	15,156

In determining the accumulated postretirement medical and life benefit obligation, the Health System used a discount rate of 4.50% in 2018 and an assumed healthcare cost trend rate of 6.00%, trending down to 4.75% in 2021 and thereafter. Increasing the assumed healthcare cost trend rates by one percentage point in each year would increase the accumulated postretirement medical benefit obligation as of June 30, 2018 and 2017 by $1,088,000 and $1,067,000 and the net periodic postretirement medical benefit cost for the years then ended by $81,000 and $110,000, respectively. Decreasing the assumed healthcare cost trend rates by one percentage point in each year would decrease the accumulated postretirement medical benefit obligation as of June 30, 2018 and 2017 by $996,000 and $974,000 and the net periodic postretirement medical benefit cost for the years then ended by $72,000 and $96,000, respectively.

11. Professional and General Liability Insurance Coverage

D-H, along with Dartmouth College, Cheshire, NLH and MAHHC are provided professional and general liability insurance on a claims-made basis through Hamden Assurance Risk Retention Group, Inc. (RRG), a VT captive insurance company. Effective November 1, 2017 VNH is provided professional and general liability insurance coverage through RRG. RRG reinsures the majority of this risk to Hamden Assurance Company Limited (HAC), a captive insurance company domiciled in Bermuda and to a variety of commercial reinsurers. D-H and Dartmouth College have ownership interests in both HAC and RRG. The insurance program provides coverage to the covered institutions and named insureds on a modified claims-made basis which means coverage is triggered when claims are made. Premiums and related insurance deposits are actuarially determined based on asserted liability claims adjusted for future development. The reserves for outstanding losses are recorded on an undiscounted basis.

APD are covered for malpractice claims under a modified claims-made policy purchased through New England Alliance for Health (NEAH). While APD remain in the current insurance program under this policy, the coverage year is based on the date the claim is filed; subject to a medical incident arising after the retroactive date (includes prior acts). The policy provides modified claims-made coverage for former insured providers for claims that relate to the employee's period of employment at APD and for services that were provided within the scope of the employee's duties. Therefore, when the employee leaves the corporation, tail coverage is not required.

Selected financial data of HAC and RRG, taken from the latest available audited and unaudited financial statements, respectively at June 30, 2018 and 2017 are summarized as follows:

	2018		
	HAC	RRG	Total
(in thousands of dollars)	*(audited)*	*(unaudited)*	
Assets	$ 72,753	$ 2,068	$ 74,821
Shareholders' equity	13,620	50	13,670
Net income	-	(751)	(751)

	2017		
	HAC	RRG	Total
(in thousands of dollars)	*(audited)*	*(unaudited)*	
Assets	$ 76,185	$ 2,055	$ 78,240
Shareholders' equity	13,620	801	14,421
Net income	-	(5)	(5)

12. Commitments and Contingencies

Litigation

The Health System is involved in various malpractice claims and legal proceedings of a nature considered normal to its business. The claims are in various stages and some may ultimately be brought to trial. While it is not feasible to predict or determine the outcome of any of these claims, it is the opinion of management that the final outcome of these claims will not have a material effect on the consolidated financial position of the Health System.

Operating Leases and Other Commitments
The Health System leases certain facilities and equipment under operating leases with varying expiration dates. The Health System's rental expense totaled approximately $14,096,000 and $15,802,000 for the years ended June 30, 2018 and 2017, respectively.

Minimum future lease payments under noncancelable operating leases at June 30, 2018 were as follows:

(in thousands of dollars)

2019	$ 12,393
2020	10,120
2021	8,352
2022	5,175
2023	3,935
Thereafter	10,263
	$ 50,238

Lines of Credit
The Health System has entered into Loan Agreements with financial institutions establishing access to revolving loans ranging from $2,000,000 up to $30,000,000. Interest is variable and determined using LIBOR or the Wall Street Journal Prime Rate. The Loan Agreements are due to expire March 29, 2019. There was no outstanding balance under the lines of credit as of June 30, 2018 and 2017. Interest expense was approximately $232,000 and $915,000, respectively, and is included in the consolidated statements of operations and changes in net assets.

13. Functional Expenses

Operating expenses of the Health System by function are as follows for the years ended June 30, 2018 and 2017:

(in thousands of dollars)	2018	2017
Program services	$ 1,715,760	$ 1,662,413
Management and general	303,527	311,820
Fundraising	2,354	2,328
	$ 2,021,641	$ 1,976,561

14. Subsequent Events

The Health System has assessed the impact of subsequent events through November 7, 2018, the date the audited consolidated financial statements were issued, and has concluded that there were no such events that require adjustment to the audited consolidated financial statements or disclosure in the notes to the audited consolidated financial statements other than as noted below.

Effective July 1, 2018, APD became the sole corporate member of APD LifeCare Center Inc. APD LifeCare Center Inc. owns and operates Harvest Hill, an assisted living facility, the Woodlands, a residential living community and the Elizabeth S. Hughes Care Unit, which provides hospice care.

APD and APD LifeCare Center (LifeCare) were jointly liable for their Series 2010 Revenue Bonds; $26,000,000 outstanding as of June 30, 2018. As described in Note 9 to the financial statements, APD's portion was approximately $15,500,000 as of June 30, 2018. LifeCare's outstanding portion of approximately $10,500,000 was appropriately excluded from the consolidated financial statements as LifeCare was not affiliated with any of the members of the Health System as of June 30, 2018. On August 15, 2018, APD joined the DHOG and simultaneously issued NHHEFA Revenue Bonds, Series 2018C. The Series 2018C Revenue Bonds were used primarily to refinance the joint (APD and LifeCare) Series 2010 Revenue Bonds.

Consolidating Supplemental Information – Unaudited

Dartmouth-Hitchcock Health and Subsidiaries
Consolidating Balance Sheets
June 30, 2018

(in thousands of dollars)	Dartmouth-Hitchcock Health	Dartmouth-Hitchcock	Cheshire Medical Center	New London Hospital Association	Mt. Ascutney Hospital and Health Center	Eliminations	DH Obligated Group Subtotal	All Other Non-Oblig Group Affiliates	Eliminations	Health System Consolidated
Assets										
Current assets										
Cash and cash equivalents	$ 134,634	$ 22,544	$ 6,688	$ 9,419	$ 6,604	$ -	$ 179,889	$ 20,280	$ -	$ 200,169
Patient accounts receivable, net	-	176,981	17,183	8,302	5,055	-	207,521	11,707	-	219,228
Prepaid expenses and other current assets	11,964	143,893	6,551	5,253	2,313	(72,361)	97,613	4,766	(4,877)	97,502
Total current assets	146,598	343,418	30,422	22,974	13,972	(72,361)	485,023	36,753	(4,877)	516,899
Assets limited as to use	8	616,929	17,438	12,821	10,829	-	658,025	48,099	-	706,124
Notes receivable, related party	554,771	-	-	-	-	(554,771)	-	-	-	-
Other investments for restricted activities	-	87,613	8,591	2,981	6,238	-	105,423	25,473	-	130,896
Property, plant, and equipment, net	36	443,154	66,759	42,438	17,356	-	569,743	37,578	-	607,321
Other assets	24,863	101,078	1,370	5,906	4,280	(10,970)	126,527	3,604	(21,346)	108,785
Total assets	$ 726,276	$ 1,592,192	$ 124,580	$ 87,120	$ 52,675	$ (638,102)	$ 1,944,741	$ 151,507	$ (26,223)	$ 2,070,025
Liabilities and Net Assets										
Current liabilities										
Current portion of long-term debt	$ -	$ 1,031	$ 810	$ 572	$ 187	$ -	$ 2,600	$ 864	$ -	$ 3,464
Current portion of liability for pension and other postretirement plan benefits	-	3,311	-	-	-	-	3,311	-	-	3,311
Accounts payable and accrued expenses	54,995	82,061	20,107	6,705	3,029	(72,361)	94,536	6,094	(4,877)	95,753
Accrued compensation and related benefits	-	106,485	5,730	2,487	3,796	-	118,498	7,078	-	125,576
Estimated third-party settlements	3,002	24,411	-	9,655	1,625	-	38,693	2,448	-	41,141
Total current liabilities	57,997	217,299	26,647	19,419	8,637	(72,361)	257,638	16,484	(4,877)	269,245
Notes payable, related party	-	527,346	-	27,425	-	(554,771)	-	-	-	-
Long-term debt, excluding current portion	644,520	52,878	25,354	1,179	11,270	(10,970)	724,231	28,744	-	752,975
Insurance deposits and related liabilities	-	54,616	465	155	240	-	55,476	40	-	55,516
Liability for pension and other postretirement plan benefits, excluding current portion	-	232,696	4,215	-	5,316	-	242,227	-	-	242,227
Other liabilities	-	85,577	1,107	1,405	-	-	88,089	38	-	88,127
Total liabilities	702,517	1,170,412	57,788	49,583	25,463	(638,102)	1,367,661	45,306	(4,877)	1,408,090
Commitments and contingencies										
Net assets										
Unrestricted	23,759	334,882	61,828	32,897	19,812	-	473,178	72,230	(21,306)	524,102
Temporarily restricted	-	54,666	4,964	493	1,540	-	61,663	20,816	(40)	82,439
Permanently restricted	-	32,232	-	4,147	5,860	-	42,239	13,155	-	55,394
Total net assets	23,759	421,780	66,792	37,537	27,212	-	577,080	106,201	(21,346)	661,935
Total liabilities and net assets	$ 726,276	$ 1,592,192	$ 124,580	$ 87,120	$ 52,675	$ (638,102)	$ 1,944,741	$ 151,507	$ (26,223)	$ 2,070,025

Dartmouth-Hitchcock Health and Subsidiaries
Consolidating Balance Sheets
June 30, 2018

(in thousands of dollars)	D-HH and Other Subsidiaries	D-H and Subsidiaries	Cheshire and Subsidiaries	NLH and Subsidiaries	MAHHC and Subsidiaries	APD	VNH and Subsidiaries	Eliminations	Health System Consolidated
Assets									
Current assets									
Cash and cash equivalents	$ 134,634	$ 23,094	$ 8,621	$ 9,982	$ 6,654	$ 12,144	$ 5,040	$ -	$ 200,169
Patient accounts receivable, net	-	176,981	17,183	8,302	5,109	7,996	3,657	-	219,228
Prepaid expenses and other current assets	11,964	144,755	5,520	5,276	2,294	4,443	488	(77,238)	97,502
Total current assets	146,598	344,830	31,324	23,560	14,057	24,583	9,185	(77,238)	516,899
Assets limited as to use	8	635,028	17,438	12,821	11,862	9,612	19,355	-	706,124
Notes receivable, related party	554,771	-	-	-	-	-	-	(554,771)	-
Other investments for restricted activities	-	95,772	25,873	2,981	6,238	32	-	-	130,896
Property, plant, and equipment, net	36	445,829	70,607	42,920	19,065	25,725	3,139	-	607,321
Other assets	24,863	101,235	7,526	5,333	1,886	130	128	(32,316)	108,785
Total assets	$ 726,276	$ 1,622,694	$ 152,768	$ 87,615	$ 53,108	$ 60,082	$ 31,807	$ (664,325)	$ 2,070,025
Liabilities and Net Assets									
Current liabilities									
Current portion of long-term debt	$ -	$ 1,031	$ 810	$ 572	$ 245	$ 739	$ 67	$ -	$ 3,464
Current portion of liability for pension and other postretirement plan benefits	-	3,311	-	-	-	-	-	-	3,311
Accounts payable and accrued expenses	54,995	82,613	20,052	6,714	3,092	3,596	1,929	(77,238)	95,753
Accrued compensation and related benefits	-	106,485	5,730	2,487	3,831	5,814	1,229	-	125,576
Estimated third-party settlements	3,002	24,411	-	9,655	1,625	2,448	-	-	41,141
Total current liabilities	57,997	217,851	26,592	19,428	8,793	12,597	3,225	(77,238)	269,245
Notes payable, related party	-	527,346	-	27,425	-	-	-	(554,771)	-
Long-term debt, excluding current portion	644,520	52,878	25,354	1,179	11,593	25,792	2,629	(10,970)	752,975
Insurance deposits and related liabilities	-	54,616	465	155	241	-	39	-	55,516
Liability for pension and other postretirement plan benefits, excluding current portion	-	232,696	4,215	-	5,316	-	-	-	242,227
Other liabilities	-	85,577	1,117	1,405	-	28	-	-	88,127
Total liabilities	702,517	1,170,964	57,743	49,592	25,943	38,417	5,893	(642,979)	1,408,090
Commitments and contingencies									
Net assets									
Unrestricted	23,759	356,518	65,069	33,383	19,764	21,031	25,884	(21,306)	524,102
Temporarily restricted	-	60,836	19,196	493	1,539	415	-	(40)	82,439
Permanently restricted	-	34,376	10,760	4,147	5,862	219	30	-	55,394
Total net assets	23,759	451,730	95,025	38,023	27,165	21,665	25,914	(21,346)	661,935
Total liabilities and net assets	$ 726,276	$ 1,622,694	$ 152,768	$ 87,615	$ 53,108	$ 60,082	$ 31,807	$ (664,325)	$ 2,070,025

Dartmouth-Hitchcock Health and Subsidiaries
Consolidating Balance Sheets
June 30, 2017

(In thousands of dollars)	Dartmouth-Hitchcock	Cheshire Medical Center	New London Hospital Association	Mt. Ascutney Hospital and Health Center	Eliminations	OH Obligated Group Subtotal	All Other Non-Oblig Group Affiliates	Eliminations	Health System Consolidated
Assets									
Current assets									
Cash and cash equivalents	$ 27,328	$ 10,845	$ 7,797	$ 6,862	$ -	$ 52,432	$ 16,066	$ -	$ 68,498
Patient accounts receivable, net	193,733	17,723	8,539	4,659	-	224,654	12,606	-	237,260
Prepaid expenses and other current assets	93,816	6,945	3,650	1,351	(16,585)	89,177	8,034	(8,008)	89,203
Total current assets	314,877	35,313	19,986	12,872	(16,585)	366,263	36,706	(8,008)	394,961
Assets limited as to use	580,254	19,104	11,784	9,058	-	620,200	42,123	-	662,323
Other investments for restricted activities	86,398	4,764	2,833	6,079	-	100,074	24,455	-	124,529
Property, plant, and equipment, net	448,743	64,933	43,264	17,167	-	574,107	35,868	-	609,975
Other assets	89,650	2,543	5,965	4,095	(11,520)	90,733	27,674	(21,287)	97,120
Total assets	$ 1,519,922	$ 126,657	$ 83,832	$ 49,071	$ (28,105)	$ 1,751,377	$ 166,826	$ (29,295)	$ 1,888,908
Liabilities and Net Assets									
Current liabilities									
Current portion of long-term debt	$ 16,034	$ 780	$ 737	$ 80	$ -	$ 17,631	$ 726	$ -	$ 18,357
Line of credit	-	-	-	550	(550)	-	-	-	
Current portion of liability for pension and other postretirement plan benefits	3,220	-	-	-	-	3,220	-	-	3,220
Accounts payable and accrued expenses	72,362	19,715	5,356	2,854	(16,585)	83,702	13,466	(8,008)	89,160
Accrued compensation and related benefits	99,638	5,428	2,335	3,448	-	110,849	4,062	-	114,911
Estimated third-party settlements	11,322	-	7,265	1,915	-	20,502	6,931	-	27,433
Total current liabilities	202,576	25,923	15,693	8,847	(17,135)	235,904	25,185	(8,008)	253,081
Long-term debt, excluding current portion	545,100	26,185	26,402	10,976	(10,970)	597,693	18,710	-	616,403
Insurance deposits and related liabilities	50,960	-	-	-	-	50,960	-	-	50,960
Interest rate swaps	17,606	-	3,310	-	-	20,916	-	-	20,916
Liability for pension and other postretirement plan benefits, excluding current portion	267,409	8,781	-	6,801	-	282,971	-	-	282,971
Other liabilities	77,622	2,636	1,426	-	-	81,684	8,864	-	90,548
Total liabilities	1,161,273	63,505	46,831	26,624	(28,105)	1,270,128	52,759	(8,008)	1,314,879
Commitments and contingencies									
Net assets									
Unrestricted	258,887	58,250	32,504	15,247	-	364,888	81,344	(21,285)	424,947
Temporarily restricted	68,473	4,902	345	1,363	-	75,083	19,836	(2)	94,917
Permanently restricted	31,289	-	4,152	5,837	-	41,278	12,887	-	54,165
Total net assets	358,649	63,152	37,001	22,447	-	481,249	114,067	(21,287)	574,029
Total liabilities and net assets	$ 1,519,922	$ 126,657	$ 83,832	$ 49,071	$ (28,105)	$ 1,751,377	$ 166,826	$ (29,295)	$ 1,888,908

Dartmouth-Hitchcock Health and Subsidiaries
Consolidating Balance Sheets
June 30, 2017

(in thousands of dollars)	D-HH and Other Subsidiaries	D-H and Subsidiaries	Cheshire and Subsidiaries	NLH and Subsidiaries	MAHHC and Subsidiaries	APD	VNH and Subsidiaries	Eliminations	Health System Consolidated
Assets									
Current assets									
Cash and cash equivalents	$ 1,166	$ 27,760	$ 11,601	$ 8,280	$ 6,968	$ 8,129	$ 4,594	$ -	$ 68,498
Patient accounts receivable, net	-	193,733	17,723	8,539	4,681	8,878	3,706	-	237,260
Prepaid expenses and other current assets	3,884	94,305	5,899	3,671	1,340	4,179	518	(24,593)	89,203
Total current assets	5,050	315,798	35,223	20,490	12,989	21,186	8,818	(24,593)	394,961
Assets limited as to use	-	596,904	19,104	11,782	9,889	8,168	16,476	-	662,323
Other investments for restricted activities	6	94,210	21,204	2,833	6,079	197	-	-	124,529
Property, plant, and equipment, net	50	451,418	68,921	43,751	18,935	23,447	3,453	-	609,975
Other assets	23,866	89,819	8,586	5,378	1,812	283	183	(32,807)	97,120
Total assets	$ 28,972	$ 1,548,149	$ 153,038	$ 84,234	$ 49,704	$ 53,281	$ 28,930	$ (57,400)	$ 1,888,908
Liabilities and Net Assets									
Current liabilities									
Current portion of long-term debt	$ -	$ 18,034	$ 780	$ 737	$ 137	$ 603	$ 66	$ -	$ 18,357
Line of credit	-	-	-	-	550	-	-	(550)	-
Current portion of liability for pension and other postretirement plan benefits	-	3,220	-	-	-	-	-	-	3,220
Accounts payable and accrued expenses	5,996	72,806	19,718	5,365	2,946	5,048	1,874	(24,593)	89,160
Accrued compensation and related benefits	-	99,638	5,428	2,335	3,480	2,998	1,032	-	114,911
Estimated third-party settlements	6,165	11,322	-	7,265	1,915	766	-	-	27,433
Total current liabilities	12,161	203,020	25,926	15,702	9,028	9,415	2,972	(25,143)	253,081
Long-term debt, excluding current portion	-	545,100	26,185	26,402	11,356	15,633	2,697	(10,970)	616,403
Insurance deposits and related liabilities	-	50,960	-	-	-	-	-	-	50,960
Interest rate swaps	-	17,606	-	3,310	-	-	-	-	20,916
Liability for pension and other postretirement plan benefits, excluding current portion	-	267,409	8,761	-	6,801	-	-	-	282,971
Other liabilities	-	77,622	2,531	1,426	-	8,969	-	-	90,548
Total liabilities	12,161	1,161,717	63,403	46,840	27,185	34,017	5,669	(36,113)	1,314,879
Commitments and contingencies									
Net assets									
Unrestricted	16,367	278,695	60,758	32,897	15,319	18,965	23,231	(21,285)	424,947
Temporarily restricted	444	74,304	18,198	345	1,363	265	-	(2)	94,917
Permanently restricted	-	33,433	10,679	4,152	5,837	34	30	-	54,165
Total net assets	16,811	386,432	89,635	37,394	22,519	19,264	23,261	(21,287)	574,029
Total liabilities and net assets	$ 28,972	$ 1,548,149	$ 153,038	$ 84,234	$ 49,704	$ 53,281	$ 28,930	$ (57,400)	$ 1,888,908

Dartmouth-Hitchcock Health and Subsidiaries
Consolidating Statements of Operations and Changes in Unrestricted Net Assets
Year Ended June 30, 2018

(in thousands of dollars)	Dartmouth-Hitchcock Health	Dartmouth-Hitchcock	Cheshire Medical Center	New London Hospital Association	Mt. Ascutney Hospital and Health Center	Eliminations	DH Obligated Group Subtotal	All Other Non-Oblig Group Affiliates	Eliminations	Health System Consolidated
Unrestricted revenue and other support										
Net patient service revenue, net of contractual allowances and discounts	$ -	$ 1,475,314	$ 216,736	$ 60,486	$ 52,014	$ -	$ 1,804,550	$ 94,545	$ -	$ 1,899,095
Provisions for bad debts	-	31,358	10,967	1,554	1,440	-	45,319	2,048	-	47,367
Net patient service revenue less provisions for bad debts	-	1,443,956	205,769	58,932	50,574	-	1,759,231	92,497	-	1,851,728
Contracted revenue	(2,305)	97,291	-	-	2,169	(42,870)	54,285	716	(32)	54,969
Other operating revenue	9,799	134,461	3,365	4,169	1,814	(10,554)	143,054	6,978	(1,086)	148,946
Net assets released from restrictions	658	11,605	620	52	44	-	12,979	482	-	13,461
Total unrestricted revenue and other support	8,152	1,687,313	209,754	63,153	54,601	(53,424)	1,969,549	100,673	(1,118)	2,069,104
Operating expenses										
Salaries	-	806,344	105,607	30,360	24,854	(21,542)	945,623	42,035	1,605	989,263
Employee benefits	-	181,833	28,343	7,252	7,000	(5,385)	219,043	10,221	419	229,683
Medical supplies and medications	-	289,327	31,293	6,161	3,055	-	329,836	10,195	-	340,031
Purchased services and other	8,509	215,073	33,065	13,587	13,960	(19,394)	264,800	29,390	(2,818)	291,372
Medicaid enhancement tax	-	53,044	8,070	2,659	1,744	-	65,517	2,175	-	67,692
Depreciation and amortization	23	66,073	10,217	3,934	2,030	-	82,277	2,501	-	84,778
Interest	8,684	15,772	1,004	981	224	(8,682)	17,783	1,039	-	18,822
Total operating expenses	17,216	1,627,466	217,599	64,934	52,867	(55,203)	1,924,879	97,556	(794)	2,021,641
Operating (loss) margin	(9,064)	59,847	(7,845)	(1,781)	1,734	1,779	44,670	3,117	(324)	47,463
Non-operating (losses) gains										
Investment (losses) gains	(26)	33,628	1,408	1,151	858	(198)	36,821	3,566	-	40,387
Other, net	(1,364)	(2,599)	-	1,276	266	(1,581)	(4,002)	733	361	(2,908)
Loss on early extinguishment of debt	-	(13,909)	-	(305)	-	-	(14,214)	-	-	(14,214)
Loss on swap termination	-	(14,247)	-	-	-	-	(14,247)	-	-	(14,247)
Total non-operating (losses) gains, net	(1,390)	2,873	1,408	2,122	1,124	(1,779)	4,358	4,299	361	9,018
(Deficiency) excess of revenue over expenses	(10,454)	62,720	(6,437)	341	2,858	-	49,028	7,416	37	56,481
Unrestricted net assets										
Net assets released from restrictions (Note 7)	-	16,038	-	4	252	-	16,294	19	-	16,313
Change in funded status of pension and other postretirement benefits	-	4,300	2,827	-	1,127	-	8,254	-	-	8,254
Net assets transferred to (from) affiliates	17,791	(25,355)	7,168	48	328	-	-	-	-	-
Additional paid in capital	-	-	-	-	-	-	-	58	(58)	-
Other changes in net assets	-	-	-	-	-	-	-	(185)	-	(185)
Change in fair value on interest rate swaps	-	4,190	-	-	-	-	4,190	-	-	4,190
Change in funded status of interest rate swaps	-	14,102	-	-	-	-	14,102	-	-	14,102
Increase in unrestricted net assets	$ 7,337	$ 75,995	$ 3,578	$ 393	$ 4,565	$ -	$ 91,868	$ 7,308	$ (21)	$ 99,155

Dartmouth-Hitchcock Health and Subsidiaries
Consolidating Statements of Operations and Changes in Unrestricted Net Assets
Year Ended June 30, 2018

(in thousands of dollars)	D-HH and Other Subsidiaries	D-H and Subsidiaries	Cheshire and Subsidiaries	NLH and Subsidiaries	MAHHC and Subsidiaries	APD	VNH and Subsidiaries	Eliminations	Health System Consolidated
Unrestricted revenue and other support									
Net patient service revenue, net of contractual allowances and discounts	$ -	$ 1,475,314	$ 216,736	$ 60,486	$ 52,014	$ 71,458	$ 23,087	$ -	$ 1,899,095
Provisions for bad debts	-	31,358	10,967	1,554	1,440	1,680	368	-	47,367
Net patient service revenue less provisions for bad debts	-	1,443,956	205,769	58,932	50,574	69,778	22,719	-	1,851,728
Contracted revenue	(2,305)	98,007	-	-	2,169	-	-	(42,902)	54,969
Other operating revenue	9,799	137,242	4,061	4,166	3,168	1,697	453	(11,640)	148,946
Net assets released from restrictions	658	11,984	620	52	44	103	-	-	13,461
Total unrestricted revenue and other support	8,152	1,691,189	210,450	63,150	55,955	71,578	23,172	(54,542)	2,069,104
Operating expenses									
Salaries	-	806,344	105,607	30,360	25,592	29,215	12,082	(19,937)	989,263
Employee benefits	-	181,833	28,343	7,252	7,162	7,406	2,653	(4,966)	229,683
Medical supplies and medications	-	289,327	31,293	6,161	3,057	8,484	1,709	-	340,031
Purchased services and other	8,512	218,690	33,431	13,432	14,354	19,220	5,945	(22,212)	291,372
Medicaid enhancement tax	-	53,044	8,070	2,659	1,743	2,176	-	-	67,692
Depreciation and amortization	23	66,073	10,357	3,939	2,145	1,831	410	-	84,778
Interest	8,684	15,772	1,004	981	223	975	65	(8,882)	18,822
Total operating expenses	17,219	1,631,083	218,105	64,784	54,276	69,307	22,864	(55,997)	2,021,641
Operating (loss) margin	(9,067)	60,106	(7,655)	(1,634)	1,679	2,271	308	1,455	47,463
Non-operating (losses) gains									
Investment (losses) gains	(26)	35,177	1,954	1,097	787	203	1,393	(198)	40,387
Other, net	(1,364)	(2,599)	(3)	1,276	273	(223)	952	(1,220)	(2,908)
Loss on early extinguishment of debt	-	(13,909)	-	(305)	-	-	-	-	(14,214)
Loss on swap termination	-	(14,247)	-	-	-	-	-	-	(14,247)
Total non-operating (losses) gains, net	(1,390)	4,422	1,951	2,068	1,060	(20)	2,345	(1,418)	9,018
(Deficiency) excess of revenue over expenses	(10,457)	64,528	(5,704)	434	2,739	2,251	2,653	37	56,481
Unrestricted net assets									
Net assets released from restrictions (Note 7)	-	16,058	-	4	251	-	-	-	16,313
Change in funded status of pension and other postretirement benefits	-	4,300	2,827	-	1,127	-	-	-	8,254
Net assets transferred to (from) affiliates	17,791	(25,355)	7,188	48	328	-	-	-	-
Additional paid in capital	58	-	-	-	-	-	-	(58)	-
Other changes in net assets	-	-	-	-	-	(185)	-	-	(185)
Change in fair value on interest rate swaps	-	4,190	-	-	-	-	-	-	4,190
Change in funded status of interest rate swaps	-	14,102	-	-	-	-	-	-	14,102
Increase in unrestricted net assets	$ 7,392	$ 77,823	$ 4,311	$ 486	$ 4,445	$ 2,066	$ 2,653	$ (21)	$ 99,155

Dartmouth-Hitchcock Health and Subsidiaries
Consolidating Statements of Operations and Changes in Unrestricted Net Assets
Year Ended June 30, 2017

(in thousands of dollars)	Dartmouth-Hitchcock	Cheshire Medical Center	New London Hospital Association	Mt. Ascutney Hospital and Health Center	Eliminations	DH Obligated Group Subtotal	All Other Non-Oblig Group Affiliates	Eliminations	Health System Consolidated
Unrestricted revenue and other support									
Net patient service revenue, net of contractual allowances and discounts	$ 1,447,961	$ 214,265	$ 59,928	$ 48,072	$ (19)	$ 1,770,207	$ 88,985	$ -	$ 1,859,192
Provisions for bad debts	42,963	14,125	2,010	1,705	-	60,803	2,842	-	63,645
Net patient service revenue less provisions for bad debts	1,404,998	200,140	57,918	46,367	(19)	1,709,404	86,143	-	1,795,547
Contracted revenue	88,620	-	-	1,861	(41,771)	48,710	(4,995)	(44)	43,671
Other operating revenue	104,811	3,045	3,839	1,592	(1,148)	111,939	6,418	820	119,177
Net assets released from restrictions	9,550	639	116	81	-	10,386	756	-	11,122
Total unrestricted revenue and other support	1,607,779	203,824	61,873	49,881	(42,938)	1,880,419	88,322	776	1,969,517
Operating expenses									
Salaries	787,844	102,769	30,311	23,549	(21,784)	922,489	42,327	1,536	966,352
Employee benefits	202,178	26,632	7,071	5,523	(5,322)	236,082	8,392	381	244,855
Medical supplies and medications	257,100	30,692	6,143	2,905	(273)	296,567	9,513	-	306,080
Purchased services and other	208,671	28,068	12,795	13,224	(17,325)	245,433	45,331	(959)	289,805
Medicaid enhancement tax	50,118	7,800	2,923	1,620	-	62,461	2,608	-	65,069
Depreciation and amortization	66,067	10,238	3,881	2,138	-	82,324	2,238	-	84,562
Interest	17,352	1,127	819	249	(209)	19,338	500	-	19,838
Total operating expenses	1,589,130	207,326	63,943	49,208	(44,913)	1,864,694	110,909	958	1,976,561
Operating margin (loss)	18,649	(3,502)	(2,070)	673	1,975	15,725	(22,587)	(182)	(7,044)
Non-operating gains (losses)									
Investment gains (losses)	42,484	1,378	1,570	984	(209)	46,207	4,849	-	51,056
Other, net	(3,003)	-	(879)	570	(1,767)	(5,079)	740	186	(4,153)
Contribution revenue from acquisition	-	-	-	-	-	-	20,215	-	20,215
Total non-operating gains (losses), net	39,481	1,378	691	1,554	(1,976)	41,128	25,804	186	67,118
Excess (deficiency) of revenue over expenses	58,130	(2,124)	(1,379)	2,227	(1)	56,853	3,217	4	60,074
Unrestricted net assets									
Net assets released from restrictions (Note 7)	983	-	9	442	-	1,434	405	-	1,839
Change in funded status of pension and other postretirement benefits	(5,297)	4,031	-	(321)	-	(1,587)	-	-	(1,587)
Net assets transferred (from) to affiliates	(18,380)	900	143	986	-	(16,351)	16,351	-	-
Additional paid in capital	-	-	-	-	-	-	6,359	(6,359)	-
Other changes in net assets	-	-	-	(2,286)	-	(2,286)	(1,078)	-	(3,364)
Change in fair value on interest rate swaps	6,418	-	1,337	47	-	7,802	-	-	7,802
Increase in unrestricted net assets	$ 41,854	$ 2,807	$ 110	$ 1,095	$ (1)	$ 45,865	$ 25,254	$ (6,355)	$ 64,784

Dartmouth-Hitchcock Health and Subsidiaries
Consolidating Statements of Operations and Changes in Unrestricted Net Assets
Year Ended June 30, 2017

(in thousands of dollars)	D-HH and Other Subsidiaries	D-H and Subsidiaries	Cheshire and Subsidiaries	NLH and Subsidiaries	MAHHC and Subsidiaries	APD	VNH and Subsidiaries	Eliminations	Health System Consolidated
Unrestricted revenue and other support									
Net patient service revenue, net of contractual allowances and discounts	$ -	$ 1,447,961	$ 214,265	$ 59,928	$ 48,072	$ 65,835	$ 23,150	$ (19)	$ 1,859,192
Provisions for bad debts	-	42,963	14,125	2,010	1,705	2,275	567	-	63,645
Net patient service revenue less provisions for bad debts	-	1,404,998	200,140	57,918	46,367	63,560	22,583	(19)	1,795,547
Contracted revenue	(5,802)	89,427	-	-	1,861	-	-	(41,815)	43,671
Other operating revenue	673	106,775	3,264	3,837	3,038	1,537	381	(328)	119,177
Net assets released from restrictions	-	10,200	639	116	61	106	-	-	11,122
Total unrestricted revenue and other support	(5,129)	1,611,400	204,043	61,871	51,327	65,203	22,964	(42,162)	1,969,517
Operating expenses									
Salaries	1,009	787,644	102,769	30,311	24,273	29,397	11,197	(20,248)	966,352
Employee benefits	293	202,178	26,632	7,071	5,688	5,532	2,404	(4,941)	244,855
Medical supplies and medications	-	257,100	30,692	6,143	2,905	7,760	1,753	(273)	306,080
Purchased services and other	18,021	212,414	29,902	12,653	13,626	16,564	6,907	(18,282)	289,805
Medicaid enhancement tax	-	50,118	7,800	2,923	1,620	2,608	-	-	65,069
Depreciation and amortization	26	66,067	10,396	3,886	2,242	1,532	413	-	84,562
Interest	-	17,352	1,127	819	249	467	33	(209)	19,838
Total operating expenses	17,349	1,592,873	209,318	63,806	50,601	63,860	22,707	(43,953)	1,976,561
Operating (loss) margin	(22,478)	18,527	(5,275)	(1,935)	726	1,343	257	1,791	(7,044)
Non-operating gains (losses)									
Investment (losses) gains	(321)	44,746	2,124	1,516	1,045	439	1,716	(209)	51,056
Other, net	-	(3,003)	-	(879)	581	(161)	888	(1,579)	(4,153)
Contribution revenue from acquisition	20,215	-	-	-	-	-	-	-	20,215
Total non-operating gains, net	19,894	41,743	2,124	637	1,626	278	2,604	(1,788)	67,118
(Deficiency) excess of revenue over expenses	(2,584)	60,270	(3,151)	(1,298)	2,352	1,621	2,861	3	60,074
Unrestricted net assets									
Net assets released from restrictions (Note 7)	-	1,075	-	9	442	158	155	-	1,839
Change in funded status of pension and other postretirement benefits	-	(5,297)	4,031	-	(321)	-	-	-	(1,587)
Net assets transferred (from) to affiliates	(3,884)	(18,380)	900	143	986	-	20,215	-	-
Additional paid in capital	6,359	-	-	-	-	-	-	(6,359)	-
Other changes in net assets	-	-	-	-	(2,286)	(1,078)	-		(3,364)
Change in fair value on interest rate swaps	-	6,418	-	1,337	47		-	-	7,802
(Decrease) increase in unrestricted net assets	$ (89)	$ 44,086	$ 1,780	$ 191	$ 1,220	$ 701	$ 23,231	$ (6,356)	$ 64,764

Dartmouth-Hitchcock Health and Subsidiaries
Notes to Supplemental Consolidating Information
June 30, 2018 and 2017

1. Basis of Presentation

The accompanying supplemental consolidating information includes the consolidating balance sheet and the consolidating statement of operations and changes in unrestricted net assets of D-HH and subsidiaries. All intercompany accounts and transactions between D-HH and subsidiaries have been eliminated. The consolidating information presented is prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America consistent with the consolidated financial statements. The consolidating information is presented for purposes of additional analysis of the consolidated financial statements and is not required as part of the basic financial statements.

Dartmouth-Hitchcock Board of Trustees

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Dartmouth-Hitchcock

Job Description:

Position Title:	**Project Manager – Research**	**Job Code:**	**401872**
Exemption Status:	**Exempt**	**Grade:**	**S18**
Department Name:	**Various**	**Function:**	**CLN**
Reports To:	**Manager**	**Date:**	**5/25/16**

Position Summary: A brief description of the overall primary duties

Leads the implementation of project activities as assigned. Provides leadership to project assistants and project partners. Monitors grants activities, funding and expenditures budgeted under contracts and purchased services. Oversees data management, reporting and project communication with partners, sponsors & governmental agencies as appropriate.

Responsibilities: A listing of the key responsibilities

1. Organizes and manages implementation of project activities including evaluations, data collection and management, project coordination, and collaborative relations.
2. Coordinates and attends meetings to determine project requirements and participates in establishing timelines and project organization.
3. Tracks and manages program activity and collaborates with partners to assure integrity of project and timely problem resolution.
4. Assists and guides project assistants and other partners and supervises project staff as required.
5. Assures that data are successfully collected and managed so that confidentiality and data integrity is maintained, conduct data analysis as appropriate and provide reporting as required.
6. Organizes and participates in project meetings and follows up on communication among project participants in conjunction with Principal Investigators.
7. Monitors ongoing project plans, progress, budgets and expenditures and effectively communicates project status to leaders as applicable.
8. Prepares and initiates completion timelines and ensures all required project close out documents are obtained.
9. May develop training and instructional materials, manuals, and toolkits as needed.

Attach organizational chart for reference purposes, where applicable.

10. May prepare project communications via web sites and written materials for partners, sponsors and governmental agencies.
11. Assists in proposal writing, and participates in development of papers and presentations.
12. Participates in project review and recommends ideas for improvement initiatives.
13. Performs all other duties as required or assigned.

Minimum Qualifications:

- ✓ Bachelor's Degree in applicable field of study with five (5) years of research experience or the equivalent of education and research required.
- ✓ Master's Degree or PhD or foreign equivalent in relevant field, preferred.
- ✓ Comprehensive knowledge of research methods, procedures, and techniques.
- ✓ Experience in animal models may be required.
- ✓ Previous project related work involving complex scheduling and communications preferred.
- ✓ Exceptional organizational and management skills to plan and organize the research approach and project parameters.
- ✓ Grant writing/management experience preferred.
- ✓ Excellent oral communication and interpersonal skills.
- ✓ Knowledge of computer software applications used for research investigations.

Required Licensure/Certification Skills:

- ✓ None

APPROVAL:

Functional Leadership:	Kevin Williams	Date: 5/25/16
Compensation Representative:	Susan Monaghan	Date: 5/25/16

Attach organizational chart for reference purposes, where applicable.

Dartmouth-Hitchcock

Job Description:

Position Title:	**Associate Practice Manager**	**Job Code:**	**400158**
Exemption Status:	**Exempt**	**Grade:**	**S20**
Department Name:	**Various**	**Function:**	**ADM**
Reports To:	**Section Chief and Director**	**Date:**	**12/06/12**

Position Summary: A brief description of the overall primary duties

Responsible for day-to-day operations of a single-site within a multiple-site organization or majority of operations at a single-site organization.

Responsibilities: A listing of the key responsibilities

1. Assists the medical leader to lead the health care team of each assigned section in all aspects of the daily operations of the individual section(s). Utilizes problem solving skills to assist in the creation of a proactive work environment that maintains optimal section functioning.
2. Interviews and hires new support staff. Trains new employees in section administrative procedures, evaluate the performance of secretarial/nursing staff, encourage and support staff education, and fosters personal and professional development of all support personnel. Maintains and promotes a harmonious work environment within the section and handle performance problems up to and including termination. Continually assesses the sections needs and change support staff roles and levels as appropriate.
3. Assumes leadership responsibility for the operational and informational management systems in all assigned sections. Develops efficient procedures with an emphasis on high quality of patient care in the following areas: Patient scheduling, clerical office procedures, transcription, referring physician communication process, and informational systems use. Assists in the development of policies and procedures for all internal operating systems. Standardizes systems between sections.
4. Facilitates a multidisciplinary approach to problem identification and resolution with other departments/sections at DHMC.
5. Assists in the identification and development of new programs or methodologies for delivering the sections' services more effectively and efficiently. Initiates and reviews proposals for modifying operational systems, practices, policies and procedures, and implements necessary changes.

Attach organizational chart for reference purposes, where applicable.

6. Develops and carries out a full range of financial management activities of the assigned sections. Prepares the annual budget, monitors sections' performance in relation to budget, and develops strategies for improvement and/or the correction of deviations from budget.
7. Provides leadership and direction for sections in maximizing revenues and minimizing operating costs/expenses by periodically reviewing patient billing, coding practices and compliance, fee structure, and the implementations of revenue maximization and cost control measures where appropriate. Coordinated these activities with the institutional operating plan and the specific financial plan for the Department.
8. Assures adherence to institutional policies and procedures related to human resources, billing, scheduling, referring physician communication standards, etc.
9. In conjunction with the director, assumes leadership responsibility or assists with special Center-wide projects.
10. Performs other duties as required or assigned.

Minimum Qualifications:

- ✓ Bachelor of Science with 3 years of related supervisory/management experience or significant equivalent experience required.
- ✓ Master's degree preferred.
- ✓ Excellent organization, interpersonal, oral and writing skills required.
- ✓ Exemplary leadership qualities.
- ✓ Prior experience with budgetary preparation and systems development required.
- ✓ The ability to relate and deal effectively with physicians, administrators, support staff, and the general public with a high degree of tact and discretion required.

Required Licensure/Certification Skills:

- ✓ None

APPROVAL:

Department Director:_____ Date: _____

Compensation Representative: _____Date: _____

Attach organizational chart for reference purposes, where applicable.

Mary Hitchcock Memorial Hospital

Key Personnel

HUB contract for overnight services

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
TBD	Program Manager (Associate Practice Manager)	$70,000	50%	$35,000
TBD	Clinical Oversight/Leadership	$275,000	20%	$55,000

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

Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

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

October 30, 2018

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, Bureau of Drug and Alcohol Services, to amend a **retroactive, sole source** agreement with Mary Hitchcock Memorial Hospital, one (1) of the eight (8) vendors listed below, by increasing the Price Limitation from $16,606,487 by $2,500,170 to an amount not to exceed $19,106,657, to develop, implement and operationalize statewide clinical telephone overnight, weekend, and holiday coverage for Regional Hubs for opioid use disorder treatment and recovery support services, **retroactive** to October 31, 2018, through an unchanged completion date of September 29, 2020. The original contracts were approved by the Governor and Executive Council on October 31, 2018 (Item #17A). Federal Funds 100%.

Vendor Name	Vendor ID	Vendor Address	Current Budgets	Increase/ (Decrease)	Updated Budgets
Androscoggin Valley Hospital, Inc.	TBD	59 Page Hill Rd. Berlin, NH 03570	$1,559,611	$0	$1,559,611
Concord Hospital, Inc.	177653-B003	250 Pleasant St. Concord, NH, 03301	$1,845,257	$0	$1,845,257
Granite Pathways	228900-B001	10 Ferry St, Ste. 308, Concord, NH, 03301	$5,008,703	$0	$5,008,703
Littleton Regional Hospital	TBD	600 St. Johnsbury Road, Littleton, NH 03561	$1,572,101	$0	$1,572,101
LRGHealthcare	TBD	80 Highland St. Laconia, NH 003246	$1,593,000	$0	$1,593,000
Mary Hitchcock Memorial Hospital	177651-B001	One Medical Center Drive Lebanon, NH 03756	$1,543,788	$2,500,170	$4,043,958
The Cheshire Medical Center	155405-B001	580 Court St. Keene, NH 03431	$1,593,611	$0	$1,593,611
Wentworth-Douglass Hospital	TBD	789 Central Ave. Dover, NH 03820	$1,890,416	$0	$1,890,416
		Total	**$16,606,487**	**$2,500,170**	**$19,106,657**

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

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

SFY	Class/ Account	Class Title	Job Number	Current Funding	Increase/ (Decrease)	Updated Funding
2019	102-500731	Contracts for Prog Svc	92057040	$8,281,704	$1,043,573	$9,325,277
2020	102-500731	Contracts for Prog Svc	92057040	$7,992,783	$1,456,597	$9,449,380
2021	102-500731	Contracts for Prog Svc	92057040	$0	$0	$0
			Sub-Total	***$16,274,487***	***$2,500,170***	***$18,774,657***

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

SFY	Class/ Account	Class Title	Job Number	Current Funding	Increase/ (Decrease)	Updated Funding
2019	102-500731	Contracts for Prog Svc	92052561	$332,000	$0	$332,000
2020	102-500731	Contracts for Prog Svc	92052561	$0	$0	$0
2021	102-500731	Contracts for Prog Svc	92052561	$0	$0	$0
			Sub-Total	***$332,000***	***$0***	***$332,000***
			Grand Total	**$16,606,487**	**$2,500,170**	**$19,106,657**

EXPLANATION

This request is **sole source** because Mary Hitchcock Memorial Hospital came to an agreement with the other Regional Hubs for opioid use disorder (OUD) services (hereafter referred to as "Hubs) for the creation and use of shared overnight, weekend, and holiday clinical telephone coverage that leverages Mary Hitchcock Memorial Hospital's experience with similar after-hours telephone coverage. This agreement ensures that all nine (9) Hub locations have a standard process and protocol for management of Hub services. This eliminates variances in client experience based on their region, which is a core goal of the Hubs.

This request is **retroactive** because Mary Hitchcock Memorial Hospital is required to ensure that the clinical telephone coverage service begins by January 1, 2019 and this requires a rapid recruitment and hiring process to ensure that all staff are hired and trained to begin delivering services by that time.

The purpose of this amendment is for the provision of overnight, weekend, and holiday telephone coverage for the nine (9) Opioid Use Disorder (OUD) Access and Delivery Regional Hubs. The Contractor will ensure that licensed clinicians are available when the Regional Hubs are closed so that residents are always provided with OUD services as needed.

The Hubs ensure that every resident in NH has access to OUD treatment and recovery services in person during the week, along with 24/7 telephonic services for screening, assessment, and evaluations for OUD. The Hubs are situated to ensure that no one in NH has to travel more than sixty (60) minutes to access their Hub and initiate services. The vendors are responsible for providing screening, evaluation, closed loop referrals, and care coordination for clients along the continuum of care.

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

The Hubs also have a flexible needs fund for providers to access for OUD clients in need of financial assistance for services and items such as transportation, childcare, or medication co-pays not otherwise covered by another payer.

As referenced in Exhibit C-1 of this contract, the Department has the option to extend contracted services for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council. This contract will not be extended through this amendment. The Contractor will ensure coverage for the Hub regions for off hours requests from residents with OUD.

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

Should the Governor and Executive Council not authorize this request, individuals seeking help for OUD in NH during non-business day hours may not receive the help they need in a timely manner. This may increase the likelihood that individuals have delayed access to care for critical OUD services.

Area served: Statewide

Source of Funds: 100% Federal Funds from the Substance Abuse and Mental Health Services Administration. CFDA # 93.788, FAIN #TI081685

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

Respectfully submitted,

Katja S. Fox
Director

Approved by:

Jeffrey A. Meyers
Commissioner

05-95-92-920510-7040 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV OF, BUREAU OF DRUG & ALCOHOL SERVICES, STATE OPIOID RESPONSE GRANT					
100% Federal Funds					
Activity Code: 92057040					
Androscoggin Valley Hospital, Inc					
Vendor # TBD					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Increase (Decrease) Budget**	**Modified Budget**
2019	Contracts for Prog Svs	102-500731	$ 805,133.00		$ 805,133.00
2020	Contracts for Prog Svs	102-500731	$ 738,478.00		$ 738,478.00
2021	Contracts for Prog Svs	102-500731	$ -		$ -
Subtotal			$ 1,543,611.00	$ -	$ 1,543,611.00
Concord Hospital, Inc					
Vendor # 177653-B003					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Increase (Decrease) Budget**	**Modified Budget**
2019	Contracts for Prog Svs	102-500731	$ 947,662.00		$ 947,662.00
2020	Contracts for Prog Svs	102-500731	$ 897,595.00		$ 897,595.00
2021	Contracts for Prog Svs	102-500731	$ -		$ -
Subtotal			$ 1,845,257.00	$ -	$ 1,845,257.00
Granite Pathways					
Vendor # 228900-B001					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Increase (Decrease) Budget**	**Modified Budget**
2019	Contracts for Prog Svs	102-500731	$ 2,380,444.00		$ 2,380,444.00
2020	Contracts for Prog Svs	102-500731	$ 2,328,259.00		$ 2,328,259.00
2021	Contracts for Prog Svs	102-500731	$ -		$ -
Subtotal			$ 4,708,703.00	$ -	$ 4,708,703.00
Littleton Regional Hospital					
Vendor # TBD					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Increase (Decrease) Budget**	**Modified Budget**
2019	Contracts for Prog Svs	102-500731	$ 815,000.00		$ 815,000.00
2020	Contracts for Prog Svs	102-500731	$ 741,101.00		$ 741,101.00
2021	Contracts for Prog Svs	102-500731	$ -		$ -
Subtotal			$ 1,556,101.00	$ -	$ 1,556,101.00
LRGHealthcare					
Vendor # TBD					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Increase (Decrease) Budget**	**Modified Budget**
2019	Contracts for Prog Svs	102-500731	$ 820,000.00		$ 820,000.00
2020	Contracts for Prog Svs	102-500731	$ 773,000.00		$ 773,000.00
2021	Contracts for Prog Svs	102-500731	$ -		$ -
Subtotal			$ 1,593,000.00	$ -	$ 1,593,000.00

Mary Hitchcock Memorial Hospital					
Vendor # 177651-B001					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Increase (Decrease) Budget**	**Modified Budget**
2019	Contracts for Prog Svs	102-500731	$ 730,632.00	$ 1,043,573.00	$ 1,774,205.00
2020	Contracts for Prog Svs	102-500731	$ 813,156.00	$ 1,456,597.00	$ 2,269,753.00
2021	Contracts for Prog Svs	102-500731	$ -		$ -
Subtotal			$ 1,543,788.00	$ 2,500,170.00	$ 4,043,958.00
The Cheshire Medical Center					
Vendor # 155405-B001					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Increase (Decrease) Budget**	**Modified Budget**
2019	Contracts for Prog Svs	102-500731	$ 820,133.00		$ 820,133.00
2020	Contracts for Prog Svs	102-500731	$ 773,478.00		$ 773,478.00
2021	Contracts for Prog Svs	102-500731	$ -		$ -
Subtotal			$ 1,593,611.00	$ -	$ 1,593,611.00
Wentworth-Douglas Hospital					
Vendor # 157797					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Increase (Decrease) Budget**	**Modified Budget**
2019	Contracts for Prog Svs	102-500731	$ 962,700.00		$ 962,700.00
2020	Contracts for Prog Svs	102-500731	$ 927,716.00		$ 927,716.00
2021	Contracts for Prog Svs	102-500731	$ -		$ -
Subtotal			$ 1,890,416.00	$ -	$ 1,890,416.00

SUB TOTAL			$ 16,274,487.00	$ 2,500,170.00	$ 18,774,657.00

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

100% Federal Funds

Activity Code: 92052561

Androscoggin Valley Hospital, Inc					
Vendor # TBD					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Increase (Decrease) Budget**	**Modified Budget**
2019	Contracts for Prog Svs	102-500731	$ 16,000.00		$ 16,000.00
2020	Contracts for Prog Svs	102-500731	$ -		$ -
2021	Contracts for Prog Svs	102-500731	$ -		$ -
Subtotal			$ 16,000.00	$ -	$ 16,000.00
Concord Hospital, Inc					
Vendor # 177653-B003					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Increase (Decrease) Budget**	**Modified Budget**
2019	Contracts for Prog Svs	102-500731	$ -		$ -
2020	Contracts for Prog Svs	102-500731	$ -		$ -
2021	Contracts for Prog Svs	102-500731	$ -		$ -
Subtotal			$ -	$ -	$ -

Granite Pathways					
Vendor # 228900-B001					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Increase (Decrease) Budget**	**Modified Budget**
2019	Contracts for Prog Svs	102-500731	$ 300,000.00		$ 300,000.00
2020	Contracts for Prog Svs	102-500731	$ -		$ -
2021	Contracts for Prog Svs	102-500731	$ -		$ -
Subtotal			$ 300,000.00	$ -	$ 300,000.00
Littleton Regional Hospital					
Vendor # TBD					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Increase (Decrease) Budget**	**Modified Budget**
2019	Contracts for Prog Svs	102-500731	$ 16,000.00		$ 16,000.00
2020	Contracts for Prog Svs	102-500731	$ -		$ -
2021	Contracts for Prog Svs	102-500731	$ -		$ -
Subtotal			$ 16,000.00	$ -	$ 16,000.00
LRGHealthcare					
Vendor # TBD					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Increase (Decrease) Budget**	**Modified Budget**
2019	Contracts for Prog Svs	102-500731	$ -		$ -
2020	Contracts for Prog Svs	102-500731	$ -		$ -
2021	Contracts for Prog Svs	102-500731	$ -		$ -
Subtotal			$ -	$ -	$ -
Mary Hitchcock Memorial Hospital					
Vendor # 177651-B001					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Increase (Decrease) Budget**	**Modified Budget**
2019	Contracts for Prog Svs	102-500731	$ -		$ -
2020	Contracts for Prog Svs	102-500731	$ -		$ -
2021	Contracts for Prog Svs	102-500731	$ -		$ -
Subtotal			$ -	$ -	$ -
The Cheshire Medical Center					
Vendor # 155405-B001					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Increase (Decrease) Budget**	**Modified Budget**
2019	Contracts for Prog Svs	102-500731	$ -		$ -
2020	Contracts for Prog Svs	102-500731	$ -		$ -
2021	Contracts for Prog Svs	102-500731	$ -		$ -
Subtotal			$ -	$ -	$ -
Wentworth-Douglas Hospital					
Vendor # 157797					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Increase (Decrease) Budget**	**Modified Budget**
2019	Contracts for Prog Svs	102-500731	$ -		$ -
2020	Contracts for Prog Svs	102-500731	$ -		$ -
2021	Contracts for Prog Svs	102-500731	$ -		$ -
Subtotal			$ -	$ -	$ -
SUB TOTAL			$ 332,000.00	$ -	$ 332,000.00

TOTAL			$ 16,606,487.00	$ 2,500,170.00	$ 19,106,657.00
Summary by Vendor			Total Amount	Total Amount	Total Amount
Adroscoggin Valley Hospital, Inc			$ 1,559,611.00	$ -	$ 1,559,611.00
Concord Hospital, Inc			$ 1,845,257.00	$ -	$ 1,845,257.00
Granite Pathways			$ 5,008,703.00	$ -	$ 5,008,703.00
Littleton Regional Hospital			$ 1,572,101.00	$ -	$ 1,572,101.00
LRGHealthcare			$ 1,593,000.00	$ -	$ 1,593,000.00
Mary Hitchcock Memorial Hospital			$ 1,543,788.00	$ 2,500,170.00	$ 4,043,958.00
The Cheshire Medical Center			$ 1,593,611.00	$ -	$ 1,593,611.00
Wentworth-Douglas Hospital			$ 1,890,416.00	$ -	$ 1,890,416.00
Total			$ 16,606,487.00	$ 2,500,170.00	$ 19,106,657.00

Summary by Vendor			SFY 19 Total Amount	SFY 19 Total Amount	SFY 19 Total Amount
Adroscoggin Valley Hospital, Inc			$ 821,133.00	$ -	$ 821,133.00
Concord Hospital, Inc			$ 947,662.00	$ -	$ 947,662.00
Granite Pathways			$ 2,680,444.00	$ -	$ 2,680,444.00
Littleton Regional Hospital			$ 831,000.00	$ -	$ 831,000.00
LRGHealthcare			$ 820,000.00	$ -	$ 820,000.00
Mary Hitchcock Memorial Hospital			$ 730,632.00	$ 1,043,573.00	$ 1,774,205.00
The Cheshire Medical Center			$ 820,133.00	$ -	$ 820,133.00
Wentworth-Douglas Hospital			$ 962,700.00	$ -	$ 962,700.00
Total			$ 8,613,704.00	$ 1,043,573.00	$ 9,657,277.00

Summary by Vendor			SFY 20 Total Amount	SFY 20 Total Amount	SFY 20 Total Amount
Adroscoggin Valley Hospital, Inc			$ 738,478.00	$ -	$ 738,478.00
Concord Hospital, Inc			$ 897,595.00	$ -	$ 897,595.00
Granite Pathways			$ 2,328,259.00	$ -	$ 2,328,259.00
Littleton Regional Hospital			$ 741,101.00	$ -	$ 741,101.00
LRGHealthcare			$ 773,000.00	$ -	$ 773,000.00
Mary Hitchcock Memorial Hospital			$ 813,156.00	$ 1,456,597.00	$ 2,269,753.00
The Cheshire Medical Center			$ 773,478.00	$ -	$ 773,478.00
Wentworth-Douglas Hospital			$ 927,716.00	$ -	$ 927,716.00
Total			$ 7,992,783.00	$ 1,456,597.00	$ 9,449,380.00

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Access and Delivery Hub
For Opioid Use Disorder Services Contract

This 1st Amendment to the Access and Delivery Hub for Opioid Use Disorder Services contract (hereinafter referred to as "Amendment #1") dated this 19th day of October, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Mary Hitchcock Memorial Hospital, (hereinafter referred to as "the Contractor"), a corporation with a place of business at One Medical Center Drive, Lebanon, NH, 03756.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on October 31, 2018 (Item #17A), 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 Form P-37, General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $4,043,958.

2. Add Exhibit A, Scope of Services, Section 3, Scope of Work for Hub Activities, Subsection 3.2, Paragraph 3.2.4 as follows:

   3.2.4 The Contractor shall provide overnight, weekend, and holiday clinical telephone services for Regional Hubs as defined in Exhibit A-1.

3. Add Exhibit A-1 Additional Scope of Services.
4. Add Exhibit B-1, Budget Sheet, Overnight and Weekend Clinical Telephone Services.
5. Add Exhibit B-2, Budget Sheet, Overnight and Weekend Clinical Telephone Services.

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

State of New Hampshire
Department of Health and Human Services

11/1/18
Date

Name: Katja S Fox
Title: Director

Mary Hitchcock Memorial Hospital

10/30/2018
Date

Name: Edward J. Merrens
Title: Chief Clinical Officer

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Grafton on October 30, 2018, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Laura Rondeau, Notary Public
Name and Title of Notary or Justice of the Peace

My Commission Expires: April 19, 2022

LAURA K. RONDEAU
STATE OF
- MY -
COMMISSION
EXPIRES
April 19,
2022
NEW HAMPSHIRE
NOTARY PUBLIC

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

OFFICE OF THE ATTORNEY GENERAL

10/31/18
Date

Name:
Title:

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:

Additional Scope of Services

1. Scope of Work

1.1. The Contractor shall provide overnight (from 5 pm through 8 am), weekend (from Saturday at 8 am through Monday at 8 am), and ten (10) State holiday clinical telephone coverage for nine (9) Opioid Use Disorder Access and Delivery Hubs at the following locations:

1.1.1. Concord.

1.1.2. Lebanon.

1.1.3. Keene.

1.1.4. Laconia.

1.1.5. Manchester.

1.1.6. Nashua.

1.1.7. Littleton.

1.1.8. Berlin.

1.1.9. Dover.

1.2. The Contractor shall ensure minimum shift coverage includes, but is not limited to:

1.2.1. One (1) clinician Monday through Friday between the hours of 5 pm and 8 am.

1.2.2. One (1) clinician between Saturday at 8 am and Monday at 8 am.

1.2.3. An additional one (1) clinician for shift coverage not to exceed twenty-eight (28) hours as determined by the Contractor and Department pursuant to Section 1.3.

1.3. The Contractor shall collaborate with the Department to determine ongoing staffing and resource needs for overnight and weekend call coverage based on call volumes and demand. The Contractor shall ensure:

1.3.1. On-call staffing by licensed clinicians and/or on call pager back-up coverage is available for the shifts outlined in Subsection 1.2 are sufficient to meet the call volume to ensure that clients are not on hold or receiving busy signals when transferred from 2-1-1 NH.

1.3.2. Licensed clinicians with the ability to assess for co-occurring mental health needs are given preference for open positions.

1.4. The Contractor shall ensure that telephonic services provided during the shifts outlined in Subsection 1.2 include, at a minimum:

1.4.1. Crisis intervention and stabilization, which ensures that individuals in an acute OUD related crisis that require immediate, non-emergency intervention are provided with crisis counseling services by a licensed clinician.

1.4.2. Directing callers to 911 if a client is in imminent danger or there is an emergency.

EM

1.4.2.1. If the client is unable or unwilling to call 911, contacting emergency services on behalf of the client based on the clinician's clinical judgement.

1.4.3. Screening.

1.4.4. Coordinating with shelters or emergency services, as needed.

1.4.5. Providing clinical evaluation in accordance with the American Society of Addiction Medicine (ASAM) telephonically, if appropriate and reasonable to conduct, based on the callers mental state, willingness, and health status, including:

1.4.5.1. Evaluation of all American Society of Addiction Medicine Criteria (ASAM, October 2013), domains.

1.4.5.2. A level of care recommendation, based on ASAM Criteria (October 2013) when possible, which will be sent to the client's preferred Regional Hub

1.4.5.3. Identification of client strengths and resources that can be used to support treatment and recovery when possible, which will be sent to the client's preferred Regional Hub.

1.4.6. Communicating the client's preferred scheduling needs for face-to-face intake to the client's preferred Regional Hub in order for the client to obtain an evaluation and referral services, if determined necessary.

1.4.7. Ensuring the client's preferred Regional Hub receives information on the outcome and events of the call for continued client follow-up and care.

1.5. The Contractor shall ensure a Continuity of Operations Plan for landline outage.

1.6. The Contractor shall have the clinical telephone coverage operational by January 1, 2019, unless an alternative timeline is approved prior to that date by the Department.

1.7. The Contractor shall ensure formalized coordination with 2-1-1 NH as the public facing telephone service for all service access. This coordination shall include:

1.7.1. Establishing an agreement with 2-1-1 NH which defines the workflows to coordinate 2-1-1 NH calls and weekend and overnight call coverage activities including the following workflow:

1.7.1.1. Individuals seeking substance use disorder treatment services will call 2-1-1 NH;

1.7.1.2. If an individual is seeking information only, 2-1-1 NH staff will provide that information;

1.7.1.3. If an individual is in an OUD related crisis and wants to speak with a licensed counselor and/or is seeking assistance with accessing treatment services, 2-1-1 NH staff will transfer the caller to the on-call clinician.

1.7.2. The MOU with 2-1-1 NH shall include a process for bi-directional information sharing of updated referral resource databases to ensure that each entity has recently updated referral information.

1.8. The Contractor shall collaborate with the Department to determine a process for obtaining consent forms from all clients served telephonically, either in-person or through electronic means, to ensure compliance with all applicable state and federal confidentiality laws if the results of a call are being sent to the client's preferred Regional Hub.

1.9. The Contractor shall collaborate with each of the nine (9) Hub locations to determine a process for obtaining appropriate consent forms in compliance with all applicable state and federal confidentiality laws from all clients served telephonically when the client presents at their preferred Regional Hub in order to enable the sharing of information on services provided to the client during the hours outlined in Subsection 1.1.

1.10. The Contractor shall ensure that services provided during weekend and overnight coverage are in in accordance with:

1.10.1. The twelve (12) Core Functions of the Alcohol and Other Drug Counselor.

1.10.2. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice, available at http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171.

1.10.3. The four (4) recovery domains as described by the International Credentialing and Reciprocity Consortium, available at http://www.internationalcredentialing.org/Resources/Candidate%20Guides/PR%20candidate%20guide%201-14.pdf.

1.10.4. TIP 27: Comprehensive Case Management for Substance Abuse Treatment, available at https://store.samhsa.gov/product/TIP-27-Comprehensive-Case-Management-for-Substance-Abuse-Treatment/SMA15-4215.

1.11. The Contractor shall market and advertise Regional Hub services in accordance with the shared marketing strategy that will be defined by all nine (9) Hub locations in collaboration with the Department.

2. Subcontracting

2.1. The Contractor shall submit any and all subcontracts they propose to enter into for services provided through this contract to the Department for approval prior to execution.

3. Staffing

3.1. The Contractor shall ensure that minimum clinical staff requirements outlined in Subsection 1.2 are met.

3.2. The Contractor shall ensure that the clinical telephone coverage staff includes a minimum of:

3.2.1. One (1) FTE Administrative Coordinator responsible for scheduling call coverage;

3.2.2. One (.5) FTE Program Manager for call-center operations; and

3.2.3. One (.2) FTE Clinician to provide clinical leadership and oversight for clinical telephone coverage operations and staff.

3.3. The Contractor must meet the training requirements for all clinical staff which include, but are not limited to:

3.3.1. Suicide prevention and early warning signs.

3.3.2. The 12 Core Functions of the Alcohol and Other Drug Counselor.

3.3.3. The standards of practice and ethical conduct, with particular emphasis given to the individual's role and appropriate responsibilities, professional boundaries, and power dynamics.

3.3.4. An approved course on the twelve (12) core functions and The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice within twelve (12) months of hire.

3.3.5. A Department approved ethics course within twelve (12) months of hire.

3.4. The Contractor shall require its end users as defined in Exhibit K of this agreement, to receive periodic training in practices and procedures to ensure compliance with information security, privacy or confidentiality in accordance with state administrative rules and state and federal laws.

3.5. Required trainings in Subection 3.3 are may be satisfied through existing licensure requirements and/or through Department approved alternative training curriculums and/or certifications.

3.6. The Contractor shall provide in-service training to all staff involved in client care within fifteen (15) days of the contract effective date or the staff person's start date regarding:

3.6.1. The contract requirements.

3.6.2. All other relevant policies and procedures provided by the Department.

3.7. The Contractor shall notify the Department in writing:

3.7.1. When a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program, within one (1) month of hire.

3.7.2. When there is not sufficient staffing to perform all required services for more than one (1) month, within fourteen (14) calendar days.

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

4. Reporting

4.1. The Contractor shall submit quarterly de-identified, aggregate information to the Department as determined by the Contractor and the Department which may include:

4.1.1. Number of phone calls received

4.1.2. Nature of each phone call.

4.1.3. Percentage of total callers who hang up before reaching a clinician.

4.1.4. Average amount of time it takes for the call to be answered by a clinician.

4.1.5. Average amount of time a clinician spends speaking with the caller.

4.1.6. Percentage of callers that received a busy tone when they call.

4.1.7. Caller demographics and information when available including, but not limited to:

4.1.7.1. Substance of choice.

4.1.7.2. Housing issues.

4.1.7.3. Criminal Justice issues.

4.1.7.4. Employment issues.

4.1.8. Caller location.

4.1.9. Emergency/Imminent Risk Involvement/Level of Urgency.

4.1.10. Services sought.

4.1.11. Outcome of each phone call including, but not limited to:

4.1.11.1. Referrals to Hub for services and clinical evaluation.

4.1.11.2. Information and resources provided via the phone.

4.2. The Contractor shall collaborate with the Department on collection of other federally required data points specific to this funding opportunity as identified by SAMHSA over the grant period.

5. Deliverables

5.1. The Contractor shall have the clinical telephone coverage in all nine (9) Hubs regions in Subsection 1.1 operational by January 1, 2019 unless an alternative timeline has been submitted to and approved by the Department.

New Hampshire Department of Health and Human Services

Contractor Name: Mary Hitchcock Memorial Hospital

Budget Request for: Access and Delivery Hub for Opioid Use Disorder Service
HUB Overnight Coverage

Budget Period: SFY 19 (G&C Approval - 6/30/2019)

Line Item	Total Program Cost			Contractor Share / Match			Funded	
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	
1. Total Salary/Wages	$ 395,352	$ 115,838	$ 511,190	$ -	$ -	$ -	$ 395,352	$
2. Employee Benefits	$ 125,743	$ 36,843	$ 162,585	$ -	$ -	$ -	$ 125,743	$
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Telephone	$ 6,000	$ 1,758	$ 7,758	$ -	$ -	$ -	$ 6,000	$
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Insurance	$ 200,000	$ 58,600	$ 258,600	$ -	$ -	$ -	$ 200,000	$
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
9. Software	$ 50,000	$ 14,650	$ 64,650	$ -	$ -	$ -	$ 50,000	$
10. Marketing/Communications	$ 15,000	$ 4,395	$ 19,395	$ -	$ -	$ -	$ 15,000	$
11. Staff Education and Training	$ 15,000	$ 4,395	$ 19,395	$ -	$ -	$ -	$ 15,000	$
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -		
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
TOTAL	$ 807,095	$ 236,479	$ 1,043,573	$ -	$ -	$ -	$ 807,095	$
Indirect As A Percent of Direct		29.3%						

New Hampshire Department of Health and Human Services

Contractor Name: Mary Hitchcock Memorial Hospital

Budget Request for: Access and Delivery Hub for Opioid Use Disorder Service
HUB Overnight Coverage

Budget Period: SFY 20 (7/1/2019-6/30/2020)

Line Item	Total Program Cost			Contractor Share / Match			Funded	
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	
1. Total Salary/Wages	$ 678,688	$ 198,855	$ 877,543	$ -	$ -	$ -	$ 678,688	$
2. Employee Benefits	$ 170,838	$ 50,055	$ 220,893	$ -	$ -	$ -	$ 170,838	$
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Telephone	$ 12,000	$ 3,516	$ 15,516	$ -	$ -	$ -	$ 12,000	$
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Insurance	$ 200,000	$ 58,600	$ 258,600	$ -	$ -	$ -	$ 200,000	$
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
9. Software	$ 50,000	$ 14,650	$ 64,650	$ -	$ -	$ -	$ 50,000	$
10. Marketing/Communications	$ 5,000	$ 1,465	$ 6,465	$ -	$ -	$ -	$ 5,000	$
11. Staff Education and Training	$ 10,000	$ 2,930	$ 12,930	$ -	$ -	$ -	$ 10,000	$
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
TOTAL	$ 1,126,525	$ 330,072	$ 1,456,597	$ -	$ -	$ -	$ 1,126,525	$
Indirect As A Percent of Direct		29.3%						

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17A mac

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

BUREAU OF DRUG AND ALCOHOL SERVICES

Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

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

October 17, 2018

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

REQUESTED ACTION

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

Vendor Name	Vendor ID	Vendor Address	Amount
Androscoggin Valley Hospital, Inc.	TBD	59 Page Hill Rd. Berlin, NH 03570	$1,559,611
Concord Hospital, Inc.	177653-B003	250 Pleasant St. Concord, NH, 03301	$1,845,257
Granite Pathways	228900-B001	10 Ferry St, Ste. 308, Concord, NH, 03301	$5,008,703
Littleton Regional Hospital	TBD	600 St. Johnsbury Road Littleton. NH 03561	$1,572,101
LRGHealthcare	TBD	80 Highland St. Laconia, NH 003246	$1,593,000
Mary Hitchcock Memorial Hospital	177651-B001	One Medical Center Drive Lebanon, NH 03756	$1,543,788
The Cheshire Medical Center	155405-B001	580 Court St. Keene, NH 03431	$1,593,611
Wentworth-Douglass Hospital	TBD	789 Central Ave. Dover, NH 03820	$1,890,416
		Total	**$16,606,487**

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

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

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

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

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

EXPLANATION

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

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

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

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

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

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

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

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

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

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

Area served: Statewide

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

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

Respectfully submitted,

Katja S. Fox
Director

Approved by:

Jeffrey A. Meyers
Commissioner

FORM NUMBER P-37 (version 5/8/15)

Subject: Access and Delivery Hub for Opioid Use Disorder Services (SS-2019-BDAS-05-ACCES-04)

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Mary Hitchcock Memorial Hospital		1.4 Contractor Address One Medical Center Dr, Lebanon, NH, 03756	
1.5 Contractor Phone Number (603) 650-5000	1.6 Account Number 05-95-92-7040-500731	1.7 Completion Date September 29, 2020	1.8 Price Limitation $1,543,788
1.9 Contracting Officer for State Agency Nathan D. White Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature Edward Merrens		1.12 Name and Title of Contractor Signatory Edward Merrens Chief Clinical Officer	

1.13 Acknowledgement: State of New Hampshire County of Grafton

On October 18, 2018, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[Seal] NOTARY PUBLIC STATE OF NEW HAMPSHIRE MY COMMISSION EXPIRES APRIL 19, 2022

1.13.2 Name and Title of Notary or Justice of the Peace

1.14 State Agency Signature Date: 10/19/18	1.15 Name and Title of State Agency Signatory Katja S Fox, Director

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

By: Director, On:

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

By: On: Megan A. Lyde-Attorney 10/19/18

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

By: On:

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

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

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

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

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

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

Contractor Initials
Date 10/18/18

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

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

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

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

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

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

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

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

Contractor Initials
Date 10/16/18

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials

Date 10/18/18

Scope of Services

1. Provisions Applicable to All Services

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

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

1.3. For the purposes of this contract, the Contractor shall be identified as a subrecipient, in accordance with 2 CFR 200.0. *et seq.*

1.4. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after September 29, 2020, and the Department shall not be liable for any payments for services provided after September 29, 2020, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2020-2021 and SFY 2022-2023 biennia.

2. Scope of Work

2.1. The Contractor will develop, implement and operationalize a Regional Hub for substance use disorder treatment and recovery support service access (Hub).

2.2. The Contractor shall provide residents in the Lebanon Region with access to referrals to substance use disorder treatment and recovery support services and other health and social services.

2.3. The Contractor shall participate in technical assistance, guidance, and oversight activities directed by the Department for implementation of Hub services.

2.4. The Contractor shall have the Hub operational by January 1, 2019 unless an alternative timeline has been approved prior to that date by the Department.

2.5. The Contractor shall collaborate with the Department to develop a plan no later than July 1, 2019 for the resources, timeline and infrastructure requirements to develop and maintain a centralized referral database of substance use disorder and mental health treatment providers.

2.5.1. The database shall include the real-time availability of services and providers to ensure rapid placement into appropriate levels of care for Hub clients which the Hub will update daily, at a minimum.

2.5.2. The data and the centralized database shall be the property of the Department.

2.6. The Contractor shall operationalize the use of the centralized database at a date agreed upon between the Department and the Contractor based on securing the resource needs identified in 2.5.

2.7. The Contractor shall collaborate with the Department to assess the Contractor's level of readiness, capacity and additional resource needs required to expand Hub services in-house to include, but not be limited to:

2.7.1.1. Medication assisted treatment induction at emergency rooms and facilitated coordination with ongoing hub care coordination inclusive of the core principles of the Medication First Model.

2.7.1.2. Outpatient and inpatient substance use disorder services, in accordance with ASAM.

2.7.1.3. Coordinating overnight placement for Hub clients engaged in Hub services between the hours of 5 pm to 8 am in need of a safe location while awaiting treatment placement the following business day.

2.7.1.4. Expanding populations for Hub core services.

2.8. The Contractor shall collaborate with the Department to identify gaps in financial and staffing resources throughout the contract period.

2.9. The Contractor, either alone or in collaboration with other Hubs, shall ensure formalized coordination with 2-1-1 NH as the public facing telephone service for all Hub service access. This coordination shall include:

2.9.1. Establishing an MOU with 2-1-1 NH which defines the workflows to coordinate 2-1-1 NH calls and Hub activities including the following workflow:

2.9.1.1. Individuals seeking substance use disorder treatment services will call 2-1-1 NH;

2.9.1.2. If an individual is seeking information only, 2-1-1 NH staff will provide that information;

2.9.1.3. If an individual is in an SUD related crisis and wants to speak with a licensed counselor and/or is seeking assistance with accessing treatment services, 2-1-1 NH staff will transfer the caller to the Hub or on-call Hub clinician.

2.9.2. The MOU with 2-1-1 NH shall include a process for bi-directional information sharing of updated referral resource databases to ensure that each entity has recently updated referral information.

2.10. The Contractor shall establish formalized agreements for coordination of services and case management services provided by Integrated Delivery Networks (IDNs) to reduce duplication of services and leverage existing integrated care projects in their region.

2.11. The Contractor with the assistance of the Department shall attempt to establish formalized agreements with:

2.11.1. Medicaid Managed Care Organizations to coordinate case management efforts on behalf of the client.

2.11.2. Private insurance carriers to coordinate case management efforts on behalf of the client.

2.12. The Contractor shall be required to create policies for obtaining patient consent to disclose protected health information as required by state administrative rules and federal and state laws for agreements reached with Managed Care Organizations and private insurance carriers as outlined in Subsection 2.11.

2.13. The Contractor shall develop a Department approved conflict of interest policy related to Hub services and self-referrals to Hub organization substance use disorder treatment and recovery support service programs funded outside of this contract that maintains the integrity of the referral process and client choice in determining placement in care.

3. Scope of Work for Hub Activities

3.1. The Contractor shall ensure that unless an alternative schedule for the Hub to meet the needs of the community is proposed and approved by the Department, the Hub provides, in one location, during normal business hours (8am-5pm) Monday through Friday, at a minimum:

3.1.1. A physical location for clients to receive face-to-face services.

3.1.2. Telephonic services for calls referred to the Hub by 2-1-1 NH.

3.1.3. Screening to assess an individual's potential need for Hub services.

3.1.4. Crisis intervention and stabilization which ensures that individuals in an acute OUD related crisis that require immediate, non-emergency intervention are provided with crisis intervention counseling services by a licensed clinician. If the client is calling rather than physically presenting at the Hub, this includes, but is not limited to:

3.1.4.1. Directing callers to 911 if a client is in imminent danger or there is an emergency.

3.1.4.2. If the client is unable or unwilling to call 911, the Hub shall contact emergency services.

3.1.5. Clinical evaluation including:

3.1.5.1. Evaluation of all American Society of Addiction Medicine Criteria (ASAM, October 2013), domains.

3.1.5.2. A level of care recommendation based on ASAM Criteria (October 2013).

3.1.5.3. Identification of client strengths and resources that can be used to support treatment and recovery.

3.1.6. Development of a clinical service plan in collaboration with the client based on the clinical evaluation referenced in Paragraph 3.1.5. The service plan shall include, but not be limited to:

3.1.6.1. Determination of an initial ASAM level of care.

3.1.6.2. Identification of any needs the client may have relative to supportive services including, but not limited to:

3.1.6.2.1. Physical health needs.

3.1.6.2.2. Mental health needs.

3.1.6.2.3. Need for peer recovery support services.

3.1.6.2.4. Social services needs.

3.1.6.2.5. Needs regarding criminal justice/Division for Children, Youth, and Families (DCYF) matters.

3.1.6.3. Plan for addressing all areas of need identified in Subparagraph 3.1.6.2 by determining goals that are patient-centered, specific, measurable, attainable, realistic, and timely (SMART goals).

3.1.6.4. When the level of care identified in 3.1.6.1 is not available to the client within 48 hours of service plan development, the service plan shall include plans for referrals to external providers to offer interim services, which are defined as:

3.1.6.4.1. At least one sixty (60) minute individual or group outpatient session per week and/or;

3.1.6.4.2. Recovery support services, as needed by the client; and/or

3.1.6.4.3. Daily calls to the client to assess and respond to any emergent needs.

3.1.7. A staff person, which can be the licensed clinician, CRSW outlined in the Staffing section, or other non-clinical support staff, capable of aiding specialty populations in accessing services that may have additional entry points to services or specific eligibility criteria. Specialty populations include, but are not limited to:

3.1.7.1. Veterans and/or service members.

3.1.7.2. Pregnant women.

3.1.7.3. DCYF involved families.

3.1.7.4. Individuals at-risk of or with HIV/AIDS.

3.1.7.5. Adolescents.

3.1.8. Facilitated referrals to substance use disorder treatment and recovery support and other health and social services which shall include, but not be limited to:

3.1.8.1. Developing and implementing adequate consent policies and procedures for client-level data sharing and shared care planning with external providers, in accordance with HIPAA and 42 CFR Part 2.

3.1.8.2. Determining referrals based on the service plan developed in Paragraph 3.1.6.

3.1.8.3. Assisting clients with obtaining services with the provider agency, as appropriate.

3.1.8.4. Contacting the provider agency on behalf of the client, as appropriate.

3.1.8.5. Assisting clients with meeting the financial requirements for accessing services including, but not limited to:

3.1.8.5.1. Identifying sources of financial assistance for accessing services and supports, and;

3.1.8.5.2. Providing assistance in accessing such financial assistance including, but not limited to:

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

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

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

3.1.8.5.3. When no other payer is available, assisting clients with accessing services by maintaining a flexible needs fund specific to the Hub region that supports clients who meet the eligibility criteria for assistance under the NH DHHS SOR Flexible Needs Fund Policy with their financial needs including, but not limited to:

3.1.8.5.3.1. Co-pay and deductible assistance for medications and treatment services.

3.1.8.5.3.2. Treatment cost assistance to be provided when the needed service is not covered by the individual's public or private insurance.

3.1.8.5.3.3. Recovery housing vouchers.

3.1.8.5.3.4. Childcare.

3.1.8.5.3.5. Transportation.

3.1.8.5.3.6. Recreational and alternative therapies supported by evidence (for example, acupuncture).

3.1.8.5.4. Collaborating with the Department on defining the amount available and determining the process for flexible needs fund eligibility determination and notifying service providers of funds available in their region for clients to access.

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

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

3.1.9.2. Supporting clients in meeting the admission, entrance, and intake requirements of the provider agency.

3.1.9.3. Ongoing follow-up and support of clients engaged in services in collaboration or consultation with the client's external service provider(s) until such time that the discharge Government Performance and Results Act (GPRA) interview in 3.1.9.6.4 is completed including, but not limited to:

3.1.9.3.1. Attempting to contact each client at a minimum, once per week until such time that the discharge GPRA interview in Section 3.1.9.4 has been completed, according to the following guidelines:

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

3.1.9.3.1.2. If the attempt in 3.1.9.3.1.1 is not successful, attempt a second contact, as necessary, by telephone, in person or by an alternative method approved by the Department at such a time when the client would normally be available no sooner than two (2) days and no later than three (3) days after the first attempt.

3.1.9.3.1.3. If the attempt in 3.1.9.3.1.2 is not successful, attempt a third contact, as necessary, by telephone, in person or by an alternative method approved by the Department at such a time when the client would normally be available, no sooner than two (2) days and no later than three (3) days after the second attempt.

3.1.9.4. When the follow-up in 3.1.9.3 results in a determination that the individual is at risk of self-harm, the minimum attempts for contact shall be no less than three (3) times each week and aligned with clinical best practices for prevention of suicide.

3.1.9.5. When possible, client contact and outreach shall be conducted in coordination and consultation with the client's external service provider to ensure continuous communication and collaboration between the Hub and service provider.

3.1.9.5.1. Each successful contact shall include, but not be limited to:

3.1.9.5.1.1. Inquiry on the status of each client's recovery and experience with their external service provider.

3.1.9.5.1.2. Identification of client needs.

3.1.9.5.1.3. Assisting the client with addressing needs, as identified in Subparagraph 3.1.6.2.

3.1.9.5.1.4. Providing early intervention to clients who have relapsed or whose recovery is at risk.

3.1.9.6. Collecting and documenting attempts to collect client-level data at multiple intervals including, but not limited to ensuring the GPRA Interview tool is completed and entered into the Substance Abuse and Mental Health Services Administration's (SAMHSA's) Performance Accountability and Reporting System (SPARS), at a minimum:

3.1.9.6.1. At intake or within three (3) days following initial client contact.

3.1.9.6.2. Three (3) months post intake into Hub services.

3.1.9.6.3. Six (6) months post intake into Hub services.

3.1.9.6.4. Upon discharge from the initially referred service.

3.1.9.6.4.1. If the client is discharged from services before the time intervals in 3.1.9.6.2 or 3.1.9.6.3 the Hub must make every reasonable effort to conduct a follow-up GPRA for that client.

3.1.9.6.4.2. If a client is re-admitted into services after discharge or being lost to care, the Hub is not required to re-administer the intake GPRA but must complete a follow-up GPRA for the time interval in 3.1.9.6.2 and 3.1.9.6.3 closest to the intake GPRA

3.1.9.7. Documenting any loss of contact in the SPARS system using the appropriate process and protocols as defined by SAMHSA through technical assistance provided under the State Opioid Response grant.

3.1.9.8. Ensuring that contingency management strategies are utilized to increase client engagement in follow-up GPRA interviews which may include, but are not limited to gift cards provided to clients for follow-up participation at each follow-up interview which shall not exceed thirty dollars ($30) in value.

3.1.9.8.1. Payments to incentivize participation in treatment are not allowable.

3.1.10. Naloxone purchase, distribution, information, and training to individuals and organizations who meet the eligibility criteria for receiving kits under the NH DHHS Naloxone Distribution Policy regarding the use of naloxone.

3.2. The Contractor shall ensure that, at a minimum, after-hours (5pm to 8am), on-call, telephonic services are provided by a licensed clinician affiliated with one or more of the Hubs, seven (7) days a week and that the clinician has the ability to coordinate continued client care with the Hub in the individual's region.

3.2.1. On-call staffing by licensed clinicians shall be sufficient to meet the call volumes during the hours outlined in Subsection 3.2 to ensure that clients are not on hold or receiving busy signals when transferred from 2-1-1 NH.

3.2.2. The Contractor shall give preference to licensed clinicians with the ability to assess for co-occurring mental health needs.

3.2.3. Telephonic services to be provided include, at a minimum:

3.2.3.1. Crisis intervention and stabilization which ensures that individuals in an acute OUD related crisis that require immediate, non-emergency intervention are provided with crisis counseling services by a licensed clinician.

3.2.3.2. Directing callers to 911 if a client is in imminent danger or there is an emergency.

3.2.3.2.1. If the client is unable or unwilling to call 911, contacting emergency services on behalf of the client.

3.2.3.3. Screening.

3.2.3.4. Coordinating with shelters or emergency services, as needed.

3.2.3.5. Providing clinical evaluation telephonically, if appropriate, based on the callers mental state and health status.

3.2.3.6. Scheduling the client for face-to-face intake at the client's Hub for an evaluation and referral services, if determined necessary.

3.2.3.7. Ensuring a Continuity of Operations Plan for landline outage.

3.3. The Contractor shall obtain treatment consent forms from all clients served, either in-person or through electronic means, to ensure compliance with all applicable state and federal confidentiality laws.

3.4. The Contractor shall provide services for both day and overnight shifts in accordance with:

3.4.1. The twelve (12) Core Functions of the Alcohol and Other Drug Counselor.

3.4.2. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice, available at http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171.

3.4.3. The four (4) recovery domains as described by the International Credentialing and Reciprocity Consortium, available at http://www.internationalcredentialing.org/Resources/Candidate%20Guides/PR%20candidate%20guide%201-14.pdf.

3.4.4. TIP 27: Comprehensive Case Management for Substance Abuse Treatment, available at https://store.samhsa.gov/product/TIP-27-Comprehensive-Case-Management-for-Substance-Abuse-Treatment/SMA15-4215.

3.5. The Contractor shall utilize recent and inform any future developments of a comprehensive needs assessment of their region. The needs assessment shall be coordinated with existing regional partners including, but not limited to:

3.5.1. Regional Public Health Networks

3.5.2. Integrated Delivery Networks

3.5.3. Continuum of Care Facilitators

3.6. The Contractor shall inform the inclusion of regional goals into the future development of needs assessments in Subsection 3.5 that the Contractor and its partners in the region have over the contract period including, but not limited to reductions in:

3.6.1.1. Naloxone use.

3.6.1.2. Emergency Room use.

3.6.1.3. Overdose related fatalities.

3.7. The Contractor shall have policies and procedures that allow them to accept referrals and evaluations from SUD treatment and other service providers.

4. Subcontracting for Hubs

4.1. The Hub shall submit any and all subcontracts they propose to enter into for services provided through this contract to the Department for approval prior to execution.

4.2. The Hub may subcontract with prior approval of the Department for support and assistance in providing core Hub services; except that such core services shall not be subcontracted providers whose principal operations are to serve individuals with a specific diagnosis of substance use disorders. .

4.2.1. Core Hub services are defined, for purposes of this contract, as screening, assessment, evaluation, referral, continuous case management, GPRA data completion, and naloxone distribution.

4.2.2. The Hub shall at all times be responsible for continuous oversight of, and compliance with, all Core Hub services and shall be the single point of contact with the Department for those Core services.

4.2.3. Any subcontract for support and assistance in providing Core Hub services shall ensure that the patient experience is consistent across the continuum of Core Hub services and that the subcontracted entities and personnel are at all times acting, in name and in fact, as agents of the Hub. The Hub shall consolidate Core Hub services, to the greatest extent practicable, in a single location.

5. Staffing

5.1. The Contractor shall meet, at a minimum, the following staffing requirements:

5.1.1. Between 8am-5pm, 5 days/week, Monday through Friday:

5.1.1.1. At least one (1) clinician with the ability to provide clinical evaluations for ASAM level of care placement, in-person or telephonically;

5.1.1.2. At least one (1) Recovery support worker (CRSW);

5.1.1.2.1. The CRSW shall be able to fulfill recovery support and care coordination functions

5.1.1.3. A staff person, which can be a licensed clinician, CRSW, or other non-clinical support staff capable of aiding specialty populations as outlined in Paragraph 3.1.7.

5.1.2. Sufficient staffing levels that are appropriate for the services provided and the number of clients served based on available staffing and the budget established for the Hub.

5.1.3. All unlicensed staff providing treatment, education and/or recovery support services shall be under the direct supervision of a licensed supervisor.

5.1.4. No licensed supervisor shall supervise more than twelve (12) unlicensed staff unless the Department has approved an alternative supervision plan.

5.1.5. Peer clinical supervision is provided for all clinicians including, but not limited to:

5.1.5.1. Weekly discussion of cases with suggestions for resources or alternative approaches.

5.1.5.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision.

5.2. The Contractor must ensure sufficient licensed clinician telephone coverage, at a minimum, between the hours of 5 pm and 8 am, 7 days/week, who have the ability to provide services as outlined in Subsection 3.2. This may be provided either by the Contractor alone or in collaboration with other Hubs.

5.3. The Contractor must meet the training requirements for staff which include, but are not limited to:

5.3.1.1. For all clinical staff:

5.3.1.1.1. Suicide prevention and early warning signs.

5.3.1.1.2. The 12 Core Functions of the Alcohol and Other Drug Counselor.

5.3.1.1.3. The standards of practice and ethical conduct, with particular emphasis given to the individual's role and appropriate responsibilities, professional boundaries, and power dynamics.

5.3.1.1.4. An approved course on the twelve (12) core functions and The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice within twelve (12) months of hire.

5.3.1.1.5. A Department approved ethics course within twelve (12) months of hire.

5.3.1.2. For recovery support staff and other non-clinical staff working directly with clients:

5.3.1.2.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee.

5.3.1.2.2. The standards of practice and ethical conduct, with particular emphasis given to the individual's role and appropriate responsibilities, professional boundaries, and power dynamics, and confidentiality safeguards in accordance with HIPAA and 42 CFR Part 2, and state rules and laws.

5.3.1.2.3. The four (4) recovery domains as described by the International Credentialing and Reciprocity Consortium, available at http://www.internationalcredentialing.org/Resources/Candidate%20Guides/PR%20candidate%20guide%201-14.pdf.

5.3.1.2.4. An approved ethics course within twelve (12) months of hire.

5.3.1.3. Required trainings in Subsection 5.3 may be satisfied through existing licensure requirements and/or through Department approved alternative training curriculums and/or certifications.

5.3.1.4. Ensuring all recovery support staff and clinical staff receive continuous education regarding substance use disorders, at a minimum annually.

5.3.1.5. Providing in-service training to all staff involved in client care within fifteen (15) days of the contract effective date or the staff person's start date on the following:

5.3.1.5.1. The contract requirements.

5.3.1.5.2. All other relevant policies and procedures provided by the Department.

5.3.1.6. The Contractor shall provide its staff, subcontractors, or end users as defined in Exhibit K, with periodic training in practices and procedures to ensure compliance with information security, privacy or confidentiality in accordance with state administrative rules and state and federal laws.

5.4. The Contractor shall notify the Department in writing:

5.4.1. When a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program, within one (1) month of hire.

5.4.2. When there is not sufficient staffing to perform all required services for more than one (1) month, within fourteen (14) calendar days.

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

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

6. Reporting

6.1. The Contractor shall submit quarterly de-identified, aggregate client reports to the Department on each client served, as required by SAMHSA. The data shall include:

6.1.1. Diagnoses.

6.1.2. Demographic characteristics.

6.1.3. Substance use.

6.1.4. Services received and referrals made, by provider organization name.

6.1.5. Types of MAT received.

6.1.6. Length of stay in treatment.

6.1.7. Employment status.

6.1.8. Criminal justice involvement.

6.1.9. Housing.

6.1.10. Flexible needs funds used and for what purpose.

6.1.11. Numbers of naloxone kits distributed and by category, including but not limited to client, organization, family member, etc.

6.2. The Contractor shall report quarterly on federally required data points specific to this funding opportunity as identified by SAMHSA over the grant period.

7. Performance Measures

7.1. The Contractor shall attempt to complete a GPRA interview for 100% of Hub clients at intake or within three (3) days following initial client contact, at (3) months post intake, at six (6) months post intake, and upon discharge from Hub referred services.

7.2. In accordance with SAMHSA State Opioid Response grant requirements, the Contractor shall ensure that the GPRA interview follow-up rate at (3) months and six (6) months post intake for Hub clients is no less than 80%.

8. Deliverables

8.1. The Contractor shall have the Hub in the Lebanon Region operational by January 1, 2019 unless an alternative timeline has been submitted to and approved by the Department.

8.2. The Contractor shall collaborate with the Department to develop a report by July 1, 2019 to determine the Contractor's level of readiness, capacity and resource needs required to expand services in-house as outlined in Subsection 2.7.

8.3. The Contractor shall collaborate with the Department on development of a plan no later than July 1, 2019 for the resources, timeline and infrastructure requirements to develop and maintain a centralized referral database of substance use disorder and mental health treatment providers as outlined in Subsection 2.5.

9. State Opioid Response (SOR) Grant Standards

9.1. The Contractor and/or referred providers shall ensure that only FDA-approved MAT for Opioid Use Disorder (OUD) is utilized. FDA-approved MAT for OUD includes:

9.1.1. Methadone.

9.1.2. Buprenorphine products, including:

9.1.2.1. Single-entity buprenorphine products.

9.1.2.2. Buprenorphine/naloxone tablets,

9.1.2.3. Buprenorphine/naloxone films.

9.1.2.4. Buprenorphine/naloxone buccal preparations.

9.1.2.5. Long-acting injectable buprenorphine products.

9.1.2.6. Buprenorphine implants.

9.1.2.7. Injectable extended-release naltrexone.

9.2. The Contractor and/or referred providers shall only provide medical withdrawal management services to any individual supported by SOR Grant Funds if the withdrawal management service is accompanied by the use of injectable extended-release naltrexone, as clinically appropriate.

9.3. The Contractor and/or referred providers shall ensure that clients receiving financial aid for recovery housing utilizing SOR funds shall only be in a recovery housing facility that is aligned with the National Alliance for Recovery Residences standards

and registered with the State of New Hampshire, Bureau of Drug and Alcohol Services in accordance with current NH Administrative Rules.

9.4. The Contractor and/or referred providers shall assist clients with enrolling in public or private health insurance, if the client is determined eligible for such coverage.

9.5. The Contractor and/or referred providers shall accept clients on MAT and facilitate access to MAT on-site or through referral for all clients supported with SOR Grant funds, as clinically appropriate.

9.6. The Contractor and/or referred providers shall coordinate with the NH Ryan White HIV/AIDs program for clients identified as at risk of or with HIV/AIDS.

9.7. The Contractor and/or referred providers shall ensure that all clients are regularly screened for tobacco use, treatment needs and referral to the QuitLine as part of treatment planning.

Exhibit B

Methods and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

2. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.

3. This contract is funded with funds from the Substance Abuse and Mental Health Services Administration CFDA #93.788, Federal Award Identification Number (FAIN) H79TI081685.

4. The Contractor shall keep detailed records of their activities related to Department funded programs and services.

5. The Contractor shall ensure that a minimum amount of funds determined by the Department for each State Fiscal Year is set aside for the purpose of naloxone purchase and distribution.

6. The Contractor shall include in their budget a line-item for a flexible needs fund in an amount no less than $50,000 of the budget per State Fiscal Year, to provide financial assistance to clients for services not otherwise covered through another payer source.

7. The Contractor shall not use funds to pay for bricks and mortar expenses.

8. The Contractor shall include in their budget, at their discretion the following:

   8.1. Funds to meet staffing requirements of the contract

   8.2. Funds to provide clinical and recovery support services in the contract that are not otherwise reimbursable by public or private insurance or through other Federal and State contracts

   8.3. Funds to meet the GPRA and reporting requirements of the contract

   8.4. Funds to meet staff training requirements of the contract

9. Funds remaining after satisfaction of 5 and 6 above may be used by the Contractor to support the scope of work outlined in Exhibit A.

10. Payment for said services shall be made monthly as follows:

    10.1. Payment for start-up costs in State Fiscal Year 19 not to exceed $500,000 shall be allowable for costs associated with staffing and infrastructure needs required to meet the January 1, 2019 service effective date.

    10.2. Payment beyond start-up costs shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this agreement, and shall be in accordance with the approved line item.

    10.3. The Contractor shall submit an invoice in a form satisfactory to the State by the twentieth (20th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The invoice must be completed, signed, dated and returned to the Department in order to initiate

payment. The Contractor agrees to keep detailed records of their activities related to Department-funded programs and services.

10.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.

10.5. The final invoice shall be due to the State no later than forty (40) days after the contract Form P-37, Block 1.7 Completion Date.

10.6. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to: Abby.Shockley@dhhs.nh.gov.

10.7. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services, and in this Exhibit B.

10.8. Notwithstanding paragraph 18 of the Form P-37, General Provisions, an amendment limited to transfer the funds within the budget and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

11. The Contractor shall provide a final budget for State Fiscal Year 2021 no later than March 31, 2020 for Department approval, which shall be submitted for Governor and Executive Council approval no later than June 30, 2020.

New Hampshire Department of Health and Human Services

Bidder/Program Name: Mary Hitchcock Memorial Hospital

Budget Request for: Access and Delivery Hub for Opioid Use Disorder Services

Budget Period: SFY 19 (DAS Approved - 6/30/2019)

Line Item	Total Program Cost: Direct Expenses	Total Program Cost: Indirect Expenses	Total Program Cost	Contractor Share / Match: Direct Expenses	Contractor Share / Match: Indirect Expenses	Contractor Share / Match: Total	Funded by DHHS Contract Share: Direct Expenses	Funded by DHHS Contract Share: Indirect Expenses	Funded by DHHS Contract Share: Total
1. Total Salary/Wages	$ 318,890	$ 93,446	$ 412,336	$ -	$ -	$ -	$ 318,890	$ 93,446	$ 412,336
2. Employee Benefits	$ 82,157	$ 27,002	$ 109,159	$ -	$ -	$ -	$ 82,157	$ 27,002	$ 109,159
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ 15,000	$ 4,418	$ 19,418	$ -	$ -	$ -	$ 15,000	$ 4,418	$ 19,418
6. Travel	$ 15,000	$ 4,886	$ 20,886	$ -	$ -	$ -	$ 15,000	$ 4,886	$ 20,886
7. Occupancy	$ 6,000	$ 1,455	$ 6,455	$ -	$ -	$ -	$ 6,000	$ 1,455	$ 6,455
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ 2,400	$ 703	$ 3,103	$ -	$ -	$ -	$ 2,400	$ 703	$ 3,103
Subscriptions	$ 500	$ 147	$ 647	$ -	$ -	$ -	$ 500	$ 147	$ 647
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ 10,000	$ 2,930	$ 12,930	$ -	$ -	$ -	$ 10,000	$ 2,930	$ 12,930
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ 10,000	$ 2,930	$ 12,930	$ -	$ -	$ -	$ 10,000	$ 2,930	$ 12,930
12. Subcontracts/Agreements	$ 15,000	$ 4,395	$ 19,395	$ -	$ -	$ -	$ 15,000	$ 4,395	$ 19,395
13. Other (specify details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rev Funds	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Indirects	$ 80,000	$ 14,650	$ 94,650	$ -	$ -	$ -	$ 80,000	$ 14,650	$ 94,650
	$ 30,000	$ 8,799	$ 38,799	$ -	$ -	$ -	$ 30,000	$ 8,799	$ 38,799
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 646,947	$ 166,865	$ 739,633	$ -	$ -	$ -	$ 646,947	$ 166,865	$ 739,633
Indirect As A Percent of Direct		25.3%							

Contractor Initials

Date 10/18/18

New Hampshire Department of Health and Human Services

Division/Program Name: Mary Hitchcock Memorial Hospital

Budget Request for: Access and Delivery Hub for Opioid Use Disorder Services

Budget Period: SFY 20 (7/1/2019-6/30/2020)

Line Item	Total Program Cost: Direct	Total Program Cost: Indirect	Total Program Cost: Total	Contractor Share / Match: Direct	Contractor Share / Match: Indirect	Contractor Share / Match: Total	Funded by DHHS contract share: Direct	Funded by DHHS contract share: Indirect	Funded by DHHS contract share: Total
1. Total Salary/Wages	$ 297,897	$ 116,813	$ 414,710	$ -	$ -	$ -	$ 297,897	$ 116,813	$ 414,710
2. Employee Benefits	$ 111,853	$ 32,773	$ 144,626	$ -	$ -	$ -	$ 111,853	$ 32,773	$ 144,626
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ 7,540	$ 2,209	$ 9,749	$ -	$ -	$ -	$ 7,540	$ 2,209	$ 9,749
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ 800	$ 147	$ 947	$ -	$ -	$ -	$ 800	$ 147	$ 947
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ 1,000	$ 293	$ 1,293	$ -	$ -	$ -	$ 1,000	$ 293	$ 1,293
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Per Diem	$ 80,000	$ 14,650	$ 94,650	$ -	$ -	$ -	$ -	$ -	$ -
Interpreters	$ 80,000	$ 17,690	$ 77,690	$ -	$ -	$ -	$ 80,000	$ 14,650	$ 94,650
	$ -	$ -	$ -	$ -	$ -	$ -	$ 80,000	$ 17,690	$ 77,690
TOTAL	$ 629,991	$ 184,266	$ 813,166	$ -	$ -	$ -	$ -	$ -	$ -
Indirect As A Percent of Direct		29.3%					$ 629,991	$ 184,266	$ 813,166

Contractor Initials: EON

Date: 10/18/18

SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than $25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
    19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
    19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
    19.3. Monitor the subcontractor's performance on an ongoing basis

19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS
As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

REVISIONS TO STANDARD CONTRACT LANGUAGE

1. **Revisions to Form P-37, General Provisions**

1.1. Section 4, 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.

1.2. Section 10, 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.

2. Revisions to Standard Exhibits

2.1 Exhibit C, Special Provisions, Paragraph 10, Confidentiality of Records, is deleted and is replaced as follows:

The Contractor is a covered entity as defined under the Health Insurance Portability and Accountability Act (HIPAA), 45 CFR 160, 162 and 164, and shall comply with all confidentiality requirements and safeguards set forth in state and federal law and rules. The Contractor is also a substance use disorder provider as defined under 42 CFR Part 2 and shall safeguard confidential information as required. The Contractor shall ensure compliance with all consent and notice requirements prohibiting the redisclosure of confidential information in accordance with 42 CFR Part 2.

All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the disclosure of any protected health information shall be in accordance with the regulatory provisions of HIPAA, 42 CFR Part 2, and applicable state and federal laws and rules. Further, the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, their attorney or guardian. Notwithstanding anything to the contrary contained herein, the covenants and conditions contained in this Paragraph 10 of Exhibit C shall survive the termination of the Contract for any reason whatsoever.

3. Renewal

3.1. The Department reserves the right to extend this Agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, written agreement of the parties and approval of the Governor and Executive Council.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
     - 1.2.1. The dangers of drug abuse in the workplace;
     - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
     - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
     - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
   - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
     - 1.4.1. Abide by the terms of the statement; and
     - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
   - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
   1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

10/18/18
Date

Contractor Name:
Name:
Title:

CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (Indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

10/18/2018
Date

Contractor Name:
Edmund J Mercer
Name:
Title:

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
    - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

10/18/18
Date

Contractor Name:
Name:
Title:

CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

10/18/2018
Date

Edmund J Mercier
Name:
Title:

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.

10/18/2018
Date

Contractor Name:
Name:
Title:

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

Pursuant to Exhibit C-1 of this Agreement, Exhibit I is not applicable.

Remainder of page intentionally left blank.

Contractor Initials EM

Date 10/18/18

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

10/18/2018
Date

Contractor Name:
Edward J Mevers
Name:
Title:

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: 069910297

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

   ✓ NO _____ YES

   If the answer to #2 above is NO, stop here

   If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

   _____ NO _____ YES

   If the answer to #3 above is YES, stop here

   If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information," "Confidential Data," or "Data" (as defined in Exhibit K), means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates a security policy, which includes successful attempts) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or

storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic documents or mail.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. §160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information

except as required or permitted under this Contract or required by law. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.
3. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If Contractor is transmitting DHHS Data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. Contractor may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS Data.
3. Encrypted Email. Contractor may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If Contractor is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. Contractor may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. Contractor may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If Contractor is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. Contractor may not transmit Confidential Data via an open wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If Contractor is employing remote communication to access or transmit Confidential Data, a secure method of transmission or remote access, which complies with the terms and conditions of Exhibit K, must be used.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If Contractor is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If Contractor is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain DHHS Data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have thirty (30) days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or, if it is infeasible to return or destroy DHHS Data, protections are extended to such information, in accordance with the termination provisions in this Section. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems accessed or utilized for purposes of carrying out this contract.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting DHHS Confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have

currently-supported and hardened operating systems, current, updated, and maintained anti-malware (e.g. anti-viral, anti-hacker, anti-spam, anti-spyware) utilities. The environment, as a whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

If the Contractor maintains any Confidential Information on its systems (or its sub-contractor systems) and it has not done so previously, the Contractor will implement policies and procedures to ensure that any storage media on which such data maybe recorded will be rendered unreadable and that the data will be un-recoverable when the storage media is disposed of. Upon request, the Contractor will provide the Department with copies of these policies and with written documentation demonstrating compliance with the policies. The written documentation will include all details necessary to demonstrate data contained in the storage media has been rendered unreadable and un-recoverable. Where applicable, regulatory and professional standards for retention requirements may be jointly evaluated by the State and Contractor prior to destruction.

1. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from

creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will ensure End-User will maintain an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

5. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

6. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

7. The Contractor will not store any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

8. Data Security Breach Liability. In the event of any computer security incident, incident, or breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

9. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of, HIPAA Privacy and Security Rules (45 C.F.R. Parts 160

and 164) and 42 C.F.R. Part 2 that govern protections for individually identifiable health information and as applicable under State law.

10. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

11. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in Section VI, of any security breach within 24-hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

12. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

13. The Contractor is responsible for End User oversight and compliance with the terms and conditions of the contract and Exhibit K.

DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within 24- hours of the time that the Contractor learns of their occurrence.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with DHHS's documented Incident Handling and Breach Notification procedures and in accordance with– the HIPAA, Privacy and Security Rules. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and

procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS contact for Data Management or Data Exchange issues:
DHHSInformationSecurityOffice@dhhs.nh.gov

B. DHHS contacts for Privacy issues:
DHHSPrivacyOfficer@dhhs.nh.gov

C. DHHS contact for Information Security issues:
DHHSInformationSecurityOffice@dhhs.nh.gov

D. DHHS contact for Breach notifications:
DHHSInformationSecurityOffice@dhhs.nh.gov
DHHSPrivacyOfficer@dhhs.nh.gov

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Access and Delivery Hub for
Opioid Use Disorder Services

This 1st Amendment to the Access and Delivery Hub for Opioid Use Disorder Services contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and The Cheshire Medical Center (hereinafter referred to as "the Contractor"), a nonprofit organization with a place of business at 580 Court Street, Keene, NH 03431.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on October 30, 2018 (Item #17A), 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 or terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, and modify the scope of services to support continued delivery of these services; and

WHEREAS, all terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #1 remain in full force and effect; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $1,947,690.

2. Delete Exhibit A, Scope of Services in its entirety and replace with Exhibit A Amendment #1, Scope of Services.
3. Delete Exhibit B, Methods and Conditions Precedent to Payment and replace with Exhibit B Amendment #1 Methods and Conditions Precedent to Payment.
4. Delete Exhibit B-2 Access and Delivery Hub for Opioid Use Disorder Services and replace with Exhibit B-2 Amendment #1 Budget.

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

8/14/19
Date

Name: Katja S. Fox
Title: Director

The Cheshire Medical Center

8/8/19
Date

Name:
Title:

Acknowledgement of Contractor's signature:

State of _____, County of_____ on _____, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

_____
Signature of Notary Public or Justice of the Peace

_____
Name and Title of Notary or Justice of the Peace

My Commission Expires: _____

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

Date

Name: Katja S. Fox
Title: Director

The Cheshire Medical Center

8/8/19
Date

Name:
Title:

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Cheshire on August 8, 2019, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public ~~or Justice of the Peace~~

ANN M. GAGNON

Name and Title of Notary ~~or Justice of the Peace~~

My Commission Expires: October 1, 2019

ANN M. GAGNON
Notary Public - New Hampshire
My Commission Expires October 1, 2019

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

9/5/19
Date

Name: CATHERINE PINOS
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

September 5, 2019

To Whom it May Concern:

On August 8, 2019, Mr. Shawn LaFrance presented the "State of New Hampshire Department of Health and Human Services Amendment #1 to the Access and Delivery Hub for Opioid Use Disorder Services" document to me. He requested that Don Caruso, MD, CEO/President of Cheshire Medical Center, sign the appropriate pages of the document. On that date I reviewed the document with Dr. Caruso and witnessed his signing of the appropriate pages. As a result, the notary page submitted on September 4, 2019 is dated August 8, 2019 as it is the actual date I witnessed the document being signed.

Ann M. Gagnon

ANN M. GAGNON
Notary Public - New Hampshire
My Commission Expires October 1, 2019

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. For the purposes of this contract, the Contractor shall be identified as a subrecipient, in accordance with 2 CFR 200.0. et seq.

2. Scope of Work

2.1. The Contractor shall develop, implement and operationalize a Regional Doorway for substance use disorder treatment and recovery support service access (Doorways).

2.2. The Contractor shall provide residents in the Keene Region with access to referrals to substance use disorder treatment and recovery support services and other health and social services.

2.3. The Contractor shall participate in technical assistance, guidance, and oversight activities directed by the Department for implementation of Doorway services.

2.4. The Contractor shall have the Doorway operational by January 1, 2019 unless an alternative timeline has been approved prior to that date by the Department.

2.5. The Contractor shall collaborate with the Department to develop a plan no later than July 1, 2019 for the resources, timeline and infrastructure requirements to develop and maintain a centralized referral database of substance use disorder and mental health treatment providers.

2.5.1. The database shall include the real-time availability of services and providers to ensure rapid placement into appropriate levels of care for Doorway clients which the Doorway will update daily, at a minimum.

2.5.2. The data and the centralized database shall be the property of the Department.

2.6. The Contractor shall operationalize the use of the centralized database at a date agreed upon between the Department and the Contractor based on securing the resource needs identified in 2.5.

2.7. The Contractor shall collaborate with the Department to assess the Contractor's level of readiness, capacity and additional resource needs required to expand Doorway services in-house to include, but not be limited to:

2.7.1. Medication assisted treatment induction at emergency rooms and facilitated coordination with ongoing Doorway care coordination inclusive of the core principles of the Medication First Model.

2.7.2. Outpatient and inpatient substance use disorder services, in accordance with ASAM.

2.7.3. Coordinating overnight placement for Doorway clients engaged in Doorway services between the hours of 5 pm to 8 am in need of a safe location while awaiting treatment placement the following business day.

2.7.4. Expanding populations for Doorway core services.

2.8. The Contractor shall collaborate with the Department to identify gaps in financial and staffing resources throughout the contract period.

2.9. The Contractor, either alone or in collaboration with other Doorways, shall ensure formalized coordination with 2-1-1 NH as the public facing telephone service for all Doorway service access. This coordination shall include:

2.9.1. Establishing an MOU with 2-1-1 NH which defines the workflows to coordinate 2-1-1 NH calls and Doorway activities including the following workflow:

2.9.1.1. Individuals seeking substance use disorder treatment services will call 2-1-1 NH;

2.9.1.2. If an individual is seeking information only, 2-1-1 NH staff will provide that information;

2.9.1.3. If an individual is in an SUD related crisis and wants to speak with a licensed counselor and/or is seeking assistance with accessing treatment services, 2-1-1 NH staff will transfer the caller to the Doorway or on-call Doorway clinician.

2.9.2. The MOU with 2-1-1 NH shall include a process for bi-directional information sharing of updated referral resource databases to ensure that each entity has recently updated referral information.

2.10. The Contractor shall establish formalized agreements for coordination of services and case management services provided by Integrated Delivery Networks (IDNs) to reduce duplication of services and leverage existing integrated care projects in their region.

2.11. The Contractor with the assistance of the Department shall attempt to establish formalized agreements with:

2.11.1. Medicaid Managed Care Organizations to coordinate case management efforts on behalf of the client.

2.11.2. Private insurance carriers to coordinate case management efforts on behalf of the client.

2.12. The Contractor shall be required to create policies for obtaining patient consent to disclose protected health information as required by state administrative rules and federal and state laws for agreements reached with Managed Care Organizations and private insurance carriers as outlined in Subsection 2.11.

2.13. The Contractor shall develop a Department approved conflict of interest policy related to Doorway services and self-referrals to Doorway organization substance use disorder treatment and recovery support service programs funded outside of this contract that maintains the integrity of the referral process and client choice in determining placement in care.

3. Scope of Work for Doorway Activities

3.1. The Contractor shall ensure that unless an alternative schedule for the Doorway to meet the needs of the community is proposed and approved by the Department, the Doorway provides, in one location, during normal business hours (8am-5pm) Monday through Friday, at a minimum:

3.1.1. A physical location for clients to receive face-to-face services.

3.1.2. Telephonic services for calls referred to the Doorway by 2-1-1 NH.

3.1.3. Screening to assess an individual's potential need for Doorway services.

3.1.4. Crisis intervention and stabilization that ensures any individual in an acute OUD related crisis who requires immediate, non-emergency intervention receives crisis intervention counseling services by a licensed clinician. If the individual is calling rather than physically presenting at the Doorway, this includes, but is not limited to:

3.1.4.1. Directing callers to 911 if a client is in imminent danger or there is an emergency.

3.1.4.2. If the client is unable or unwilling to call 911, the Doorway shall contact emergency services.

3.1.5. Clinical evaluation including:

3.1.5.1. Evaluation of all American Society of Addiction Medicine Criteria (ASAM, October 2013), domains.

3.1.5.2. A level of care recommendation based on ASAM Criteria (October 2013).

3.1.5.3. Identification of client strengths and resources that can be used to support treatment and recovery.

3.1.6. Development of a clinical service plan in collaboration with the client based on the clinical evaluation referenced in Paragraph 3.1.5. The service plan shall include, but not be limited to:

3.1.6.1. Determination of an initial ASAM level of care.

3.1.6.2. Identification of any needs the client may have relative to supportive services including, but not limited to:

3.1.6.2.1. Physical health needs.

3.1.6.2.2. Mental health needs.

3.1.6.2.3. Need for peer recovery support services.

3.1.6.2.4. Social services needs.

3.1.6.2.5. Needs regarding criminal justice/Division for Children, Youth, and Families (DCYF) matters.

3.1.6.3. Plan for addressing all areas of need identified in Subparagraph 3.1.6.2 by determining goals that are patient-centered, specific, measurable, attainable, realistic, and timely (SMART goals).

3.1.6.4. When the level of care identified in 3.1.6.1 is not available to the client within 48 hours of service plan development, the service plan shall include plans for referrals to external providers to offer interim services, which are defined as:

3.1.6.4.1. At least one sixty (60) minute individual or group outpatient session per week and/or;

3.1.6.4.2. Recovery support services, as needed by the client; and/or

3.1.6.4.3. Daily calls to the client to assess and respond to any emergent needs.

3.1.7. A staff person, which can be the licensed clinician, CRSW outlined in the Staffing section, or other non-clinical support staff, capable of aiding specialty populations in accessing services that may have additional entry points to services or specific eligibility criteria. Specialty populations include, but are not limited to:

3.1.7.1. Veterans and/or service members.

3.1.7.2. Pregnant women.

3.1.7.3. DCYF involved families.

3.1.7.4. Individuals at-risk of or with HIV/AIDS.

3.1.7.5. Adolescents.

3.1.8. Facilitated referrals to substance use disorder treatment and recovery support and other health and social services which shall include, but not be limited to:

3.1.8.1. Developing and implementing adequate consent policies and procedures for client-level data sharing and shared care planning with external providers, in accordance with HIPAA and 42 CFR Part 2.

3.1.8.2. Determining referrals based on the service plan developed in Paragraph 3.1.6.

3.1.8.3. Assisting clients with obtaining services with the provider agency, as appropriate.

3.1.8.4. Contacting the provider agency on behalf of the client, as appropriate.

3.1.8.5. Assisting clients with meeting the financial requirements for accessing services including, but not limited to:

3.1.8.5.1. Identifying sources of financial assistance for accessing services and supports, and;

3.1.8.5.2. Providing assistance in accessing such financial assistance including, but not limited to:

3.1.8.5.2.1. Assisting the client with making contact with the assistance agency, as appropriate.

3.1.8.5.2.2. Contacting the assistance agency on behalf of the client, as appropriate.

3.1.8.5.2.3. Supporting the client in meeting the admission, entrance, and intake requirements of the assistance agency.

3.1.8.5.3. When no other payer is available, assisting clients with accessing services by maintaining a flexible needs fund specific to the Doorway region that supports clients who meet the eligibility criteria for assistance under the NH DHHS SOR Flexible Needs Fund Policy with their financial needs including, but not limited to:

3.1.8.5.3.1. Transportation for eligible clients to and from recovery-related medical appointments, treatment programs, and other locations as identified and recommended by Doorway professional staff to assist the eligible client with recovery;

3.1.8.5.3.2. Childcare to permit an eligible client who is a parent or caregiver to attend recovery-related medical appointments, treatment programs, and other appointments as identified and recommended by Doorway professional staff to assist the eligible client with recovery;

3.1.8.5.3.3. Payment of short-term housing costs or other costs necessary to remove financial barriers to obtaining or retaining safe housing, such as payment of security deposits or unpaid utility bills;

3.1.8.5.3.4. Provision of light snacks not to exceed $3.00 per eligible client;

3.1.8.5.3.5. Provision of phone minutes or a basic prepaid phone to permit the eligible client to contact treatment providers and recovery services, and to permit contact with the eligible client for continuous recovery support;

3.1.8.5.3.6. Provision of clothing appropriate for cold weather, job interviews, or work; and

3.1.8.5.3.7. Other uses preapproved in writing by the Department.

3.1.8.5.4. Providing a Respite Shelter Voucher program to assist individuals in need of respite shelter while awaiting treatment and recovery services. The Contractor shall:

3.1.8.5.4.1. Collaborate with the Department on a respite shelter voucher policy and related procedures to determine eligibility for respite shelter vouchers based on criteria that include but are not limited to confirming an individual is:

3.1.8.5.4.1.1. A Doorway client;

3.1.8.5.4.1.2. In need of respite shelter while awaiting treatment and recovery services; and

3.1.8.5.4.1.3. In need of obtaining financial assistance to access short-term, temporary shelter.

3.1.9. Continuous case management services which include, but are not limited to:

3.1.9.1. Ongoing assessment in collaboration or consultation with the client's external service provider(s) of necessary support services to address needs identified in the evaluation or by the client's service provider that may create barriers to the client entering and/or maintaining treatment and/or recovery.

3.1.9.2. Supporting clients in meeting the admission, entrance, and intake requirements of the provider agency.

3.1.9.3. Ongoing follow-up and support of clients engaged in services in collaboration or consultation with the client's external service provider(s) until such time that the discharge Government Performance and Results Act (GPRA) interview in 3.1.9.6.3 is completed including, but not limited to:

3.1.9.3.1. Attempting to contact each client at a minimum, once per week until such time that the discharge GPRA interview in Section 3.1.9.3 has been completed, according to the following guidelines:

3.1.9.3.1.1. Attempt the first contact by telephone, in person or by an alternative method approved by the Department at such a time when the client would normally be available.

3.1.9.3.1.2. If the attempt in 3.1.9.3.1.1 is not successful, attempt a second contact, as necessary, by telephone, in person or by an alternative method approved by the Department at such a time when the client would normally be available no sooner than two (2) days and no later than three (3) days after the first attempt.

3.1.9.3.1.3. If the attempt in 3.1.9.3.1.2 is not successful, attempt a third contact, as necessary, by telephone, in person or by an alternative method approved by the Department at such a time when the client would normally be available, no sooner than two (2) days and no later than three (3) days after the second attempt.

3.1.9.4. When the follow-up in 3.1.9.3 results in a determination that the individual is at risk of self-harm, the minimum attempts for contact shall be no less than three (3) times each week and aligned with clinical best practices for prevention of suicide.

3.1.9.5. When possible, client contact and outreach shall be conducted in coordination and consultation with the client's external service provider to ensure continuous communication and collaboration between the Doorway and service provider.

3.1.9.5.1. Each successful contact shall include, but not be limited to:

3.1.9.5.1.1. Inquiry on the status of each client's recovery and experience with their external service provider.

3.1.9.5.1.2. Identification of client needs.

3.1.9.5.1.3. Assisting the client with addressing needs, as identified in Subparagraph 3.1.6.2.

3.1.9.5.1.4. Providing early intervention to clients who have relapsed or whose recovery is at risk.

3.1.9.6. Collecting and documenting attempts to collect client-level data at multiple intervals including, but not limited to ensuring the GPRA Interview tool is completed and entered into the Substance Abuse and Mental Health Services Administration's (SAMHSA's) Performance Accountability and Reporting System (SPARS), at a minimum:

3.1.9.6.1. At intake or within three (3) days following initial client contact.

3.1.9.6.2. Six (6) months post intake into Doorway services.

3.1.9.6.3. Upon discharge from the initially referred service.

3.1.9.6.3.1. If the client is discharged from services before the time intervals in 3.1.9.6.2 or 3.1.9.6.3 the Doorway must make every reasonable effort to conduct a follow-up GPRA for that client.

3.1.9.6.3.2. If a client is re-admitted into services after discharge or being lost to care, the Doorway is not required to re-administer the intake GPRA but must complete a follow-up GPRA for the time interval in 3.1.9.6.2 and 3.1.9.6.3 closest to the intake GPRA.

3.1.9.7. Documenting any loss of contact in the SPARS system using the appropriate process and protocols as defined by SAMHSA through technical assistance provided under the State Opioid Response grant.

3.1.9.8. Ensuring that contingency management strategies are utilized to increase client engagement in follow-up GPRA interviews which may include, but are not limited to gift cards provided to clients for follow-up participation at each follow-up interview which shall not exceed thirty dollars ($30) in value.

3.1.9.8.1. Payments to incentivize participation in treatment are not allowable.

3.1.10. Naloxone purchase, distribution, information, and training to individuals and organizations who meet the eligibility criteria for receiving kits under the NH DHHS Naloxone Distribution Policy regarding the use of naloxone.

3.2. The Contractor shall ensure that, at a minimum, after-hours (5pm to 8am), on-call, telephonic services are provided by a licensed clinician affiliated with one or more of the Doorways, seven (7) days a week and that the clinician has the ability to coordinate continued client care with the Doorway in the individual's region.

3.2.1. On-call staffing by licensed clinicians shall be sufficient to meet the call volumes during the hours outlined in Subsection 3.2 to ensure that clients are not on hold or receiving busy signals when transferred from 2-1-1 NH.

3.2.2. The Contractor shall give preference to licensed clinicians with the ability to assess for co-occurring mental health needs.

3.2.3. Telephonic services to be provided include, at a minimum:

3.2.3.1. Crisis intervention and stabilization which ensures that individuals in an acute OUD related crisis that require immediate, non-emergency intervention are provided with crisis counseling services by a licensed clinician.

3.2.3.2. Directing callers to 911 if a client is in imminent danger or there is an emergency.

3.2.3.2.1. If the client is unable or unwilling to call 911, contacting emergency services on behalf of the client.

3.2.3.3. Screening.

3.2.3.4. Coordinating with shelters or emergency services, as needed.

3.2.3.5. Providing clinical evaluation telephonically, if appropriate, based on the callers mental state and health status.

3.2.3.6. Scheduling the client for face-to-face intake at the client's Doorway for an evaluation and referral services, if determined necessary.

3.2.3.7. Ensuring a Continuity of Operations Plan for landline outage.

3.3. The Contractor shall obtain treatment consent forms from all clients served, either in-person or through electronic means, to ensure compliance with all applicable state and federal confidentiality laws.

3.4. The Contractor shall provide services for both day and overnight shifts in accordance with:

3.4.1. The twelve (12) Core Functions of the Alcohol and Other Drug Counselor.

3.4.2. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice, available at http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171.

3.4.3. The four (4) recovery domains as described by the International Credentialing and Reciprocity Consortium, available at http://www.internationalcredentialing.org/Resources/Candidate%20Guides/PR%20candidate%20guide%201-14.pdf.

3.4.4. TIP 27: Comprehensive Case Management for Substance Abuse Treatment, available at https://store.samhsa.gov/product/TIP-27-Comprehensive-Case-Management-for-Substance-Abuse-Treatment/SMA15-4215.

3.5. The Contractor shall utilize recent and inform any future developments of a comprehensive needs assessment of their region. The needs assessment shall be coordinated with existing regional partners including, but not limited to:

3.5.1. Regional Public Health Networks.

3.5.2. Integrated Delivery Networks.

3.5.3. Continuum of Care Facilitators.

3.6. The Contractor shall inform the inclusion of regional goals into the future development of needs assessments in Subsection 3.5 that the Contractor and its partners in the region have over the contract period including, but not limited to reductions in:

3.6.1. Naloxone use.

3.6.2. Emergency Room use.

3.6.3. Overdose related fatalities.

3.7. The Contractor shall have policies and procedures that allow them to accept referrals and evaluations from SUD treatment and other service providers.

3.8. The Contractor shall provide information to all individuals seeking services on how to file a grievance in the event of dissatisfaction with services provided. The Contractor shall ensure each individual seeking services receives information on:

3.8.1. The steps to filing an informal complaint with the Contractor, including the specific contact person to whom the complaint should be sent.

3.8.2. The steps to filing an official grievance with the Contractor and the Department with specific instructions on where and to whom the official grievance should be addressed.

3.9. The Contractor shall provide written policies to the Department on complaint and grievance procedures within ten (10) business days of the amendment effective date.

4. Subcontracting for Doorways

4.1. The Doorway shall submit any and all subcontracts they propose to enter into for services provided through this contract to the Department for approval prior to execution.

4.2. The Doorway may subcontract with prior approval of the Department for support and assistance in providing core Doorway services; except that such core services shall not be subcontracted providers whose principal operations are to serve individuals with a specific diagnosis of substance use disorders. .

4.2.1. Core Doorway services are defined, for purposes of this contract, as screening, assessment, evaluation, referral, continuous case management, GPRA data completion, and naloxone distribution.

4.2.2. The Doorway shall at all times be responsible for continuous oversight of, and compliance with, all Core Doorway services and shall be the single point of contact with the Department for those Core services.

4.2.3. Any subcontract for support and assistance in providing Core Doorway services shall ensure that the patient experience is consistent across the continuum of Core Doorway services and that the subcontracted entities and personnel are at all times acting, in name and in fact, as agents of the Doorway. The Doorway shall consolidate Core Doorway services, to the greatest extent practicable, in a single location.

5. Staffing

5.1. The Contractor shall meet the following minimum staffing requirements:

5.1.1. Between 8am-5pm, 5 days/week, Monday through Friday:

5.1.1.1. A minimum of one (1) clinician with the ability to provide clinical evaluations for ASAM level of care placement, in-person or telephonically;

5.1.1.2. A minimum of one (1) Recovery support worker (CRSW) with the ability to fulfill recovery support and care coordination functions;

5.1.1.3. A minimum of one (1) staff person, who can be a licensed clinician, CRSW, or other non-clinical support staff, capable of aiding specialty populations as outlined in Paragraph 3.1.7.

5.1.2. Sufficient staffing levels that are appropriate for the services provided and the number of clients served based on available staffing and the budget established for the Doorway.

5.1.3. All unlicensed staff providing treatment, education and/or recovery support services shall be under the direct supervision of a licensed supervisor.

5.1.4. No licensed supervisor shall supervise more than twelve (12) unlicensed staff unless the Department has approved an alternative supervision plan.

5.1.5. Peer clinical supervision is provided for all clinicians including, but not limited to:

5.1.5.1. Weekly discussion of cases with suggestions for resources or alternative approaches.

5.1.5.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision.

5.2. The Contractor must ensure sufficient licensed clinician telephone coverage, at a minimum, between the hours of 5 pm and 8 am, 7 days/week, who have the ability to provide services as outlined in Subsection 3.2. This may be provided either by the Contractor alone or in collaboration with other Doorways.

5.3. The Contractor must meet the training requirements for staff which include, but are not limited to:

5.3.1. For all clinical staff:

5.3.1.1. Suicide prevention and early warning signs.

5.3.1.2. The 12 Core Functions of the Alcohol and Other Drug Counselor.

5.3.1.3. The standards of practice and ethical conduct, with particular emphasis given to the individual's role and appropriate responsibilities, professional boundaries, and power dynamics.

5.3.1.4. An approved course on the twelve (12) core functions and The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice within twelve (12) months of hire.

5.3.1.5. A Department approved ethics course within twelve (12) months of hire.

5.3.2. For recovery support staff and other non-clinical staff working directly with clients:

5.3.2.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee.

5.3.2.2. The standards of practice and ethical conduct, with particular emphasis given to the individual's role and appropriate responsibilities, professional boundaries, and power dynamics, and confidentiality safeguards in accordance with HIPAA and 42 CFR Part 2, and state rules and laws.

5.3.2.3. The four (4) recovery domains as described by the International Credentialing and Reciprocity Consortium, available at http://www.internationalcredentialing.org/Resources/Candidate%20Guides/PR%20candidate%20guide%201-14.pdf.

5.3.2.4. An approved ethics course within twelve (12) months of hire.

5.3.3. Required trainings in Subsection 5.3 may be satisfied through existing licensure requirements and/or through Department approved alternative training curriculums and/or certifications.

5.3.4. Ensuring all recovery support staff and clinical staff receive continuous education regarding substance use disorders, at a minimum annually.

5.3.5. Providing in-service training to all staff involved in client care within fifteen (15) days of the contract effective date or the staff person's start date on the following:

5.3.5.1. The contract requirements.

5.3.5.2. All other relevant policies and procedures provided by the Department.

5.4. The Contractor shall provide its staff, subcontractors, or end users as defined in Exhibit K, with periodic training in practices and procedures to ensure compliance with information security, privacy or confidentiality in accordance with state administrative rules and state and federal laws.

5.5. The Contractor shall notify the Department in writing:

5.5.1. When a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program, within one (1) month of hire.

5.5.2. When there is not sufficient staffing to perform all required services for more than one (1) month, within fourteen (14) calendar days.

5.6. The Contractor shall have policies and procedures related to student interns to address minimum coursework, experience, and core competencies for those interns having direct contact with individuals served by this contract.

5.7. The Contractor shall ensure that student interns complete an approved ethics course and an approved course on the twelve (12) core functions as described in Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice within six (6) months of beginning their internship.

6. Reporting

6.1. The Contractor shall report sentinel events to the Department as follows:

6.1.1. Sentinel events shall be reported when they involve any individual who is receiving services under this contract;

6.1.2. Upon discovering the event, the Contractor shall provide immediate verbal notification of the event to the bureau, which shall include:

6.1.2.1. The reporting individual's name, phone number, and agency/organization;

6.1.2.2. Name and date of birth (DOB) of the individual(s) involved in the event;

6.1.2.3. Location, date, and time of the event;

6.1.2.4. Description of the event, including what, when, where, how the event happened, and other relevant information, as well as the identification of any other individuals involved;

6.1.2.5. Whether the police were involved due to a crime or suspected crime; and

6.1.2.6. The identification of any media that had reported the event;

6.1.3. Within 72 hours of the sentinel event, the Contractor shall submit a completed

"Sentinel Event Reporting Form" (February 2017), available at https://www.dhhs.nh.gov/dcbcs/documents/reporting-form.pdf to the bureau

6.1.4. Additional information on the event that is discovered after filing the form in Section 6.1.3. above shall be reported to the Department, in writing, as it becomes available or upon request of the Department; and

6.1.5. Submit additional information regarding Sections 6.1.1 through 6.1.4 above if required by the department; and

6.1.6. Report the event in Sections 6.1.1 through 6.1.4 above, as applicable, to other agencies as required by law.

6.2. The Contractor shall submit quarterly de-identified, aggregate client reports to the Department on each client served, as required by SAMHSA. The data shall include:

6.2.1. Diagnoses.

6.2.2. Demographic characteristics.

6.2.3. Substance use.

6.2.4. Services received and referrals made, by provider organization name.

6.2.5. Types of MAT received.

6.2.6. Length of stay in treatment.

6.2.7. Employment status.

6.2.8. Criminal justice involvement.

6.2.9. Housing.

6.2.10. Flexible needs funds used and for what purpose.

6.2.11. Numbers of naloxone kits distributed and by category, including but not limited to client, organization, family member, etc.

6.3. The Contractor shall report quarterly on federally required data points specific to this funding opportunity as identified by SAMHSA over the grant period.

7. Performance Measures

7.1. The Contractor shall attempt to complete a GPRA interview for 100% of Doorway clients at intake or within three (3) days following initial client contact and at six (6) months post intake, and upon discharge from Doorway referred services.

7.2. In accordance with SAMHSA State Opioid Response grant requirements, the Contractor shall ensure that the GPRA interview follow-up rate at six (6) months post intake for Doorway clients is no less than 80%.

8. Deliverables

8.1. The Contractor shall have the Doorway in the Keene Region operational by January 1, 2019 unless an alternative timeline has been submitted to and approved by the Department.

8.2. The Contractor shall collaborate with the Department to develop a report by July 1, 2019 to determine the Contractor's level of readiness, capacity and resource needs required to expand services in-house as outlined in Subsection 2.7.

8.3. The Contractor shall collaborate with the Department on development of a plan no later than July 1, 2019 for the resources, timeline and infrastructure requirements to develop and maintain a centralized referral database of substance use disorder and mental health treatment providers as outlined in Subsection 2.5.

9. State Opioid Response (SOR) Grant Standards

9.1. The Contractor and/or referred providers shall ensure that only FDA-approved MAT for Opioid Use Disorder (OUD) is utilized. FDA-approved MAT for OUD includes:

9.1.1. Methadone.

9.1.2. Buprenorphine products, including:

9.1.2.1. Single-entity buprenorphine products.

9.1.2.2. Buprenorphine/naloxone tablets,

9.1.2.3. Buprenorphine/naloxone films.

9.1.2.4. Buprenorphine/naloxone buccal preparations.

9.1.2.5. Long-acting injectable buprenorphine products.

9.1.2.6. Buprenorphine implants.

9.1.2.7. Injectable extended-release naltrexone.

9.2. The Contractor and/or referred providers shall only provide medical withdrawal management services to any individual supported by SOR Grant Funds if the withdrawal management service is accompanied by the use of injectable extended-release naltrexone, as clinically appropriate.

9.3. The Contractor and/or referred providers shall ensure that clients receiving financial aid for recovery housing utilizing SOR funds shall only be in a recovery housing facility that is aligned with the National Alliance for Recovery Residences standards and registered with the State of New Hampshire, Bureau of Drug and Alcohol Services in accordance with current NH Administrative Rules.

9.4. The Contractor and/or referred providers shall assist clients with enrolling in public or private health insurance, if the client is determined eligible for such coverage.

9.5. The Contractor and/or referred providers shall accept clients on MAT and facilitate access to MAT on-site or through referral for all clients supported with SOR Grant funds, as clinically appropriate.

9.6. The Contractor and/or referred providers shall coordinate with the NH Ryan White HIV/AIDs program for clients identified as at risk of or with HIV/AIDS.

9.7. The Contractor and/or referred providers shall ensure that all clients are regularly screened for tobacco use, treatment needs and referral to the QuitLine as part of treatment planning.

Methods and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
3. This contract is funded with funds from the Substance Abuse and Mental Health Services Administration CFDA #93.788, Federal Award Identification Number (FAIN) H79TI081685 and TI080246.
4. The Contractor shall keep detailed records of their activities related to Department funded programs and services.
5. The Contractor shall ensure specific budget line items are included in state fiscal year budgets, which include:
   5.1. Flex funds in the amount of $99,000 for State Fiscal Year 2020.
   5.2. Naloxone funds in the amount of $66,872 for State Fiscal Year 2020.
   5.3. Housing Voucher funds in the amount of $185,712 for State Fiscal Year 2020.
6. The Contractor shall not use funds to pay for bricks and mortar expenses.
7. The Contractor shall include in their budget, at their discretion the following:
   7.1. Funds to meet staffing requirements of the contract
   7.2. Funds to provide clinical and recovery support services in the contract that are not otherwise reimbursable by public or private insurance or through other Federal and State contracts
   7.3. Funds to meet the GPRA and reporting requirements of the contract
   7.4. Funds to meet staff training requirements of the contract
8. Funds remaining after satisfaction of Section 5 above may be used by the Contractor to support the scope of work outlined in Exhibit A.
9. Payment for said services shall be made monthly as follows:
   9.1. Payments shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this agreement, and shall be in accordance with the approved budget line item.
   9.2. The Contractor shall submit an invoice in a form satisfactory to the State by the twentieth (20th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
   9.3. The invoice must be completed, signed, dated and returned to the Department in order to initiate payment.
   9.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.

9.5. The final invoice shall be due to the State no later than forty (40) days after the contract Form P-37, Block 1.7 Completion Date.

9.6. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed toMelissa.Girard@dhhs.nh.gov.

9.7. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services, and in this Exhibit B.

10. Notwithstanding paragraph 18 of the Form P-37, General Provisions, an amendment limited to transfer the funds within the budget and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

11. The Contractor shall provide a final budget for State Fiscal Year 2021 no later than March 31, 2020 for Department approval, which shall be submitted for Governor and Executive Council approval no later than June 30, 2020.

Exhibit B-2 Amendment #1 Budget

New Hampshire Department of Health and Human Services

Contractor: Cheshire Medical Center

Budget Request for: Access and Delivery Hub for Opioid Use Disorder Services

Budget Period: SFY 20 (7/1/2019-6/30/2020)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 461,200.00	$ 46,120.00	$ 507,320.00	$ -	$ -	$ -	$ 461,200.00	$ 46,120.00	$ 507,320.00
2. Employee Benefits	$ 12,406.00	$ 1,240.60	$ 13,646.60	$ -	$ -	$ -	$ 12,406.00	$ 1,240.60	$ 13,646.60
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Office	$ 2,228.00	$ 222.80	$ 2,450.80	$ -	$ -	$ -	$ 2,228.00	$ 222.80	$ 2,450.80
6. Travel	$ 1,635.00	$ 163.50	$ 1,798.50	$ -	$ -	$ -	$ 1,635.00	$ 163.50	$ 1,798.50
7. Occupancy	$ 38,100.00	$ 3,810.00	$ 41,910.00	$ -	$ -	$ -	$ 38,100.00	$ 3,810.00	$ 41,910.00
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Telephone	$ 3,500.00	$ 350.00	$ 3,850.00	$ -	$ -	$ -	$ 3,500.00	$ 350.00	$ 3,850.00
Postage	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Utilities	$ 7,000.00	$ 700.00	$ 7,000.00				$ 7,000.00	$ 700.00	$ 7,700.00
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
10. Marketing/Communications	$ 15,000.00	$ 1,500.00	$ 16,500.00	$ -	$ -	$ -	$ 15,000.00	$ 1,500.00	$ 16,500.00
11. Staff Education and Training	$ 10,000.00	$ 1,000.00	$ 11,000.00	$ -	$ -	$ -	$ 10,000.00	$ 1,000.00	$ 11,000.00
12. Subcontracts/Agreements		$ -							
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Naloxone	$ 90,000.00	$ 9,000.00	$ 99,000.00	$ -	$ -	$ -	$ 90,000.00	$ 9,000.00	$ 99,000.00
Flex Funds	$ 60,800.00	$ 6,072.10	$ 66,872.10	$ -	$ -	$ -	$ 60,800.00	$ 6,072.10	$ 66,872.10
Shelter Respite Funds	$ 185,712.00		$ 185,712.00				$ 185,712.00		$ 185,712.00
Printing	$ 1,300.00	$ 130.00	$ 1,430.00	$ -	$ -	$ -	$ 1,300.00	$ 130.00	$ 1,430.00
TOTAL	$ 888,881.00	$ 70,309.00	$ 959,190.00	$ -	$ -	$ -	$ 888,881.00	$ 70,309.00	$ 959,190.00
Indirect As A Percent of Direct		7.9%							

Contractor Initials
Date 3/8/19

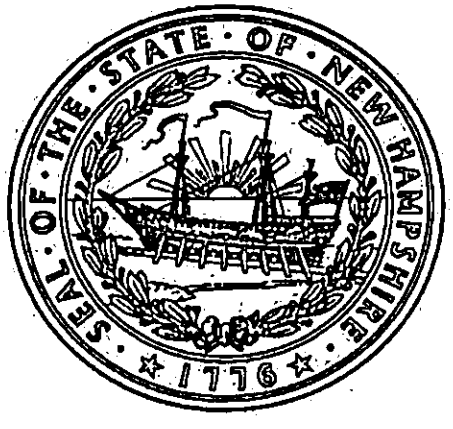
State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE CHESHIRE MEDICAL CENTER is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on October 31, 1980. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **62567**

Certificate Number: **0004555559**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 24th day of July A.D. 2019.

William M. Gardner

Secretary of State

CERTIFICATE OF VOTE

I, H. Roger Hansen, do hereby certify that:
(Name of the elected Officer of the Agency: cannot be contract signatory)

1. I am a duly elected Officer of Cheshire Medical Center.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of

the Agency duly held on October 15, 2018:
(Date)

RESOLVED: That the CEO/President
(Title of Contract Signatory)

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 resolution has not been amended or revoked, and remain in full force and effect as of

the 8th day of August, 2019.
(Date Contract Signed)

4. Don Caruso, MD is the duly elected CEO/President of the Agency.
(Name of Contract Signatory) (Title of Contract Signatory)

H Roger Hansen
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Cheshire

The forgoing instrument was acknowledged before me this 8th day of August, 2019.

By H. Roger Hansen
(Name of Elected Officer of the Agency)

Ann M Gagnon
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: October 1, 2019

ANN M. GAGNON
Notary Public - New Hampshire
My Commission Expires October 1, 2019

CERTIFICATE OF INSURANCE	DATE: September 4, 2019

COMPANY AFFORDING COVERAGE
Hamden Assurance Risk Retention Group, Inc.
P.O. Box 1687
30 Main Street, Suite 330
Burlington, VT 05401

INSURED
Cheshire Medical Center
580 Court St.
Keene, NH 03431

This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.

COVERAGES

The Policy listed below has been issued to the Named Insured above for the Policy Period notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued. The insurance afforded by the policy is subject to all the terms, exclusions and conditions of the policy. Limits shown may have been reduced by paid claims.

TYPE OF INSURANCE		POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
GENERAL LIABILITY		0002019-A	07/01/2019	06/30/2020	EACH OCCURRENCE	$1,000,000
					DAMAGE TO RENTED PREMISES	$100,000
X	CLAIMS MADE				MEDICAL EXPENSES	N/A
					PERSONAL & ADV INJURY	$1,000,000
	OCCURRENCE				GENERAL AGGREGATE	$2,000,000
OTHER					PRODUCTS-COMP/OP AGG	$1,000,000
PROFESSIONAL LIABILITY					EACH CLAIM	
	CLAIMS MADE				ANNUAL AGGREGATE	
	OCCURENCE					
OTHER						

DESCRIPTION OF OPERATIONS/ LOCATIONS/ VEHICLES/ SPECIAL ITEMS (LIMITS MAY BE SUBJECT TO RETENTIONS)

Certificate is issued as evidence of insurance only.

CERTIFICATE HOLDER

NH DHHS
129 Pleasant Street
Concord, NH 03301

CANCELLATION
Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 DAYS written notice to the certificate holder named below, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

AUTHORIZED REPRESENTATIVES

DARTHIT-01 JKELLEY1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/29/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 1780862 HUB International New England 100 Central Street, Suite 201 Holliston, MA 01746	CONTACT NAME: Jessica Kelley PHONE (A/C, No, Ext): (774) 233-6212 FAX (A/C, No): E-MAIL ADDRESS: Jessica.Kelley@hubinternational.com
INSURED Dartmouth-Hitchcock Health 1 Medical Center Dr. Lebanon, NH 03756	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Safety National Casualty Corporation — 15105 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N ☐ N / A			AG4061049	7/1/2019	7/1/2020	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Workers Compensation coverage for Cheshire Medical Center

CERTIFICATE HOLDER

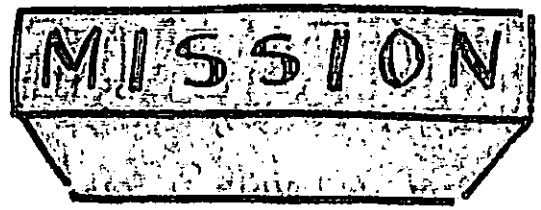
NH DHHS
129 Pleasant Street
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

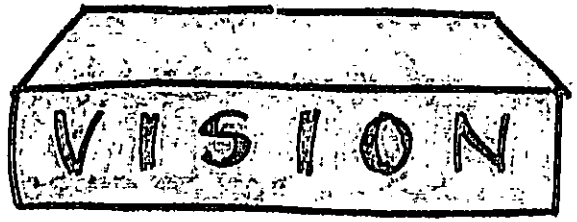
AUTHORIZED REPRESENTATIVE

3-Year Strategic Plan: Framework



OUR MISSION: To lead our community to optimal health and wellness through our clinical and service excellence, collaboration, and compassion for every patient, every time.

A 3-YEAR STRATEGIC PLAN to translate our mission and vision into measurable action.



OUR VISION: To continually improve the health outcomes of the people we care for through our role in providing high-value health care, remaining a sustainable resource for our region.

Cheshire Medical Center
Dartmouth-Hitchcock

OUR MISSION: To lead our community to optimal health and wellness through our clinical and service excellence, collaboration, and compassion for every patient, every time.

OUR VISION: To continually improve the health outcomes of the people we care for through our role in providing high-value health care; remaining a sustainable resource for our region.

Approved by the
Cheshire Medical Center Board of Trustees
June 7, 2017

Dartmouth-Hitchcock Health and Subsidiaries

Consolidated Financial Statements
June 30, 2018 and 2017

Dartmouth-Hitchcock Health and Subsidiaries
Index
June 30, 2018 and 2017

Report of Independent Auditors

To the Board of Trustees of
Dartmouth-Hitchcock Health and subsidiaries

We have audited the accompanying consolidated financial statements of Dartmouth-Hitchcock Health and its subsidiaries (the "Health System"), which comprise the consolidated balance sheets as of June 30, 2018 and June 30, 2017, and the related consolidated statements of operations, changes in net assets and cash flows for the years then ended.

Management's Responsibility for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on the consolidated financial statements based on our audits. We did not audit the financial statements of Alice Peck Day Hospital, a subsidiary whose sole member is Dartmouth-Hitchcock Health, which statements reflect total assets of 2.8% of consolidated total assets at June 30, 2017 and total revenues of 3.3% of consolidated total revenue for the year then ended. Those statements were audited by other auditors whose report thereon has been furnished to us, and our opinion expressed herein, insofar as it relates to the amounts included for Alice Peck Day Hospital, is based solely on the report of the other auditors. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on our judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, we consider internal control relevant to the Health System's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Health System's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, based on our audits and the report of the other auditors, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Dartmouth-Hitchcock Health and its subsidiaries as of June 30, 2018 and June 30, 2017, and the results of their operations, changes in net assets and cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matter

Our audits were conducted for the purpose of forming an opinion on the consolidated financial statements taken as a whole. The consolidating information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The consolidating information has been subjected to the auditing procedures applied in the audits of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves and other additional procedures, in accordance with auditing standards generally accepted in the United States of America. In our opinion, the consolidating information is fairly stated, in all material respects, in relation to the consolidated financial statements taken as a whole. The consolidating information is presented for purposes of additional analysis of the consolidated financial statements rather than to present the financial position, results of operations, changes in net assets and cash flows of the individual companies and is not a required part of the consolidated financial statements. Accordingly, we do not express an opinion on the financial position, results of operations, changes in net assets and cash flows of the individual companies.

PricewaterhouseCoopers LLP

Boston, Massachusetts
November 7, 2018

Dartmouth-Hitchcock Health and Subsidiaries
Consolidated Balance Sheets
Years Ended June 30, 2018 and 2017

(in thousands of dollars)	2018	2017
Assets		
Current assets		
Cash and cash equivalents	$ 200,169	$ 68,498
Patient accounts receivable, net of estimated uncollectibles of $132,228 and $121,340 at June 30, 2018 and 2017 (Note 3)	219,228	237,260
Prepaid expenses and other current assets	97,502	89,203
Total current assets	516,899	394,961
Assets limited as to use (Notes 4 and 6)	706,124	662,323
Other investments for restricted activities (Notes 4 and 6)	130,896	124,529
Property, plant, and equipment, net (Note 5)	607,321	609,975
Other assets	108,785	97,120
Total assets	$ 2,070,025	$ 1,888,908
Liabilities and Net Assets		
Current liabilities		
Current portion of long-term debt (Note 9)	$ 3,464	$ 18,357
Current portion of liability for pension and other postretirement plan benefits (Note 10)	3,311	3,220
Accounts payable and accrued expenses (Note 12)	95,753	89,160
Accrued compensation and related benefits	125,576	114,911
Estimated third-party settlements (Note 3)	41,141	27,433
Total current liabilities	269,245	253,081
Long-term debt, excluding current portion (Note 9)	752,975	616,403
Insurance deposits and related liabilities (Note 11)	55,516	50,960
Interest rate swaps (Notes 6 and 9)	-	20,916
Liability for pension and other postretirement plan benefits, excluding current portion (Note 10)	242,227	282,971
Other liabilities	88,127	90,548
Total liabilities	1,408,090	1,314,879
Commitments and contingencies (Notes 3, 5, 6, 9, and 12)		
Net assets		
Unrestricted (Note 8)	524,102	424,947
Temporarily restricted (Notes 7 and 8)	82,439	94,917
Permanently restricted (Notes 7 and 8)	55,394	54,165
Total net assets	661,935	574,029
Total liabilities and net assets	$ 2,070,025	$ 1,888,908

The accompanying notes are an integral part of these consolidated financial statements.

Dartmouth-Hitchcock Health and Subsidiaries
Consolidated Statements of Operations and Changes in Net Assets
Years Ended June 30, 2018 and 2017

(in thousands of dollars)	2018	2017
Unrestricted revenue and other support		
Net patient service revenue, net of contractual allowances and discounts	$ 1,899,095	$ 1,859,192
Provision for bad debts (Note 1 and 3)	47,367	63,645
Net patient service revenue less provision for bad debts	1,851,728	1,795,547
Contracted revenue (Note 2)	54,969	43,671
Other operating revenue (Note 2 and 4)	148,946	119,177
Net assets released from restrictions	13,461	11,122
Total unrestricted revenue and other support	2,069,104	1,969,517
Operating expenses		
Salaries	989,263	966,352
Employee benefits	229,683	244,855
Medical supplies and medications	340,031	306,080
Purchased services and other	291,372	289,805
Medicaid enhancement tax (Note 3)	67,692	65,069
Depreciation and amortization	84,778	84,562
Interest (Note 9)	18,822	19,838
Total operating expenses	2,021,641	1,976,561
Operating income (loss)	47,463	(7,044)
Non-operating gains (losses)		
Investment gains (Notes 4 and 9)	40,387	51,056
Other losses	(2,908)	(4,153)
Loss on early extinguishment of debt	(14,214)	-
Loss due to swap termination	(14,247)	-
Contribution revenue from acquisition	-	20,215
Total non-operating gains, net	9,018	67,118
Excess of revenue over expenses	$ 56,481	$ 60,074

The accompanying notes are an integral part of these consolidated financial statements.

Dartmouth-Hitchcock Health and Subsidiaries
Consolidated Statements of Operations and Changes in Net Assets
Years Ended June 30, 2018 and 2017

(in thousands of dollars)	2018	2017
Unrestricted net assets		
Excess of revenue over expenses	$ 56,481	$ 60,074
Net assets released from restrictions	16,313	1,839
Change in funded status of pension and other postretirement benefits (Note 10)	8,254	(1,587)
Other changes in net assets	(185)	(3,364)
Change in fair value of interest rate swaps (Note 9)	4,190	7,802
Change in interest rate swap effectiveness	14,102	-
Increase in unrestricted net assets	99,155	64,764
Temporarily restricted net assets		
Gifts, bequests, sponsored activities	13,050	26,592
Investment gains	2,964	1,677
Change in net unrealized gains on investments	1,282	3,775
Net assets released from restrictions	(29,774)	(12,961)
Contribution of temporarily restricted net assets from acquisition	-	103
(Decrease) increase in temporarily restricted net assets	(12,478)	19,186
Permanently restricted net assets		
Gifts and bequests	1,121	300
Investment gains in beneficial interest in trust	108	245
Contribution of permanently restricted net assets from acquisition	-	30
Increase in permanently restricted net assets	1,229	575
Change in net assets	87,906	84,525
Net assets		
Beginning of year	574,029	489,504
End of year	$ 661,935	$ 574,029

The accompanying notes are an integral part of these consolidated financial statements.

Dartmouth-Hitchcock Health and Subsidiaries
Consolidated Statements of Cash Flows
Years Ended June 30, 2018 and 2017

(in thousands of dollars)	2018	2017
Cash flows from operating activities		
Change in net assets	$ 87,906	$ 84,525
Adjustments to reconcile change in net assets to net cash provided by operating and non-operating activities		
Change in fair value of interest rate swaps	(4,897)	(8,001)
Provision for bad debt	47,367	63,645
Depreciation and amortization	84,947	84,711
Contribution revenue from acquisition	-	(20,348)
Change in funded status of pension and other postretirement benefits	(8,254)	1,587
(Gain) loss on disposal of fixed assets	(125)	1,703
Net realized gains and change in net unrealized gains on investments	(45,701)	(57,255)
Restricted contributions and investment earnings	(5,460)	(4,374)
Proceeds from sales of securities	1,531	809
Loss from debt defeasance	14,214	381
Changes in assets and liabilities		
Patient accounts receivable, net	(29,335)	(35,811)
Prepaid expenses and other current assets	(8,299)	7,386
Other assets, net	(11,665)	(8,934)
Accounts payable and accrued expenses	19,693	(17,820)
Accrued compensation and related benefits	10,665	10,349
Estimated third-party settlements	13,708	7,783
Insurance deposits and related liabilities	4,556	(5,927)
Liability for pension and other postretirement benefits	(32,399)	8,935
Other liabilities	(2,421)	11,431
Net cash provided by operating and non-operating activities	136,031	124,775
Cash flows from investing activities		
Purchase of property, plant, and equipment	(77,598)	(77,361)
Proceeds from sale of property, plant, and equipment	-	1,087
Purchases of investments	(279,407)	(259,201)
Proceeds from maturities and sales of investments	273,409	276,934
Cash received through acquisition	-	3,564
Net cash used in investing activities	(83,596)	(54,977)
Cash flows from financing activities		
Proceeds from line of credit	50,000	65,000
Payments on line of credit	(50,000)	(101,550)
Repayment of long-term debt	(413,104)	(48,506)
Proceeds from issuance of debt	507,791	39,064
Repayment of interest rate swap	(16,019)	-
Payment of debt issuance costs	(4,892)	(274)
Restricted contributions and investment earnings	5,460	4,374
Net cash provided by (used in) financing activities	79,236	(41,892)
Increase in cash and cash equivalents	131,671	27,906
Cash and cash equivalents		
Beginning of year	68,498	40,592
End of year	$ 200,169	$ 68,498
Supplemental cash flow information		
Interest paid	$ 18,029	$ 23,407
Net assets acquired as part of acquisition, net of cash aquired	-	16,784
Non-cash proceeds from issuance of debt	137,281	-
Use of non-cash proceeds to refinance debt	(137,281)	-
Building construction in process financed by a third party	-	8,426
Construction in progress included in accounts payable and accrued expenses	1,569	14,669
Equipment acquired through issuance of capital lease obligations	17,670	-
Donated securities	1,531	809

The accompanying notes are an integral part of these consolidated financial statements.

1. Organization and Community Benefit Commitments

Dartmouth-Hitchcock Health (D-HH) serves as the sole corporate member of the following entities: Dartmouth-Hitchcock Clinic and Subsidiaries (DHC), Mary Hitchcock Memorial Hospital and Subsidiaries (MHMH), (DHC and MHMH together are referred to as D-H), The New London Hospital Association and Subsidiaries (NLH), Windsor Hospital Corporation (d/b/a MT. Ascutney Hospital and Health Center) and Subsidiaries (MAHHC), Cheshire Medical Center and Subsidiaries (Cheshire), Alice Peck Day Memorial Hospital (APD), and the Visiting Nurse and Hospice of NH and VT and Subsidiaries (VNH). The "Health System" consists of D-HH, its affiliates and their subsidiaries.

The Health System currently operates one tertiary, one community and three acute care (critical access) hospitals in New Hampshire (NH) and Vermont (VT). One facility provides inpatient and outpatient rehabilitation medicine and long-term care. The Health System also operates multiple physician practices, a nursing home and a home health and hospice service. The Health System operates a graduate level program for health professions and is the principal teaching affiliate of the Geisel School of Medicine (Geisel), a component of Dartmouth College.

D-HH, MHMH, DHC, NLH, Cheshire, and APD are NH not-for-profit corporations exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code (IRC). MAHHC and VNH are VT not-for-profit corporations exempt from federal income taxes under Section 501(c)(3) of the IRC.

Community Benefits
The mission of the Health System is to advance health through clinical practice and community partnerships, research and education, providing each person the best care, in the right place, at the right time, every time.

Consistent with this mission, the Health System provides high quality, cost effective, comprehensive, and integrated healthcare to individuals, families, and the communities it serves regardless of a patient's ability to pay. The Health System actively supports community-based healthcare and promotes the coordination of services among healthcare providers and social services organizations. In addition, the Health System also seeks to work collaboratively with other area healthcare providers to improve the health status of the region. As a component of an integrated academic medical center, the Health System provides significant support for academic and research programs.

The Health System files annual Community Benefits Reports with the State of NH which outlines the community and charitable benefits it provides. VT hospitals are not required by law to file a state community benefit report. The categories used in the Community Benefit Reports to summarize these benefits are as follows:

- *Community health services* include activities carried out to improve community health and could include community health education (such as lectures, programs, support groups, and materials that promote wellness and prevent illness), community-based clinical services (such as free clinics and health screenings), and healthcare support services (enrollment assistance in public programs, assistance in obtaining free or reduced costs medications, telephone information services, or transportation programs to enhance access to care, etc.).

- *Subsidized health services* are services provided by the Health System, resulting in financial losses that meet the needs of the community and would not otherwise be available to participate unless the responsibility was assumed by the government.
- *Research support and other grants* represent costs in excess of awards for numerous health research and service initiatives awarded to the organizations within the Health System.
- *Community health-related initiatives* occur outside of the organization(s) through various financial contributions of cash, in-kind, and grants to local organizations.
- *Community-building activities* include cash, in-kind donations, and budgeted expenditures for the development of programs and partnerships intended to address social and economic determinants of health. Examples include physical improvements and housing, economic development, support system enhancements, environmental improvements, leadership development and training for community members, community health improvement advocacy, and workforce enhancement. Community benefit operations includes costs associated with staff dedicated to administering benefit programs, community health needs assessment costs, and other costs associated with community benefit planning and operations.
- *Charity care (financial assistance)* represents services provided to patients who cannot afford healthcare services due to inadequate financial resources which result from being uninsured or underinsured. For the years ended June 30, 2018 and 2017, the Health System provided financial assistance to patients in the amount of approximately $39,446,000 and $29,934,000, respectively, as measured by gross charges. The estimated cost of providing this care for the years ended June 30, 2018 and 2017 was approximately $15,559,000 and $12,173,000, respectively. The estimated costs of providing charity care services are determined applying a ratio of costs to charges to the gross uncompensated charges associated with providing care to charity patients. The ratio of costs to charges is calculated using total expenses, less bad debt, divided by gross revenue.
- *Government-sponsored healthcare services* are provided to Medicaid and Medicare patients at reimbursement levels that are significantly below the cost of the care provided.
- *The uncompensated cost of care for Medicaid* patients reported in the unaudited Community Benefits Reports for 2017 was approximately $126,867,000. The 2018 Community Benefits Reports are expected to be filed in February 2019.

The following table summarizes the value of the community benefit initiatives outlined in the Health System's most recently filed Community Benefit Reports for the year ended June 30, 2017:

(Unaudited, in thousands of dollars)

Government-sponsored healthcare services	$	287,845
Health professional education		33,197
Subsidized health services		30,447
Charity care		11,070
Community health services		6,829
Research		3,308
Community building activities		1,487
Financial contributions		1,417
Community benefit operations		913
Total community benefit value	$	376,513

The Health System also provides a significant amount of uncompensated care to its patients that are reported as provision for bad debts, which is not included in the amounts reported above. During the years ended June 30, 2018 and 2017, the Health System reported a provision for bad debt expense of approximately $47,367,000 and $63,645,000, respectively.

2. Summary of Significant Accounting Policies

Basis of Presentation

The consolidated financial statements are prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America, and have been prepared consistent with the Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 954, *Healthcare Entities*, which addresses the accounting for healthcare entities. The net assets, revenue, expenses, and gains and losses of healthcare entities are classified based on the existence or absence of donor-imposed restrictions. Accordingly, unrestricted net assets are amounts not subject to donor-imposed stipulations and are available for operations. Temporarily restricted net assets are those whose use has been limited by donors to a specific time period or purpose. Permanently restricted net assets have been restricted by donors to be maintained in perpetuity. All significant intercompany transactions have been eliminated upon consolidation.

Use of Estimates

The preparation of the consolidated financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the dates of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting periods. The most significant areas that are affected by the use of estimates include the allowance for estimated uncollectible accounts and contractual allowances, valuation of certain investments, estimated third-party settlements, insurance reserves, and pension obligations. Actual results may differ from those estimates.

Excess of Revenue over Expenses

The consolidated statements of operations and changes in net assets include the excess of revenue over expenses. Operating revenues consist of those items attributable to the care of patients, including contributions and investment income on unrestricted investments, which are utilized to provide charity and other operational support. Peripheral activities, including unrestricted contribution income from acquisitions, loss on early extinguishment of debt, loss due to swap termination, realized gains/losses on sales of investment securities and changes in unrealized gains/losses in investments are reported as non-operating gains (losses).

Changes in unrestricted net assets which are excluded from the excess of revenue over expenses, consistent with industry practice, include contributions of long-lived assets (including assets acquired using contributions which by donor restriction were to be used for the purpose of acquiring such assets), change in funded status of pension and other postretirement benefit plans, and the effective portion of the change in fair value of interest rate swaps.

Charity Care and Provision for Bad Debts

The Health System provides care to patients who meet certain criteria under their financial assistance policies without charge or at amounts less than their established rates. Because the Health System does not anticipate collection of amounts determined to qualify as charity care, they are not reported as revenue.

The Health System grants credit without collateral to patients. Most are local residents and are insured under third-party arrangements. Additions to the allowance for uncollectible accounts are made by means of the provision for bad debts. Accounts written off as uncollectible are deducted from the allowance and subsequent recoveries are added. The amount of the provision for bad debts is based upon management's assessment of historical and expected net collections, business and economic conditions, trends in federal and state governmental healthcare coverage, and other collection indicators (Notes 1 and 3).

Net Patient Service Revenue
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 and bad debt expense. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and adjusted in future periods as estimates change or final settlements are determined (Note 3).

Contracted Revenue
The Health System has various Professional Service Agreements (PSAs), pursuant to which certain organizations purchase services of personnel employed by the Health System and also lease space and equipment. Revenue pursuant to these PSAs and certain facility and equipment leases and other professional service contracts have been classified as contracted revenue in the accompanying consolidated statements of operations and changes in net assets.

Other Revenue
The Health System recognizes other revenue which is not related to patient medical care but is central to the day-to-day operations of the Health System. This revenue includes retail pharmacy, joint operating agreements, grant revenue, cafeteria sales, meaningful use incentive payments and other support service revenue.

Cash Equivalents
Cash equivalents include investments in highly liquid investments with maturities of three months or less when purchased, excluding amounts where use is limited by internal designation or other arrangements under trust agreements or by donors.

Investments and Investment Income
Investments in equity securities with readily determinable fair values, mutual funds and pooled/comingled funds, and all investments in debt securities are considered to be trading securities reported at fair value with changes in fair value included in the excess of revenues over expenses. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date (Note 6).

Investments in pooled/commingled investment funds, private equity funds and hedge funds that represent investments where the Health System owns shares or units of funds rather than the underlying securities in that fund are valued using the equity method of accounting with changes in value recorded in the excess of revenues over expenses. All investments, whether held at fair value or under the equity method of accounting, are reported at what the Health System believes to be the amount they would expect to receive if it liquidated its investments at the balance sheet dates on a nondistressed basis.

Certain affiliates of the Health System are partners in a NH general partnership established for the purpose of operating a master investment program of pooled investment accounts. Substantially all of the Health System's board-designated and permanently restricted assets were invested in these pooled funds by purchasing units based on the fair value of the pooled funds at the end of the month prior to receipt of any new additions to the funds. Interest, dividends, and realized and unrealized gains and losses earned on pooled funds are allocated monthly based on the weighted average units outstanding at the prior month-end.

Investment income or losses (including change in unrealized and realized gains and losses on unrestricted investments, change in value of equity method investments, interest, and dividends) are included in the excess of revenue over expenses and classified as non-operating gains and losses, unless the income or loss is restricted by donor or law (Note 8).

Fair Value Measurement of Financial Instruments
The Health System estimates fair value based on a valuation framework that uses a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements). The three levels of fair value hierarchy, as defined by ASC 820, *Fair Value Measurements and Disclosures*, are described below:

Level 1 — Unadjusted quoted prices in active markets that are accessible at the measurement date for assets or liabilities.

Level 2 — Prices other than quoted prices in active markets that are either directly or indirectly observable as of the date of measurement.

Level 3 — Prices or valuation techniques that are both significant to the fair value measurement and unobservable.

The Health System applies the accounting provisions of Accounting Standards Update (ASU) 2009-12, *Investments in Certain Entities That Calculate Net Asset Value per Share (or its Equivalent)* (ASU 2009-12). ASU 2009-12 allows for the estimation of fair value of investments for which the investment does not have a readily determinable fair value, to use net asset value (NAV) per share or its equivalent as a practical expedient, subject to the Health System's ability to redeem its investment.

The carrying amount of patient accounts receivable, prepaid and other current assets, accounts payable and accrued expenses approximates fair value due to the short maturity of these instruments.

Property, Plant, and Equipment
Property, plant, and equipment, and other real estate are stated at cost at the time of purchase or fair value at the time of donation, less accumulated depreciation. The Health System's policy is to capitalize expenditures for major improvements and to charge expense for maintenance and repair expenditures which do not extend the lives of the related assets. The provision for depreciation has been determined using the straight-line method at rates which are intended to amortize the cost of assets over their estimated useful lives which range from 10 to 40 years for buildings and improvements, 2 to 20 years for equipment, and the shorter of the lease term, or 5 to 12 years, for leasehold improvements. Certain software development costs are amortized using the straight-line method over a period of up to 10 years. Net interest cost incurred on borrowed funds during the period of construction of capital assets is capitalized as a component of the cost of acquiring those assets.

The fair value of a liability for legal obligations associated with asset retirements is recognized in the period in which it is incurred, if a reasonable estimate of the fair value of the obligation can be made. When a liability is initially recorded, the cost of the asset retirement obligation is capitalized by increasing the carrying amount of the related long-lived asset. Over time, the liability is accreted to its present value each period and the capitalized cost associated with the retirement is depreciated over the useful life of the related asset. Upon settlement of the obligation, any difference between the actual cost to settle the asset retirement obligation and the liability recorded is recognized as a gain or loss in the consolidated statements of operations and changes in net assets.

Gifts of capital assets such as land, buildings, or equipment are reported as unrestricted support, and excluded from the excess of revenue over expenses, unless explicit donor stipulations specify how the donated assets must be used. Gifts of capital assets with explicit restrictions that specify how the assets are to be used and gifts of cash or other assets that must be used to acquire capital assets are reported as restricted support. Absent explicit donor stipulations about how long those capital assets must be maintained, expirations of donor restrictions are reported when the donated or acquired capital assets are placed in service.

Bond Issuance Costs
Bond issuance costs, classified on the consolidated balance sheets within long-term debt, are amortized over the term of the related bonds. Amortization is recorded within depreciation and amortization in the consolidated statements of operations and changes in net assets using the straight-line method which approximates the effective interest method.

Trade Names
The Health System records trade names as intangible assets within other assets on the consolidated statements of financial position. The Health System considers trade names to be indefinite-lived assets, assesses them at least annually for impairment or more frequently if certain events or circumstances warrant and recognizes impairment charges for amounts by which the carrying values exceed their fair values. The Health System has recorded $2,462,000 and $2,700,000 as intangible assets associated with its affiliations as of June 30, 2018 and 2017, respectively.

Derivative Instruments and Hedging Activities
The Health System applies the provisions of ASC 815, *Derivatives and Hedging*, to its derivative instruments, which require that all derivative instruments be recorded at their respective fair values in the consolidated balance sheets.

On the date a derivative contract is entered into, the Health System designates the derivative as a cash-flow hedge of a forecasted transaction or the variability of cash flows to be received or paid related to a recognized asset or liability. For all hedge relationships, the Health System formally documents the hedging relationship and its risk-management objective and strategy for undertaking the hedge, the hedging instrument, the nature of the risk being hedged, how the hedging instrument's effectiveness in offsetting the hedged risk will be assessed, and a description of the method of measuring ineffectiveness. This process includes linking cash-flow hedges to specific assets and liabilities on the consolidated balance sheets, specific firm commitments or forecasted transactions. The Health System also formally assesses, both at the hedge's inception and on an ongoing basis, whether the derivatives that are used in hedging transactions are highly effective in offsetting changes in variability of cash flows of hedged items. Changes in the fair value of a derivative that is highly effective and that is designated and qualifies as a cash-flow hedge are recorded in unrestricted net assets until earnings are affected by the variability in cash

flows of the designated hedged item. The ineffective portion of the change in fair value of a cash flow hedge is reported in excess of revenue over expenses in the consolidated statements of operations and changes in net assets.

The Health System discontinues hedge accounting prospectively when it is determined: (a) the derivative is no longer effective in offsetting changes in the cash flows of the hedged item; (b) the derivative expires or is sold, terminated, or exercised; (c) the derivative is undesignated as a hedging instrument because it is unlikely that a forecasted transaction will occur; (d) a hedged firm commitment no longer meets the definition of a firm commitment; and (e) management determines that designation of the derivative as a hedging instrument is no longer appropriate.

In all situations in which hedge accounting is discontinued, the Health System continues to carry the derivative at its fair value on the consolidated balance sheets and recognizes any subsequent changes in its fair value in excess of revenue over expenses.

Gifts and Bequests
Unrestricted gifts and bequests are recorded net of related expenses as non-operating gains. Conditional promises to give and indications of intentions to give to the Health System are reported at fair value at the date the gift is received. Gifts are reported as either temporarily or permanently restricted if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified as unrestricted net assets and reported in the consolidated statements of operations and changes in net assets as net assets released from restrictions.

Recently Issued Accounting Pronouncements
In May 2014, the FASB issued ASU 2014-09 - *Revenue from Contracts with Customers* and in August 2015, the FASB amended the guidance to defer the effective date of this standard by one year. ASU 2014-09 affects any entity that either enters into contracts with customers to transfer goods or services or enters into contracts for the transfer of nonfinancial assets unless those contracts are within the scope of other standards. The core principle of the guidance in ASU 2014-09 is that an entity should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. The Health System is in the process of completing an evaluation of the requirements of the new standard, which became effective on July 1, 2018. In addition, the Health System is in the process of drafting the new disclosures required post implementation. The Health System plans to use a modified retrospective method of application to adopt ASU 2014-09 on July 1, 2018. The Health System will use a portfolio approach to apply the new model to classes of payers with similar characteristics and analyze cash collection trends over an appropriate collection look-back period depending on the payer. Adoption of ASU 2014-09 will result in changes to the presentation for and disclosure of revenue related to uninsured or underinsured patients. Prior to the adoption of ASU 2014-09, a significant portion of the provision for doubtful accounts related to self-pay patients, as well as co-pays and deductibles owed to the Health System by patients. Under ASU 2014-09, the estimated uncollectible amounts due from these patients are generally considered a direct reduction to net operating revenues and, correspondingly, result in a material reduction in the amounts presented separately as provision for doubtful accounts. The Health System is also in the process of completing an assessment of the impact of the new standard on other operating revenue and various reimbursement programs that represent variable consideration. These include supplemental state Medicaid programs, disproportionate share payments and settlements with third party payers. The payment mechanisms for these types of programs vary by state. While the adoption of ASU 2014-09 will

have a material effect on the presentation of net operating revenues in the Health System's consolidated statements of operations and changes in net assets, and will impact certain disclosures, it will not materially impact the financial position, results of operations or cash flows.

In February 2016, the FASB issued ASU 2016-02 - *Leases*, which requires a lessee to recognize a right-of-use asset and a lease liability, initially measured at the present value of the lease payments, on its balance sheet. The standard also requires a lessee to recognize a single lease cost, calculated so that the cost of the lease is allocated over the lease term, on a generally straight-line basis. The guidance also expands the required quantitative and qualitative disclosures surrounding leases. The ASU is effective for fiscal years beginning after December 15, 2018, or fiscal year 2020 for the Health System. The Health System is evaluating the impact of the new guidance on the consolidated financial statements.

In January 2016, the FASB issued ASU 2016-01- *Recognition and Measurement of Financial Assets and Financial Liabilities*, which address certain aspects of recognition, measurement, presentation and disclosure of financial instruments. This guidance allows an entity to choose, investment-by-investment, to report an equity investment that neither has a readily determinable fair value, nor qualifies for the practical expedient for fair value estimation using NAV, at its cost minus impairment (if any), plus or minus changes resulting from observable price changes in orderly transactions for the identical or similar investment of the same issue. Impairment of such investments must be assessed qualitatively at each reporting period. Entities must disclose their financial assets and liabilities by measurement category and form of asset either on the face of the balance sheet or in the accompanying notes. The ASU is effective for annual reporting periods beginning after December 15, 2018 or fiscal year 2020 for the Health System. The provision to eliminate the requirement to disclose the fair value of financial instruments measured at cost (such as the fair value of debt) was early adopted during the year ended June 30, 2017.

In August 2016, the FASB issued ASU 2016-14 - *Presentation of Financial Statements for Not-for-Profit Entities*. The new pronouncement amends certain financial reporting requirements for not-for-profit entities, including revisions to the classification of net assets and expanded disclosure requirements concerning expenses and liquidity. The ASU is effective for the Health System for the year ending June 30, 2019. The Health System is evaluating the impact of the new guidance on the consolidated financial statements.

3. Patient Service Revenue and Accounts Receivable

Patient service revenue is reported net of contractual allowances and the provision for bad debts as follows for the years ended June 30, 2018 and 2017:

(in thousands of dollars)	2018	2017
Gross patient service revenue	$ 5,180,649	$ 4,865,332
Less: Contractual allowances	3,281,554	3,006,140
Provision for bad debt	47,367	63,645
Net patient service revenue	$ 1,851,728	$ 1,795,547

Accounts receivable are reduced by an allowance for estimated uncollectibles. In evaluating the collectability of accounts receivable, the Health System analyzes past collection history and identifies trends for several categories of self-pay accounts (uninsured, residual balances, pre-collection accounts and charity) to estimate the appropriate allowance percentages in establishing

the allowance for bad debt expense. Management performs collection rate look-back analyses on a quarterly basis to evaluate the sufficiency of the allowance for estimated uncollectibles. Throughout the year, after all reasonable collection efforts have been exhausted, the difference between the standard rates and the amounts actually collected, including contractual adjustments and uninsured discounts, will be written off against the allowance for estimated uncollectibles. In addition to the review of the categories of revenue, management monitors the write offs against established allowances as of a point in time to determine the appropriateness of the underlying assumptions used in estimating the allowance for estimated uncollectibles.

Accounts receivable, prior to adjustment for estimated uncollectibles, are summarized as follows at June 30, 2018 and 2017:

(in thousands of dollars)	2018	2017
Receivables		
Patients	$ 94,104	$ 90,786
Third-party payors	250,657	263,240
Nonpatient	6,695	4,574
	$ 351,456	$ 358,600

The allowance for estimated uncollectibles is $132,228,000 and $121,340,000 as of June 30, 2018 and 2017.

The following table categorizes payors into five groups and their respective percentages of gross patient service revenue for the years ended June 30, 2018 and 2017:

	2018	2017
Medicare	43 %	43 %
Anthem/Blue Cross	18	18
Commercial insurance	20	20
Medicaid	13	13
Self-pay/other	6	6
	100 %	100 %

The Health System has agreements with third-party payors that provide for payments at amounts different from their established rates. A summary of the acute care payment arrangements in effect during the years ended June 30, 2018 and 2017 with major third-party payors follows:

Medicare
The Health System's inpatient acute care services provided to Medicare program beneficiaries are paid at prospectively determined rates-per-discharge. These rates vary according to a patient classification system that is based on diagnostic, clinical and other factors. In addition, inpatient capital costs (depreciation and interest) are reimbursed by Medicare on the basis of a prospectively determined rate per discharge. Medicare outpatient services are paid on a prospective payment system. Under this system, outpatient services are reimbursed based on a pre-determined amount for each outpatient procedure, subject to various mandated modifications. The Health System is reimbursed during the year for services to Medicare beneficiaries based on varying interim

payment methodologies. Final settlement is determined after the submission of an annual cost report and subsequent audit of this report by the Medicare fiscal intermediary.

Certain of the Health System's affiliates qualify as Critical Access Hospitals (CAH), which are reimbursed by Medicare at 101% of reasonable costs, subject to 2% sequestration, for its inpatient acute, swing bed, and outpatient services, excluding ambulance services and inpatient hospice care. They are reimbursed at an interim rate for cost based services with a final settlement determined by the Medicare Cost Report filing. The nursing home and Rehabilitation distinct part units are not impacted by CAH designation. Medicare reimburses both services based on an acuity driven prospective payment system with no retrospective settlement.

Certain of the Health System's affiliates qualify as Home Health and Hospice Providers. Providers of home health services to clients eligible for Medicare home health benefits are paid on a prospective basis, with no retrospective settlement. The prospective payment is based on the scoring attributed to the acuity level of the client at a rate determined by federal guidelines. Hospice services to clients eligible for Medicare hospice benefits are paid on a per diem basis, with no retrospective settlement, provided the aggregate annual Medicare reimbursement is below a predetermined aggregate capitated rate. Revenue is recognized as the services are performed based on the fixed rate amount.

Medicaid
The Health System's payments for inpatient services rendered to NH Medicaid beneficiaries are based on a prospective payment system, while outpatient services are reimbursed on a retrospective cost basis or fee schedules. NH Medicaid Outpatient Direct Medical Education costs are reimbursed, as a pass-through, based on the filing of the Medicare cost report. Payment for inpatient and outpatient services rendered to VT Medicaid beneficiaries are based on prospective payment systems and the skilled nursing facility is reimbursed on a prospectively determined per diem rate.

During the years ended June 30, 2018 and 2017, the Health System recorded State of NH Medicaid Enhancement Tax (MET) and State of VT Provider Tax of $67,692,000 and $65,069,000, respectively. The taxes are calculated at 5.4% for NH and 6% for VT of certain net patient revenues in accordance with instructions received from the States. The provider taxes are included in Medicaid enhancement tax in the consolidated statements of operations and changes in net assets.

During fiscal year 2016, Vermont state legislation passed changes to the tax base for home health providers from 19.30% of core home health care services (primarily Medicaid services) with a cap of 6% of net patient service revenue to 3.63% of net patient revenue for fiscal year 2017 and fiscal year 2018. Home health provider tax paid, which is included in purchased services and other in the consolidated statements of operations and changes in net assets, was $737,000 and $645,000 in 2018 and 2017, respectively.

On June 30, 2014, the NH Governor signed into law a bi-partisan legislation reflecting an agreement between the State of NH and 25 NH hospitals on the Medicaid Enhancement Tax "SB 369". As part of this agreement the parties have agreed to resolve all pending litigation related to MET and Medicaid Rates, including the Catholic Medical Center Litigation, the Northeast Rehabilitation Litigation, 2014 DRA Refund Requests, and the State Rate Litigation.

In May of 2018, the State of NH and NH Hospitals reached a new seven-year agreement through 2024. Under the terms of this agreement, the hospitals agreed to accept approximately $28 million less in DSH payments to which they are entitled in fiscal year 2018 and fiscal year 2019 in exchange for greater certainty about both future DSH payments and increases in Medicaid reimbursement rates. The new agreement contains a number of safeguards. In the event of adverse federal legislative or administrative changes to the DSH program, the agreement provides for alternative payments (e.g., other Medicaid supplemental payments or rate increases that will compensate the hospitals for any loss of DSH revenue). Additionally, the hospitals have filed a declaratory judgment petition based on the terms of the 2018 agreement, to which the State of NH has consented and on which a court order has been entered. If the State of NH breaches any term of the 2018 agreement, the hospitals are entitled to recoup the balance of DSH payments forfeited in fiscal year 2018 and fiscal year 2019.

Pursuant to this agreement, the State of NH made DSH payments to D-HH member hospitals in NH in the aggregate amount of approximately $66,383,000 for fiscal year 2018. In fiscal year 2017, D-HH member hospitals in NH received approximately $59,473,000.

The Health Information Technology for Economic and Clinical Health (HITECH) Act included in the American Recovery and Reinvestment Act (ARRA) provides incentives for the adoption and use of health information technology by Medicare and Medicaid providers and eligible professionals. The Health System has recognized meaningful use incentives of $344,000 and $1,156,000 for both the Medicare and Vermont Medicaid programs during the years ended June 30, 2018 and 2017, respectively.

Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. Compliance with laws and regulations can be subject to future government review and interpretation as well as significant regulatory action; failure to comply with such laws and regulations can result in fines, penalties and exclusion from the Medicare and Medicaid programs.

Other

For services provided to patients with commercial insurance, the Health System receives payment for inpatient services at prospectively determined rates-per-discharge, prospectively determined per diem rates or a percentage of established charges. Outpatient services are reimbursed on a fee schedule or at a discount from established charges.

Non-acute and physician services are paid at various rates under different arrangements with governmental payors, commercial insurance carriers and health maintenance organizations. The basis for payments under these arrangements includes prospectively determined per visit rates, discounts from established charges, fee schedules, and reasonable cost subject to limitations.

The Health System has provided for its estimated final settlements with all payors based upon applicable contracts and reimbursement legislation and timing in effect for all open years (2013 - 2018). The differences between the amounts provided and the actual final settlement, if any, is recorded as an adjustment to net patient service revenue as amounts become known or as years are no longer subject to audits, reviews and investigations. During 2018 and 2017, changes in prior estimates related to the Health System's settlements with third-party payors resulted in (decreases) increases in net patient service revenue of ($5,604,000) and $2,000,000 respectively, in the consolidated statements of operations and changes in net assets.

4. Investments

The composition of investments at June 30, 2018 and 2017 is set forth in the following table:

(in thousands of dollars)	2018	2017
Assets limited as to use		
Internally designated by board		
Cash and short-term investments	$ 8,558	$ 9,923
U.S. government securities	50,484	44,835
Domestic corporate debt securities	109,240	100,953
Global debt securities	110,944	105,920
Domestic equities	142,796	129,548
International equities	106,668	95,167
Emerging markets equities	23,562	33,893
Real Estate Investment Trust	816	791
Private equity funds	50,415	39,699
Hedge funds	32,831	30,448
	636,314	591,177
Investments held by captive insurance companies (Note 11)		
U.S. government securities	30,581	18,814
Domestic corporate debt securities	16,764	21,681
Global debt securities	4,513	5,707
Domestic equities	8,109	9,048
International equities	7,971	13,888
	67,938	69,138
Held by trustee under indenture agreement (Note 9)		
Cash and short-term investments	1,872	2,008
Total assets limited as to use	706,124	662,323
Other investments for restricted activities		
Cash and short-term investments	4,952	5,467
U.S. government securities	28,220	28,096
Domestic corporate debt securities	29,031	27,762
Global debt securities	14,641	14,560
Domestic equities	20,509	18,451
International equities	17,521	15,499
Emerging markets equities	2,155	3,249
Real Estate Investment Trust	954	790
Private equity funds	4,878	3,949
Hedge funds	8,004	6,676
Other	31	30
Total other investments for restricted activities	130,896	124,529
Total investments	$ 837,020	$ 786,852

Investments are accounted for using either the fair value method or equity method of accounting, as appropriate on a case by case basis. The fair value method is used when debt securities or equity securities are traded on active markets and are valued at prices that are readily available in those markets. The equity method is used when investments are made in pooled/commingled investment funds that represent investments where shares or units are owned of pooled funds rather than the underlying securities in that fund. These pooled/commingled funds make underlying investments in securities from the asset classes listed above. All investments, whether the fair value or equity method of accounting is used, are reported at what the Health System believes to be the amount that the Health System would expect to receive if it liquidated its investments at the balance sheets date on a non-distressed basis.

The following tables summarize the investments by the accounting method utilized, as of June 30, 2018 and 2017. Accounting standards require disclosure of additional information for those securities accounted for using the fair value method, as shown in Note 6.

	2018		
(in thousands of dollars)	**Fair Value**	**Equity**	**Total**
Cash and short-term investments	$ 15,382	$ -	$ 15,382
U.S. government securities	109,285	-	109,285
Domestic corporate debt securities	95,481	59,554	155,035
Global debt securities	49,104	80,994	130,098
Domestic equities	157,011	14,403	171,414
International equities	60,002	72,158	132,160
Emerging markets equities	1,296	24,421	25,717
Real Estate Investment Trust	222	1,548	1,770
Private equity funds	-	55,293	55,293
Hedge funds	-	40,835	40,835
Other	31		31
	$ 487,814	$ 349,206	$ 837,020

	2017		
(in thousands of dollars)	**Fair Value**	**Equity**	**Total**
Cash and short-term investments	$ 17,398	$ -	$ 17,398
U.S. government securities	91,745	-	91,745
Domestic corporate debt securities	121,631	28,765	150,396
Global debt securities	45,660	80,527	126,187
Domestic equities	144,618	12,429	157,047
International equities	29,910	94,644	124,554
Emerging markets equities	1,226	35,916	37,142
Real Estate Investment Trust	128	1,453	1,581
Private equity funds	-	43,648	43,648
Hedge funds	-	37,124	37,124
Other	30	-	30
	$ 452,346	$ 334,506	$ 786,852

Investment income is comprised of the following for the years ended June 30, 2018 and 2017:

(in thousands of dollars)	2018	2017
Unrestricted		
Interest and dividend income, net	$ 12,324	$ 4,418
Net realized gains on sales of securities	24,411	16,868
Change in net unrealized gains on investments	4,612	30,809
	41,347	52,095
Temporarily restricted		
Interest and dividend income, net	1,526	1,394
Net realized gains on sales of securities	1,438	283
Change in net unrealized gains on investments	1,282	3,775
	4,246	5,452
Permanently restricted		
Change in net unrealized gains on beneficial interest in trust	108	245
	108	245
	$ 45,701	$ 57,792

For the years ended June 30, 2018 and 2017 unrestricted investment income is reflected in the accompanying consolidated statements of operations and changes in net assets as operating revenue of approximately $960,000 and $1,039,000 and as non-operating gains of approximately $40,387,000 and 51,056,000, respectively.

Private equity limited partnership shares are not eligible for redemption from the fund or general partner, but can be sold to third party buyers in private transactions that typically can be completed in approximately 90 days. It is the intent of the Health System to hold these investments until the fund has fully distributed all proceeds to the limited partners and the term of the partnership agreement expires. Under the terms of these agreements, the Health System has committed to contribute a specified level of capital over a defined period of time. Through June 30, 2018 and 2017, the Health System has committed to contribute approximately $137,219,000 and $119,719,000 to such funds, of which the Health System has contributed approximately $91,942,000 and $81,982,000 and has outstanding commitments of $45,277,000 and $37,737,000, respectively.

5. Property, Plant, and Equipment

Property, plant, and equipment are summarized as follows at June 30, 2018 and 2017:

(in thousands of dollars)	2018	2017
Land	$ 38,058	$ 38,058
Land improvements	42,295	37,579
Buildings and improvements	876,537	818,831
Equipment	818,902	766,667
Equipment under capital leases	20,966	20,495
	1,796,758	1,681,630
Less: Accumulated depreciation and amortization	1,200,549	1,101,058
Total depreciable assets, net	596,209	580,572
Construction in progress	11,112	29,403
	$ 607,321	$ 609,975

As of June 30, 2018, construction in progress primarily consists of the building renovations taking place at the birthing pavilion in Lebanon, NH as well as the information systems PeopleSoft project for APD and Cheshire. The estimated cost to complete the birthing pavilion at June 30, 2018 is $200,000 and the estimated cost to complete the PeopleSoft project is $2,775,000.

The construction in progress for the Hospice & Palliative Care building reported as of June 30, 2017 was completed during the second quarter of fiscal year 2018 and APD's medical office building was completed in the fourth quarter of fiscal year 2018.

Depreciation and amortization expense included in operating and non-operating activities was approximately $84,947,000 and $84,711,000 for 2018 and 2017, respectively.

6. Fair Value Measurements

The following is a description of the valuation methodologies for assets and liabilities measured at fair value on a recurring basis:

Cash and Short-Term Investments
Consists of money market funds and are valued at net asset value (NAV) reported by the financial institution.

Domestic, Emerging Markets and International Equities
Consists of actively traded equity securities and mutual funds which are valued at the closing price reported on an active market on which the individual securities are traded (Level 1 measurements).

U.S. Government Securities, Domestic Corporate and Global Debt Securities
Consists of U.S. government securities, domestic corporate and global debt securities, mutual funds and pooled/commingled funds that invest in U.S. government securities, domestic corporate and global debt securities. Securities are valued based on quoted market prices or dealer quotes where available (Level 1 measurement). If quoted market prices are not available, fair values are based on quoted market prices of comparable instruments or, if necessary, matrix pricing from a third party pricing vendor to determine fair value (Level 2 measurements). Matrix prices are based on quoted prices for securities with similar coupons, ratings and maturities, rather than on specific bids and offers for a designated security. Investments in mutual funds are measured based on the quoted NAV as of the close of business in the respective active market (Level 1 measurements).

Interest Rate Swaps
The fair value of interest rate swaps, are determined using the present value of the fixed and floating legs of the swaps. Each series of cash flows are discounted by observable market interest rate curves and credit risk. All interest rate swaps held by the Health System were extinguished as part of Series 2018A and Series 2018B bond issuance (Note 9).

The preceding methods may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, although management believes its valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

Investments are classified in their entirety based on the lowest level of input that is significant to the fair value measurement. The following tables set forth the consolidated financial assets and liabilities that were accounted for at fair value on a recurring basis as of June 30, 2018 and 2017:

	2018					
(in thousands of dollars)	Level 1	Level 2	Level 3	Total	Redemption or Liquidation	Days' Notice
Assets						
Investments						
Cash and short term investments	$ 15,382	$ -	$ -	$ 15,382	Daily	1
U.S. government securities	109,285	-	-	109,285	Daily	1
Domestic corporate debt securities	41,488	53,993	-	95,481	Daily–Monthly	1–15
Global debt securities	32,874	16,230	-	49,104	Daily–Monthly	1–15
Domestic equities	157,011	-	-	157,011	Daily–Monthly	1–10
International equities	59,924	78	-	60,002	Daily–Monthly	1–11
Emerging market equities	1,296	-	-	1,296	Daily–Monthly	1–7
Real estate investment trust	222	-	-	222	Daily–Monthly	1–7
Other	-	31	-	31	Not applicable	Not applicable
Total investments	417,482	70,332	-	487,814		
Deferred compensation plan assets						
Cash and short-term investments	2,637	-	-	2,637		
U.S. government securities	38	-	-	38		
Domestic corporate debt securities	3,749	-	-	3,749		
Global debt securities	1,089	-	-	1,089		
Domestic equities	18,470	-	-	18,470		
International equities	3,584	-	-	3,584		
Emerging market equities	28	-	-	28		
Real estate	9	-	-	9		
Multi strategy fund	46,680	-	-	46,680		
Guaranteed contract	-	-	86	86		
Total deferred compensation plan assets	76,284	-	86	76,370	Not applicable	Not applicable
Beneficial interest in trusts	-	-	9,374	9,374	Not applicable	Not applicable
Total assets	$ 493,766	$ 70,332	$ 9,460	$ 573,558		

	2017					
(in thousands of dollars)	Level 1	Level 2	Level 3	Total	Redemption or Liquidation	Days' Notice
Assets						
Investments						
Cash and short term investments	$ 17,398	$ -	$ -	$ 17,398	Daily	1
U.S. government securities	91,745	-	-	91,745	Daily	1
Domestic corporate debt securities	66,238	55,393	-	121,631	Daily–Monthly	1–15
Global debt securities	28,142	17,518	-	45,660	Daily–Monthly	1–15
Domestic equities	144,618	-	-	144,618	Daily–Monthly	1–10
International equities	29,870	40	-	29,910	Daily–Monthly	1–11
Emerging market equities	1,226	-	-	1,226	Daily–Monthly	1–7
Real estate investment trust	128	-	-	128	Daily–Monthly	1–7
Other	-	30	-	30	Not applicable	Not applicable
Total investments	379,365	72,981	-	452,346		
Deferred compensation plan assets						
Cash and short-term investments	2,633	-	-	2,633		
U.S. government securities	37	-	-	37		
Domestic corporate debt securities	8,802	-	-	8,802		
Global debt securities	1,095	-	-	1,095		
Domestic equities	28,609	-	-	28,609		
International equities	9,595	-	-	9,595		
Emerging market equities	2,706	-	-	2,706		
Real estate	2,112	-	-	2,112		
Multi strategy fund	13,083	-	-	13,083		
Guaranteed contract	-	-	83	83		
Total deferred compensation plan assets	68,672	-	83	68,755	Not applicable	Not applicable
Beneficial interest in trusts	-	-	9,244	9,244	Not applicable	Not applicable
Total assets	$ 448,037	$ 72,981	$ 9,327	$ 530,345		
Liabilities						
Interest rate swaps	$ -	$ 20,916	$ -	$ 20,916	Not applicable	Not applicable
Total liabilities	$ -	$ 20,916	$ -	$ 20,916		

The following table is a rollforward of the statements of financial instruments classified by the Health System within Level 3 of the fair value hierarchy defined above.

	2018		
(in thousands of dollars)	Beneficial Interest in Perpetual Trust	Guaranteed Contract	Total
Balances at beginning of year	$ 9,244	$ 83	$ 9,327
Purchases	-	-	-
Sales	-	-	-
Net unrealized gains	130	3	133
Net asset transfer from affiliate	-	-	-
Balances at end of year	$ 9,374	$ 86	$ 9,460

	2017		
(in thousands of dollars)	Beneficial Interest in Perpetual Trust	Guaranteed Contract	Total
Balances at beginning of year	$ 9,087	$ 80	$ 9,167
Purchases	-	-	-
Sales	-	-	-
Net unrealized gains	157	3	160
Net asset transfer from affiliate	-	-	-
Balances at end of year	$ 9,244	$ 83	$ 9,327

There were no transfers into and out of Level 1 and 2 measurements due to changes in valuation methodologies during the years ended June 30, 2018 and 2017.

7. Temporarily and Permanently Restricted Net Assets

Temporarily restricted net assets are available for the following purposes at June 30, 2018 and 2017:

(in thousands of dollars)	2018	2017
Healthcare services	$ 19,570	$ 32,583
Research	24,732	25,385
Purchase of equipment	3,068	3,080
Charity care	13,667	13,814
Health education	18,429	17,489
Other	2,973	2,566
	$ 82,439	$ 94,917

Permanently restricted net assets consist of the following at June 30, 2018 and 2017:

(in thousands of dollars)	2018	2017
Healthcare services	$ 23,390	$ 22,916
Research	7,821	7,795
Purchase of equipment	6,310	6,274
Charity care	8,883	6,895
Health education	8,784	10,228
Other	206	57
	$ 55,394	$ 54,165

Income earned on permanently restricted net assets is available for these purposes.

8. Board Designated and Endowment Funds

Net assets include numerous funds established for a variety of purposes including both donor-restricted endowment funds and funds designated by the Board of Trustees to function as endowments. Net assets associated with endowment funds, including funds designated by the Board of Trustees to function as endowments, are classified and reported based on the existence or absence of donor-imposed restrictions.

The Board of Trustees has interpreted the NH and VT Uniform Prudent Management of Institutional Funds Acts (UPMIFA or Act) for donor-restricted endowment funds as requiring the preservation of the original value of gifts, as of the gift date, to donor-restricted endowment funds, absent explicit donor stipulations to the contrary. The Health System classifies as permanently restricted net assets (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent gifts to the permanent endowment, and (c) accumulations to the permanent endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund, if any. Collectively these amounts are referred to as the historic dollar value of the fund.

Unrestricted net assets include funds designated by the Board of Trustees to function as endowments and the income from certain donor-restricted endowment funds, and any accumulated investment return thereon, which pursuant to donor intent may be expended based on trustee or management designation. Temporarily restricted net assets include funds appropriated for expenditure pursuant to endowment and investment spending policies, certain expendable endowment gifts from donors, and any retained income and appreciation on donor-restricted endowment funds, which are restricted by the donor to a specific purpose or by law. When the temporary restrictions on these funds have been met, the funds are reclassified to unrestricted net assets.

In accordance with the Act, the Health System considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds: the duration and preservation of the fund; the purposes of the donor-restricted endowment fund; general economic conditions; the possible effect of inflation and deflation; the expected total return from income and the appreciation of investments; other resources available; and investment policies.

The Health System has endowment investment and spending policies that attempt to provide a predictable stream of funding for programs supported by its endowment while ensuring that the purchasing power does not decline over time. The Health System targets a diversified asset allocation that places emphasis on investments in domestic and international equities, fixed income, private equity, and hedge fund strategies to achieve its long-term return objectives within prudent risk constraints. The Health System's Investment Committee reviews the policy portfolio asset allocations, exposures, and risk profile on an ongoing basis.

The Health System, as a policy, may appropriate for expenditure or accumulate so much of an endowment fund as the institution determines is prudent for the uses, benefits, purposes, and duration for which the endowment is established, subject to donor intent expressed in the gift instrument and the standard of prudence prescribed by the Act.

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below their original contributed value. Such market losses were not material as of June 30, 2018 and 2017.

Endowment net asset composition by type of fund consists of the following at June 30, 2018 and 2017:

	2018			
(in thousands of dollars)	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Donor-restricted endowment funds	$ -	$ 31,320	$ 46,877	$ 78,197
Board-designated endowment funds	29,506	-	-	29,506
Total endowed net assets	$ 29,506	$ 31,320	$ 46,877	$ 107,703

	2017			
(in thousands of dollars)	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Donor-restricted endowment funds	$ -	$ 29,701	$ 45,756	$ 75,457
Board-designated endowment funds	26,389	-	-	26,389
Total endowed net assets	$ 26,389	$ 29,701	$ 45,756	$ 101,846

Changes in endowment net assets for the year ended June 30, 2018:

	2018			
(in thousands of dollars)	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Balances at beginning of year	$ 26,389	$ 29,701	$ 45,756	$ 101,846
Net investment return	3,112	4,246	-	7,358
Contributions	-	-	1,121	1,121
Transfers	5	(35)	-	(30)
Release of appropriated funds	-	(2,592)	-	(2,592)
Balances at end of year	$ 29,506	$ 31,320	46,877	$ 107,703
Balances at end of year			46,877	
Beneficial interest in perpetual trust			8,517	
Permanently restricted net assets			$ 55,394	

Changes in endowment net assets for the year ended June 30, 2017:

	2017			
(in thousands of dollars)	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Balances at beginning of year	$ 26,205	$ 25,780	$ 45,402	$ 97,387
Net investment return	283	5,285	2	5,570
Contributions	-	210	300	510
Transfers	-	(26)	22	(4)
Release of appropriated funds	(99)	(1,548)	-	(1,647)
Net asset transfer from affiliates	-	-	30	30
Balances at end of year	$ 26,389	$ 29,701	$ 45,756	$ 101,846

Balances at end of year	45,756
Beneficial interest in perpetual trust	8,409
Permanently restricted net assets	$ 54,165

9. Long-Term Debt

A summary of long-term debt at June 30, 2018 and 2017 is as follows:

(in thousands of dollars)	2018	2017
Variable rate issues		
New Hampshire Health and Education Facilities Authority (NHHEFA) Revenue Bonds		
Series 2018A, principal maturing in varying annual amounts, through August 2036 (1)	$ 83,355	$ -
Series 2016A, principal maturing in varying annual amounts, through August 2046 (3)	-	24,608
Series 2015A, principal maturing in varying annual amounts, through August 2031 (4)	-	82,975
Fixed rate issues		
New Hampshire Health and Education Facilities Authority Revenue Bonds		
Series 2018B, principal maturing in varying annual amounts, through August 2048 (1)	303,102	-
Series 2017A, principal maturing in varying annual amounts, through August 2039 (2)	122,435	-
Series 2017B, principal maturing in varying annual amounts, through August 2030 (2)	109,800	-
Series 2016B, principal maturing in varying annual amounts, through August 2046 (3)	10,970	10,970
Series 2014A, principal maturing in varying annual amounts, through August 2022 (6)	26,960	26,960
Series 2014B, principal maturing in varying annual amounts, through August 2033 (6)	14,530	14,530
Series 2012A, principal maturing in varying annual amounts, through August 2031 (7)	-	71,700
Series 2012B, principal maturing in varying annual amounts, through August 2031 (7)	-	39,340
Series 2012, principal maturing in varying annual amounts, through July 2039 (11)	25,955	26,735
Series 2010, principal maturing in varying annual amounts, through August 2040 (9)	-	75,000
Series 2009, principal maturing in varying annual amounts, through August 2038 (10)	-	57,540
Total variable and fixed rate debt	$ 697,107	$ 430,358

A summary of long-term debt at June 30, 2018 and 2017 is as follows (continued):

(in thousands of dollars)	2018	2017
Other		
Revolving Line of Credit, principal maturing through March 2019 (5)	$ -	$ 49,750
Series 2012, principal maturing in varying annual amounts, through July 2025 (8)	-	136,000
Series 2010, principal maturing in varying annual amounts, through August 2040 (12)*	15,498	15,900
Note payable to a financial institution payable in interest free monthly installments through July 2015; collateralized by associated equipment*	646	811
Note payable to a financial institution with entire principal due June 2029 that is collateralized by land and building. The note payable is interest free*	380	437
Mortgage note payable to the US Dept of Agriculture; monthly payments of $10,892 include interest of 2.375% through November 2046*	2,697	2,763
Obligations under capital leases	18,965	3,435
Total other debt	38,186	209,096
Total variable and fixed rate debt	697,107	430,358
Total long-term debt	735,293	639,454
Less: Original issue discounts and premiums, net	(26,862)	862
Bond issuance costs, net	5,716	3,832
Current portion	3,464	18,357
	$ 752,975	$ 616,403

*Represents nonobligated group bonds

Aggregate annual principal payments required under revenue bond agreements and capital lease obligations for the next five years ending June 30 and thereafter are as follows:

(in thousands of dollars)	2018
2019	$ 3,464
2020	10,495
2021	10,323
2022	10,483
2023	7,579
Thereafter	692,949
	$ 735,293

Dartmouth-Hitchcock Obligated Group (DHOG) Bonds.
MHMH established the DHOG in 1993 for the original purpose of issuing bonds financed through NHHEFA or the "Authority". The members of the obligated group consist of MHMH, DHC, Cheshire, NLH and MAHHC. D-HH is designated as the obligated group agent.

Revenue Bonds issued by members of the DHOG are administered through notes registered in the name of the Bond Trustee and in accordance with the terms of a Master Trust Indenture. The Master Trust Indenture contains provisions permitting the addition, withdrawal, or consolidation of members of the DHOG under certain conditions. The notes constitute a joint and several obligation of the members of the DHOG (and any other future members of the DHOG) and are equally and ratably collateralized by a pledge of the members' gross receipts. The DHOG is also subject to certain annual covenants under the Master Trust Indenture, the most restrictive is the Annual Debt Service Coverage Ratio (1.10x).

(1) Series 2018A and Series 2018B Revenue Bonds

The DHOG issued NHHEFA Revenue Bonds, Series 2018A and Series 2018B in February 2018. The Series 2018A Revenue Bonds were primarily used to refund a portion of Series 2015A and Series 2016A. The Series 2018B were primarily used to refund a portion of Series 2015A and Series 2016A, Revolving Line of Credit, Series 2012 Bank Loan and the Series 2015A and Series 2016A Swap terminations. A loss on the extinguishment of debt of approximately $578,000 was recognized in non-operating gains (losses) on the statement of operations and changes in net assets, as a result of the refinancing. The interest on the Series 2018A Revenue Bonds is variable with a current interest rate of 5.00% and matures in variable amounts through 2037. The interest on the Series 2018B Revenue Bonds is fixed with an interest rate of 4.18% and matures in variable amounts through 2048.

(2) Series 2017A and Series 2017B Revenue Bonds

The DHOG issued NHHEFA Revenue Bonds, Series 2017A and Series 2017B in December, 2017. The Series 2017A Revenue Bonds were primarily used to refund Series 2009 and Series 2010 and the Series 2017B Revenue Bonds were used to refund Series 2012A and Series 2012B. A loss on the extinguishment of debt of approximately $13,636,000 was recognized in non-operating gains (losses) on the statement of operations and changes in net assets, as a result of the refinancing. The interest on the Series 2017A Revenue Bonds is fixed with an interest rate of 5.00% and matures in variable amounts through 2040. The interest on the Series 2017B Revenue Bonds is fixed with an interest rate of 2.54% and matures in variable amounts through 2031.

(3) Series 2016A and 2016B Revenue Bonds

The DHOG issued NHHEFA Revenue Bonds, Series 2016A and 2016B in July 2016 through a private placement with a financial institution. The Series 2016A Revenue Bonds were primarily used to refund Series 2013A and Series 2013B and the Series 2016B Revenue Bonds were used to finance 2016 projects. Interest is equal to the sum of .70 times one month LIBOR plus .70 times the spread. The variable rate as of June 30 2017 was 1.48% The Series 2016B is fixed with an interest rate of 1.78% and matures at various dates through 2046. The Series 2016A Revenue Bonds were refunded in February 2018.

(4) Series 2015A Revenue Bonds

The DHOG issued NHHEFA Revenue Bonds, Series 2015A in September 2015 through a private placement with a financial institution. The Series 2015A Revenue Bonds were primarily used to refinance a portion of the Series 2011 Revenue Bonds and to cover cost of issuance. The Series 2015A Revenue Bonds accrue interest variably and mature at various dates through 2031 based on the one-month London Interbank Offered Rate (LIBOR). The Series 2015A Revenue Bonds were refunded in February 2018.

(5) Revolving Line of Credit

The DHOG entered into a Revolving Line of Credit with TD Bank, N.A. (TD Bank). Interest on the TD Bank loan accrues variably and matures at various dates through March 2019. The Revolving Line of Credit was refunded in February 2018.

(6) Series 2014A and Series 2014B Revenue Bonds

The DHOG issued NHHEFA Revenue Bonds, Series 2014A and Series 2014B in August 2014. The proceeds from the Series 2014A and 2014B Revenue Bonds were used to partially refund the Series 2009 Revenue Bonds and to cover cost of issuance. Interest on the 2014A Revenue Bonds is fixed with an interest rate of 2.63% and matures at various dates through 2022. Interest on the Series 2014B Revenue Bonds is fixed with an interest rate of 4.00% and matures at various dates through 2033.

(7) Series 2012A and 2012B Revenue Bonds

The DHOG issued NHHEFA Revenue Bonds, Series 2012A and Series 2012B in November 2012. The proceeds from the Series 2012A and 2012B were used to advance refund the Series 2002 Revenue Bonds and to cover cost of issuance. Interest on the 2012A Revenue Bonds is fixed with an interest rate of 2.29% and matures at various dates through 2031. Interest on the Series 2012B Revenue Bonds is fixed with an interest rate of 2.33% and matures at various dates through 2031. The Series 2012A and Series 2012B Revenue Bonds were refunded in December 2017.

(8) Series 2012 Bank Loan

The DHOG issued the Bank of America, N.A. Series 2012 note, in July 2012. The proceeds from the Series 2012 note were used to prefund the D-H defined benefit pension plan. Interest on the Series 2012 note accrues at a fixed rate of 2.47% and matures at various dates through 2025. The Series 2012 Bank Loan was refunded in February 2018.

(9) Series 2010 Revenue Bonds

The DHOG issued NHHEFA Revenue Bonds, Series 2010, in June 2010. The proceeds from the Series 2010 Revenue Bonds were primarily used to construct a 140,000 square foot ambulatory care facility in Nashua, NH as well as various equipment. Interest on the bonds accrue at a fixed rate of 5.00% and mature at various dates through August 2040. The Series 2010 Revenue Bonds were defeased in December 2017.

(10)Series 2009 Revenue Bonds

The DHOG issued NHHEFA Revenue Bonds, Series 2009, in August 2009. The proceeds from the Series 2009 Revenue Bonds were primarily used to advance refund the Series 2008 Revenue Bonds. Interest on the Series 2009 Revenue Bonds accrue at varying fixed rates between 5.00% and 6.00% and mature at various dates through August 2038. The Series 2009 Revenue Bonds were defeased in December 2017.

(11)Series 2012 Revenue Bonds

The NHHEFA issued $29,650,000 of tax-exempt Revenue Bonds, Series 2012. The proceeds of these bonds were used to refund 1998 and 2009 Series Bonds, to finance the settlement cost of the interest rate swap, and to finance the purchase of certain equipment and renovations. The bonds have fixed interest coupon rates ranging from 2.0% to 5.0% (a net interest cost of 3.96%). Principal is payable in annual installments ranging from $780,000 to $1,750,000 through July 2039. The Series 2012 Revenue Bonds were refunded in February 2018.

Outstanding joint and several indebtedness of the DHOG at June 30, 2018 and 2017 approximates $697,107,000 and $616,108,000, respectively.

Non Obligated Group Bonds

(12)Series 2010 Revenue Bonds

The Business Finance Authority (BFA) of the State of NH issued Revenue Bonds, Series 2010. Interest is based on an annual percentage rate equal to the sum of (a) 69% of the 1-Month LIBOR rate plus (b) 1.8975/5. APD may prepay certain of these bonds according to the terms of the loan and trust agreement. The bonds are redeemable at any time by APD at par value plus any accrued interest. The bonds are also subject to optional tender for purchase (as a whole) in November 2020 at par plus accrued interest.

The Health System Indenture agreements require establishment and maintenance of debt service reserves and other trustee held funds. Trustee held funds of approximately $1,872,000 and $2,008,000 at June 30, 2018 and 2017, respectively, are classified as assets limited as to use in the accompanying consolidated balance sheets (Note 4). The debt service reserves are mainly comprised of escrowed funds held for future interest payments for the Cheshire debt.

For the years ended June 30, 2018 and 2017 interest expense on the Health System's long term debt is reflected in the accompanying consolidated statements of operations and changes in net assets as operating expense of approximately $18,822,000 and $19,838,000 and is included in other non-operating losses of $2,793,000 and $3,135,000, respectively.

Swap Agreements
The Health System is subject to market risks such as changes in interest rates that arise from normal business operation. The Health System regularly assesses these risks and has established business strategies to provide natural offsets, supplemented by the use of derivative financial instruments to protect against the adverse effect of these and other market risks. The Health System has established clear policies, procedures, and internal controls governing the use of derivatives and does not use them for trading, investment, or other speculative purposes.

A summary of the Health System's derivative financial instruments is as follows:

- A Fixed Payor Swap designed as a cash flow hedge of the NHHEFA Series 2011 Revenue Bonds. The Swap had an initial notional amount of $91,040,000. The Swap Agreement requires the Health System to pay the counterparty a fixed rate of 4.56% in exchange for the counterparty's payment of 67% of USD-LIBOR-BBA. The Swap's term matches that of the associated bonds. The 2011 interest rate swap was not integrated with the 2011 bonds. When the 2011 bonds were refinanced, the swap became associated with the 2015 bond. The Fixed Payor Swap was terminated in February 2018.

- An Interest Rate Swap to hedge the interest rate risk associated with the NHHEFA Series 2013 Revenue Bonds. The Swap had an initial notional amount of $15,000,000. The Swap Agreement requires the Health System to pay the counterparty a fixed rate of 3.94% in exchange for the counterparty's payment at 67% of USD-LIBOR-BBA. The Swap term matches that of the associated bonds. The Interest Rate Swap was terminated in February, 2018.

- An Interest Rate Swap to hedge the interest rate risk associated with the VEHFBA Series 2010A Revenue Bonds. The Swap had an initial notional amount of $7,244,000. The Swap Agreement requires the Health System to pay the counterparty a fixed rate of 2.41% in exchange for the counterparty's payment of 69% of USD-LIBOR-BBA. The swap was terminated in September 2016, while the bonds will remain outstanding until 2030.

The obligation of the Health System to make payments on its bonds with respect to interest is in no way conditional upon the Health System's receipt of payments from the interest rate swap agreement counterparty.

As of June 30, 2018, there was no liability for interest rate swaps as all remaining swaps were terminated in February 2018. For the year ended June 30, 2018, the Health System recognized a non-operating loss due to swap termination of $14,247,000 relating to the swap termination. As of June 30, 2017, the fair value of the Health System's interest rate swaps was a liability of $20,916,000. The change in fair value during the years ended June 30, 2018 and 2017 was a decrease of $4,897,000 and $8,002,000, respectively. For the years ended June 30, 2018 and 2017 the Health System recognized a non-operating gain of $145,000 and $124,000 resulting from hedge ineffectiveness and amortization of frozen swaps.

10. Employee Benefits

All eligible employees of the Health System are covered under various defined benefit and/or define contribution plans. In addition, certain affiliates provide postretirement medical and life benefit plans to certain of its active and former employees who meet eligibility requirements. The postretirement medical and life plans are not funded.

All of the defined benefit plans within the Health System have been frozen or had been approved by the applicable Board of Trustees to be frozen by January 31, 2017.

In December of 2016 the Board of Trustees approved to accelerate the freeze date on the remaining pension plan from December 31, 2017 to January 31, 2017. Effective with that date, the last of the participants earning benefits in any of the Health System's defined benefit plans will no longer earn benefits under the plans.

The Health System continued to execute the settlement of obligations due to retirees in the defined benefit plans through bulk lump sum offerings or purchases of annuity contracts. The annuity purchases follow guidelines established by the Department of Labor (DOL). The Health System anticipates continued consideration and/or implementation of additional settlements over the next several years.

Defined Benefit Plans

Net periodic pension expense included in employee benefits in the consolidated statements of operations and changes in net assets is comprised of the components listed below for the years ended June 30, 2018 and 2017:

(in thousands of dollars)	2018	2017
Service cost for benefits earned during the year	$ 150	$ 5,736
Interest cost on projected benefit obligation	47,190	47,316
Expected return on plan assets	(64,561)	(64,169)
Net prior service cost	-	109
Net loss amortization	10,593	20,267
Special/contractural termination benefits	-	119
One-time benefit upon plan freeze acceleration	-	9,519
	$ (6,628)	$ 18,897

The following assumptions were used to determine net periodic pension expense as of June 30, 2018 and 2017:

	2018	2017
Discount rate	4.00 % – 4.30 %	4.20 % – 4.90 %
Rate of increase in compensation	N/A	Age Graded - N/A
Expected long-term rate of return on plan assets	7.50 % – 7.75 %	7.50 % – 7.75 %

The following table sets forth the funded status and amounts recognized in the Health System's consolidated financial statements for the defined benefit pension plans at June 30, 2018 and 2017:

(in thousands of dollars)	2018	2017
Change in benefit obligation		
Benefit obligation at beginning of year	$ 1,122,615	$ 1,096,619
Service cost	150	5,736
Interest cost	47,190	47,316
Benefits paid	(47,550)	(43,276)
Expenses paid	(172)	(183)
Actuarial (gain) loss	(34,293)	6,884
One-time benefit upon plan freeze acceleration	-	9,519
Benefit obligation at end of year	1,087,940	1,122,615
Change in plan assets		
Fair value of plan assets at beginning of year	878,701	872,320
Actual return on plan assets	33,291	44,763
Benefits paid	(47,550)	(43,276)
Expenses paid	(172)	(183)
Employer contributions	20,713	5,077
Fair value of plan assets at end of year	884,983	878,701
Funded status of the plans	(202,957)	(243,914)
Less: Current portion of liability for pension	(45)	(46)
Long term portion of liability for pension	(202,912)	(243,868)
Liability for pension	$ (202,957)	$ (243,914)

For the years ended June 30, 2018 and 2017 the liability for pension is included in the liability for pension and other postretirement plan benefits in the accompanying consolidated balance sheets.

Amounts not yet reflected in net periodic pension expense and included in the change in unrestricted net assets include approximately $418,971,000 and $429,782,000 of net actuarial loss as of June 30, 2018 and 2017, respectively.

The estimated amounts to be amortized from unrestricted net assets into net periodic pension expense in fiscal year 2019 for net actuarial losses is $10,357,000.

The accumulated benefit obligation for the defined benefit pension plans was approximately $1,087,991,000 and $1,123,010,000 at June 30, 2018 and 2017, respectively.

The following table sets forth the assumptions used to determine the benefit obligation at June 30, 2018 and 2017:

	2018	2017
Discount rate	4.20 % – 4.50 %	4.00 % – 4.30 %
Rate of increase in compensation	N/A	N/A - 0.00 %

The primary investment objective for the Plan's assets is to support the Pension liabilities of the Pension Plans for Employees of the Health System, by providing long-term capital appreciation and by also using a Liability Driven Investing ("LDI") strategy to partially hedge the impact fluctuating interest rates have on the value of the Plan's liabilities. As of June 30, 2018 and 2017, it is expected that the LDI strategy will hedge approximately 60% and 55%, respectively, of the interest rate risk associated with pension liabilities. To achieve the appreciation and hedging objectives, the Plans utilize a diversified structure of asset classes designed to achieve stated performance objectives measured on a total return basis, which includes income plus realized and unrealized gains and losses.

The range of target allocation percentages and the target allocations for the various investments are as follows:

	Range of Target Allocations	Target Allocations
Cash and short-term investments	0–5%	3%
U.S. government securities	0–10	5
Domestic debt securities	20–58	38
Global debt securities	6–26	8
Domestic equities	5–35	19
International equities	5–15	11
Emerging market equities	3–13	5
Real estate investment trust funds	0–5	0
Private equity funds	0–5	0
Hedge funds	5–18	11

To the extent an asset class falls outside of its target range on a quarterly basis, the Health System shall determine appropriate steps, as it deems necessary, to rebalance the asset class.

The Boards of Trustees of the Health System, as Plan Sponsors, oversee the design, structure, and prudent professional management of the Health System's Plans' assets, in accordance with Board approved investment policies; roles, responsibilities and authorities and more specifically the following:

- Establishing and modifying asset class targets with Board approved policy ranges,
- Approving the asset class rebalancing procedures,
- Hiring and terminating investment managers, and
- Monitoring performance of the investment managers, custodians and investment consultants.

The hierarchy and inputs to valuation techniques to measure fair value of the Plans' assets are the same as outlined in Note 6. In addition, the estimation of fair value of investments in private equity and hedge funds for which the underlying securities do not have a readily determinable value is made using the NAV per share or its equivalent as a practical expedient. The Health System's Plans own interests in these funds rather than in securities underlying each fund and, therefore, are

generally required to consider such investments as Level 2 or 3, even though the underlying securities may not be difficult to value or may be readily marketable.

The following table sets forth the Health System's Plans' investments and deferred compensation plan assets that were accounted for at fair value as of June 30, 2018 and 2017:

	2018					
(in thousands of dollars)	Level 1	Level 2	Level 3	Total	Redemption or Liquidation	Days' Notice
Investments						
Cash and short-term investments	$ 142	$ 35,817	$ -	$ 35,959	Daily	1
U.S. government securities	46,265	-	-	46,265	Daily–Monthly	1–15
Domestic debt securities	144,131	220,202	-	364,333	Daily–Monthly	1–15
Global debt securities	470	74,676	-	75,146	Daily–Monthly	1–15
Domestic equities	158,634	17,594	-	176,228	Daily–Monthly	1–10
International equities	18,656	80,803	-	99,459	Daily–Monthly	1–11
Emerging market equities	382	39,881	-	40,263	Daily–Monthly	1–17
REIT funds	371	2,686	-	3,057	Daily–Monthly	1–17
Private equity funds	-	-	23	23	See Note 6	See Note 6
Hedge funds	-	-	44,250	44,250	Quarterly–Annual	60–96
Total investments	$ 369,051	$ 471,659	$ 44,273	$ 884,983		

	2017					
(in thousands of dollars)	Level 1	Level 2	Level 3	Total	Redemption or Liquidation	Days' Notice
Investments						
Cash and short-term investments	$ 23	$ 29,792	$ -	$ 29,815	Daily	1
U.S. government securities	7,875	-	-	7,875	Daily–Monthly	1–15
Domestic debt securities	140,498	243,427	-	383,925	Daily–Monthly	1–15
Global debt securities	426	90,389	-	90,815	Daily–Monthly	1–15
Domestic equities	154,597	16,938	-	171,535	Daily–Monthly	1–10
International equities	9,837	93,950	-	103,787	Daily–Monthly	1–11
Emerging market equities	2,141	45,351	-	47,492	Daily–Monthly	1–17
REIT funds	362	2,492	-	2,854	Daily–Monthly	1–17
Private equity funds	-	-	96	96	See Note 6	See Note 6
Hedge funds	-	-	40,507	40,507	Quarterly–Annual	60–96
Total investments	$ 315,759	$ 522,339	$ 40,603	$ 878,701		

The following table presents additional information about the changes in Level 3 assets measured at fair value for the years ended June 30, 2018 and 2017:

	2018		
(in thousands of dollars)	Hedge Funds	Private Equity Funds	Total
Balances at beginning of year	$ 40,507	$ 96	$ 40,603
Sales	-	(51)	(51)
Net realized (losses) gains	-	(51)	(51)
Net unrealized gains	3,743	29	3,772
Balances at end of year	$ 44,250	$ 23	$ 44,273

	2017		
(in thousands of dollars)	Hedge Funds	Private Equity Funds	Total
Balances at beginning of year	$ 38,988	$ 255	$ 39,243
Sales	(880)	(132)	(1,012)
Net realized (losses) gains	33	36	69
Net unrealized gains	2,366	(63)	2,303
Balances at end of year	$ 40,507	$ 96	$ 40,603

The total aggregate net unrealized gains (losses) included in the fair value of the Level 3 investments as of June 30, 2018 and 2017 were approximately $14,743,000 and $7,965,000, respectively. There were no transfers into and out of Level 3 measurements during the years ended June 30, 2018 and 2017.

There were no transfers into and out of Level 1 and 2 measurements due to changes in valuation methodologies during the years ended June 30, 2018 and 2017.

The weighted average asset allocation for the Health System's Plans at June 30, 2018 and 2017 by asset category is as follows:

	2018	2017
Cash and short-term investments	4 %	3 %
U.S. government securities	5	1
Domestic debt securities	41	44
Global debt securities	9	10
Domestic equities	20	20
International equities	11	12
Emerging market equities	5	5
Hedge funds	5	5
	100 %	100 %

The expected long-term rate of return on plan assets is reviewed annually, taking into consideration the asset allocation, historical returns on the types of assets held, and the current economic environment. Based on these factors, it is expected that the pension assets will earn an average of 7.50% per annum.

The Health System is expected to contribute approximately $20,480,000 to the Plans in 2019 however actual contributions may vary from expected amounts.

The following benefit payments, which reflect expected future service, as appropriate, are expected to be paid for the years ending June 30 and thereafter:

(in thousands of dollars)

2019	$ 49,482
2020	51,913
2021	54,249
2022	56,728
2023	59,314
2024 – 2027	329,488

Defined Contribution Plans

The Health System has an employer-sponsored 401(a) plan for certain of its affiliates, under which the employer makes base, transition and discretionary match contributions based on specified percentages of compensation and employee deferral amounts. Total employer contributions to the plan of approximately $38,563,000 and $33,375,000 in 2018 and 2017, respectively, are included in employee benefits in the accompanying consolidated statements of operations and changes in net assets.

Various 403(b) and tax- sheltered annuity plans are available to employees of the Health System. Plan specifications vary by affiliate and plan. No employer contributions were made to any of these plans in 2018 and 2017 respectively.

Postretirement Medical and Life Benefits

The Health System has postretirement medical and life benefit plans covering certain of its active and former employees. The plans generally provide medical or medical and life insurance benefits to certain retired employees who meet eligibility requirements. The plans are not funded.

Net periodic postretirement medical and life benefit (income) cost is comprised of the components listed below for the years ended June 30, 2018 and 2017:

(in thousands of dollars)	2018	2017
Service cost	$ 533	$ 448
Interest cost	1,712	2,041
Net prior service income	(5,974)	(5,974)
Net loss amortization	10	689
	$ (3,719)	$ (2,796)

The following table sets forth the accumulated postretirement medical and life benefit obligation and amounts recognized in the Health System's consolidated financial statements at June 30, 2018 and 2017:

(in thousands of dollars)	2018	2017
Change in benefit obligation		
Benefit obligation at beginning of year	$ 42,277	$ 51,370
Service cost	533	448
Interest cost	1,712	2,041
Benefits paid	(3,174)	(3,211)
Actuarial loss (gain)	1,233	(8,337)
Employer contributions	-	(34)
Benefit obligation at end of year	42,581	42,277
Funded status of the plans	$ (42,581)	$ (42,277)
Current portion of liability for postretirement medical and life benefits	$ (3,266)	$ (3,174)
Long term portion of liability for postretirement medical and life benefits	(39,315)	(39,103)
Liability for postretirement medical and life benefits	$ (42,581)	$ (42,277)

For the years ended June 30, 2018 and 2017 the liability for postretirement medical and life benefits is included in the liability for pension and other postretirement plan benefits in the accompanying consolidated balance sheets.

Amounts not yet reflected in net periodic postretirement medical and life benefit income and included in the change in unrestricted net assets are as follows:

(in thousands of dollars)	2018	2017
Net prior service income	$ (15,530)	$ (21,504)
Net actuarial loss	3,336	2,054
	$ (12,194)	$ (19,450)

The estimated amounts that will be amortized from unrestricted net assets into net periodic postretirement income in fiscal year 2019 for net prior service cost is $5,974,000.

The following future benefit payments, which reflect expected future service, as appropriate, are expected to be paid for the year ending June 30, 2019 and thereafter:

(in thousands of dollars)	
2019	$ 3,266
2020	3,298
2021	3,309
2022	3,315
2023	3,295
2024-2027	15,156

In determining the accumulated postretirement medical and life benefit obligation, the Health System used a discount rate of 4.50% in 2018 and an assumed healthcare cost trend rate of 6.00%, trending down to 4.75% in 2021 and thereafter. Increasing the assumed healthcare cost trend rates by one percentage point in each year would increase the accumulated postretirement medical benefit obligation as of June 30, 2018 and 2017 by $1,088,000 and $1,067,000 and the net periodic postretirement medical benefit cost for the years then ended by $81,000 and $110,000, respectively. Decreasing the assumed healthcare cost trend rates by one percentage point in each year would decrease the accumulated postretirement medical benefit obligation as of June 30, 2018 and 2017 by $996,000 and $974,000 and the net periodic postretirement medical benefit cost for the years then ended by $72,000 and $96,000, respectively.

11. Professional and General Liability Insurance Coverage

D-H, along with Dartmouth College, Cheshire, NLH and MAHHC are provided professional and general liability insurance on a claims-made basis through Hamden Assurance Risk Retention Group, Inc. (RRG), a VT captive insurance company. Effective November 1, 2017 VNH is provided professional and general liability insurance coverage through RRG. RRG reinsures the majority of this risk to Hamden Assurance Company Limited (HAC), a captive insurance company domiciled in Bermuda and to a variety of commercial reinsurers. D-H and Dartmouth College have ownership interests in both HAC and RRG. The insurance program provides coverage to the covered institutions and named insureds on a modified claims-made basis which means coverage is triggered when claims are made. Premiums and related insurance deposits are actuarially determined based on asserted liability claims adjusted for future development. The reserves for outstanding losses are recorded on an undiscounted basis.

APD are covered for malpractice claims under a modified claims-made policy purchased through New England Alliance for Health (NEAH). While APD remain in the current insurance program under this policy, the coverage year is based on the date the claim is filed; subject to a medical incident arising after the retroactive date (includes prior acts). The policy provides modified claims-made coverage for former insured providers for claims that relate to the employee's period of employment at APD and for services that were provided within the scope of the employee's duties. Therefore, when the employee leaves the corporation, tail coverage is not required.

Selected financial data of HAC and RRG, taken from the latest available audited and unaudited financial statements, respectively at June 30, 2018 and 2017 are summarized as follows:

	2018		
(in thousands of dollars)	HAC *(audited)*	RRG *(unaudited)*	Total
Assets	$ 72,753	$ 2,068	$ 74,821
Shareholders' equity	13,620	50	13,670
Net income	-	(751)	(751)

	2017		
(in thousands of dollars)	HAC *(audited)*	RRG *(unaudited)*	Total
Assets	$ 76,185	$ 2,055	$ 78,240
Shareholders' equity	13,620	801	14,421
Net income	-	(5)	(5)

12. Commitments and Contingencies

Litigation

The Health System is involved in various malpractice claims and legal proceedings of a nature considered normal to its business. The claims are in various stages and some may ultimately be brought to trial. While it is not feasible to predict or determine the outcome of any of these claims, it is the opinion of management that the final outcome of these claims will not have a material effect on the consolidated financial position of the Health System.

Operating Leases and Other Commitments

The Health System leases certain facilities and equipment under operating leases with varying expiration dates. The Health System's rental expense totaled approximately $14,096,000 and $15,802,000 for the years ended June 30, 2018 and 2017, respectively.

Minimum future lease payments under noncancelable operating leases at June 30, 2018 were as follows:

(in thousands of dollars)

2019	$ 12,393
2020	10,120
2021	8,352
2022	5,175
2023	3,935
Thereafter	10,263
	$ 50,238

Lines of Credit

The Health System has entered into Loan Agreements with financial institutions establishing access to revolving loans ranging from $2,000,000 up to $30,000,000. Interest is variable and determined using LIBOR or the Wall Street Journal Prime Rate. The Loan Agreements are due to expire March 29, 2019. There was no outstanding balance under the lines of credit as of June 30, 2018 and 2017. Interest expense was approximately $232,000 and $915,000, respectively, and is included in the consolidated statements of operations and changes in net assets.

13. Functional Expenses

Operating expenses of the Health System by function are as follows for the years ended June 30, 2018 and 2017:

(in thousands of dollars)	2018	2017
Program services	$ 1,715,760	$ 1,662,413
Management and general	303,527	311,820
Fundraising	2,354	2,328
	$ 2,021,641	$ 1,976,561

14. Subsequent Events

The Health System has assessed the impact of subsequent events through November 7, 2018, the date the audited consolidated financial statements were issued, and has concluded that there were no such events that require adjustment to the audited consolidated financial statements or disclosure in the notes to the audited consolidated financial statements other than as noted below.

Effective July 1, 2018, APD became the sole corporate member of APD LifeCare Center Inc. APD LifeCare Center Inc. owns and operates Harvest Hill, an assisted living facility, the Woodlands, a residential living community and the Elizabeth S. Hughes Care Unit, which provides hospice care.

APD and APD LifeCare Center (LifeCare) were jointly liable for their Series 2010 Revenue Bonds; $26,000,000 outstanding as of June 30, 2018. As described in Note 9 to the financial statements, APD's portion was approximately $15,500,000 as of June 30, 2018. LifeCare's outstanding portion of approximately $10,500,000 was appropriately excluded from the consolidated financial statements as LifeCare was not affiliated with any of the members of the Health System as of June 30, 2018. On August 15, 2018, APD joined the DHOG and simultaneously issued NHHEFA Revenue Bonds, Series 2018C. The Series 2018C Revenue Bonds were used primarily to refinance the joint (APD and LifeCare) Series 2010 Revenue Bonds.

Dartmouth-Hitchcock Health and Subsidiaries
Consolidating Balance Sheets
June 30, 2018

(in thousands of dollars)	Dartmouth-Hitchcock Health	Dartmouth-Hitchcock	Cheshire Medical Center	New London Hospital Association	Mt. Ascutney Hospital and Health Center	Eliminations	DH Obligated Group Subtotal	All Other Non-Oblig Group Affiliates	Eliminations	Health System Consolidated
Assets										
Current assets										
Cash and cash equivalents	$ 134,634	$ 22,544	$ 6,688	$ 9,419	$ 6,604	$ -	$ 179,889	$ 20,280	$ -	$ 200,169
Patient accounts receivable, net	-	176,981	17,183	8,302	5,055	-	207,521	11,707	-	219,228
Prepaid expenses and other current assets	11,964	143,893	6,551	5,253	2,313	(72,361)	97,613	4,766	(4,877)	97,502
Total current assets	146,598	343,418	30,422	22,974	13,972	(72,361)	485,023	36,753	(4,877)	516,899
Assets limited as to use	8	616,929	17,438	12,821	10,829	-	658,025	48,099	-	706,124
Notes receivable, related party	554,771	-	-	-	-	(554,771)	-	-	-	-
Other investments for restricted activities	-	87,613	8,591	2,981	6,238	-	105,423	25,473	-	130,896
Property, plant, and equipment, net	36	443,154	66,759	42,438	17,356	-	569,743	37,578	-	607,321
Other assets	24,863	101,078	1,370	5,906	4,280	(10,970)	126,527	3,604	(21,346)	108,785
Total assets	$ 726,276	$ 1,592,192	$ 124,580	$ 87,120	$ 52,675	$ (638,102)	$ 1,944,741	$ 151,507	$ (26,223)	$ 2,070,025
Liabilities and Net Assets										
Current liabilities										
Current portion of long-term debt	$ -	$ 1,031	$ 810	$ 572	$ 187	$ -	$ 2,600	$ 864	$ -	$ 3,464
Current portion of liability for pension and other postretirement plan benefits	-	3,311	-	-	-	-	3,311	-	-	3,311
Accounts payable and accrued expenses	54,995	82,061	20,107	6,705	3,029	(72,361)	94,536	6,094	(4,877)	95,753
Accrued compensation and related benefits	-	106,485	5,730	2,487	3,796	-	118,498	7,078	-	125,576
Estimated third-party settlements	3,002	24,411	-	9,655	1,625	-	38,693	2,448	-	41,141
Total current liabilities	57,997	217,299	26,647	19,419	8,637	(72,361)	257,538	16,484	(4,877)	269,245
Notes payable, related party	-	527,346	-	27,425	-	(554,771)	-	-	-	-
Long-term debt, excluding current portion	644,520	52,878	25,354	1,179	11,270	(10,970)	724,231	28,744	-	752,975
Insurance deposits and related liabilities	-	54,616	465	155	240	-	55,476	40	-	55,516
Liability for pension and other postretirement plan benefits, excluding current portion	-	232,696	4,215	-	5,316	-	242,227	-	-	242,227
Other liabilities	-	85,577	1,107	1,405	-	-	88,089	38	-	88,127
Total liabilities	702,517	1,170,412	57,788	49,583	25,463	(638,102)	1,367,661	45,306	(4,877)	1,408,090
Commitments and contingencies										
Net assets										
Unrestricted	23,759	334,882	61,828	32,897	19,812	-	473,178	72,230	(21,306)	524,102
Temporarily restricted	-	54,666	4,964	493	1,540	-	61,663	20,816	(40)	82,439
Permanently restricted	-	32,232	-	4,147	5,860	-	42,239	13,155	-	55,394
Total net assets	23,759	421,780	66,792	37,537	27,212	-	577,080	106,201	(21,346)	661,935
Total liabilities and net assets	$ 726,276	$ 1,592,192	$ 124,580	$ 87,120	$ 52,675	$ (638,102)	$ 1,944,741	$ 151,507	$ (26,223)	$ 2,070,025

Dartmouth-Hitchcock Health and Subsidiaries
Consolidating Balance Sheets
June 30, 2018

(in thousands of dollars)	D-HH and Other Subsidiaries	D-H and Subsidiaries	Cheshire and Subsidiaries	NLH and Subsidiaries	MAHHC and Subsidiaries	APD	VNH and Subsidiaries	Eliminations	Health System Consolidated
Assets									
Current assets									
Cash and cash equivalents	$ 134,634	$ 23,094	$ 8,621	$ 9,982	$ 6,654	$ 12,144	$ 5,040	$ -	$ 200,169
Patient accounts receivable, net	-	176,981	17,183	8,302	5,109	7,996	3,657	-	219,228
Prepaid expenses and other current assets	11,964	144,755	5,520	5,276	2,294	4,443	488	(77,238)	97,502
Total current assets	146,598	344,830	31,324	23,560	14,057	24,583	9,185	(77,238)	516,899
Assets limited as to use	8	635,028	17,438	12,821	11,862	9,612	19,355	-	706,124
Notes receivable, related party	554,771	-	-	-	-	-	-	(554,771)	-
Other investments for restricted activities	-	95,772	25,873	2,981	6,238	32	-	-	130,896
Property, plant, and equipment, net	36	445,829	70,607	42,920	19,065	25,725	3,139	-	607,321
Other assets	24,863	101,235	7,526	5,333	1,886	130	128	(32,316)	108,785
Total assets	$ 726,276	$ 1,622,694	$ 152,768	$ 87,615	$ 53,108	$ 60,082	$ 31,807	$ (664,325)	$ 2,070,025
Liabilities and Net Assets									
Current liabilities									
Current portion of long-term debt	$ -	$ 1,031	$ 810	$ 572	$ 245	$ 739	$ 67	$ -	$ 3,464
Current portion of liability for pension and other postretirement plan benefits	-	3,311	-	-	-	-	-	-	3,311
Accounts payable and accrued expenses	54,995	82,613	20,052	6,714	3,092	3,596	1,929	(77,238)	95,753
Accrued compensation and related benefits	-	106,485	5,730	2,487	3,831	5,814	1,229	-	125,576
Estimated third-party settlements	3,002	24,411	-	9,655	1,625	2,448	-	-	41,141
Total current liabilities	57,997	217,851	26,592	19,428	8,793	12,597	3,225	(77,238)	269,245
Notes payable, related party	-	527,346	-	27,425	-	-	-	(554,771)	-
Long-term debt, excluding current portion	644,520	52,878	25,354	1,179	11,593	25,792	2,629	(10,970)	752,975
Insurance deposits and related liabilities	-	54,816	465	155	241	-	39	-	55,516
Liability for pension and other postretirement plan benefits, excluding current portion	-	232,696	4,215	-	5,316	-	-	-	242,227
Other liabilities	-	85,577	1,117	1,405	-	28	-	-	88,127
Total liabilities	702,517	1,170,964	57,743	49,592	25,943	38,417	5,893	(642,979)	1,408,090
Commitments and contingencies									
Net assets									
Unrestricted	23,759	356,518	65,069	33,383	19,764	21,031	25,884	(21,306)	524,102
Temporarily restricted	-	60,836	19,196	493	1,539	415	-	(40)	82,439
Permanently restricted	-	34,376	10,760	4,147	5,862	219	30	-	55,394
Total net assets	23,759	451,730	95,025	38,023	27,165	21,665	25,914	(21,346)	661,935
Total liabilities and net assets	$ 726,276	$ 1,622,694	$ 152,768	$ 87,615	$ 53,108	$ 60,082	$ 31,807	$ (664,325)	$ 2,070,025

Dartmouth-Hitchcock Health and Subsidiaries
Consolidating Balance Sheets
June 30, 2017

(in thousands of dollars)	Dartmouth-Hitchcock	Cheshire Medical Center	New London Hospital Association	Mt. Ascutney Hospital and Health Center	Eliminations	DH Obligated Group Subtotal	All Other Non-Oblig Group Affiliates	Eliminations	Health System Consolidated
Assets									
Current assets									
Cash and cash equivalents	$ 27,328	$ 10,845	$ 7,797	$ 6,662	$ -	$ 52,432	$ 16,066	$ -	$ 68,498
Patient accounts receivable, net	193,733	17,723	8,539	4,659	-	224,654	12,606	-	237,260
Prepaid expenses and other current assets	93,816	8,945	3,650	1,351	(16,585)	89,177	8,034	(8,008)	89,203
Total current assets	314,877	35,313	19,986	12,672	(16,585)	366,263	36,706	(8,008)	394,961
Assets limited as to use	580,254	19,104	11,784	9,058	-	620,200	42,123	-	662,323
Other investments for restricted activities	86,398	4,784	2,833	6,079	-	100,074	24,455	-	124,529
Property, plant, and equipment, net	448,743	64,933	43,264	17,167	-	574,107	35,868	-	609,975
Other assets	89,650	2,543	5,965	4,095	(11,520)	90,733	27,674	(21,287)	97,120
Total assets	$ 1,519,922	$ 126,657	$ 83,832	$ 49,071	$ (28,105)	$ 1,751,377	$ 166,826	$ (29,295)	$ 1,888,908
Liabilities and Net Assets									
Current liabilities									
Current portion of long-term debt	$ 16,034	$ 780	$ 737	$ 80	$ -	$ 17,631	$ 726	$ -	$ 18,357
Line of credit	-	-	-	550	(550)	-	-	-	
Current portion of liability for pension and other postretirement plan benefits	3,220	-	-	-	-	3,220	-	-	3,220
Accounts payable and accrued expenses	72,362	19,715	5,356	2,854	(16,585)	83,702	13,466	(8,008)	89,160
Accrued compensation and related benefits	99,638	5,428	2,335	3,448	-	110,849	4,062	-	114,911
Estimated third-party settlements	11,322	-	7,265	1,915	-	20,502	6,931	-	27,433
Total current liabilities	202,576	25,923	15,693	8,847	(17,135)	235,904	25,185	(8,008)	253,081
Long-term debt, excluding current portion	545,100	26,185	26,402	10,976	(10,970)	597,693	18,710	-	616,403
Insurance deposits and related liabilities	50,960	-	-	-	-	50,960	-	-	50,960
Interest rate swaps	17,606	-	3,310	-	-	20,916	-	-	20,916
Liability for pension and other postretirement plan benefits, excluding current portion	267,409	8,761	-	6,801	-	282,971	-	-	282,971
Other liabilities	77,622	2,636	1,426	-	-	81,684	8,864	-	90,548
Total liabilities	1,161,273	63,505	46,831	26,624	(28,105)	1,270,128	52,759	(8,008)	1,314,879
Commitments and contingencies									
Net assets									
Unrestricted	258,887	58,250	32,504	15,247	-	364,888	81,344	(21,285)	424,947
Temporarily restricted	68,473	4,902	345	1,363	-	75,083	19,836	(2)	94,917
Permanently restricted	31,289	-	4,152	5,837	-	41,278	12,887	-	54,165
Total net assets	358,649	63,152	37,001	22,447	-	481,249	114,067	(21,287)	574,029
Total liabilities and net assets	$ 1,519,922	$ 126,657	$ 83,832	$ 49,071	$ (28,105)	$ 1,751,377	$ 166,826	$ (29,295)	$ 1,888,908

Dartmouth-Hitchcock Health and Subsidiaries
Consolidating Balance Sheets
June 30, 2017

(in thousands of dollars)	D-HH and Other Subsidiaries	D-H and Subsidiaries	Cheshire and Subsidiaries	NLH and Subsidiaries	MAHHC and Subsidiaries	APD	VNH and Subsidiaries	Eliminations	Health System Consolidated
Assets									
Current assets									
Cash and cash equivalents	$ 1,166	$ 27,760	$ 11,601	$ 8,280	$ 6,968	$ 8,129	$ 4,594	$ -	$ 68,498
Patient accounts receivable, net	-	193,733	17,723	8,539	4,681	8,878	3,706	-	237,260
Prepaid expenses and other current assets	3,884	94,305	5,899	3,871	1,340	4,179	518	(24,593)	89,203
Total current assets	5,050	315,798	35,223	20,490	12,989	21,186	8,818	(24,593)	394,961
Assets limited as to use	-	596,904	19,104	11,782	9,889	8,168	16,476	-	662,323
Other investments for restricted activities	6	94,210	21,204	2,833	6,079	197	-	-	124,529
Property, plant, and equipment, net	50	451,418	68,921	43,751	18,935	23,447	3,453	-	609,975
Other assets	23,866	89,819	8,586	5,378	1,812	283	183	(32,807)	97,120
Total assets	$ 28,972	$ 1,548,149	$ 153,038	$ 84,234	$ 49,704	$ 53,281	$ 28,930	$ (57,400)	$ 1,888,908
Liabilities and Net Assets									
Current liabilities									
Current portion of long-term debt	$ -	$ 16,034	$ 780	$ 737	$ 137	$ 603	$ 66	$ -	$ 18,357
Line of credit	-	-	-	-	550	-	-	(550)	-
Current portion of liability for pension and other postretirement plan benefits	-	3,220	-	-	-	-	-	-	3,220
Accounts payable and accrued expenses	5,996	72,806	19,718	5,365	2,946	5,048	1,874	(24,593)	89,160
Accrued compensation and related benefits	-	99,638	5,428	2,335	3,480	2,998	1,032	-	114,911
Estimated third-party settlements	6,165	11,322	-	7,265	1,915	766	-	-	27,433
Total current liabilities	12,161	203,020	25,926	15,702	9,028	9,415	2,972	(25,143)	253,081
Long-term debt, excluding current portion	-	545,100	26,185	28,402	11,356	15,633	2,697	(10,970)	618,403
Insurance deposits and related liabilities	-	50,960	-	-	-	-	-	-	50,960
Interest rate swaps	-	17,606	-	3,310	-	-	-	-	20,916
Liability for pension and other postretirement plan benefits, excluding current portion	-	267,409	8,761	-	6,801	-	-	-	282,971
Other liabilities	-	77,622	2,531	1,426	-	8,969	-	-	90,548
Total liabilities	12,161	1,161,717	63,403	46,840	27,185	34,017	5,669	(36,113)	1,314,879
Commitments and contingencies									
Net assets									
Unrestricted	16,367	278,695	60,758	32,897	15,319	18,965	23,231	(21,285)	424,947
Temporarily restricted	444	74,304	18,198	345	1,363	265	-	(2)	94,917
Permanently restricted	-	33,433	10,679	4,152	5,837	34	30	-	54,165
Total net assets	16,811	386,432	89,635	37,394	22,519	19,264	23,261	(21,287)	574,029
Total liabilities and net assets	$ 28,972	$ 1,548,149	$ 153,038	$ 84,234	$ 49,704	$ 53,281	$ 28,930	$ (57,400)	$ 1,888,908

Dartmouth-Hitchcock Health and Subsidiaries
Consolidating Statements of Operations and Changes in Unrestricted Net Assets
Year Ended June 30, 2018

(in thousands of dollars)	Dartmouth-Hitchcock Health	Dartmouth-Hitchcock	Cheshire Medical Center	New London Hospital Association	Mt. Ascutney Hospital and Health Center	Eliminations	OH Obligated Group Subtotal	All Other Non-Oblig Group Affiliates	Eliminations	Health System Consolidated
Unrestricted revenue and other support										
Net patient service revenue, net of contractual allowances and discounts	$ -	$ 1,475,314	$ 215,736	$ 60,486	$ 52,014	$ -	$ 1,804,550	$ 94,545	$ -	$ 1,899,095
Provisions for bad debts	-	31,358	10,967	1,554	1,440	-	45,319	2,048	-	47,367
Net patient service revenue less provisions for bad debts	-	1,443,956	205,769	58,932	50,574	-	1,759,231	92,497	-	1,851,728
Contracted revenue	(2,305)	97,291	-	-	2,169	(42,870)	54,285	716	(32)	54,969
Other operating revenue	9,799	134,461	3,365	4,159	1,814	(10,554)	143,054	6,978	(1,086)	148,946
Net assets released from restrictions	658	11,605	620	52	44	-	12,979	482	-	13,461
Total unrestricted revenue and other support	8,152	1,687,313	209,754	63,153	54,601	(53,424)	1,969,549	100,673	(1,118)	2,069,104
Operating expenses										
Salaries	-	806,344	105,607	30,360	24,854	(21,542)	945,623	42,035	1,605	989,263
Employee benefits	-	181,833	28,343	7,252	7,000	(5,385)	219,043	10,221	419	229,683
Medical supplies and medications	-	289,327	31,293	6,161	3,055	-	329,836	10,195	-	340,031
Purchased services and other	8,509	215,073	33,065	13,587	13,960	(19,394)	264,800	26,390	(2,818)	291,372
Medicaid enhancement tax	-	53,044	8,070	2,659	1,744	-	65,517	2,175	-	67,692
Depreciation and amortization	23	66,073	10,217	3,934	2,030	-	82,277	2,501	-	84,778
Interest	8,684	15,772	1,004	981	224	(8,682)	17,783	1,039	-	18,822
Total operating expenses	17,216	1,627,466	217,599	64,934	52,867	(55,203)	1,924,879	97,556	(794)	2,021,641
Operating (loss) margin	(9,064)	59,847	(7,845)	(1,781)	1,734	1,779	44,670	3,117	(324)	47,463
Non-operating (losses) gains										
Investment (losses) gains	(26)	33,628	1,408	1,151	858	(198)	36,821	3,566	-	40,387
Other, net	(1,364)	(2,599)	-	1,276	266	(1,581)	(4,002)	733	361	(2,908)
Loss on early extinguishment of debt	-	(13,909)	-	(305)	-	-	(14,214)	-	-	(14,214)
Loss on swap termination	-	(14,247)	-	-	-	-	(14,247)	-	-	(14,247)
Total non-operating (losses) gains, net	(1,390)	2,873	1,408	2,122	1,124	(1,779)	4,358	4,299	361	9,018
(Deficiency) excess of revenue over expenses	(10,454)	62,720	(6,437)	341	2,858	-	49,028	7,416	37	56,481
Unrestricted net assets										
Net assets released from restrictions (Note 7)	-	16,038	-	4	252	-	16,294	19	-	16,313
Change in funded status of pension and other postretirement benefits	-	4,300	2,827	-	1,127	-	8,254	-	-	8,254
Net assets transferred to (from) affiliates	17,791	(25,355)	7,188	48	328	-	-	-	-	-
Additional paid in capital	-	-	-	-	-	-	-	58	(58)	-
Other changes in net assets	-	-	-	-	-	-	-	(185)	-	(185)
Change in fair value on interest rate swaps	-	4,190	-	-	-	-	4,190	-	-	4,190
Change in funded status of interest rate swaps	-	14,102	-	-	-	-	14,102	-	-	14,102
Increase in unrestricted net assets	$ 7,337	$ 75,995	$ 3,578	$ 393	$ 4,565	$ -	$ 91,868	$ 7,308	$ (21)	$ 99,155

Dartmouth-Hitchcock Health and Subsidiaries
Consolidating Statements of Operations and Changes in Unrestricted Net Assets
Year Ended June 30, 2018

(in thousands of dollars)	D-HH and Other Subsidiaries	D-H and Subsidiaries	Cheshire and Subsidiaries	NLH and Subsidiaries	MAKHC and Subsidiaries	APD	VNH and Subsidiaries	Eliminations	Health System Consolidated
Unrestricted revenue and other support									
Net patient service revenue, net of contractual allowances and discounts	$ -	$ 1,475,314	$ 216,736	$ 60,486	$ 52,014	$ 71,458	$ 23,087	$ -	$ 1,899,095
Provisions for bad debts	-	31,358	10,967	1,554	1,440	1,680	368	-	47,367
Net patient service revenue less provisions for bad debts	-	1,443,956	205,769	58,932	50,574	69,778	22,719	-	1,851,728
Contracted revenue	(2,305)	98,007	-	-	2,169	-	-	(42,902)	54,969
Other operating revenue	9,799	137,242	4,061	4,166	3,168	1,697	453	(11,640)	148,946
Net assets released from restrictions	658	11,984	620	52	44	103	-	-	13,461
Total unrestricted revenue and other support	8,152	1,691,189	210,450	63,150	55,955	71,578	23,172	(54,542)	2,069,104
Operating expenses									
Salaries	-	806,344	105,607	30,360	25,592	29,215	12,082	(19,937)	989,263
Employee benefits	-	181,833	28,343	7,252	7,162	7,406	2,653	(4,966)	229,683
Medical supplies and medications	-	269,327	31,293	6,161	3,057	8,484	1,709	-	340,031
Purchased services and other	8,512	218,690	33,431	13,432	14,354	19,220	5,945	(22,212)	291,372
Medicaid enhancement tax	-	53,044	8,870	2,659	1,743	2,176	-	-	67,692
Depreciation and amortization	23	66,073	10,357	3,939	2,145	1,831	410	-	84,778
Interest	8,684	15,772	1,004	981	223	975	65	(8,882)	18,822
Total operating expenses	17,219	1,631,083	218,105	64,784	54,276	69,307	22,864	(55,997)	2,021,641
Operating (loss) margin	(9,067)	60,106	(7,655)	(1,634)	1,679	2,271	308	1,455	47,463
Non-operating (losses) gains									
Investment (losses) gains	(26)	35,177	1,954	1,097	787	203	1,393	(198)	40,387
Other, net	(1,364)	(2,599)	(3)	1,276	273	(223)	952	(1,220)	(2,908)
Loss on early extinguishment of debt	-	(13,909)	-	(305)	-	-	-	-	(14,214)
Loss on swap termination	-	(14,247)	-	-	-	-	-	-	(14,247)
Total non-operating (losses) gains, net	(1,390)	4,422	1,951	2,068	1,060	(20)	2,345	(1,418)	9,018
(Deficiency) excess of revenue over expenses	(10,457)	64,528	(5,704)	434	2,739	2,251	2,653	37	56,481
Unrestricted net assets									
Net assets released from restrictions (Note 7)	-	16,058	-	4	251	-	-	-	16,313
Change in funded status of pension and other postretirement benefits	-	4,300	2,827	-	1,127	-	-	-	8,254
Net assets transferred to (from) affiliates	17,791	(25,355)	7,188	48	328	-	-	-	-
Additional paid in capital	58	-	-	-	-	-	-	(58)	-
Other changes in net assets	-	-	-	-	-	(185)	-	-	(185)
Change in fair value on interest rate swaps	-	4,190	-	-	-	-	-	-	4,190
Change in funded status of interest rate swaps	-	14,102	-	-	-	-	-	-	14,102
Increase in unrestricted net assets	$ 7,392	$ 77,823	$ 4,311	$ 486	$ 4,445	$ 2,068	$ 2,653	$ (21)	$ 99,155

Dartmouth-Hitchcock Health and Subsidiaries
Consolidating Statements of Operations and Changes in Unrestricted Net Assets
Year Ended June 30, 2017

(in thousands of dollars)	Dartmouth-Hitchcock	Cheshire Medical Center	New London Hospital Association	Mt. Ascutney Hospital and Health Center	Eliminations	DH Obligated Group Subtotal	All Other Non-Oblig Group Affiliates	Eliminations	Health System Consolidated
Unrestricted revenue and other support									
Net patient service revenue, net of contractual allowances and discounts	$ 1,447,961	$ 214,265	$ 59,928	$ 48,072	$ (19)	$ 1,770,207	$ 88,985	$ -	$ 1,859,192
Provisions for bad debts	42,963	14,125	2,010	1,705	-	60,803	2,842	-	63,645
Net patient service revenue less provisions for bad debts	1,404,998	200,140	57,918	46,367	(19)	1,709,404	86,143	-	1,795,547
Contracted revenue	88,620	-	-	1,861	(41,771)	48,710	(4,995)	(44)	43,671
Other operating revenue	104,611	3,045	3,839	1,592	(1,148)	111,939	6,418	820	119,177
Net assets released from restrictions	9,550	639	116	61	-	10,366	756	-	11,122
Total unrestricted revenue and other support	1,607,779	203,824	61,873	49,881	(42,938)	1,880,419	88,322	776	1,969,517
Operating expenses									
Salaries	787,644	102,769	30,311	23,549	(21,784)	922,489	42,327	1,536	966,352
Employee benefits	202,178	26,632	7,071	5,523	(5,322)	236,082	8,392	381	244,855
Medical supplies and medications	257,100	30,692	6,143	2,905	(273)	296,567	9,513	-	306,080
Purchased services and other	208,671	28,068	12,795	13,224	(17,325)	245,433	45,331	(959)	289,805
Medicaid enhancement tax	50,118	7,800	2,923	1,620	-	62,461	2,608	-	65,069
Depreciation and amortization	66,067	10,238	3,881	2,138	-	82,324	2,238	-	84,562
Interest	17,352	1,127	819	249	(209)	19,338	500	-	19,838
Total operating expenses	1,589,130	207,326	63,943	49,208	(44,913)	1,864,694	110,909	958	1,976,561
Operating margin (loss)	18,649	(3,502)	(2,070)	673	1,975	15,725	(22,587)	(182)	(7,044)
Non-operating gains (losses)									
Investment gains (losses)	42,484	1,378	1,570	984	(209)	46,207	4,849	-	51,056
Other, net	(3,003)	-	(879)	570	(1,767)	(5,079)	740	186	(4,153)
Contribution revenue from acquisition	-	-	-	-	-	-	20,215	-	20,215
Total non-operating gains (losses), net	39,481	1,378	691	1,554	(1,976)	41,128	25,804	186	67,118
Excess (deficiency) of revenue over expenses	58,130	(2,124)	(1,379)	2,227	(1)	56,853	3,217	4	60,074
Unrestricted net assets									
Net assets released from restrictions (Note 7)	983	-	9	442	-	1,434	405	-	1,839
Change in funded status of pension and other postretirement benefits	(5,297)	4,031	-	(321)	-	(1,587)	-	-	(1,587)
Net assets transferred (from) to affiliates	(18,380)	900	143	986	-	(16,351)	16,351	-	-
Additional paid in capital	-	-	-	-	-	-	6,359	(6,359)	-
Other changes in net assets	-	-	-	(2,286)	-	(2,286)	(1,078)	-	(3,364)
Change in fair value on interest rate swaps	6,418	-	1,337	47	-	7,802	-	-	7,802
Increase in unrestricted net assets	$ 41,854	$ 2,807	$ 110	$ 1,095	$ (1)	$ 45,865	$ 25,254	$ (6,355)	$ 64,784

Dartmouth-Hitchcock Health and Subsidiaries
Consolidating Statements of Operations and Changes in Unrestricted Net Assets
Year Ended June 30, 2017

(in thousands of dollars)	D-HH and Other Subsidiaries	D-H and Subsidiaries	Cheshire and Subsidiaries	NLH and Subsidiaries	MAHHC and Subsidiaries	APD	VNH and Subsidiaries	Eliminations	Health System Consolidated
Unrestricted revenue and other support									
Net patient service revenue, net of contractual allowances and discounts	$ -	$ 1,447,961	$ 214,265	$ 59,928	$ 48,072	$ 65,835	$ 23,150	$ (19)	$ 1,859,192
Provisions for bad debts	-	42,963	14,125	2,010	1,705	2,275	567	-	63,645
Net patient service revenue less provisions for bad debts	-	1,404,998	200,140	57,918	46,367	63,560	22,583	(19)	1,795,547
Contracted revenue	(5,802)	89,427	-	-	1,861	-	-	(41,815)	43,671
Other operating revenue	673	106,775	3,264	3,837	3,038	1,537	381	(328)	119,177
Net assets released from restrictions	-	10,200	639	116	61	106	-	-	11,122
Total unrestricted revenue and other support	(5,129)	1,611,400	204,043	61,871	51,327	65,203	22,964	(42,162)	1,969,517
Operating expenses									
Salaries	1,009	787,844	102,789	30,311	24,273	29,397	11,197	(20,248)	966,352
Employee benefits	293	202,178	26,632	7,071	5,686	5,532	2,404	(4,941)	244,855
Medical supplies and medications	-	257,100	30,692	6,143	2,905	7,760	1,753	(273)	306,080
Purchased services and other	16,021	212,414	29,902	12,653	13,626	16,564	6,907	(18,282)	289,805
Medicaid enhancement tax	-	50,118	7,800	2,923	1,620	2,608	-	-	65,069
Depreciation and amortization	26	66,067	10,396	3,886	2,242	1,532	413	-	84,562
Interest	-	17,352	1,127	819	249	467	33	(209)	19,838
Total operating expenses	17,349	1,592,873	209,318	63,806	50,601	63,860	22,707	(43,953)	1,976,561
Operating (loss) margin	(22,478)	18,527	(5,275)	(1,935)	726	1,343	257	1,791	(7,044)
Non-operating gains (losses)									
Investment (losses) gains	(321)	44,746	2,124	1,516	1,045	439	1,718	(209)	51,058
Other, net	-	(3,003)	-	(879)	581	(161)	888	(1,579)	(4,153)
Contribution revenue from acquisition	20,215	-	-	-	-	-	-	-	20,215
Total non-operating gains, net	19,894	41,743	2,124	637	1,626	278	2,604	(1,788)	67,118
(Deficiency) excess of revenue over expenses	(2,584)	60,270	(3,151)	(1,298)	2,352	1,621	2,861	3	60,074
Unrestricted net assets									
Net assets released from restrictions (Note 7)	-	1,075	-	9	442	158	155	-	1,839
Change in funded status of pension and other postretirement benefits	-	(5,297)	4,031	-	(321)	-	-	-	(1,587)
Net assets transferred (from) to affiliates	(3,864)	(18,380)	900	143	986	-	20,215	-	-
Additional paid in capital	6,359	-	-	-	-	-	-	(6,359)	-
Other changes in net assets	-	-	-	-	(2,286)	(1,078)	-		(3,364)
Change in fair value on interest rate swaps	-	6,418	-	1,337	47		-	-	7,802
(Decrease) increase in unrestricted net assets	$ (89)	$ 44,086	$ 1,780	$ 191	$ 1,220	$ 701	$ 23,231	$ (6,356)	$ 64,764

Dartmouth-Hitchcock Health and Subsidiaries
Notes to Supplemental Consolidating Information
June 30, 2018 and 2017

1. Basis of Presentation

The accompanying supplemental consolidating information includes the consolidating balance sheet and the consolidating statement of operations and changes in unrestricted net assets of D-HH and subsidiaries. All intercompany accounts and transactions between D-HH and subsidiaries have been eliminated. The consolidating information presented is prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America consistent with the consolidated financial statements. The consolidating information is presented for purposes of additional analysis of the consolidated financial statements and is not required as part of the basic financial statements.

(NOTARY SEAL)

Commission Expires: October 1, 2019

ANN M. GAGNON
Notary Public • New Hampshfre
Commission Expws October I, 2019
NH DHHS, Office of Business Operations

July 1, 2005
Bureau of Provider Relationship Management
Certificate of Vote Without Seal

RESOLUTION

OF THE BOARD OF TRUSTEES

OF

CHESHIRE MEDICAL CENTER

Be it resolved that the Board of Trustees of the Cheshire Medical Center authorizes Don Caruso, MD or Kathryn Wilbarger, Vice President, Finance, on behalf of Cheshire Medical Center to enter into a contract with the State of New Hampshire for System of Care for Substance Use Services to address the Opioid Epidemic in New Hampshire and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he may deem necessary, desirable or appropriate.

Dated: October 15, 2018

H. Roger Hansen

H. Roger Hansen, Chair
Cheshire Medical Center
Board of Trustees

DARTHIT.OI DMCDONALD

ACORL>

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
10/1012018

Job Description – Administrative Assistant

Doorway at Cheshire Medical Center

Under the supervision of the Director of the Doorway at Cheshire Medical Center, this position is responsible for coordination and organization in support of facilitating access to treatment and recovery for those suffering with Substance Use Disorders. Establishes cooperative relationships with case management, social services, hospital medicine, behavioral health, ED, and outside agencies such as Treatment Centers, Peer-to-Peer Recovery Organizations, and the Doorway's Community Partners.

Creates and maintains data and spreadsheets utilized by the Doorway Department. Measures and maintains records pertinent to the quantifying and quality level of client experiences. Maintains correspondence and administrative files as needed. Gathers and submits appropriate documentation that is needed for various outside agencies such as insurance companies, treatment partners, The State Opioid Response Team.

Works with the Doorway team to facilitate timely transfers of outgoing clients. Manage the general case management phone line and notify the appropriate staff in a timely manner of consults and needs being assigned to the Doorway. Gathers non-clinical information from patients and families as needed. Assists with obtaining insurance prior authorization for client needs.

Minimum Education: High School Diploma Required, College degree preferred

Minimum Experience: 2 years recent administrative assistant experience required

Nelson Hayden MA, MBA, MSF

[redacted]

Objective

I would like to find a position where I can combine the knowledge and experience I have in the counseling and substance use disorder field with my strong business acumen and administrative experience. I have held leadership positions in a wide array of situations including hospitality, clinical practice, and non-profit Boards of Directors. I seek an organization that values leadership and hard work where my talents will be used and valued.

Professional Experience

Director/Clinician – Doorway at Cheshire Medical Center – Keene, NH **February 2019 – Present**

- The Doorway at Cheshire Medical Center is one of nine Doorways that make up regional access points as part of a $45 Million State Opioid Response to address the substance use disorder crisis in New Hampshire. In this position I have created a new department as part of the Center for Population Health including staffing, budgeting and creating systems for measurement of our objectives.
- As part of my position as Director of the Doorway I have led a diverse group including physicians, nurses, nurse practitioners, behavioral health clinicians and community partners to develop a Medically Assisted Treatment plan for both our inpatient population and our Emergency Department. This has led to better patient care, improved access to substance use treatment, and better experiences for staff and patients alike.
- We are not technically a treatment program but rather a facilitating organization which helps individuals seeking treatment for their substance use disorder with appropriate ASAM levels of care. We assess, consent, and refer clients/patients to various levels of care and provide interim therapy as well as case management while they are waiting for placement.

Counseling Intern/Senior Counselor – Dublin Phoenix House – Dublin, NH **October 2017 – February 2019**

- The Dublin Phoenix House is a 49 Bed coeducational Residential Treatment Home for people with Substance Use Disorders. This nonprofit facility believes in the understanding that addiction is a chronic disease not a moral failing. Individuals suffering from substance use disorders deserve and require evidence-based treatment in settings that offer privacy and dignity.
- In this second-year internship, my work focused upon two major areas: 1) developing treatment plans and transitional support for a caseload of 6-10 individual clients and 2) facilitating groups for males and females of up to 30 members and educating group participants in areas such as Helping Men Recover, 12-Step Introduction, Seeking Safety and psychoeducation surrounding addiction and recovery. My success in the internship led to employment as a Senior Counselor.
- My caseload consists of up to ten clients and developing self-directed treatment plans, mental health evaluation, counseling these clients in individual, family, and group settings. In addition to the traditional counseling performed for the substance use population, I perform a great deal of case management including assisting with housing, co-managing treatment and aftercare with various social and corrections departments, improving bio-psycho-social health and creating transition plans for the same and evaluating financial and vocational concerns and creating improvement plans.

Counseling Intern – Keene State College – Keene, NH **August 2016 – May 2017**

- The Keene State College Counseling Center is a highly sought-after internship for Antioch University Clinical Mental Health Counseling Students. I was fortunate enough to be able to participate in this program in my first year of internship due in part to the extensive organizational development in the Substance Use arena. I was the initial intern for a new Keene State College Counseling Internship focusing on Alcohol and Other Drugs and working under Michelle M. Morrow, Ph.D. who was the Coordinator of AOD Prevention, Treatment, and Education Services.
- In this specialized internship, my work focused upon two major areas: 1) providing interventions (both individual and small group interventions) and 2) helping to develop and deliver outreach and prevention efforts to address alcohol and other drug misuse on campus. We performed weekly outreach in the residence halls, met with each athletic team, and performed educational outreach to all incoming freshmen.
- As an intern, I was able to co-facilitate a general process group with a senior staff member. Additionally, my work included co-facilitating a bi-monthly Alcohol Education Class that included bystander intervention components.
- My caseload included conducting BASICS and CASICS (*Brief Alcohol Screening and Intervention for College Students/Cannabis Screening and Intervention for College Students).* BASICS and CASICS are empirically supported treatments that include the student completing an online feedback profile and attending 1 to 2 sessions that emphasize the examination of their own use patterns and behavior within a Motivational Interviewing framework. The aim of BASICS/CASICS is to reduce risky behaviors and the harmful consequences of use by increasing awareness and increasing the use of protective behaviors. Additionally, I saw students through a general caseload, where I focused primarily on CBT and Motivational Interviewing to help the students best adjust and perform in the higher education setting.

Administrator – Sheth-Horsley Eye Center – Stoneham, MA **June 2010 – October 2013**

- In this position, I was able to navigate the change in ownership of this longstanding practice; we grew the practice significantly in a short amount of time using premium cataract surgery and refractive surgery. I brought a culture of patient satisfaction to the reception and clinical staffs as well as to the doctor, which helped to increase patient visits. We worked diligently with the referral community to exceed HEDIS standards and promote communication.
- We were able to implement systems where practitioners worked to the maximum of their licensure and ability thereby increasing overall efficiencies in the practice.
- I was able to evaluate the billing and collections for the practice and collaborate to improve processes to increase the average daily collections by 50% and reduce the number of days sales were outstanding from 48 days to 39 days.

Executive Director – Tallman Eye Associates – Lawrence, MA **February 2006 through March 2010**

- As Executive Director for this 18-doctor private practice I helped to increase revenues by 43% in the clinic and 45% in the optical dispensaries over four years. Total revenues exceeded $13 Million.
- Our team was able to expand the capacity of the organization through adjustments to the physical plant, provider relations, schedule engineering, and human resources development.
- I was able to lead the transition of this large group from restrictive systems to integrated processes through the use of IT. The use of technology improved transparency, efficiency, as well as communication and revenues.

Education

Antioch University - MA CMHC Program Substance Abuse Counseling Focus **June 2015- May 2018**

I recently completed a Masters in Clinical Mental Health Counseling with a concentration in Substance Abuse Counseling at Antioch University. I completed coursework in Social Cultural Diversity, Group Approaches to Counseling, Ethics, Fundamental Therapeutic Interactions, Counseling Theories, Human Development, and Career & Lifestyle Counseling in my first year. In my second year, I completed coursework in Human Sexuality & Sex Therapy, Psychopharmacology, Psychopathology, Family Counseling Approaches to Addiction, and Integrated Approaches to Addiction Counseling, Crisis and Trauma Informed Therapy, Research and Evaluation in Counseling and Therapy, and Issues in Addiction Recovery. I transferred to Antioch as it offers a classroom aspect to the program and can lead to licensure in the State of New Hampshire.

University of South Dakota - MS Addiction Studies **January 2013 - August 2013**

I enrolled as a degree-seeking student at the University of South Dakota, seeking a Masters in Addiction Studies. I completed my first two terms with a 4.0 Grade Point Average. The coursework included pharmacology, alcohol and drug counseling theories, addiction studies research, and addressing families and drug and alcohol issues.

Northeastern University - MBA/MSF Program **January 2010 - August 2012**

I completed my MBA program at Northeastern University and took an extra semester to earn a Master of Science in Finance as well. I was fortunate enough to walk through Commencement on May 4, 2012 and realize the fruits of this two and a half year effort. The curriculum included coursework in Organizations in the New Economy, Healthcare Finance, Strategic Decisions in Healthcare, Financial Strategy, Financial Accounting and Management Accounting.

State University of New York - BS Business Management/Health Services **2006 - 2009**

I spent three years completing my undergraduate degree while altering my focus from liberal arts focus to a business management degree with a concentration in health care management.

University of Southern California - English Literature **1984 - 1989**

Spent five years working towards a BA Degree in English Literature. Rowed for the University of Southern California Crew Team in 1984 and 1985. Vice President of the Phi Kappa Tau Fraternity in 1987, President in 1989.

Organizational Involvement

Recovery Task Force **August 2015 - May 2018**

I currently sit on this committee, which is part of the Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention, and Treatment. The work done by this task force includes standards for NH Recovery Housing, as well as helping with the Recovery Aspect of the State Plan. The mission of the recovery task force is to promote effective community based Recovery Support Services by recommending to the Governor's Commission policies, practices and funding to address unmet needs in the continuum of care for SUD.

Monadnock Alcohol & Drug Abuse Coalition **April 2015 - December 2016**

I recently concluded volunteering with this Prevention Coalition in Keene, NH. The Monadnock Alcohol and Drug Abuse Coalition works to reduce alcohol and drug use and misuse in Cheshire County. I contributed to the organization through strengthening the bond along the continuum of care. I have done this through participation in Recovery Coach Training, leading the Compliance Check initiative for local retailers. I have also carried

MADAC's message to other agencies including Monadnock Family Services, Acting Out, and the Keene Serenity Center. I have trained over 80 Recovery Coaches in Keene through three-week long training sessions.

Board Member/ Treasurer New Hampshire Providers Association **July 2015 - Present**

The mission of the NH Providers Association is to represent its members in advancing substance use prevention, treatment and recovery through public policy, leadership, professional development, and quality member services. I have been a Board Member, their VP of Recovery, and a member of the Finance Committee for this organization and I am very excited about the opportunity to serve this organization and help advocate for providers of drug and alcohol treatment in the State of New Hampshire.

Board Member/Treasurer Monadnock Restorative Community **July 2015 - December 2016**

Monadnock Restorative Community promotes recovery and successful re-integration of recently incarcerated women with an addiction into the larger community through an outpatient setting designed to achieve health and wholeness of mind, body and spirit. This organization has been active in the use of Recovery Coaches and Community mentors in order to assist these women. Much of my contribution is my business acumen as well as my experiences with Recovery Coaching and business planning.

Board Member/Treasurer Keene Serenity Center **January 2016 - Present**

The Serenity Center is a membership organization and a separate entity that is neither affiliated with nor financed by any recovery program or other organization. We recognize that there are many pathways to successful recovery from addictions, and we welcome people on all paths to recovery and their families. Our center provides a safe haven to initiate and / or maintain long-term recovery through peer-to-peer support meetings and fellowship. At present, we have over 20 meetings serving more than 300 people each week. I am most proud that this organization was chosen as one of five Community Recovery Organizations to work with Harbor Homes and the Bureau of Drug and Alcohol Services to promote peer-to-peer recovery.

References

References are available upon request.

Sean D. Flemming, MA LCMHC

[redacted]

PROFESSIONAL PROFILE

Experienced, solutions-oriented mental health counselor with a demonstrated 10-year record of success with diverse populations in one-on-one and group settings, spanning a variety of high-pressure clinical environments. Advanced training in, and practical application of, proven and repeatable cognitive-behavioral techniques.

CORE COMPETENCIES

Assessment/Evaluation • Individual Counseling • Family Counseling • Substance Use Counseling
Case/Treatment Planning • Records Management • Psychoeducational Training

HIGHLIGHTS OF PROFESSIONAL EXPERIENCE

- New Hampshire Licensed Mental Health Counselor
- Experienced Outpatient Psychotherapist in Large Group Practice
- Experienced Substance Use Counselor
- Graduate Level Training in Clinical Mental Health Counseling and Creative Arts Therapy
- Pioneer in Applying Behavioral Principles to Artificial Intelligence

EDUCATION/ADVANCED TRAINING

ANTIOCH NEW ENGLAND, Keene, NH
Clinical Mental Health Counseling

HOFSTRA UNIVERSITY, Hempstead, NY
Masters in Creative Arts Therapy with Distinction

KEENE STATE COLLEGE, Keene, NH
Bachelor of Arts in Psychology

CHRONOLOGY OF PROFESSIONAL EXPERIENCE

January 2019-Present CLINICIAN, The Doorway at Cheshire Medical Center.

Responsibilities include taking 211 calls to assist patients and family members struggling with substance use. Patient intake including ASAM and GPRA Clinical Assessments. Helping patients enter the appropriate level of Substance Use Treatment. Providing one-on-one outpatient Substance Use Counseling. Administering Naloxone to patients who have overdosed on an opioid compound. Offering Support, Psychoeducation and Counseling to families affected by Substance Use. Advocating for patients struggling with Substance Use at the State, Federal and Local Levels.

October 2012–July 2014 SENIOR STAFF THERAPIST, MAPS Counseling Services

Responsibilities included: Client intake and assessment. Treatment planning. Outpatient psychotherapy and substance abuse counseling. Client emergency pager and crisis intervention.

August 2011–October 2012 RESIDENT CLINICIAN, MAPS Counseling Services

Responsibilities included: Client intake and assessment. Treatment planning. Outpatient psychotherapy and substance abuse counseling.

July 2010–July 2011 ADDICTIONS COUNSELOR, Phoenix House Keene

Responsibilities included: Client intake and assessment. Case management. Treatment planning. Provide individual counseling and group therapy to residential treatment clients. Lead weekly Intensive Outpatient addictions group. Client advocacy and aftercare planning.

1995-June 2010 OWNER/OPERATOR, Blue Planet Studio, a successful DVD and Video Production business.

Responsibilities included: Assist clients with the design and production of educational and instructional DVDs. Topics included: Sexual Harassment in the Workplace, Conflict Resolution, Dealing with Difficult Employees, Customer Service Skills, Building Confidence as a Public Speaker, Managing Road Rage and Martial Art Instruction.

1990-1995 CASEWORKER, Big Brothers/Big Sisters of the Monadnock Region.

Responsibilities included: Intake and screening of children, caretakers and volunteers. Identifying client needs and establishing educational and developmental goals for clients. Identifying "at risk" clients and seeking additional social services for clients and caretakers. Collaborating with local social service and law enforcement agencies on behalf of clients. Advocating locally and nationally for child protection and rights.

Laurie Butz-Meyerrose
[redacted]

Objective

To obtain a job in the field of Mental Health and Substance Abuse Counseling

Experience

Clinician

The Doorway @ Cheshire Medical
Keene, New Hampshire

March 25, 2019 – Present

Assessments and referrals for substance abuse treatment. Coordinate treatment for and aftercare in the community. Meet with patients, perform assessments and make referrals dependent on level of care. Assist in coordinating follow up care that includes housing, legal issues, ongoing MAT, mental health, physical health, and insurance.

Senior Counselor

Sobriety Centers of New Hampshire – Antrim House
Antrim, NH

January 2016 – current

Assessments, individual and group counseling. Create, implement and review treatment plans. Coordinate discharge and follow up care in the community. Vast experience working with Medicaid.
Outpatient clinical with former clients; establishing bridge program back into the community.

Senior Counselor

Phoenix House, Dublin, New Hampshire

January 2015 –Current

Intakes and Assessments

Individual and Group Counseling

Create, implement and Review Treatment Plans

Coordinate discharge, working closely with transitional living, community mental health, department of corrections, DCYF.

Case Manager

Crotched Mountain Rehabilitation Hospital, Greenfield, New Hampshire

August 2010 – January 2015

Discharge Planning

Coordination of Insurance Updates

Coordination of services and transitioning of patients into the community

Data Entry

TD Bank, Keene, New Hampshire

October 2009 – May 2010

Temporary Assignment, Data Entry

Case Manager

AIDS Services for the Monadnock Region, Gilsum, New Hampshire

June 2007 – July 2009

Responsible for 20 – 25 HIV/HepC clients

Care Program Applications; Application for community benefits

Meetings at the State for continued funding processes

Education

MS Clinical Mental Health Counseling

Walden University, Minneapolis, MN

November 2014

Chi Sigma Iota Honor Society/Concentration in Forensic Counseling

Golden Key International Honor Society

BA Psychology

Ashford University, Clinton, IA

May 2010

Magna Cum Laude

License

LCHMC

Laurie K. Butz-Meyerrose
1182 Nelson Road, Nelson NH 03457 603-852-5289 laurie81958@yahoo.com

David H. Burrows
[redacted]

Objective

Contribute to the success of an enterprise involved in compassionate solutions to compelling challenges

Ability Summary

Dedicated, driven, with wide range of training and experience in many areas of recovery from substance use disorder and behavioral health.

Occupational Licenses & Certificates

Certification Title	Issuing Organization	Completion Date
Recovery Coach Academy	CCAR	01/2016
Ethical Considerations of Recovery Coaching	CCAR	01/2016
Suicide Postvention	Southern New Hampshire Area Health Education Center	06/2016
Roles for Peers Providing Recovery Support	NH Center for Excellence	01/2017
Telephone Recovery Support	NH Center for Excellence	03/2017
Prevention Ethics	NH Training Institute on Addictive Disorders	04/2017
Supervising a peer recovery workforce	NH Training Institute on Addictive Disorders	04/2017
Motivational Interviewing Basic	NH Training Institute on Addictive Disorders	06/2017
Creative Outreach to Increase Recruitment for PRSS	NH Center for Excellence	12/2017
Recovery Coaching in the Emergency Department	CCAR	1/2018
Implementing Recovery Coaching in the ED	JSI Research & Training Institute, Inc.	1/2019
Standards for Recovery Housing and Building this Capacity for New Hampshire	JSI Research & Training Institute, Inc.	4/2019
Understanding and Using the ASAM Criteria and Engaging People into Collaborative Addiction Treatment		7/2019

Employment History

Certified Recovery Support Worker
05/19 - present Cheshire Medical Center 580 Court Street, Keene, NH 03431

Community Volunteer
03/2016 – present Be the Change Behavioral Health Task Force
Be the Change is the Eastern Monadnock Region's Behavioral Health Task Force. Our mission is to provide education and resources to our community about Substance Misuse and Mental Health. Be the Change began when Monadnock Community Hospital's 2012 Community Health Needs Assessment identified that there was a need for more education in our community regarding behavioral health, a term that encompasses both mental health and substance misuse, and awareness of the resources we have in both our region and state.

Vision/Controls Engineer

05/2009 - 05/2015 Crane Security Technologies (Formerly Technical Graphics Inc.) Suite 100 1 Cellu Dr., Nashua, NH

Main duties were integrating, documenting, commissioning and maintaining machine vision and control systems within the Currency (U.S. Government Products) production areas. These systems include real-time inspection systems and related closed-loop control systems.

- Coordinated team efforts with internal support groups, production personnel, customers, and outside vendors.
- Assisted in all aspects of installation and improvement projects and sub-projects within the

manufacturing areas relating to automated control systems and machine vision disciplines.

- Directed technicians and other support personnel in all phases of projects. Interfaced with other support groups during appropriate phases of the project to ensure effective integration with existing processes and/or other improvements and installations.
- Planned and implemented data collection network to provide real time process monitoring utilizing GE Proficy software suite
- Installed programmed and updated Rockwell and Rexroth based PLC control systems involved in motion control, waste water and chemical supply systems
- Responsible for troubleshooting inspection and machine vision systems maintained by Engineering/Maintenance and trained and directed technicians in those efforts. Assisted plant leadership in diagnosing and solving manufacturing and converting inspection problems. Optimized machine vision systems and strategies.
- Identified, investigated and developed process improvements and optimization. Assisted in team approaches with Manufacturing, Quality and Continuous Improvement, R&D and Engineering to develop optimal strategies for improved yields, efficiencies and quality.
- Trained Technicians and user community on specific systems and installed equipment. Developed procedures and defined preventative maintenance programs for new equipment.

Device Lead Third Shift

03/2000 to 06/2001 Teleflex Inc. 50 Plantation Dr., Jaffrey, NH

Supervised employees in production of medical device assemblies.

- Submitted performance reviews
- Performed quality control testing
- Supported manufacturing operation in a variety of roles including injection molding machine set up

Supervised cell based production operations involving extruded tubing and plastic injection molding, along with heat forming and deburring steps. Responsible for sign off of initial setup of equipment to product specifications and performing quality tests using Instron strain gauge, optical comparator, Go/No-go gauges, calipers and ruled scale. Setup and monitored Arburg molding machine along with various equipment used in heat forming operation. Maintained training, attendance and performance records used in employee evaluation and created performance reviews.

Technical / Training Coordinator

04/1999 – 05/2009 (Consulted as Parhelion PC 3/2000-06/2001) Technical Graphics Inc. 50 Meadowbrook Dr., Milford, NH

Performed training and operation of equipment producing high quality micro printed film.
Involved in transition from manual control of process to more automated systems. Installed and maintained SCADA network used in maintaining process control parameters and recording values for quality assurance and production metrics. Responsible for operation and repair of computerized optical inspection equipment using high speed high resolution cameras and proprietary template matching algorithms.

Shift Supervisor

05/1996 – 04/1999 Technical Graphics Inc. 50 Meadowbrook Dr., Milford, NH

Primarily coordinated various operations/personnel on night shift.

- Performed maintenance and support functions as needed due to absence of maintenance or engineering staff on night shift
- Responsible for sign off of initial setup of equipment to product specifications
- Trained personnel in all areas of production and finishing of various security products
- Designed graphics using Adobe Illustrator for polymer printing plates
- Operated platemaking equipment and mounted flexographic printing plates
- Operated and maintained code for waste water treatment system

Equipment setup and operation included printing press, micro slitter/ spool winder, lathe, milling machine, drill press, powered hand tools, multi-meters, oscilloscopes, along with metrology instruments such as Instron strain gauge, COF / Peel Tester, calipers, densitometers, spectrophotometer, optical comparators, scaled reticle loupes.

Flexographic Press Operator

05/1995 – 04/1996 Technical Graphics Inc. 50 Meadowbrook Dr., Milford, NH

Operation of custom flexographic printing press producing security strip substrate for currencies.
Learned unique process involving chemical etching of web substrate relying on solutions tightly controlled for pH, specific density, viscosity. Manual testing involved hygrometers, pH meters, litmus paper, viscosity cups, densitometers, spectrophotometer, optical comparators, scaled reticle loupes.

Webtron Press Operator

03/1994 – 05/1995 D.D. Bean and Sons. 207 Peterborough St., Jaffrey, NH

Operation of 8 color flexographic printing press.
Produced high quality four process color printed material for use in large promotional campaigns. Previous printing experience proved instrumental in contributing to the successful operation of a newly installed advanced Webtron printing press. Operated flexographic polymer printing plate maker and mounted 4 color process printing plates.

Assistant Store Manager

10/1993 – 03/1994 Chill Out Convenience West Peterborough, NH

Established and assessed key procedures during initial start-up of retail store.
Setup inventory control and POS computer systems for operation of small convenience store
Operated register and stocked shelves during startup

Lead-Pressman 3rd Shift

10/1985 to 10/1993 Label Art Inc. 1 Riverside Way, Wilton, NH

Responsible for supervision of third shift operations manufacturing high quality printed labels.
Duties involved reading job jackets and signing off on jobs setup by co-workers. Performed quality checks

throughout the shift using densitometers, spectrophotometer, visual comparison to customer proof, testing of die cut quality, and measurement of dimensional characteristics. Other duties involved mounting printing plates on cylinders, and mixing batches of color matched printing ink using Pantone color formulations.

Maintenance Mechanic

06/1980 to 03/1984 Crotched Mountain Rehabilitation Center 1 Verney Dr., Greenfield, NH

- **General maintenance and repair of a fleet of vans, trucks, and cars**
- **Assisted electricians, plumbers, and carpenters**
- **Supervised 2nd shift cleaning crew**

Operations involved performing preventive maintenance i.e. oil change, brake inspection and repair, engine tune up (sparkplug, ignition wires, adjustment of timing, etc.). Operated various powered hand tools (impact wrenches, drills, saws, floor buffers, floor scrubbers, etc.).

Education

Completion Date	Issuing Institution	Location	Qualification	Course of Study
05/2005	Keene State College	Keene, NH	2 Years of College	Computer Science
06/1993	NRI Schools	Washington, DC		Microcomputers and Microprocessors

Training

SLC 500 and RSLogix 500 Maintenance and Troubleshooting
RSLogix 5000 Level 1: ControlLogix Fundamentals and Troubleshooting
RSLogix 5000 Level 2: Basic Ladder Logic Programming
RSLogix 5000 Level 3: Project Development
FactoryTalk View ME and PanelView Plus Programming
DeviceNet and RSNetWorx Configuration and Troubleshooting

Detailed References

LeeAnn Clark Moore
Monadnock Community Hospital
Philanthropy & Community Relations
603-924-1700

Thomas Bruneau, Engineering
Crane Security Technologies
1 Cellu Dr., Nashua, NH 03063
603-881-1890

Ray Fangmeyer, General Manager
W S Packaging
1 Riverside Way Wilton, NH 03086
1-800-258-1050

John Parisi
Director Plant Operations
Crotched Mountain Rehabilitation Center
One Verney Drive
Greenfield, NH 03047
603-547-3311 ext. (2120)

JUDY GALLAGHER, MA, M-LADC

Phone: (603) 209-1824 [redacted] e-mail: judygail8888@yahoo.com

EDUCATION AND LICENSURE

MLADC: Master Licensed Alcohol and Drug Counselor - State of New Hampshire 9/2015
M.A. Counseling Psychology: Antioch New England, Keene, NH 11/2000
B.A. Psychology: University of Texas at Dallas, Richardson, TX 8/1996

PROFESSIONAL PROFILE

- Qualified in counseling clients diagnosed with severe and persistent mental illness and substance use disorders.
- Adept at client assessments, intakes, treatment and individual service plans, and referrals.
- Training in and implementation of Strength Based Counseling, Motivational Interviewing, Precursors to Change Model, MRT (Moral Reconation Therapy), CBT (Cognitive Behavioral Therapy), Emerge curriculum training (group counseling skills working with domestic violence abusers), DBT (Dialectical Behavioral Therapy), and Mindfulness Based Relapse Prevention.
- Open and effective interpersonal communication skills.
- Excellent computer and organizational skills, file keeping, and assessment writing.
- Clinical Supervision experience and continuing education certificate from Antioch University New England.

PROFESSIONAL EXPERIENCE

*Cheshire County Behavioral Health Court (*Alternative Sentencing, Mental Health Court and Drug Court Programs*)* Keene, NH

CLINICAL CASE MANAGER: 06/11-Pres.

- Assess individuals facing criminal charges for substance use disorders and mental illness utilizing the Bio-Psycho-Social interview, Global Appraisal of Individual Needs (GAIN), and/or the Ohio Risk Assessment System (ORAS) tools.
- Develop comprehensive individualized service plans and refer participants to needed community resources.
- Conduct weekly case management meetings, provide brief supportive counseling and crisis intervention, facilitated a relapse prevention group, regularly review progress of the individualized service plan.
- Assist clients with insurance, SSI/SSDI, food stamps and housing applications.
- Maintain ongoing communication and collaboration with community mental health agencies, contracted treatment providers, department of children, youth and family services (DCYF) house of corrections, judicial services and probation and parole.
- Provide updates and clinical summaries to the court with the client present, to inform of their level of progress and ongoing needs.
- Work with and actively involve client's family members, significant others and other support persons in order to increase success in recovery from substance use and mental illness.
- Provide random urinalysis and breathalyzer monitoring.
- Active member and participant in the following: Mental Health Court monthly meetings, Cheshire County Domestic Violence Council (CCDVC) and Offender Rehabilitation Support Team (OREST).
- Provide supervision for Master and Bachelor level interns.
- Planned, developed and fully implemented in 2012-2013, as part of an interdisciplinary team, a Drug Court Program in the Superior Court of Cheshire County.

Serenity Center Keene, NH

MLADC SUPERVISOR – CONTRACTED POSITION: 10/17-3/18

- Provided individual and group supervision to recovery coaches working toward their CRSW.

Monadnock Family Services – Emerald House – (Adult Transition Residence) Keene, NH

09/14-12/17

RESIDENTIAL EDUCATOR – PART TIME/PER DIEM: 05/12-05/13

06/00-11/03

- Provided supportive supervision and maintain structure of a therapeutic milieu for residents recovering from severe and persistent mental illness, recently discharged from the state hospital and working toward transition into the community.
- Educated and supported residents in independent living skills.
- Monitored medication distribution, provide vocational and social skills education, facilitate community integration, and support client management of psychiatric symptoms and overall physical and mental well-being.
- Participated in crisis care for residents.
- Worked as a team member to promote open communication and exceptional client care.
- Completed documentation and progress notes in EMR system.

*State of Vermont (*Department of Aging and Independent Living*)*

Springfield, VT

VOCATIONAL REHABILITATION COUNSELOR: 01/11-04/11

- Provided assessment, guidance counseling, and case management to adults with physical, psychiatric, and/or cognitive disabilities including substance abuse and dependence to successfully obtain and maintain employment.
- Collaborated with community providers and attended consults to better serve clients.
- Maintained appropriate documentation and case files.
- Referred clients for vocational, medical, substance abuse and mental health services.
- Attended bi-weekly treatment team meetings.

Washington County Community Corrections Center (Alternative Sentencing Program)

Hillsboro, OR

RESIDENTIAL CASE MANAGER / TREATMENT DORM COUNSELOR: 07/04-09/10

- Provided addiction treatment, mental health counseling, case management, crisis intervention, education, vocational support/counseling, and program supervision for adults in work release custody who were transitioning into the community and/or participating in the 90-day residential alcohol and drug treatment program.
- Conducted intake interviews, mental health and addiction assessments and referred clients to the on-site psychiatrist for medication needs.
- Created and implemented individualized case plans based on diagnosis and needs assessments.
- Facilitated psycho-educational groups: Mindfulness Based Relapse Prevention, Matrix Addiction Education, Stages of Change, Coping Skills, Staying Quit.
- Interviewed clients at the Washington County Jail for program appropriateness and readiness based on the American Society of Addiction Medicine's (ASAM) criteria and the Level of Service Inventory (LSI).
- Assessed and appropriately assigned client cases to co-counselors and treatment providers.
- Worked with employers and the on-site job specialist to assist clients with job search activity and retention.
- Participated in transition meetings with client, recovery mentor, probation officer, aftercare provider, and other support personnel.
- Referred clients to appropriate agencies for advancement including: housing, mental health, Veteran's services, GED, college education, parenting support and education.
- Attended family planning meetings with client, their family, and Department of Human Services (DHS) case workers in order to support and strengthen client's ability toward gaining independence with their children.
- Wrote psychosocial assessments, individualized treatment plans, treatment summaries, disciplinary, and reports for the Washington County Jail.

Phoenix House – (Outpatient and Residential Addiction Services) Keene, NH

07/01-07/03

CLINICIAN (Outpatient Services–Cheshire Academy Alternative Sentencing Program):
DUAL DIAGNOSIS CLINICIAN (Residential Services):

- Provided individual counseling and case management for adults diagnosed with co-occurring disorders.

Worked 20 hours in the residential substance abuse recovery program and 20 hours in the outpatient Cheshire Academy Alternative Sentencing Program.

- Facilitated psychotherapy and psycho-educational groups including: Women in Recovery, Alcohol and Drug Education, Motivation, Relapse Prevention, Relationships, and Skills Group.
- Performed client screening, interviews, substance abuse and mental health assessments.
- Completed paperwork including progress notes, client recommendations and evaluations for the courts.
- Supervised and implemented community service projects.
- Provided supervision for master's level counseling and dance movement therapy interns.
- Created and implemented individualized treatment plans and recommendations for aftercare.
- Maintained a positive working relationship with community agencies.
- Participated in daily treatment team meetings and weekly group supervision.
- Functioned as part of an interdisciplinary team.
- Maintained regular training for continued professional growth.

Riverbend Community Mental Health – (Community Support Program) Concord, NH
08/00-07/01

OUTPATIENT CLINICIAN:

- Provided brief and long-term individual therapy to a diverse adult client population. Many had co-occurring disorders, and all met the criteria for severe and persistent mental illness.
- Facilitated substance abuse, psycho educational, acute stabilization, and mindfulness groups.
- Conducted crisis assessments for hospitalization and crisis coverage for co-workers.
- Evaluated potential clients and determined eligibility based upon therapeutic needs and functional impairments.
- Communicated and functioned as part of an interdisciplinary team to effectively treat each client's individual needs.
- Attended DBT training and served as a primary individual DBT therapist for several clients.
- Maintained and organized client records in accordance with program policies.

Phoenix House Keene, NH
9/99-5/00

COUNSELING INTERN:

- Provided individual counseling to a diverse adult client population most of them were participating in the Cheshire Academy Alternative Sentencing Program.
- Facilitated and Co-led psycho educational, substance abuse, and psychotherapy groups.
- Provided case management for one client to assess and encourage progress within the Cheshire Academy court mandated program.
- Administered and wrote substance abuse evaluations for clients and the courts which consisted of alcohol and drug screening, bio-psycho-social surveys, client intake assessments, and psychological testing.

Henry Heywood Hospital – (Mental Health Unit): Gardner, MA
9/98-5/99

COUNSELING INTERN:

- Provided brief individual counseling and support to a diverse adult inpatient client population.
- Facilitated and co-led psychotherapy, support, and dual diagnosis groups.
- Conducted and wrote intake interviews, cognitive and psychological assessments, and emergency room evaluations to determine if a client required inpatient services.
- Assisted with case management, discharge treatment planning, and referrals.
- Presented client progress to the attending psychiatrist during daily rounds.

Shawn V LaFrance

Professional Experience

CHESHIRE MEDICAL CENTER/DARTMOUTH-HITCHCOCK, Keene, NH
Vice President of Population Health and Health System Integration, 2017-current
Advance the vision and mission of Cheshire Medical Center by directing and coordinating population health interventions and integrating clinical areas with community strategies to deliver value based care. Provide leadership for the Heathy Monadnock initiative and for public health activities in the region. Manage staff in the Center for Population Health. Member of the Senior Operations Team. Serve as principal liaison to Dartmouth Hitchcock Health for all matters related to population health.

FOUNDATION FOR HEALTHY COMMUNITIES, Concord, NH
Executive Director, 2004 - February 2017
Vice President for Planning and Development, 1998-2004
Provide leadership in the design and management of statewide initiatives through innovative public and private sector partnerships to improve health and the delivery of health care services in New Hampshire. Manage professional staff and annual budget of $2+ million.

THE COMMONWEALTH FUND, New York, NY
Program Officer, 1994-1997
Managed grant-making portfolio of nationwide projects focused on child health, youth development and local public-private partnerships for leading foundation in health care philanthropy. Designed and monitored program outcomes for $3.5 million in annual grant expenditures. Accomplishments include: organized key start-up activities for a national initiative, in partnership with conversion and community foundations, to improve the delivery of pediatric care with a focus on child development and family support. Re-structured youth projects to strengthen career-to-school emphasis with mentoring, and initiated new local focus on promoting public-private partnerships. Advised applicants on project development, budgets, evaluation plans, and crafting communications strategies for projects. Initiated new procedures to effectively plan and prioritize communication of results from the national program.

NEW YORK CITY DEPARTMENT OF HEALTH, New York, NY
Special Assistant to Commissioner, (Margaret A. Hamburg, MD) 1992-1994
Assisted Commissioner of the largest local health department in the US on wide range of internal and external policy issues. Accomplishments include: managed recruitment and operations for 130+ provider sites to reach at-risk children in the largest immunization campaign in the city's history; convened multi-sector lead poisoning task force to revise prevention strategies; and initiated a review of managed care options and health education services for the Department of Health.

Education

Columbia University, New York, NY
Master of Public Health - 1985 M.S., Urban Planning- 1985
Master's Thesis: Hospitals and Urban Neighborhoods: Bases for Joint Planning and Community Development (Research Bibliography published by the Council for Planning Librarians, Chicago, IL, October 1985)

University of New Hampshire, Durham, NH
B.S., Health Administration and Planning - 1979

Awards

Innovators Award, 2017, Foundation for Healthy Communities
Byock & Corbeil Award, 2017, NH Hospice and Palliative Care Organization
Well Done Award, 2017, Capital Area Wellness Coalition
Public Citizen of the Year, 2011, NH Pediatric Society
Chapter Award, 2006, Northern New England Association of Healthcare Executives
Healthier Communities Fellowship, Health Forum, Class of 2003
Leadership New Hampshire, Class of2000
Hospice Hero Award, 1999, NH Hospice and Palliative Care Organization
Barney Rabinow Award, 1986, NYC Department of City Planning
Foster McGaw Scholar, 1985, Columbia University, School of Public Health

CHESHIRE MEDICAL CENTER

POSITION DESCRIPTION

POSITION TITLE: Certified Recovery Worker
DEPARTMENT: Center for Population Health
REPORTS TO: Project Director/Clinician

PURPOSE OF POSITION: work as part of a dedicated multi-disciplinary team providing emotional and informational support to patients and/or their families receiving HUB services. The Certified Recovery Worker will serve as a role model, mentor, advocate and motivator to recovering individuals in order to help prevent relapse and promote long-term recovery.

RESPONSIBILITIES:

1. Work in conjunction with other HUB staff to ensure individual needs are met
2. Serve as a recovery agent by providing and advocating for any effective recovery based services that will aid the client in daily living.
3. Assist individuals in developing a customized recovery plan; support them to articulate personal goals for recovery through the use of one-to-one and group sessions.
4. Help individuals navigate recovery support systems and access resources including health and wellness, housing, employment, and other professional and non-professional services
5. Assist clients in setting up and sustaining self-help (mutual support) groups, as well as means of locating and joining existing groups.
6. Utilize and teach problem solving techniques with individuals
7. Assist clients in building social skills in the community that will enhance job acquisition and tenure
8. Assist in obtaining services that suit that individual's recovery needs by providing names of staff, community resources and groups that may be useful.
9. Assist clients in developing empowerment skills and combating stigma through self-advocacy.
10. Educates and supports individuals in implementing a range of relapse prevention and harm-reduction strategies
11. Demonstrate competency and/or participate in training as required for HUB services.
12. Responsible for working collaboratively with other providers and to make dispositions that are appropriate, are clinically sound and ensure the safety and well-being of the patient.
13. Demonstrate patience, courtesy, and compassion when interacting with visitors, patients, employees, community partners and others.
14. All other duties as assigned.

REQUIREMENTS OF POSITION:

- Education/Certification: High School diploma or equivalent; successfully completed the certified recovery support worker academy training
- Experience: self-identify as a person in recovery, ability to demonstrate required work ethic and conduct regardless of length of time in recovery; ability to gather and assess patient information to evaluate needs; and ability to provide skilled/trauma-informed crisis intervention and de-escalation techniques

CHESHIRE MEDICAL CENTER

POSITION DESCRIPTION

POSITION TITLE: Clinician
DEPARTMENT: Center for Population Health
REPORTS TO: Project Director/Clinician

PURPOSE OF POSITION: Provides behavioral health triage assessments and evaluations, maintains an active patient registry, monitors psychiatric and substance mis-uses symptoms and other measures to track outcomes, actively facilitates referrals to address behavioral health and social determinants of health needs.

RESPONSIBILITIES:

1. Assessment and Evaluation:
    a. Screening to assess an individual's potential need for Hub services
    b. Crisis intervention and stabilization which ensures that individuals in an acute OUD related crisis that require immediate, non-emergency intervention are provided with crisis intervention counseling services by a licensed clinician.
    c. Evaluation of all American Society of Addiction Medicine Criteria (ASAM, October 2013), domains and provide care based on ASAM criteria
    d. Development of a clinical service plan in collaboration with the client based on the clinical evaluation
2. Care Coordination:
    a. Facilitate referrals to substance use disorder treatment and recovery support and other health and social services as deemed necessary
    b. Ongoing assessment in collaboration or consultation with the client's external service provider(s) of necessary support services to address needs identified in the evaluation or by the client's service provider that may create barriers to the client entering and/or maintaining treatment and/or recovery.
    c. Ongoing follow-up and support of clients engaged in services
    d. Completion of the Government Performance and Results Act (GPRA) interview; collecting and documenting attempts to collect client-level data at multiple intervals including at intake, 3 months post intake, 6 months post intake and upon discharge.
3. Ensure data collection, clinical documentation, and outcome reporting is met in compliance with organization, insurance requirements, and funder.
4. Demonstrate competency and/or participate in training as required for HUB services.
5. Responsible for working collaboratively with other providers and to make dispositions that are appropriate, are clinically sound and ensure the safety and well-being of the patient.
6. Demonstrate patience, courtesy, and compassion when interacting with visitors, patients, employees, community partners and others.
7. All other duties as assigned.

REQUIREMENTS OF POSITION:

- Education: Master's Degree in Psychology, Social Work, Counseling, Counseling Psychology, or a related clinical field from an accredited college or university plus relevant experience in providing crisis assessments, brief treatment, and crisis counseling. Preference given to a degree that is certifiable or licensable in N.H. or post Master's employment in crisis intervention, brief treatment, and the provision of intake assessments.
- Experience: Minimum 2 years clinical experience in a relevant setting.

CHESHIRE MEDICAL CENTER

POSITION DESCRIPTION

POSITION TITLE: Program Assistant
DEPARTMENT: Center for Population Health
REPORTS TO: Project Director/Clinician

PURPOSE OF POSITION: Responsible for a full range of moderate to complex secretarial and administrative support services for the CMC Opioid HUB System of Care project.

RESPONSIBILITIES:

1. Maintain, gather and analyze data for various purposes: financial data (e.g. record keeping, grant reporting, etc.) dept. activities (e.g. meetings, program databases), programs & events, etc.
2. Compose and/or compile/prepare correspondence, memoranda, presentations, promotional materials, forms, newsletters, manuals, and reports using appropriate word processing, desktop publishing, presentation and spreadsheet tools.
3. Perform basic statistical calculations on data for reports and presentations.
4. Support purchasing requirements for department, researching items and obtaining price quotes, entering information into organizational systems as required.
5. Develop and maintain databases for program. Assist with communications activities by building relationships with local press; coordinating press releases and advertisements; arranging photo shoots and photo releases; and managing files of photographs.
6. Maintain mailing lists for programs and publications in the program.
7. Coordinate basic fiscal and budgetary tasks including recording and making deposits and check requests.
8. Perform clerical duties including maintaining files; coordinating large mailings of newsletters and other publications; and typing reports and meeting minutes
9. Demonstrate competency and/or participate in training as required for HUB services
10. Demonstrate patience, courtesy, and compassion when interacting with visitors, patients, employees, community partners and others.
11. All other duties as assigned

REQUIREMENTS OF POSITION:

- Education: High school diploma required. Associates degree (or equal work experience) preferred, plus 3 years of secretarial experience required.
- Experience: Intermediate to advanced office skills including creation and/or management of Excel and Access databases, general and grants accounting/bookkeeping activities, budget monitoring, reporting, research, and communications (writing, email, and phone). Experience with graphic design and strong writing skills preferred. Experience working on multiple priorities simultaneously.

CHESHIRE MEDICAL CENTER

POSITION DESCRIPTION

POSITION TITLE: Data Analyst
DEPARTMENT: Center for Population Health
REPORTS TO: Project Director/Clinician

PURPOSE OF POSITION: Supports the CMC HUB project, by analyzing data and developing reports on population health outcomes, and social determinants of health (SDOH) data necessary for the planning, implementation and evaluation of the project.

RESPONSIBILITIES:

1. Analyzes and mines health outcome data and other pertinent data sources for application to the CMC HUB and related activities. Uses the information to ensure coordination of services.
2. Uses statistical analysis techniques and business intelligence software to create reports of population, demographics, health outcomes, and SDOH variation.
3. Provides statistical analysis or interpretation of data and information for use in the CMC HUB budgets, program planning and program monitoring.
4. Reviews research and analysis reports and summaries prepared by others in order to ensure accurate and consistent statistical information.
5. Serves as a resource to other hospital epidemiologists, quality teams and health educators who may assist with planning and implementation of the different CMC projects.
6. Demonstrate competency and/or participate in training as required for HUB services
7. Demonstrate patience, courtesy, and compassion when interacting with visitors, patients, employees, community partners and others.
8. All other duties as assigned.

REQUIREMENTS OF POSITION:

- Education: Master's degree from a recognized college or university with major study in a field relevant to the program area in which the position is assigned. Each additional year of approved formal education may be substituted for one year of required work experience.
- Experience: Three years' experience in epidemiology, biostatistics, environmental health, risk assessment, public health or a related field with responsibility for program planning, monitoring and evaluation, to include data analysis. Each additional year of approved work experience may be substituted for one year of required formal education.

CHESHIRE MEDICAL CENTER

POSITION DESCRIPTION

POSITION TITLE: Project Director/Clinician
DEPARTMENT: Center for Population Health
REPORTS TO: Vice-President of Population Health and Health Systems Integration

PURPOSE OF POSITION: Provides programmatic oversight of the project to include staff supervision, program monitoring and reporting, and provision of clinical services. The position is 50% project management and 50% clinical services.

RESPONSIBILITIES:

1. Project Management:
    a. Establishing MOU and agreement with local and state wide entities as necessary to ensure quality care for patients using HUB; may include but not be limited to: 2-1-1 NH, Region 1 IDN, other treatment providers, and MCO.
    b. Hiring and supervision of all HUB staff
    c. Coordinate and organize logistical needs for staff training requirements
    d. Be primary point of contact with funder
    e. Complete all reporting requirements, monitor outcome data ensure performance measures are being tracked and reported accurately
2. Assessment and Evaluation:
    a. Screening to assess an individual's potential need for Hub services
    b. Crisis intervention and stabilization which ensures that individuals in an acute OUD related crisis that require immediate, non-emergency intervention are provided with crisis intervention counseling services by a licensed clinician.
    c. Evaluation of all American Society of Addiction Medicine Criteria (ASAM, October 2013), domains and provide care based on ASAM criteria
    d. Development of a clinical service plan in collaboration with the client based on the clinical evaluation
3. Care Coordination:
    a. Facilitate referrals to substance use disorder treatment and recovery support and other health and social services as deemed necessary
    b. Ongoing assessment in collaboration or consultation with the client's external service provider(s) of necessary support services to address needs identified in the evaluation or by the client's service provider that may create barriers to the client entering and/or maintaining treatment and/or recovery.
    c. Ongoing follow-up and support of clients engaged in services
    d. Completion of the Government Performance and Results Act (GPRA) interview; collecting and documenting attempts to collect client-level data at multiple intervals including at intake, 3 months post intake, 6 months post intake and upon discharge.
4. Ensure data collection, clinical documentation, and outcome reporting is met in compliance with organization, insurance requirements, and funder.
5. Demonstrate competency and/or participate in training as required for HUB services.
6. Responsible for working collaboratively with other providers and to make dispositions that are appropriate, are clinically sound and ensure the safety and well-being of the patient.
7. Demonstrate patience, courtesy, and compassion when interacting with visitors, patients, employees, community partners and others.
8. All other duties as assigned.

REQUIREMENTS OF POSITION:

- Education: Master's Degree in Psychology, Social Work, Counseling, Counseling Psychology, or a related clinical field from an accredited college or university plus relevant experience in providing crisis assessments, brief treatment, and crisis counseling. Preference given to a degree that is certifiable or licensable in N.H. or post Master's employment in crisis intervention, brief treatment, and the provision of intake assessments.
- Experience: Minimum 2 years clinical experience in a relevant setting.

Cheshire Medical Center

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Shawn LaFrance	Vice-President of Population Health and Health System Integration	$188,698	0	0
Nelson Hayden	Project Director/Clinician	74,880*	100%*	74,880
Sean Flemming	Clinician (full time)	68,640	100%	68,640
Laurie Butz-Meyerrose	Clinician (full time)	68,640	100%	68,640
Judy Gallagher	Clinician (part time)	14,040	100%	14,040
David Burrows	Certified Recovery Support Worker	$41,600	100%	$41,600
Vacant	Certified Recovery Support Worker	$41,600	100%	$41,600
Vacant	Data Analyst (.5 FTE)	$30,000	100%	$30,000
Vacant	Administrative Assistant**	$35,500**	100%**	$35,500**

The aforementioned table of Key Personnel is current and accurate as of July 24, 2019. We have two significant footnotes that we feel should be disclosed at this time.

* - The Project Director position continues to grow as the community continues to embrace the value of the Doorway. Recently Cheshire Medical Center agreed with the County of Cheshire to provide support as a sub recipient of the Rural Communities Opioid Response Planning Grant. This county grant aligns with the responsibilities and scope of work performed by the Doorway and therefor Nelson Hayden is uniquely qualified to participate in that Executive Committee. We share this information as participation beginning on September 1, 2019 will require a portion of Mr. Hayden's time, however any additional salary would be rather absorbed through the County Grant or through Cheshire Medical Center internally.

** - Although still vacant the Administrative Assistant position is actively being recruited at this time. We focused on prudence and did not want to fill this position until business warranted the additional staff. We now have a volume that justifies the filling of this budgeted position. A job description is attached in lieu of a resume as the position is not yet filled.

Cheshire Medical Center

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Shawn LaFrance	Vice-President of Population Health and Health System Integration	$188,698	0	0
Vacant	Project Director/Clinician	$100,000	100%	$100,00
Vacant	Clinician (full time)	$85,000	100%	$85,000
Vacant	Clinician (full time)	$85,000	100%	$85,000
Vacant	Clinician (part time)	$42,500	100%	$42,500
Vacant	Certified Recovery Support Worker	$41,600	100%	$41,600
Vacant	Certified Recovery Support Worker	$41,600	100%	$41,600
Vacant	Data Analyst	$30,000	100%	$30,000
Vacant	Administrative Assistant	$35,500	100%	$35,500

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

BUREAU OF DRUG AND ALCOHOL SERVICES

Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

105 PLEASANT STREET, CONCORD, NH 03301
603-271-6110 1-800-852-3345 Ext. 6738
Fax: 603-271-6105 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

October 17, 2018

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, Bureau of Drug and Alcohol Services, to enter into **sole source** agreements with the eight (8) vendors listed below, in an amount not to exceed $16,606,487, to develop, implement and operationalize a statewide network of Regional Hubs for opioid use disorder treatment and recovery support services, effective upon date of Governor and Council approval, through September 29, 2020. Federal Funds 100%.

Vendor Name	Vendor ID	Vendor Address	Amount
Androscoggin Valley Hospital, Inc.	TBD	59 Page Hill Rd. Berlin, NH 03570	$1,559,611
Concord Hospital, Inc.	177653-B003	250 Pleasant St. Concord, NH, 03301	$1,845,257
Granite Pathways	228900-B001	10 Ferry St, Ste. 308, Concord, NH, 03301	$5,008,703
Littleton Regional Hospital	TBD	600 St. Johnsbury Road Littleton. NH 03561	$1,572,101
LRGHealthcare	TBD	80 Highland St. Laconia, NH 003246	$1,593,000
Mary Hitchcock Memorial Hospital	177651-B001	One Medical Center Drive Lebanon, NH 03756	$1,543,788
The Cheshire Medical Center	155405-B001	580 Court St. Keene, NH 03431	$1,593,611
Wentworth-Douglass Hospital	TBD	789 Central Ave. Dover, NH 03820	$1,890,416
		Total	**$16,606,487**

Funds are available in the following account(s) for State Fiscal Year (SFY) 2019, and are anticipated to be available in SFY 2020 and SFY 2021, upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval from the Governor and Executive Council.

05-95-92-920510-7040 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG & ALCOHOL SERVICES, STATE OPIOID RESPONSE GRANT

Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
SFY 2019	102-500731	Contracts for Prog Svc	92057040	$8,281,704
SFY 2020	102-500731	Contracts for Prog Svc	92057040	$7,992,783
SFY 2021	102-500731	Contracts for Prog Svc	92057040	$0
			Sub-Total	***$16,274,487***

05-95-92-920510-2559 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG & ALCOHOL SERVICES, OPIOID STR GRANT

Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
SFY 2019	102-500731	Contracts for Prog Svc	92052561	$332,000
SFY 2020	102-500731	Contracts for Prog Svc	92052561	$0
SFY 2021	102-500731	Contracts for Prog Svc	92052561	$0
			Sub-Total	***$332,000***
			Grand Total	**$16,606,487**

EXPLANATION

This request is **sole source** because the Department is seeking to restructure its service delivery system in order for individuals to have more rapid access to opioid use disorder (OUD) services. The vendors above have been identified as organizations for this scope of work based on their existing roles as critical access points for other health services, existing partnerships with key community-based providers, and the administrative infrastructure necessary to meet the Department's expectations for the service restructure.. Presently, the Department funds a separate contract with Granite Pathways through December 31, 2018 for Regional Access Points, which provide screening and referral services to individuals seeking help with substance use disorders. The Department is seeking to re-align this service into a streamlined and standardized approach as part of the State Opioid Response (SOR) grant, as awarded by the Substance Abuse and Mental Health Services Administration (SAMHSA). With this funding opportunity, New Hampshire will use evidence-based methods to expand treatment, recovery, and prevention services to individuals with OUD in NH. The establishment of nine (9) Regional Hubs (hereafter referred to as Hubs) is critical to the Department's plan.

The Hubs will ensure that every resident in NH has access to SUD treatment and recovery services in person during the week, along with 24/7 telephonic services for screening, assessment, and evaluations for substance use disorders. The statewide telephone coverage will be accomplished

evaluations for substance use disorders. The statewide telephone coverage will be accomplished through a collaborative effort among all of the Hubs for overnight and weekend access to a clinician, which will be presented to the Governor and Executive Council at the November meeting. The Hubs will be situated to ensure that no one in NH has to travel more than sixty (60) minutes to access their Hub and initiate services. The vendors will be responsible for providing screening, evaluation, closed loop referrals, and care coordination for clients along the continuum of care.

In the cities of Manchester and Nashua, given the maturity of the Safe Stations programs as access points in those regions, Granite Pathways, the existing Regional Access Point contractor, was selected to operate the Hubs in those areas to ensure alignment with models consistent with ongoing Safe Station's operations. To maintain fidelity to existing Safe Stations operations, Granite Pathways will have extended hours of on-site coverage from 8am-11pm on weekdays and 11am-11pm on weekends.

The Hubs will receive referrals for OUD services through a new contract with the crisis call center (2-1-1 NH) operated by Granite United Way and through existing referral networks. Consumers and providers will also be able to directly contact their local Hub for services. The Hubs will refer clients to services for all American Society of Addiction Medicine (ASAM) levels of care. This approach eliminates consumer confusion caused by multiple access points to services and ensures that individuals who present for help with OUD are receiving assistance immediately.

Funds for each Hub were determined based on a variety of factors, including historical client data from Medicaid claims and State-funded treatment services based on client address, naloxone administration and distribution data, and hospital admissions for overdose events. Funds in these agreements will be used to establish the necessary infrastructure for Statewide Hub access and to pay for naloxone purchase and distribution. The vendors will also have a flexible needs fund for providers to access for OUD clients in need of financial assistance for services and items such as transportation, childcare, or medication co-pays not otherwise covered by another payer.

Unique to this service redesign is a robust level of client-specific data that will be available. The SOR grant requires that all individual served receive a comprehensive assessment at several time intervals, specifically at intake, three (3) months, six (6) months and upon discharge. Through care coordination efforts, the Regional Hubs will be responsible for gathering data on items including, but not limited to recovery status, criminal justice involvement, employment, and housing needs at the time intervals listed above. This data will enable the Department to measure short and long-term outcomes associated with SOR-funded initiatives and to determine which programs are generating the best results for the clients served.

As referenced in Exhibit C-1 of this contract, the Department has the option to extend contracted services for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2019, and the Department shall not be liable for any payments for services provided after June 30, 2019, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2020-2021 and SFY 2022-2023 biennia.

Should Governor and Executive Council not authorize this request, individuals seeking help for OUD in NH may experience difficulty navigating a complex system, may not receive the supports and clinical services they need, and may experience delays in receiving care.

Area served: Statewide

Source of Funds: 100% Federal Funds from the Substance Abuse and Mental Health Services Administration. CFDA # 93.788, FAIN #H79TI081685 and FAIN #TI080246.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

Katja S. Fox
Director

Approved by:

Jeffrey A. Meyers
Commissioner

05-95-92-920510-7040 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV OF, BUREAU OF DRUG & ALCOHOL SERVICES, STATE OPIOID RESPONSE GRANT			
100% Federal Funds			
Activity Code: 92057040			
Androscoggin Valley Hospital, Inc			
Vendor # TBD			
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**
2019	Contracts for Prog Svs	102-500731	$ 805,133.00
2020	Contracts for Prog Svs	102-500731	$ 738,478.00
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			**$ 1,543,611.00**
Concord Hospital, Inc			
Vendor # 177653-B003			
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**
2019	Contracts for Prog Svs	102-500731	$ 947,662.00
2020	Contracts for Prog Svs	102-500731	$ 897,595.00
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			**$ 1,845,257.00**
Granite Pathways			
Vendor # 228900-B001			
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**
2019	Contracts for Prog Svs	102-500731	$ 2,380,444.00
2020	Contracts for Prog Svs	102-500731	$ 2,328,259.00
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			**$ 4,708,703.00**
Littleton Regional Hospital			
Vendor # TBD			
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**
2019	Contracts for Prog Svs	102-500731	$ 815,000.00
2020	Contracts for Prog Svs	102-500731	$ 741,101.00
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			**$ 1,556,101.00**
LRGHealthcare			
Vendor # TBD			
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**
2019	Contracts for Prog Svs	102-500731	$ 820,000.00
2020	Contracts for Prog Svs	102-500731	$ 773,000.00
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			**$ 1,593,000.00**

Mary Hitchcock Memorial Hospital			
Vendor # 177651-B001			
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**
2019	Contracts for Prog Svs	102-500731	$ 730,632.00
2020	Contracts for Prog Svs	102-500731	$ 813,156.00
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			**$ 1,543,788.00**
The Cheshire Medical Center			
Vendor # 155405-B001			
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**
2019	Contracts for Prog Svs	102-500731	$ 820,133.00
2020	Contracts for Prog Svs	102-500731	$ 773,478.00
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			**$ 1,593,611.00**
Wentworth-Douglas Hospital			
Vendor # 157797			
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**
2019	Contracts for Prog Svs	102-500731	$ 962,700.00
2020	Contracts for Prog Svs	102-500731	$ 927,716.00
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			**$ 1,890,416.00**

SUB TOTAL			**$ 16,274,487.00**

05-95-92-920510-2559 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV OF, BUREAU OF DRUG & ALCOHOL SERVICES, OPIOID STR GRANT

100% Federal Funds

Activity Code: 92052561

Androscoggin Valley Hospital, Inc			
Vendor # TBD			
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**
2019	Contracts for Prog Svs	102-500731	$ 16,000.00
2020	Contracts for Prog Svs	102-500731	$ -
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			**$ 16,000.00**
Concord Hospital, Inc			
Vendor # 177653-B003			
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**
2019	Contracts for Prog Svs	102-500731	$ -
2020	Contracts for Prog Svs	102-500731	$ -
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			**$ -**

Granite Pathways			
Vendor # 228900-B001			
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**
2019	Contracts for Prog Svs	102-500731	$ 300,000.00
2020	Contracts for Prog Svs	102-500731	$ -
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			**$ 300,000.00**
Littleton Regional Hospital			
Vendor # TBD			
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**
2019	Contracts for Prog Svs	102-500731	$ 16,000.00
2020	Contracts for Prog Svs	102-500731	$ -
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			**$ 16,000.00**
LRGHealthcare			
Vendor # TBD			
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**
2019	Contracts for Prog Svs	102-500731	$ -
2020	Contracts for Prog Svs	102-500731	$ -
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			**$ -**
Mary Hitchcock Memorial Hospital			
Vendor # 177651-B001			
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**
2019	Contracts for Prog Svs	102-500731	$ -
2020	Contracts for Prog Svs	102-500731	$ -
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			**$ -**
The Cheshire Medical Center			
Vendor # 155405-B001			
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**
2019	Contracts for Prog Svs	102-500731	$ -
2020	Contracts for Prog Svs	102-500731	$ -
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			**$ -**
Wentworth-Douglas Hospital			
Vendor # 157797			
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**
2019	Contracts for Prog Svs	102-500731	$ -
2020	Contracts for Prog Svs	102-500731	$ -
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			**$ -**
SUB TOTAL			**$ 332,000.00**

TOTAL	**$ 16,606,487.00**

FORM NUMBER P-37 (version 5/8/15)

Subject: Access and Delivery Hub for Opioid Use Disorder Services (SS-2019-BDAS-05-ACCES-02)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name The Cheshire Medical Center		1.4 Contractor Address 580 COURT STREET, KEENE, NH, 03431	
1.5 Contractor Phone Number (603) 354-5400	1.6 Account Number 05-95-92-7040-500731	1.7 Completion Date September 29, 2020	1.8 Price Limitation $1,593,611
1.9 Contracting Officer for State Agency Nathan D. White Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature Kathryn Wilbarger		1.12 Name and Title of Contractor Signatory VP Finance	

1.13 Acknowledgement: State of ~~New Hampshire~~, County of Cheshire

On October 16, 2018 before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[Seal]

1.13.2 Name and Title of Notary ~~or Justice of the Peace~~

ANN M. GAGNON

ANN M. GAGNON
Notary Public - New Hampshire
My Commission Expires October 1, 2019

1.14 State Agency Signature Date: 10/19/18	1.15 Name and Title of State Agency Signatory Kathas Fox, Director

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*

By: On: Megan A. Yorke, Attorney 10/19/18

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: On:

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials KW
Date 10/16/18

Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Contractor Initials KW
Date 10/10/2018

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.
15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation").*
15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials KW
Date 10/15/18

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. For the purposes of this contract, the Contractor shall be identified as a subrecipient, in accordance with 2 CFR 200.0. *et seq*.

1.4. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after September 29, 2020, and the Department shall not be liable for any payments for services provided after September 29, 2020, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2020-2021 and SFY 2022-2023 biennia.

2. Scope of Work

2.1. The Contractor will develop, implement and operationalize a Regional Hub for substance use disorder treatment and recovery support service access (Hub).

2.2. The Contractor shall provide residents in the Keene Region with access to referrals to substance use disorder treatment and recovery support services and other health and social services.

2.3. The Contractor shall participate in technical assistance, guidance, and oversight activities directed by the Department for implementation of Hub services.

2.4. The Contractor shall have the Hub operational by January 1, 2019 unless an alternative timeline has been approved prior to that date by the Department.

2.5. The Contractor shall collaborate with the Department to develop a plan no later than July 1, 2019 for the resources, timeline and infrastructure requirements to develop and maintain a centralized referral database of substance use disorder and mental health treatment providers.

2.5.1. The database shall include the real-time availability of services and providers to ensure rapid placement into appropriate levels of care for Hub clients which the Hub will update daily, at a minimum.

2.5.2. The data and the centralized database shall be the property of the Department.

2.6. The Contractor shall operationalize the use of the centralized database at a date agreed upon between the Department and the Contractor based on securing the resource needs identified in 2.5.

2.7. The Contractor shall collaborate with the Department to assess the Contractor's level of readiness, capacity and additional resource needs required to expand Hub services in-house to include, but not be limited to:

2.7.1.1. Medication assisted treatment induction at emergency rooms and facilitated coordination with ongoing hub care coordination inclusive of the core principles of the Medication First Model.

2.7.1.2. Outpatient and inpatient substance use disorder services, in accordance with ASAM.

2.7.1.3. Coordinating overnight placement for Hub clients engaged in Hub services between the hours of 5 pm to 8 am in need of a safe location while awaiting treatment placement the following business day.

2.7.1.4. Expanding populations for Hub core services.

2.8. The Contractor shall collaborate with the Department to identify gaps in financial and staffing resources throughout the contract period.

2.9. The Contractor, either alone or in collaboration with other Hubs, shall ensure formalized coordination with 2-1-1 NH as the public facing telephone service for all Hub service access. This coordination shall include:

2.9.1. Establishing an MOU with 2-1-1 NH which defines the workflows to coordinate 2-1-1 NH calls and Hub activities including the following workflow:

2.9.1.1. Individuals seeking substance use disorder treatment services will call 2-1-1 NH;

2.9.1.2. If an individual is seeking information only, 2-1-1 NH staff will provide that information;

2.9.1.3. If an individual is in an SUD related crisis and wants to speak with a licensed counselor and/or is seeking assistance with accessing treatment services, 2-1-1 NH staff will transfer the caller to the Hub or on-call Hub clinician.

2.9.2. The MOU with 2-1-1 NH shall include a process for bi-directional information sharing of updated referral resource databases to ensure that each entity has recently updated referral information.

2.10. The Contractor shall establish formalized agreements for coordination of services and case management services provided by Integrated Delivery Networks (IDNs) to reduce duplication of services and leverage existing integrated care projects in their region.

2.11. The Contractor with the assistance of the Department shall attempt to establish formalized agreements with:

2.11.1. Medicaid Managed Care Organizations to coordinate case management efforts on behalf of the client.

2.11.2. Private insurance carriers to coordinate case management efforts on behalf of the client.

2.12. The Contractor shall be required to create policies for obtaining patient consent to disclose protected health information as required by state administrative rules and federal and state laws for agreements reached with Managed Care Organizations and private insurance carriers as outlined in Subsection 2.11.

2.13. The Contractor shall develop a Department approved conflict of interest policy related to Hub services and self-referrals to Hub organization substance use disorder treatment and recovery support service programs funded outside of this contract that maintains the integrity of the referral process and client choice in determining placement in care.

3. Scope of Work for Hub Activities

3.1. The Contractor shall ensure that unless an alternative schedule for the Hub to meet the needs of the community is proposed and approved by the Department, the Hub provides, in one location, during normal business hours (8am-5pm) Monday through Friday, at a minimum:

3.1.1. A physical location for clients to receive face-to-face services.

3.1.2. Telephonic services for calls referred to the Hub by 2-1-1 NH.

3.1.3. Screening to assess an individual's potential need for Hub services.

3.1.4. Crisis intervention and stabilization which ensures that individuals in an acute OUD related crisis that require immediate, non-emergency intervention are provided with crisis intervention counseling services by a licensed clinician. If the client is calling rather than physically presenting at the Hub, this includes, but is not limited to:

3.1.4.1. Directing callers to 911 if a client is in imminent danger or there is an emergency.

3.1.4.2. If the client is unable or unwilling to call 911, the Hub shall contact emergency services.

3.1.5. Clinical evaluation including:

3.1.5.1. Evaluation of all American Society of Addiction Medicine Criteria (ASAM, October 2013), domains.

3.1.5.2. A level of care recommendation based on ASAM Criteria (October 2013).

3.1.5.3. Identification of client strengths and resources that can be used to support treatment and recovery.

3.1.6. Development of a clinical service plan in collaboration with the client based on the clinical evaluation referenced in Paragraph 3.1.5. The service plan shall include, but not be limited to:

3.1.6.1. Determination of an initial ASAM level of care.

3.1.6.2. Identification of any needs the client may have relative to supportive services including, but not limited to:

3.1.6.2.1. Physical health needs.

3.1.6.2.2. Mental health needs.

3.1.6.2.3. Need for peer recovery support services.

3.1.6.2.4. Social services needs.

3.1.6.2.5. Needs regarding criminal justice/Division for Children, Youth, and Families (DCYF) matters.

3.1.6.3. Plan for addressing all areas of need identified in Subparagraph 3.1.6.2 by determining goals that are patient-centered, specific, measurable, attainable, realistic, and timely (SMART goals).

3.1.6.4. When the level of care identified in 3.1.6.1 is not available to the client within 48 hours of service plan development, the service plan shall include plans for referrals to external providers to offer interim services, which are defined as:

3.1.6.4.1. At least one sixty (60) minute individual or group outpatient session per week and/or;

3.1.6.4.2. Recovery support services, as needed by the client; and/or

3.1.6.4.3. Daily calls to the client to assess and respond to any emergent needs.

3.1.7. A staff person, which can be the licensed clinician, CRSW outlined in the Staffing section, or other non-clinical support staff, capable of aiding specialty populations in accessing services that may have additional entry points to services or specific eligibility criteria. Specialty populations include, but are not limited to:

3.1.7.1. Veterans and/or service members.

3.1.7.2. Pregnant women.

3.1.7.3. DCYF involved families.

3.1.7.4. Individuals at-risk of or with HIV/AIDS.

3.1.7.5. Adolescents.

3.1.8. Facilitated referrals to substance use disorder treatment and recovery support and other health and social services which shall include, but not be limited to:

3.1.8.1. Developing and implementing adequate consent policies and procedures for client-level data sharing and shared care planning with external providers, in accordance with HIPAA and 42 CFR Part 2.

3.1.8.2. Determining referrals based on the service plan developed in Paragraph 3.1.6.

3.1.8.3. Assisting clients with obtaining services with the provider agency, as appropriate.

3.1.8.4. Contacting the provider agency on behalf of the client, as appropriate.

3.1.8.5. Assisting clients with meeting the financial requirements for accessing services including, but not limited to:

3.1.8.5.1. Identifying sources of financial assistance for accessing services and supports, and;

3.1.8.5.2. Providing assistance in accessing such financial assistance including, but not limited to:

3.1.8.5.2.1. Assisting the client with making contact with the assistance agency, as appropriate.

3.1.8.5.2.2. Contacting the assistance agency on behalf of the client, as appropriate.

3.1.8.5.2.3. Supporting the client in meeting the admission, entrance, and intake requirements of the assistance agency.

3.1.8.5.3. When no other payer is available, assisting clients with accessing services by maintaining a flexible needs fund specific to the Hub region that supports clients who meet the eligibility criteria for assistance under the NH DHHS SOR Flexible Needs Fund Policy with their financial needs including, but not limited to:

3.1.8.5.3.1. Co-pay and deductible assistance for medications and treatment services.

3.1.8.5.3.2. Treatment cost assistance to be provided when the needed service is not covered by the individual's public or private insurance.

3.1.8.5.3.3. Recovery housing vouchers.

3.1.8.5.3.4. Childcare.

3.1.8.5.3.5. Transportation.

3.1.8.5.3.6. Recreational and alternative therapies supported by evidence (for example, acupuncture).

3.1.8.5.4. Collaborating with the Department on defining the amount available and determining the process for flexible needs fund eligibility determination and notifying service providers of funds available in their region for clients to access.

3.1.9. Continuous case management services which include, but are not limited to:

3.1.9.1. Ongoing assessment in collaboration or consultation with the client's external service provider(s) of necessary support services to address needs identified in the evaluation or by the client's service provider that may create barriers to the client entering and/or maintaining treatment and/or recovery.

3.1.9.2. Supporting clients in meeting the admission, entrance, and intake requirements of the provider agency.

3.1.9.3. Ongoing follow-up and support of clients engaged in services in collaboration or consultation with the client's external service provider(s) until such time that the discharge Government Performance and Results Act (GPRA) interview in 3.1.9.6.4 is completed including, but not limited to:

3.1.9.3.1. Attempting to contact each client at a minimum, once per week until such time that the discharge GPRA interview in Section 3.1.9.4 has been completed, according to the following guidelines:

3.1.9.3.1.1. Attempt the first contact by telephone, in person or by an alternative method approved by the Department at such a time when the client would normally be available.

3.1.9.3.1.2. If the attempt in 3.1.9.3.1.1 is not successful, attempt a second contact, as necessary, by telephone, in person or by an alternative method approved by the Department at such a time when the client would normally be available no sooner than two (2) days and no later than three (3) days after the first attempt.

3.1.9.3.1.3. If the attempt in 3.1.9.3.1.2 is not successful, attempt a third contact, as necessary, by telephone, in person or by an alternative method approved by the Department at such a time when the client would normally be available, no sooner than two (2) days and no later than three (3) days after the second attempt.

3.1.9.4. When the follow-up in 3.1.9.3 results in a determination that the individual is at risk of self-harm, the minimum attempts for contact shall be no less than three (3) times each week and aligned with clinical best practices for prevention of suicide.

3.1.9.5. When possible, client contact and outreach shall be conducted in coordination and consultation with the client's external service provider to ensure continuous communication and collaboration between the Hub and service provider.

3.1.9.5.1. Each successful contact shall include, but not be limited to:

3.1.9.5.1.1. Inquiry on the status of each client's recovery and experience with their external service provider.

3.1.9.5.1.2. Identification of client needs.

3.1.9.5.1.3. Assisting the client with addressing needs, as identified in Subparagraph 3.1.6.2.

3.1.9.5.1.4. Providing early intervention to clients who have relapsed or whose recovery is at risk.

3.1.9.6. Collecting and documenting attempts to collect client-level data at multiple intervals including, but not limited to ensuring the GPRA Interview tool is completed and entered into the Substance Abuse and Mental Health Services Administration's (SAMHSA's) Performance Accountability and Reporting System (SPARS), at a minimum:

3.1.9.6.1. At intake or within three (3) days following initial client contact.

3.1.9.6.2. Three (3) months post intake into Hub services.

3.1.9.6.3. Six (6) months post intake into Hub services.

3.1.9.6.4. Upon discharge from the initially referred service.

3.1.9.6.4.1. If the client is discharged from services before the time intervals in 3.1.9.6.2 or 3.1.9.6.3 the Hub must make every reasonable effort to conduct a follow-up GPRA for that client.

3.1.9.6.4.2. If a client is re-admitted into services after discharge or being lost to care, the Hub is not required to re-administer the intake GPRA but must complete a follow-up GPRA for the time interval in 3.1.9.6.2 and 3.1.9.6.3 closest to the intake GPRA

3.1.9.7. Documenting any loss of contact in the SPARS system using the appropriate process and protocols as defined by SAMHSA through technical assistance provided under the State Opioid Response grant.

3.1.9.8. Ensuring that contingency management strategies are utilized to increase client engagement in follow-up GPRA interviews which may include, but are not limited to gift cards provided to clients for follow-up participation at each follow-up interview which shall not exceed thirty dollars ($30) in value.

3.1.9.8.1. Payments to incentivize participation in treatment are not allowable.

3.1.10. Naloxone purchase, distribution, information, and training to individuals and organizations who meet the eligibility criteria for receiving kits under the NH DHHS Naloxone Distribution Policy regarding the use of naloxone.

3.2. The Contractor shall ensure that, at a minimum, after-hours (5pm to 8am), on-call, telephonic services are provided by a licensed clinician affiliated with one or more of the Hubs, seven (7) days a week and that the clinician has the ability to coordinate continued client care with the Hub in the individual's region.

3.2.1. On-call staffing by licensed clinicians shall be sufficient to meet the call volumes during the hours outlined in Subsection 3.2 to ensure that clients are not on hold or receiving busy signals when transferred from 2-1-1 NH.

3.2.2. The Contractor shall give preference to licensed clinicians with the ability to assess for co-occurring mental health needs.

3.2.3. Telephonic services to be provided include, at a minimum:

3.2.3.1. Crisis intervention and stabilization which ensures that individuals in an acute OUD related crisis that require immediate, non-emergency intervention are provided with crisis counseling services by a licensed clinician.

3.2.3.2. Directing callers to 911 if a client is in imminent danger or there is an emergency.

3.2.3.2.1. If the client is unable or unwilling to call 911, contacting emergency services on behalf of the client.

3.2.3.3. Screening.

3.2.3.4. Coordinating with shelters or emergency services, as needed.

3.2.3.5. Providing clinical evaluation telephonically, if appropriate, based on the callers mental state and health status.

3.2.3.6. Scheduling the client for face-to-face intake at the client's Hub for an evaluation and referral services, if determined necessary.

3.2.3.7. Ensuring a Continuity of Operations Plan for landline outage.

3.3. The Contractor shall obtain treatment consent forms from all clients served, either in-person or through electronic means, to ensure compliance with all applicable state and federal confidentiality laws.

3.4. The Contractor shall provide services for both day and overnight shifts in accordance with:

3.4.1. The twelve (12) Core Functions of the Alcohol and Other Drug Counselor.

3.4.2. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice, available at http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171.

3.4.3. The four (4) recovery domains as described by the International Credentialing and Reciprocity Consortium, available at http://www.internationalcredentialing.org/Resources/Candidate%20Guides/PR%20candidate%20guide%201-14.pdf.

3.4.4. TIP 27: Comprehensive Case Management for Substance Abuse Treatment, available at https://store.samhsa.gov/product/TIP-27-Comprehensive-Case-Management-for-Substance-Abuse-Treatment/SMA15-4215.

3.5. The Contractor shall utilize recent and inform any future developments of a comprehensive needs assessment of their region. The needs assessment shall be coordinated with existing regional partners including, but not limited to:

3.5.1. Regional Public Health Networks

3.5.2. Integrated Delivery Networks

3.5.3. Continuum of Care Facilitators

3.6. The Contractor shall inform the inclusion of regional goals into the future development of needs assessments in Subsection 3.5 that the Contractor and its partners in the region have over the contract period including, but not limited to reductions in:

3.6.1.1. Naloxone use.

3.6.1.2. Emergency Room use.

3.6.1.3. Overdose related fatalities.

3.7. The Contractor shall have policies and procedures that allow them to accept referrals and evaluations from SUD treatment and other service providers.

4. Subcontracting for Hubs

4.1. The Hub shall submit any and all subcontracts they propose to enter into for services provided through this contract to the Department for approval prior to execution.

4.2. The Hub may subcontract with prior approval of the Department for support and assistance in providing core Hub services; except that such core services shall not be subcontracted providers whose principal operations are to serve individuals with a specific diagnosis of substance use disorders. .

4.2.1. Core Hub services are defined, for purposes of this contract, as screening, assessment, evaluation, referral, continuous case management, GPRA data completion, and naloxone distribution.

4.2.2. The Hub shall at all times be responsible for continuous oversight of, and compliance with, all Core Hub services and shall be the single point of contact with the Department for those Core services.

4.2.3. Any subcontract for support and assistance in providing Core Hub services shall ensure that the patient experience is consistent across the continuum of Core Hub services and that the subcontracted entities and personnel are at all times acting, in name and in fact, as agents of the Hub. The Hub shall consolidate Core Hub services, to the greatest extent practicable, in a single location.

5. Staffing

5.1. The Contractor shall meet, at a minimum, the following staffing requirements:

5.1.1. Between 8am-5pm, 5 days/week, Monday through Friday:

5.1.1.1. At least one (1) clinician with the ability to provide clinical evaluations for ASAM level of care placement, in-person or telephonically;

5.1.1.2. At least one (1) Recovery support worker (CRSW);

5.1.1.2.1. The CRSW shall be able to fulfill recovery support and care coordination functions

5.1.1.3. A staff person, which can be a licensed clinician, CRSW, or other non-clinical support staff capable of aiding specialty populations as outlined in Paragraph 3.1.7.

5.1.2. Sufficient staffing levels that are appropriate for the services provided and the number of clients served based on available staffing and the budget established for the Hub.

5.1.3. All unlicensed staff providing treatment, education and/or recovery support services shall be under the direct supervision of a licensed supervisor.

5.1.4. No licensed supervisor shall supervise more than twelve (12) unlicensed staff unless the Department has approved an alternative supervision plan.

5.1.5. Peer clinical supervision is provided for all clinicians including, but not limited to:

5.1.5.1. Weekly discussion of cases with suggestions for resources or alternative approaches.

5.1.5.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision.

5.2. The Contractor must ensure sufficient licensed clinician telephone coverage, at a minimum, between the hours of 5 pm and 8 am, 7 days/week, who have the ability to provide services as outlined in Subsection 3.2. This may be provided either by the Contractor alone or in collaboration with other Hubs.

5.3. The Contractor must meet the training requirements for staff which include, but are not limited to:

5.3.1.1. For all clinical staff:

5.3.1.1.1. Suicide prevention and early warning signs.

5.3.1.1.2. The 12 Core Functions of the Alcohol and Other Drug Counselor.

5.3.1.1.3. The standards of practice and ethical conduct, with particular emphasis given to the individual's role and appropriate responsibilities, professional boundaries, and power dynamics.

5.3.1.1.4. An approved course on the twelve (12) core functions and The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice within twelve (12) months of hire.

5.3.1.1.5. A Department approved ethics course within twelve (12) months of hire.

5.3.1.2. For recovery support staff and other non-clinical staff working directly with clients:

5.3.1.2.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee.

5.3.1.2.2. The standards of practice and ethical conduct, with particular emphasis given to the individual's role and appropriate responsibilities, professional boundaries, and power dynamics, and confidentiality safeguards in accordance with HIPAA and 42 CFR Part 2, and state rules and laws.

5.3.1.2.3. The four (4) recovery domains as described by the International Credentialing and Reciprocity Consortium, available at http://www.internationalcredentialing.org/Resources/Candidate%20Guides/PR%20candidate%20guide%201-14.pdf.

5.3.1.2.4. An approved ethics course within twelve (12) months of hire.

5.3.1.3. Required trainings in Subsection 5.3 may be satisfied through existing licensure requirements and/or through Department approved alternative training curriculums and/or certifications.

5.3.1.4. Ensuring all recovery support staff and clinical staff receive continuous education regarding substance use disorders, at a minimum annually.

5.3.1.5. Providing in-service training to all staff involved in client care within fifteen (15) days of the contract effective date or the staff person's start date on the following:

5.3.1.5.1. The contract requirements.

5.3.1.5.2. All other relevant policies and procedures provided by the Department.

5.3.1.6. The Contractor shall provide its staff, subcontractors, or end users as defined in Exhibit K, with periodic training in practices and procedures to ensure compliance with information security, privacy or confidentiality in accordance with state administrative rules and state and federal laws.

5.4. The Contractor shall notify the Department in writing:

5.4.1. When a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program, within one (1) month of hire.

5.4.2. When there is not sufficient staffing to perform all required services for more than one (1) month, within fourteen (14) calendar days.

5.5. The Contractor shall have policies and procedures related to student interns to address minimum coursework, experience, and core competencies for those interns having direct contact with individuals served by this contract.

5.5.1. The Contractor shall ensure that student interns complete an approved ethics course and an approved course on the twelve (12) core functions as described in Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice within six (6) months of beginning their internship.

6. Reporting

6.1. The Contractor shall submit quarterly de-identified, aggregate client reports to the Department on each client served, as required by SAMHSA. The data shall include:

6.1.1. Diagnoses.

6.1.2. Demographic characteristics.

6.1.3. Substance use.

6.1.4. Services received and referrals made, by provider organization name.

6.1.5. Types of MAT received.

6.1.6. Length of stay in treatment.

6.1.7. Employment status.

6.1.8. Criminal justice involvement.

6.1.9. Housing.

6.1.10. Flexible needs funds used and for what purpose.

6.1.11. Numbers of naloxone kits distributed and by category, including but not limited to client, organization, family member, etc.

6.2. The Contractor shall report quarterly on federally required data points specific to this funding opportunity as identified by SAMHSA over the grant period.

7. Performance Measures

7.1. The Contractor shall attempt to complete a GPRA interview for 100% of Hub clients at intake or within three (3) days following initial client contact, at (3) months post intake, at six (6) months post intake, and upon discharge from Hub referred services.

7.2. In accordance with SAMHSA State Opioid Response grant requirements, the Contractor shall ensure that the GPRA interview follow-up rate at (3) months and six (6) months post intake for Hub clients is no less than 80%.

8. Deliverables

8.1. The Contractor shall have the Hub in the Keene Region operational by January 1, 2019 unless an alternative timeline has been submitted to and approved by the Department.

8.2. The Contractor shall collaborate with the Department to develop a report by July 1, 2019 to determine the Contractor's level of readiness, capacity and resource needs required to expand services in-house as outlined in Subsection 2.7.

8.3. The Contractor shall collaborate with the Department on development of a plan no later than July 1, 2019 for the resources, timeline and infrastructure requirements to develop and maintain a centralized referral database of substance use disorder and mental health treatment providers as outlined in Subsection 2.5.

9. State Opioid Response (SOR) Grant Standards

9.1. The Contractor and/or referred providers shall ensure that only FDA-approved MAT for Opioid Use Disorder (OUD) is utilized. FDA-approved MAT for OUD includes:

9.1.1. Methadone.

9.1.2. Buprenorphine products, including:

9.1.2.1. Single-entity buprenorphine products.

9.1.2.2. Buprenorphine/naloxone tablets,

9.1.2.3. Buprenorphine/naloxone films.

9.1.2.4. Buprenorphine/naloxone buccal preparations.

9.1.2.5. Long-acting injectable buprenorphine products.

9.1.2.6. Buprenorphine implants.

9.1.2.7. Injectable extended-release naltrexone.

9.2. The Contractor and/or referred providers shall only provide medical withdrawal management services to any individual supported by SOR Grant Funds if the withdrawal management service is accompanied by the use of injectable extended-release naltrexone, as clinically appropriate.

9.3. The Contractor and/or referred providers shall ensure that clients receiving financial aid for recovery housing utilizing SOR funds shall only be in a recovery housing facility that is aligned with the National Alliance for Recovery Residences standards

and registered with the State of New Hampshire, Bureau of Drug and Alcohol Services in accordance with current NH Administrative Rules.

9.4. The Contractor and/or referred providers shall assist clients with enrolling in public or private health insurance, if the client is determined eligible for such coverage.

9.5. The Contractor and/or referred providers shall accept clients on MAT and facilitate access to MAT on-site or through referral for all clients supported with SOR Grant funds, as clinically appropriate.

9.6. The Contractor and/or referred providers shall coordinate with the NH Ryan White HIV/AIDs program for clients identified as at risk of or with HIV/AIDS.

9.7. The Contractor and/or referred providers shall ensure that all clients are regularly screened for tobacco use, treatment needs and referral to the QuitLine as part of treatment planning.

Methods and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
3. This contract is funded with funds from the Substance Abuse and Mental Health Services Administration CFDA #93.788, Federal Award Identification Number (FAIN) H79TI081685.
4. The Contractor shall keep detailed records of their activities related to Department funded programs and services.
5. The Contractor shall ensure that a minimum amount of funds determined by the Department for each State Fiscal Year is set aside for the purpose of naloxone purchase and distribution.
6. The Contractor shall include in their budget a line-item for a flexible needs fund in an amount no less than $50,000 of the budget per State Fiscal Year, to provide financial assistance to clients for services not otherwise covered through another payer source.
7. The Contractor shall not use funds to pay for bricks and mortar expenses.
8. The Contractor shall include in their budget, at their discretion the following:
   - 8.1. Funds to meet staffing requirements of the contract
   - 8.2. Funds to provide clinical and recovery support services in the contract that are not otherwise reimbursable by public or private insurance or through other Federal and State contracts
   - 8.3. Funds to meet the GPRA and reporting requirements of the contract
   - 8.4. Funds to meet staff training requirements of the contract
9. Funds remaining after satisfaction of 5 and 6 above may be used by the Contractor to support the scope of work outlined in Exhibit A.
10. Payment for said services shall be made monthly as follows:
    - 10.1. Payment for start-up costs in State Fiscal Year 19 not to exceed $500,000 shall be allowable for costs associated with staffing and infrastructure needs required to meet the January 1, 2019 service effective date.
    - 10.2. Payment beyond start-up costs shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this agreement, and shall be in accordance with the approved line item.
    - 10.3. The Contractor shall submit an invoice in a form satisfactory to the State by the twentieth (20th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The invoice must be completed, signed, dated and returned to the Department in order to initiate

payment. The Contractor agrees to keep detailed records of their activities related to Department-funded programs and services.

10.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.

10.5. The final invoice shall be due to the State no later than forty (40) days after the contract Form P-37, Block 1.7 Completion Date.

10.6. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to: Abby.Shockley@dhhs.nh.gov.

10.7. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services, and in this Exhibit B.

10.8. Notwithstanding paragraph 18 of the Form P-37, General Provisions, an amendment limited to transfer the funds within the budget and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

11. The Contractor shall provide a final budget for State Fiscal Year 2021 no later than March 31, 2020 for Department approval, which shall be submitted for Governor and Executive Council approval no later than June 30, 2020.

New Hampshire Department of Health and Human Services

Contractor Dhartmouth Medical Center

Budget Request for: Access and Delivery Hub for Opioid Use Disorder Services

Budget Period: SFY 19 (G&C Approved - 6/30/2019)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 461,200.00	$ 46,120.00	$ 507,320.00	$ -	$ -	$ -	$ 461,200.00	$ 46,120.00	$ 507,320.00
2. Employee Benefits	$ 12,405.00	$ 1,240.00	$ 13,645.00	$ -	$ -	$ -	$ 12,405.00	$ 1,240.00	$ 13,645.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Computers, Printer/Ink, Telephones	$ 42,700.00	$ 4,191.20	$ 46,891.20	$ -	$ -	$ -	$ 42,700.00	$ 4,191.20	$ 46,891.20
Office	$ 1,000.00	$ 100.00	$ 1,100.00	$ -	$ -	$ -	$ 1,000.00	$ 100.00	$ 1,100.00
6. Travel	$ 1,633.00	$ 163.30	$ 1,796.30	$ -	$ -	$ -	$ 1,633.00	$ 163.30	$ 1,796.30
7. Occupancy	$ 98,100.00	$ 9,810.00	$ 107,910.00	$ -	$ -	$ -	$ 98,100.00	$ 9,810.00	$ 107,910.00
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Telephone	$ 3,500.00	$ 350.00	$ 3,850.00	$ -	$ -	$ -	$ 3,500.00	$ 350.00	$ 3,850.00
Postage	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Utilities	$ 7,000.00	$ 700.00	$ 7,700.00				$ 7,000.00	$ 700.00	$ 7,700.00
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
10. Marketing/Communications	$ 10,000.00	$ 1,000.00	$ 11,000.00	$ -	$ -	$ -	$ 10,000.00	$ 1,000.00	$ 11,000.00
11. Staff Education and Training	$ 10,000.00	$ 1,000.00	$ 11,000.00	$ -	$ -	$ -	$ 10,000.00	$ 1,000.00	$ 11,000.00
12. Subcontracts/Agreements									
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Mileage	$ 43,000.00	$ 4,600.00	$ 48,600.00	$ -	$ -	$ -	$ 43,000.00	$ 4,600.00	$ 48,600.00
Flex Funds	$ 81,810.00	$ 8,178.70	$ 89,988.70	$ -	$ -	$ -	$ 81,810.00	$ 8,178.70	$ 89,988.70
Printing	$ 1,300.00	$ 130.00	$ 1,430.00	$ -	$ -	$ -	$ 1,300.00	$ 130.00	$ 1,430.00
TOTAL	$ 745,631.00	$ 74,482.00	$ 820,133.00	$ -	$ -	$ -	$ 745,631.00	$ 74,482.00	$ 820,133.00
Indirect As A Percent of Direct		10.0%							

Contractor Initials KW
Date 10/16/18

New Hampshire Department of Health and Human Services

Contractor Name: Cheshire Medical Center

Budget Request for: Access and Delivery Hub for Opioid Use Disorder Services

Budget Period: SFY 20 (7/1/2019-6/30/2020)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 461,200.00	$ 46,120.00	$ 507,320.00	$ -	$ -	$ -	$ 461,200.00	$ 46,120.00	$ 507,320.00
2. Employee Benefits	$ 12,405.00	$ 1,240.60	$ 13,645.60	$ -	$ -	$ -	$ 12,405.00	$ 1,240.60	$ 13,645.60
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Office	$ 2,228.00	$ 222.80	$ 2,450.80	$ -	$ -	$ -	$ 2,228.00	$ 222.80	$ 2,450.80
6. Travel	$ 1,635.00	$ 163.50	$ 1,798.50	$ -	$ -	$ -	$ 1,635.00	$ 163.50	$ 1,798.50
7. Occupancy	$ 38,100.00	$ 3,810.00	$ 41,910.00	$ -	$ -	$ -	$ 38,100.00	$ 3,810.00	$ 41,910.00
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Telephone	$ 3,500.00	$ 350.00	$ 3,850.00	$ -	$ -	$ -	$ 3,500.00	$ 350.00	$ 3,850.00
Postage	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Utilities	$ 7,000.00	$ 700.00	$ 7,000.00				$ 7,000.00	$ 700.00	$ 7,700.00
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
10. Marketing/Communications	$ 15,000.00	$ 1,500.00	$ 16,800.00	$ -	$ -	$ -	$ 15,000.00	$ 1,800.00	$ 16,500.00
11. Staff Education and Training	$ 10,000.00	$ 1,000.00	$ 11,000.00	$ -	$ -	$ -	$ 10,000.00	$ 1,000.00	$ 11,000.00
12. Subcontracts/Agreements		$ -							
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Naloxone	$ 90,000.00	$ 9,000.00	$ 99,000.00	$ -	$ -	$ -	$ 90,000.00	$ 9,000.00	$ 99,000.00
Flex Funds	$ 60,800.00	$ 6,072.10	$ 66,872.10	$ -	$ -	$ -	$ 60,800.00	$ 6,072.10	$ 66,872.10
Printing	$ 1,300.00	$ 130.00	$ 1,430.00	$ -	$ -	$ -	$ 1,300.00	$ 130.00	$ 1,430.00
TOTAL	$ 703,169.00	$ 70,309.00	$ 773,478.00	$ -	$ -	$ -	$ 703,169.00	$ 70,309.00	$ 773,478.00

Indirect As A Percent of Direct: 10.0%

Contractor Initials KW
Date 10/16/18

SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than $25,000, or public grantees with fewer than 50 employees, regardless of the amount of,the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
    19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
    19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
    19.3. Monitor the subcontractor's performance on an ongoing basis

19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS
As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

REVISIONS TO STANDARD CONTRACT LANGUAGE

1. Revisions to Form P-37, General Provisions

1.1. Section 4, 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.

1.2. Section 10, 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.

2. Revisions to Standard Exhibits

2.1 Exhibit C, Special Provisions, Paragraph 10, Confidentiality of Records, is deleted and is replaced as follows:

The Contractor is a covered entity as defined under the Health Insurance Portability and Accountability Act (HIPAA), 45 CFR 160, 162 and 164, and shall comply with all confidentiality requirements and safeguards set forth in state and federal law and rules. The Contractor is also a substance use disorder provider as defined under 42 CFR Part 2 and shall safeguard confidential information as required. The Contractor shall ensure compliance with all consent and notice requirements prohibiting the redisclosure of confidential information in accordance with 42 CFR Part 2.

All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the disclosure of any protected health information shall be in accordance with the regulatory provisions of HIPAA, 42 CFR Part 2, and applicable state and federal laws and rules. Further, the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, their attorney or guardian. Notwithstanding anything to the contrary contained herein, the covenants and conditions contained in this Paragraph 10 of Exhibit C shall survive the termination of the Contract for any reason whatsoever.

3. Renewal

3.1. The Department reserves the right to extend this Agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, written agreement of the parties and approval of the Governor and Executive Council.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   1.2. Establishing an ongoing drug-free awareness program to inform employees about
      1.2.1. The dangers of drug abuse in the workplace;
      1.2.2. The grantee's policy of maintaining a drug-free workplace;
      1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
      1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
   1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
      1.4.1. Abide by the terms of the statement; and
      1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
   1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
  1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

Contractor Name:

10/16/18
Date

Kathryn Willbarger
Name: Kathryn Willbarger
Title: VP Finance

CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Contractor Name:

10/10/18
Date

Kaynnm Willbarger
Name: Kaynnm Willbarger
Title: VP Finance

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
    - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

10/16/18
Date

Kathryn Wuebarger
Name: Kathryn Wuebarger
Title: VP Finance

CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

10/16/18
Date

Name: KATHRYN WILLBARGER
Title: VP FINANCE

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

10/16/18
Date

Kaymm Willbarger
Name: Kaymm Willbarger
Title: VP Finance

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

Pursuant to Exhibit C-1 of this Agreement, Exhibit I is not applicable.

Remainder of page intentionally left blank.

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

10/16/18
Date

Name: VP Kathryn Wilbarger
Title: VP Finance

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: 073970238000

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

   ✓ NO _____ YES

   If the answer to #2 above is NO, stop here

   If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

   _____ NO ✓ YES

   If the answer to #3 above is YES, stop here

   If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

   Name:_____ Amount: _____

   Name:_____ Amount: _____

   Name:_____ Amount: _____

   Name:_____ Amount: _____

   Name:_____ Amount: _____

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information," "Confidential Data," or "Data" (as defined in Exhibit K), means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates a security policy, which includes successful attempts) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or

storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic documents or mail.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information

except as required or permitted under this Contract or required by law. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.
3. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If Contractor is transmitting DHHS Data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. Contractor may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS Data.
3. Encrypted Email. Contractor may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If Contractor is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. Contractor may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. Contractor may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If Contractor is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. Contractor may not transmit Confidential Data via an open wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If Contractor is employing remote communication to access or transmit Confidential Data, a secure method of transmission or remote access, which complies with the terms and conditions of Exhibit K, must be used.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If Contractor is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If Contractor is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain DHHS Data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have thirty (30) days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or, if it is infeasible to return or destroy DHHS Data, protections are extended to such information, in accordance with the termination provisions in this Section. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems accessed or utilized for purposes of carrying out this contract.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting DHHS Confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have

currently-supported and hardened operating systems, current, updated, and maintained anti-malware (e.g. anti-viral, anti-hacker, anti-spam, anti-spyware) utilities. The environment, as a whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

If the Contractor maintains any Confidential Information on its systems (or its sub-contractor systems) and it has not done so previously, the Contractor will implement policies and procedures to ensure that any storage media on which such data maybe recorded will be rendered unreadable and that the data will be un-recoverable when the storage media is disposed of. Upon request, the Contractor and will provide the Department with copies of these policies and with written documentation demonstrating compliance with the policies. The written documentation will include all details necessary to demonstrate data contained in the storage media has been rendered unreadable and un-recoverable. Where applicable, regulatory and professional standards for retention requirements may be jointly evaluated by the State and Contractor prior to destruction.

1. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from

creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will ensure End-User will maintain an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

5. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

6. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

7. The Contractor will not store any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

8. Data Security Breach Liability. In the event of any computer security incident, incident, or breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

9. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of, HIPAA Privacy and Security Rules (45 C.F.R. Parts 160

and 164) and 42 C.F.R. Part 2 that govern protections for individually identifiable health information and as applicable under State law.

10. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

11. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in Section VI, of any security breach within 24-hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

12. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

13. The Contractor is responsible for End User oversight and compliance with the terms and conditions of the contract and Exhibit K.

DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within 24- hours of the time that the Contractor learns of their occurrence.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with DHHS's documented Incident Handling and Breach Notification procedures and in accordance with– the HIPAA, Privacy and Security Rules. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and

procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS contact for Data Management or Data Exchange issues:
DHHSInformationSecurityOffice@dhhs.nh.gov

B. DHHS contacts for Privacy issues:
DHHSPrivacyOfficer@dhhs.nh.gov

C. DHHS contact for Information Security issues:
DHHSInformationSecurityOffice@dhhs.nh.gov

D. DHHS contact for Breach notifications:
DHHSInformationSecurityOffice@dhhs.nh.gov
DHHSPrivacyOfficer@dhhs.nh.gov

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Access and Delivery Hub for
Opioid Use Disorder Services

This 1st Amendment to the Access and Delivery Hub for Opioid Use Disorder Services contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Wentworth-Douglass Hospital (hereinafter referred to as "the Contractor"), a nonprofit organization with a place of business at 789 Central Avenue, Dover, NH 03820.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on October 30, 2018 (Item #17A), 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 or terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, and modify the scope of services to support continued delivery of these services; and

WHEREAS, all terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #1 remain in full force and effect; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $2,769,452

2. Delete Exhibit A, Scope of Services in its entirety and replace with Exhibit A Amendment #1, Scope of Services.
3. Delete Exhibit B, Methods and Conditions Precedent to Payment and replace with Exhibit B Amendment #1 Methods and Conditions Precedent to Payment.
4. Delete Exhibit B-2 Access and Delivery Hub for Opioid Use Disorder Services and replace with Exhibit B-2 Amendment #1 Budget.

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

9/4/19
Date

Name: Katja S. Fox
Title: Director

Wentworth-Douglass Hospital

7/31/19
Date

Name: Gregory J Walker
Title: President/CEO

Acknowledgement of Contractor's signature:

State of New Hampshire County of Strafford on July 31, 2019, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

JACQUELYN M. SMALL
-MY-
COMMISSION
EXPIRES
FEBRUARY 1,
2022
NEW HAMPSHIRE
NOTARY PUBLIC

Jacquelyn M Small
Name and Title of Notary or Justice of the Peace

My Commission Expires: Feb 1, 2022

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

9/4/19
Date

Name: CATHERINE PINOS
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

_____
Date

_____
Name:
Title:

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. For the purposes of this contract, the Contractor shall be identified as a subrecipient, in accordance with 2 CFR 200.0. et seq.

2. Scope of Work

2.1. The Contractor shall develop, implement and operationalize a Regional Doorway for substance use disorder treatment and recovery support service access (Doorways).

2.2. The Contractor shall provide residents in the Dover Region with access to referrals to substance use disorder treatment and recovery support services and other health and social services.

2.3. The Contractor shall participate in technical assistance, guidance, and oversight activities directed by the Department for implementation of Doorway services.

2.4. The Contractor shall have the Doorway operational by January 1, 2019 unless an alternative timeline has been approved prior to that date by the Department.

2.5. The Contractor shall collaborate with the Department to develop a plan no later than July 1, 2019 for the resources, timeline and infrastructure requirements to develop and maintain a centralized referral database of substance use disorder and mental health treatment providers.

2.5.1. The database shall include the real-time availability of services and providers to ensure rapid placement into appropriate levels of care for Doorway clients which the Doorway will update daily, at a minimum.

2.5.2. The data and the centralized database shall be the property of the Department.

2.6. The Contractor shall operationalize the use of the centralized database at a date agreed upon between the Department and the Contractor based on securing the resource needs identified in 2.5.

2.7. The Contractor shall collaborate with the Department to assess the Contractor's level of readiness, capacity and additional resource needs required to expand Doorway services in-house to include, but not be limited to:

2.7.1. Medication assisted treatment induction at emergency rooms and facilitated coordination with ongoing Doorway care coordination inclusive of the core principles of the Medication First Model.

2.7.2. Outpatient and inpatient substance use disorder services, in accordance with ASAM.

2.7.3. Coordinating overnight placement for Doorway clients engaged in Doorway services between the hours of 5 pm to 8 am in need of a safe location while awaiting treatment placement the following business day.

2.7.4. Expanding populations for Doorway core services.

2.8. The Contractor shall collaborate with the Department to identify gaps in financial and staffing resources throughout the contract period.

2.9. The Contractor, either alone or in collaboration with other Doorways, shall ensure formalized coordination with 2-1-1 NH as the public facing telephone service for all Doorway service access. This coordination shall include:

2.9.1. Establishing an MOU with 2-1-1 NH which defines the workflows to coordinate 2-1-1 NH calls and Doorway activities including the following workflow:

2.9.1.1. Individuals seeking substance use disorder treatment services will call 2-1-1 NH;

2.9.1.2. If an individual is seeking information only, 2-1-1 NH staff will provide that information;

2.9.1.3. If an individual is in an SUD related crisis and wants to speak with a licensed counselor and/or is seeking assistance with accessing treatment services, 2-1-1 NH staff will transfer the caller to the Doorway or on-call Doorway clinician.

2.9.2. The MOU with 2-1-1 NH shall include a process for bi-directional information sharing of updated referral resource databases to ensure that each entity has recently updated referral information.

2.10. The Contractor shall establish formalized agreements for coordination of services and case management services provided by Integrated Delivery Networks (IDNs) to reduce duplication of services and leverage existing integrated care projects in their region.

2.11. The Contractor with the assistance of the Department shall attempt to establish formalized agreements with:

2.11.1. Medicaid Managed Care Organizations to coordinate case management efforts on behalf of the client.

2.11.2. Private insurance carriers to coordinate case management efforts on behalf of the client.

2.12. The Contractor shall be required to create policies for obtaining patient consent to disclose protected health information as required by state administrative rules and federal and state laws for agreements reached with Managed Care Organizations and private insurance carriers as outlined in Subsection 2.11.

2.13. The Contractor shall develop a Department approved conflict of interest policy related to Doorway services and self-referrals to Doorway organization substance use disorder treatment and recovery support service programs funded outside of this contract that maintains the integrity of the referral process and client choice in determining placement in care.

3. Scope of Work for Doorway Activities

3.1. The Contractor shall ensure that unless an alternative schedule for the Doorway to meet the needs of the community is proposed and approved by the Department, the Doorway provides, in one location, during normal business hours (8am-5pm) Monday through Friday, at a minimum:

3.1.1. A physical location for clients to receive face-to-face services.

3.1.2. Telephonic services for calls referred to the Doorway by 2-1-1 NH.

3.1.3. Screening to assess an individual's potential need for Doorway services.

3.1.4. Crisis intervention and stabilization that ensures any individual in an acute OUD related crisis who requires immediate, non-emergency intervention receives crisis intervention counseling services by a licensed clinician. If the individual is calling rather than physically presenting at the Doorway, this includes, but is not limited to:

3.1.4.1. Directing callers to 911 if a client is in imminent danger or there is an emergency.

3.1.4.2. If the client is unable or unwilling to call 911, the Doorway shall contact emergency services.

3.1.5. Clinical evaluation including:

3.1.5.1. Evaluation of all American Society of Addiction Medicine Criteria (ASAM, October 2013), domains.

3.1.5.2. A level of care recommendation based on ASAM Criteria (October 2013).

3.1.5.3. Identification of client strengths and resources that can be used to support treatment and recovery.

3.1.6. Development of a clinical service plan in collaboration with the client based on the clinical evaluation referenced in Paragraph 3.1.5. The service plan shall include, but not be limited to:

3.1.6.1. Determination of an initial ASAM level of care.

3.1.6.2. Identification of any needs the client may have relative to supportive services including, but not limited to:

3.1.6.2.1. Physical health needs.

3.1.6.2.2. Mental health needs.

3.1.6.2.3. Need for peer recovery support services.

3.1.6.2.4. Social services needs.

3.1.6.2.5. Needs regarding criminal justice/Division for Children, Youth, and Families (DCYF) matters.

3.1.6.3. Plan for addressing all areas of need identified in Subparagraph 3.1.6.2 by determining goals that are patient-centered, specific, measurable, attainable, realistic, and timely (SMART goals).

3.1.6.4. When the level of care identified in 3.1.6.1 is not available to the client within 48 hours of service plan development, the service plan shall include plans for referrals to external providers to offer interim services, which are defined as:

3.1.6.4.1. At least one sixty (60) minute individual or group outpatient session per week and/or;

3.1.6.4.2. Recovery support services, as needed by the client; and/or

3.1.6.4.3. Daily calls to the client to assess and respond to any emergent needs.

3.1.7. A staff person, which can be the licensed clinician, CRSW outlined in the Staffing section, or other non-clinical support staff, capable of aiding specialty populations in accessing services that may have additional entry points to services or specific eligibility criteria. Specialty populations include, but are not limited to:

3.1.7.1. Veterans and/or service members.

3.1.7.2. Pregnant women.

3.1.7.3. DCYF involved families.

3.1.7.4. Individuals at-risk of or with HIV/AIDS.

3.1.7.5. Adolescents.

3.1.8. Facilitated referrals to substance use disorder treatment and recovery support and other health and social services which shall include, but not be limited to:

3.1.8.1. Developing and implementing adequate consent policies and procedures for client-level data sharing and shared care planning with external providers, in accordance with HIPAA and 42 CFR Part 2.

3.1.8.2. Determining referrals based on the service plan developed in Paragraph 3.1.6.

3.1.8.3. Assisting clients with obtaining services with the provider agency, as appropriate.

3.1.8.4. Contacting the provider agency on behalf of the client, as appropriate.

3.1.8.5. Assisting clients with meeting the financial requirements for accessing services including, but not limited to:

3.1.8.5.1. Identifying sources of financial assistance for accessing services and supports, and;

3.1.8.5.2. Providing assistance in accessing such financial assistance including, but not limited to:

3.1.8.5.2.1. Assisting the client with making contact with the assistance agency, as appropriate.

3.1.8.5.2.2. Contacting the assistance agency on behalf of the client, as appropriate.

3.1.8.5.2.3. Supporting the client in meeting the admission, entrance, and intake requirements of the assistance agency.

3.1.8.5.3. When no other payer is available, assisting clients with accessing services by maintaining a flexible needs fund specific to the Doorway region that supports clients who meet the eligibility criteria for assistance under the NH DHHS SOR Flexible Needs Fund Policy with their financial needs including, but not limited to:

3.1.8.5.3.1. Transportation for eligible clients to and from recovery-related medical appointments, treatment programs, and other locations as identified and recommended by Doorway professional staff to assist the eligible client with recovery;

3.1.8.5.3.2. Childcare to permit an eligible client who is a parent or caregiver to attend recovery-related medical appointments, treatment programs, and other appointments as identified and recommended by Doorway professional staff to assist the eligible client with recovery;

3.1.8.5.3.3. Payment of short-term housing costs or other costs necessary to remove financial barriers to obtaining or retaining safe housing, such as payment of security deposits or unpaid utility bills;

3.1.8.5.3.4. Provision of light snacks not to exceed $3.00 per eligible client;

3.1.8.5.3.5. Provision of phone minutes or a basic prepaid phone to permit the eligible client to contact treatment providers and recovery services, and to permit contact with the eligible client for continuous recovery support;

3.1.8.5.3.6. Provision of clothing appropriate for cold weather, job interviews, or work; and

3.1.8.5.3.7. Other uses preapproved in writing by the Department.

3.1.8.5.4. Providing a Respite Shelter Voucher program to assist individuals in need of respite shelter while awaiting treatment and recovery services. The Contractor shall:

3.1.8.5.4.1. Collaborate with the Department on a respite shelter voucher policy and related procedures to determine eligibility for respite shelter vouchers based on criteria that include but are not limited to confirming an individual is:

3.1.8.5.4.1.1. A Doorway client;

3.1.8.5.4.1.2. In need of respite shelter while awaiting treatment and recovery services; and

3.1.8.5.4.1.3. In need of obtaining financial assistance to access short-term, temporary shelter.

3.1.9. Continuous case management services which include, but are not limited to:

3.1.9.1. Ongoing assessment in collaboration or consultation with the client's external service provider(s) of necessary support services to address needs identified in the evaluation or by the client's service provider that may create barriers to the client entering and/or maintaining treatment and/or recovery.

3.1.9.2. Supporting clients in meeting the admission, entrance, and intake requirements of the provider agency.

3.1.9.3. Ongoing follow-up and support of clients engaged in services in collaboration or consultation with the client's external service provider(s) until such time that the discharge Government Performance and Results Act (GPRA) interview in 3.1.9.6.3 is completed including, but not limited to:

3.1.9.3.1. Attempting to contact each client at a minimum, once per week until such time that the discharge GPRA interview in Section 3.1.9.3 has been completed, according to the following guidelines:

3.1.9.3.1.1. Attempt the first contact by telephone, in person or by an alternative method approved by the Department at such a time when the client would normally be available.

3.1.9.3.1.2. If the attempt in 3.1.9.3.1.1 is not successful, attempt a second contact, as necessary, by telephone, in person or by an alternative method approved by the Department at such a time when the client would normally be available no sooner than two (2) days and no later than three (3) days after the first attempt.

3.1.9.3.1.3. If the attempt in 3.1.9.3.1.2 is not successful, attempt a third contact, as necessary, by telephone, in person or by an alternative method approved by the Department at such a time when the client would normally be available, no sooner than two (2) days and no later than three (3) days after the second attempt.

3.1.9.4. When the follow-up in 3.1.9.3 results in a determination that the individual is at risk of self-harm, the minimum attempts for contact shall be no less than three (3) times each week and aligned with clinical best practices for prevention of suicide.

3.1.9.5. When possible, client contact and outreach shall be conducted in coordination and consultation with the client's external service provider to ensure continuous communication and collaboration between the Doorway and service provider.

3.1.9.5.1. Each successful contact shall include, but not be limited to:

3.1.9.5.1.1. Inquiry on the status of each client's recovery and experience with their external service provider.

3.1.9.5.1.2. Identification of client needs.

3.1.9.5.1.3. Assisting the client with addressing needs, as identified in Subparagraph 3.1.6.2.

3.1.9.5.1.4. Providing early intervention to clients who have relapsed or whose recovery is at risk.

3.1.9.6. Collecting and documenting attempts to collect client-level data at multiple intervals including, but not limited to ensuring the GPRA Interview tool is completed and entered into the Substance Abuse and Mental Health Services Administration's (SAMHSA's) Performance Accountability and Reporting System (SPARS), at a minimum:

3.1.9.6.1. At intake or within three (3) days following initial client contact.

3.1.9.6.2. Six (6) months post intake into Doorway services.

3.1.9.6.3. Upon discharge from the initially referred service.

3.1.9.6.3.1. If the client is discharged from services before the time intervals in 3.1.9.6.2 or 3.1.9.6.3 the Doorway must make every reasonable effort to conduct a follow-up GPRA for that client.

3.1.9.6.3.2. If a client is re-admitted into services after discharge or being lost to care, the Doorway is not required to re-administer the intake GPRA but must complete a follow-up GPRA for the time interval in 3.1.9.6.2 and 3.1.9.6.3 closest to the intake GPRA.

3.1.9.7. Documenting any loss of contact in the SPARS system using the appropriate process and protocols as defined by SAMHSA through technical assistance provided under the State Opioid Response grant.

3.1.9.8. Ensuring that contingency management strategies are utilized to increase client engagement in follow-up GPRA interviews which may include, but are not limited to gift cards provided to clients for follow-up participation at each follow-up interview which shall not exceed thirty dollars ($30) in value.

3.1.9.8.1. Payments to incentivize participation in treatment are not allowable.

3.1.10. Naloxone purchase, distribution, information, and training to individuals and organizations who meet the eligibility criteria for receiving kits under the NH DHHS Naloxone Distribution Policy regarding the use of naloxone.

3.2. The Contractor shall ensure that, at a minimum, after-hours (5pm to 8am), on-call, telephonic services are provided by a licensed clinician affiliated with one or more of the Doorways, seven (7) days a week and that the clinician has the ability to coordinate continued client care with the Doorway in the individual's region.

3.2.1. On-call staffing by licensed clinicians shall be sufficient to meet the call volumes during the hours outlined in Subsection 3.2 to ensure that clients are not on hold or receiving busy signals when transferred from 2-1-1 NH.

3.2.2. The Contractor shall give preference to licensed clinicians with the ability to assess for co-occurring mental health needs.

3.2.3. Telephonic services to be provided include, at a minimum:

3.2.3.1. Crisis intervention and stabilization which ensures that individuals in an acute OUD related crisis that require immediate, non-emergency intervention are provided with crisis counseling services by a licensed clinician.

3.2.3.2. Directing callers to 911 if a client is in imminent danger or there is an emergency.

3.2.3.2.1. If the client is unable or unwilling to call 911, contacting emergency services on behalf of the client.

3.2.3.3. Screening.

3.2.3.4. Coordinating with shelters or emergency services, as needed.

3.2.3.5. Providing clinical evaluation telephonically, if appropriate, based on the callers mental state and health status.

3.2.3.6. Scheduling the client for face-to-face intake at the client's Doorway for an evaluation and referral services, if determined necessary.

3.2.3.7. Ensuring a Continuity of Operations Plan for landline outage.

3.3. The Contractor shall obtain treatment consent forms from all clients served, either in-person or through electronic means, to ensure compliance with all applicable state and federal confidentiality laws.

3.4. The Contractor shall provide services for both day and overnight shifts in accordance with:

3.4.1. The twelve (12) Core Functions of the Alcohol and Other Drug Counselor.

3.4.2. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice, available at http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171.

3.4.3. The four (4) recovery domains as described by the International Credentialing and Reciprocity Consortium, available at http://www.internationalcredentialing.org/Resources/Candidate%20Guides/PR%20candidate%20guide%201-14.pdf.

3.4.4. TIP 27: Comprehensive Case Management for Substance Abuse Treatment, available at https://store.samhsa.gov/product/TIP-27-Comprehensive-Case-Management-for-Substance-Abuse-Treatment/SMA15-4215.

3.5. The Contractor shall utilize recent and inform any future developments of a comprehensive needs assessment of their region. The needs assessment shall be coordinated with existing regional partners including, but not limited to:

3.5.1. Regional Public Health Networks.

3.5.2. Integrated Delivery Networks.

3.5.3. Continuum of Care Facilitators.

3.6. The Contractor shall inform the inclusion of regional goals into the future development of needs assessments in Subsection 3.5 that the Contractor and its partners in the region have over the contract period including, but not limited to reductions in:

3.6.1. Naloxone use.

3.6.2. Emergency Room use.

3.6.3. Overdose related fatalities.

3.7. The Contractor shall have policies and procedures that allow them to accept referrals and evaluations from SUD treatment and other service providers.

3.8. The Contractor shall provide information to all individuals seeking services on how to file a grievance in the event of dissatisfaction with services provided. The Contractor shall ensure each individual seeking services receives information on:

3.8.1. The steps to filing an informal complaint with the Contractor, including the specific contact person to whom the complaint should be sent.

3.8.2. The steps to filing an official grievance with the Contractor and the Department with specific instructions on where and to whom the official grievance should be addressed.

3.9. The Contractor shall provide written policies to the Department on complaint and grievance procedures within ten (10) business days of the amendment effective date.

4. Subcontracting for Doorways

4.1. The Doorway shall submit any and all subcontracts they propose to enter into for services provided through this contract to the Department for approval prior to execution.

4.2. The Doorway may subcontract with prior approval of the Department for support and assistance in providing core Doorway services; except that such core services shall not be subcontracted providers whose principal operations are to serve individuals with a specific diagnosis of substance use disorders. .

4.2.1. Core Doorway services are defined, for purposes of this contract, as screening, assessment, evaluation, referral, continuous case management, GPRA data completion, and naloxone distribution.

4.2.2. The Doorway shall at all times be responsible for continuous oversight of, and compliance with, all Core Doorway services and shall be the single point of contact with the Department for those Core services.

4.2.3. Any subcontract for support and assistance in providing Core Doorway services shall ensure that the patient experience is consistent across the continuum of Core Doorway services and that the subcontracted entities and personnel are at all times acting, in name and in fact, as agents of the Doorway. The Doorway shall consolidate Core Doorway services, to the greatest extent practicable, in a single location.

5. Staffing

5.1. The Contractor shall meet the following minimum staffing requirements:

5.1.1. Between 8am-5pm, 5 days/week, Monday through Friday:

5.1.1.1. A minimum of one (1) clinician with the ability to provide clinical evaluations for ASAM level of care placement, in-person or telephonically;

5.1.1.2. A minimum of one (1) Recovery support worker (CRSW) with the ability to fulfill recovery support and care coordination functions;

5.1.1.3. A minimum of one (1) staff person, who can be a licensed clinician, CRSW, or other non-clinical support staff, capable of aiding specialty populations as outlined in Paragraph 3.1.7.

5.1.2. Sufficient staffing levels that are appropriate for the services provided and the number of clients served based on available staffing and the budget established for the Doorway.

5.1.3. All unlicensed staff providing treatment, education and/or recovery support services shall be under the direct supervision of a licensed supervisor.

5.1.4. No licensed supervisor shall supervise more than twelve (12) unlicensed staff unless the Department has approved an alternative supervision plan.

5.1.5. Peer clinical supervision is provided for all clinicians including, but not limited to:

5.1.5.1. Weekly discussion of cases with suggestions for resources or alternative approaches.

5.1.5.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision.

5.2. The Contractor must ensure sufficient licensed clinician telephone coverage, at a minimum, between the hours of 5 pm and 8 am, 7 days/week, who have the ability to provide services as outlined in Subsection 3.2. This may be provided either by the Contractor alone or in collaboration with other Doorways.

5.3. The Contractor must meet the training requirements for staff which include, but are not limited to:

5.3.1. For all clinical staff:

5.3.1.1. Suicide prevention and early warning signs.

5.3.1.2. The 12 Core Functions of the Alcohol and Other Drug Counselor.

5.3.1.3. The standards of practice and ethical conduct, with particular emphasis given to the individual's role and appropriate responsibilities, professional boundaries, and power dynamics.

5.3.1.4. An approved course on the twelve (12) core functions and The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice within twelve (12) months of hire.

5.3.1.5. A Department approved ethics course within twelve (12) months of hire.

5.3.2. For recovery support staff and other non-clinical staff working directly with clients:

5.3.2.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee.

5.3.2.2. The standards of practice and ethical conduct, with particular emphasis given to the individual's role and appropriate responsibilities, professional boundaries, and power dynamics, and confidentiality safeguards in accordance with HIPAA and 42 CFR Part 2, and state rules and laws.

5.3.2.3. The four (4) recovery domains as described by the International Credentialing and Reciprocity Consortium, available at http://www.internationalcredentialing.org/Resources/Candidate%20Guides/PR%20candidate%20guide%201-14.pdf.

5.3.2.4. An approved ethics course within twelve (12) months of hire.

5.3.3. Required trainings in Subsection 5.3 may be satisfied through existing licensure requirements and/or through Department approved alternative training curriculums and/or certifications.

5.3.4. Ensuring all recovery support staff and clinical staff receive continuous education regarding substance use disorders, at a minimum annually.

5.3.5. Providing in-service training to all staff involved in client care within fifteen (15) days of the contract effective date or the staff person's start date on the following:

5.3.5.1. The contract requirements.

5.3.5.2. All other relevant policies and procedures provided by the Department.

5.4. The Contractor shall provide its staff, subcontractors, or end users as defined in Exhibit K, with periodic training in practices and procedures to ensure compliance with information security, privacy or confidentiality in accordance with state administrative rules and state and federal laws.

5.5. The Contractor shall notify the Department in writing:

5.5.1. When a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program, within one (1) month of hire.

5.5.2. When there is not sufficient staffing to perform all required services for more than one (1) month, within fourteen (14) calendar days.

5.6. The Contractor shall have policies and procedures related to student interns to address minimum coursework, experience, and core competencies for those interns having direct contact with individuals served by this contract.

5.7. The Contractor shall ensure that student interns complete an approved ethics course and an approved course on the twelve (12) core functions as described in Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice within six (6) months of beginning their internship.

6. Reporting

6.1. The Contractor shall report sentinel events to the Department as follows:

6.1.1. Sentinel events shall be reported when they involve any individual who is receiving services under this contract;

6.1.2. Upon discovering the event, the Contractor shall provide immediate verbal notification of the event to the bureau, which shall include:

6.1.2.1. The reporting individual's name, phone number, and agency/organization;

6.1.2.2. Name and date of birth (DOB) of the individual(s) involved in the event;

6.1.2.3. Location, date, and time of the event;

6.1.2.4. Description of the event, including what, when, where, how the event happened, and other relevant information, as well as the identification of any other individuals involved;

6.1.2.5. Whether the police were involved due to a crime or suspected crime; and

6.1.2.6. The identification of any media that had reported the event;

6.1.3. Within 72 hours of the sentinel event, the Contractor shall submit a completed

"Sentinel Event Reporting Form" (February 2017), available at https://www.dhhs.nh.gov/dcbcs/documents/reporting-form.pdf to the bureau

6.1.4. Additional information on the event that is discovered after filing the form in Section 6.1.3. above shall be reported to the Department, in writing, as it becomes available or upon request of the Department; and

6.1.5. Submit additional information regarding Sections 6.1.1 through 6.1.4 above if required by the department; and

6.1.6. Report the event in Sections 6.1.1 through 6.1.4 above, as applicable, to other agencies as required by law.

6.2. The Contractor shall submit quarterly de-identified, aggregate client reports to the Department on each client served, as required by SAMHSA. The data shall include:

6.2.1. Diagnoses.

6.2.2. Demographic characteristics.

6.2.3. Substance use.

6.2.4. Services received and referrals made, by provider organization name.

6.2.5. Types of MAT received.

6.2.6. Length of stay in treatment.

6.2.7. Employment status.

6.2.8. Criminal justice involvement.

6.2.9. Housing.

6.2.10. Flexible needs funds used and for what purpose.

6.2.11. Numbers of naloxone kits distributed and by category, including but not limited to client, organization, family member, etc.

6.3. The Contractor shall report quarterly on federally required data points specific to this funding opportunity as identified by SAMHSA over the grant period.

7. Performance Measures

7.1. The Contractor shall attempt to complete a GPRA interview for 100% of Doorway clients at intake or within three (3) days following initial client contact and at six (6) months post intake, and upon discharge from Doorway referred services.

7.2. In accordance with SAMHSA State Opioid Response grant requirements, the Contractor shall ensure that the GPRA interview follow-up rate at six (6) months post intake for Doorway clients is no less than 80%.

8. Deliverables

8.1. The Contractor shall have the Doorway in the Dover Region operational by January 1, 2019 unless an alternative timeline has been submitted to and approved by the Department.

8.2. The Contractor shall collaborate with the Department to develop a report by July 1, 2019 to determine the Contractor's level of readiness, capacity and resource needs required to expand services in-house as outlined in Subsection 2.7.

8.3. The Contractor shall collaborate with the Department on development of a plan no later than July 1, 2019 for the resources, timeline and infrastructure requirements to develop and maintain a centralized referral database of substance use disorder and mental health treatment providers as outlined in Subsection 2.5.

9. State Opioid Response (SOR) Grant Standards

9.1. The Contractor and/or referred providers shall ensure that only FDA-approved MAT for Opioid Use Disorder (OUD) is utilized. FDA-approved MAT for OUD includes:

9.1.1. Methadone.

9.1.2. Buprenorphine products, including:

9.1.2.1. Single-entity buprenorphine products.

9.1.2.2. Buprenorphine/naloxone tablets,

9.1.2.3. Buprenorphine/naloxone films.

9.1.2.4. Buprenorphine/naloxone buccal preparations.

9.1.2.5. Long-acting injectable buprenorphine products.

9.1.2.6. Buprenorphine implants.

9.1.2.7. Injectable extended-release naltrexone.

9.2. The Contractor and/or referred providers shall only provide medical withdrawal management services to any individual supported by SOR Grant Funds if the withdrawal management service is accompanied by the use of injectable extended-release naltrexone, as clinically appropriate.

9.3. The Contractor and/or referred providers shall ensure that clients receiving financial aid for recovery housing utilizing SOR funds shall only be in a recovery housing facility that is aligned with the National Alliance for Recovery Residences standards and registered with the State of New Hampshire, Bureau of Drug and Alcohol Services in accordance with current NH Administrative Rules.

9.4. The Contractor and/or referred providers shall assist clients with enrolling in public or private health insurance, if the client is determined eligible for such coverage.

9.5. The Contractor and/or referred providers shall accept clients on MAT and facilitate access to MAT on-site or through referral for all clients supported with SOR Grant funds, as clinically appropriate.

9.6. The Contractor and/or referred providers shall coordinate with the NH Ryan White HIV/AIDs program for clients identified as at risk of or with HIV/AIDS.

9.7. The Contractor and/or referred providers shall ensure that all clients are regularly screened for tobacco use, treatment needs and referral to the QuitLine as part of treatment planning.

Methods and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
3. This contract is funded with funds from the Substance Abuse and Mental Health Services Administration CFDA #93.788, Federal Award Identification Number (FAIN) H79TI081685 and TI080246.
4. The Contractor shall keep detailed records of their activities related to Department funded programs and services.
5. The Contractor shall ensure specific budget line items are included in state fiscal year budgets, which include:
   5.1. Flex funds in the amount of $219,132 for State Fiscal Year 2020.
   5.2. Naloxone funds in the amount of $437,074 for State Fiscal Year 2020.
   5.3. Shelter Respite Voucher funds in the amount of $422,830 for State Fiscal Year 2020.
6. The Contractor shall not use funds to pay for bricks and mortar expenses.
7. The Contractor shall include in their budget, at their discretion the following:
   7.1. Funds to meet staffing requirements of the contract
   7.2. Funds to provide clinical and recovery support services in the contract that are not otherwise reimbursable by public or private insurance or through other Federal and State contracts
   7.3. Funds to meet the GPRA and reporting requirements of the contract
   7.4. Funds to meet staff training requirements of the contract
8. Funds remaining after satisfaction of Section 5 above may be used by the Contractor to support the scope of work outlined in Exhibit A.
9. Payment for said services shall be made monthly as follows:
   9.1. Payments shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this agreement, and shall be in accordance with the approved budget line item.
   9.2. The Contractor shall submit an invoice in a form satisfactory to the State by the twentieth (20th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
   9.3. The invoice must be completed, signed, dated and returned to the Department in order to initiate payment.
   9.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.

9.5. The final invoice shall be due to the State no later than forty (40) days after the contract Form P-37, Block 1.7 Completion Date.

9.6. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed toMelissa.Girard@dhhs.nh.gov.

9.7. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services, and in this Exhibit B.

10. Notwithstanding paragraph 18 of the Form P-37, General Provisions, an amendment limited to transfer the funds within the budget and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

11. The Contractor shall provide a final budget for State Fiscal Year 2021 no later than March 31, 2020 for Department approval, which shall be submitted for Governor and Executive Council approval no later than June 30, 2020.

New Hampshire Department of Health and Human Services

Contractor: WENTWORTH-DOUGLASS HOSPITAL

Budget Request for: Access and Delivery Hub for Opioid Use Disorder Services

Budget Period: SFY 20 (7/1/2019-6/30/2020)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 434,171.00	$ -	$ 434,171.00	$ -	$ -	$ -	$ 434,171.00	$ -	$ 434,171.00
2. Employee Benefits	$ 108,543.00	$ -	$ 108,543.00	$ -	$ -	$ -	$ 108,543.00	$ -	$ 108,543.00
3. Consultants	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000.00	$ -	$ 1,000.00
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000.00	$ -	$ 1,000.00
Repair and Maintenance	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000.00	$ -	$ 1,000.00
Purchase/Depreciation	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000.00	$ -	$ 1,000.00
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000.00	$ -	$ 1,000.00
Lab	$ 250.00	$ -	$ 250.00	$ -	$ -	$ -	$ 250.00	$ -	$ 250.00
Pharmacy	$ 250.00	$ -	$ 250.00	$ -	$ -	$ -	$ 250.00	$ -	$ 250.00
Medical	$ 250.00	$ -	$ 250.00	$ -	$ -	$ -	$ 250.00	$ -	$ 250.00
Office	$ 4,000.00	$ -	$ 4,000.00	$ -	$ -	$ -	$ 4,000.00	$ -	$ 4,000.00
6. Travel	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000.00	$ -	$ 1,000.00
7. Occupancy	$ 39,040.00	$ -	$ 39,040.00	$ -	$ -	$ -	$ 39,040.00	$ -	$ 39,040.00
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 4,000.00	$ -	$ 4,000.00	$ -	$ -	$ -	$ 4,000.00	$ -	$ 4,000.00
Postage	$ 100.00	$ -	$ 100.00	$ -	$ -	$ -	$ 100.00	$ -	$ 100.00
Subscriptions	$ 3,500.00	$ -	$ 3,500.00	$ -	$ -	$ -	$ 3,500.00	$ -	$ 3,500.00
Audit and Legal	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000.00	$ -	$ 1,000.00
Insurance	$ 7,000.00	$ -	$ 7,000.00	$ -	$ -	$ -	$ 7,000.00	$ -	$ 7,000.00
Board Expenses	$ 1,604.00	$ -	$ 1,604.00	$ -	$ -	$ -	$ 1,604.00	$ -	$ 1,604.00
9. Software	$ 14,000.00	$ -	$ 14,000.00	$ -	$ -	$ -	$ 14,000.00	$ -	$ 14,000.00
10. Marketing/Communications	$ 1,258.00	$ -	$ 1,258.00	$ -	$ -	$ -	$ 1,258.00	$ -	$ 1,258.00
11. Staff Education and Training	$ 12,750.00	$ -	$ 12,750.00	$ -	$ -	$ -	$ 12,750.00	$ -	$ 12,750.00
12. Subcontracts/Agreements	$ 10,000.00	$ -	$ 10,000.00	$ -	$ -	$ -	$ 10,000.00	$ -	$ 10,000.00
13. Other (Naloxone):	$ 437,074.00	$ -	$ 437,074.00	$ -	$ -	$ -	$ 437,074.00	$ -	$ 437,074.00
14. Other (Flex Funds):	$ 219,132.00	$ -	$ 219,132.00	$ -	$ -	$ -	$ 219,132.00	$ -	$ 219,132.00
15. Other (Corporate Support):	$ 80,000.00	$ -	$ 80,000.00	$ -	$ -	$ -	$ 80,000.00	$ -	$ 80,000.00
16. Shelter Respite Voucher Funds	$ 422,830.00	$ -	$ 422,830.00	$ -	$ -	$ -	$ 422,830.00	$ -	$ 422,830.00
TOTAL	$ 1,806,752.00	$ -	$ 1,806,752.00	$ -	$ -	$ -	$ 1,806,752.00	$ -	$ 1,806,752.00
Indirect As A Percent of Direct		0.0%							

Contractor Initials

Date 7/31/19

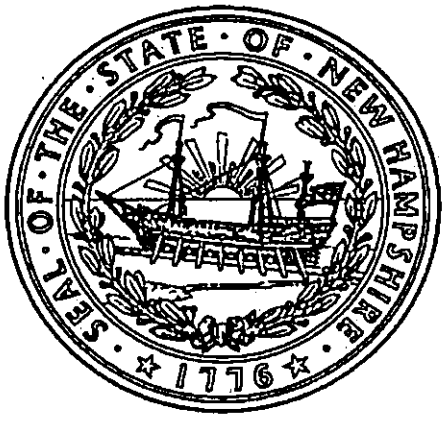
State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that WENTWORTH-DOUGLASS HOSPITAL is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on February 09, 1905. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **68727**

Certificate Number: **0004558140**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 31st day of July A.D. 2019.

William M. Gardner

Secretary of State

CERTIFICATE OF VOTE

I, Carol Bailey, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Wentworth-Douglass Hospital.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Trustees of

the Agency duly held on September 3, 2019:
(Date)

RESOLVED: That the President & CEO
(Title of Contract Signatory)

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 foregoing resolutions have not been amended or revoked, and remain in full force and effect as of

the 3 day of September 2019.
(Date Amendment Signed)

4. Gregory J. Walker is the duly elected President & CEO of the Agency.
(Name of Contract Signatory) (Title of Contract Signatory)

Carol A Bailey
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Strafford

The forgoing instrument was acknowledged before me this 3 day of Sept., 2019.

By Carol Bailey.
(Name of Elected Officer of the Agency)

Eleanor Laliberte
(Notary Public)

(NOTARY SEAL)

Commission Expires: 5/27/2020

ELEANOR LALIBERTE
MY COMMISSION EXPIRES MAY 27, 2020
NOTARY PUBLIC
NEW HAMPSHIRE

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/30/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of Massachusetts, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A: Safety National Casualty Corporation — 15105
INSURED Wentworth-Douglass Hospital 789 Central Avenue Dover, NH 03820	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES **CERTIFICATE NUMBER:** W12152797 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		SP 4059944	12/31/2018	12/31/2020	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 2,500,000
							E.L. DISEASE - EA EMPLOYEE	$ 2,500,000
							E.L. DISEASE - POLICY LIMIT	$ 2,500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

The State of NH, DHHS
129 Pleasant Street
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Julie M Powers

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/01/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of Massachusetts, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com
INSURED Wentworth-Douglass Hospital 789 Central Avenue Dover, NH 03820	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Safety National Casualty Corporation — 15105 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: W12224034 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Employers Liability			AGC4059931	01/01/2019	01/01/2020	Per Occurrence	$1,000,000
	Employers Liability						Aggregate	$1,000,000
	Self Insured Retention						Per Occurrence	$650,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

The State of NH, DHHS
129 Pleasant Street
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Julia M Powers

CONTROLLED RISK INSURANCE COMPANY OF VERMONT INC. (A Risk Retention Group)
Burlington, Vermont

Evidence of Insurance

STATE OF NEW HAMPSHIRE
DHHS, 129 PLEASANT STREET
CONCORD, NH 03301

Named Insured: THE MASSACHUSETTS GENERAL HOSPITAL **Date:** 11/18/2018

Coverage	**Limits of Liability**	
General Liability:	$5,000,000.00	each "Claim"
Policy Number:	MGH-CRICO-C-GLPL-1556-2019	
Policy Period:	01/01/2019 to 12/31/2019	

Special Provisions:
The insured named above is insured under the policy referenced out of Wentworth-Douglass Hospital's participation in a State Opioid Response Grant with the State of New Hampshire DHHS, 129 Pleasant Street, Concord, NH 03301. Coverage is subject to all the terms, conditions and exclusions of the CRICO policy.

Should the above described policy be canceled before the expiration date thereof, the "Company" will endeavor to mail 30 days written notice to the certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the "Company" or the Risk Management Foundation.

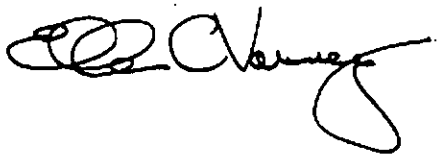
This Evidence of Insurance does not extend any rights to persons or entities who are not "Insured's" under the policy and neither affirmatively nor negatively amends, extends or alters the coverage afforded by the policy. It is furnished as a matter of information only, and is issued with the understanding that the rights and liabilities of the parties will be governed by the original policy.

NOTICE

"The policy pursuant to which this Evidence of Insurance is provided is issued by the "Insured's" risk retention group. The "Insured's" risk retention group may not be subject to all the insurance laws and regulations of your State. State insurance insolvency funds are not available for the "Insured's" risk retention group."

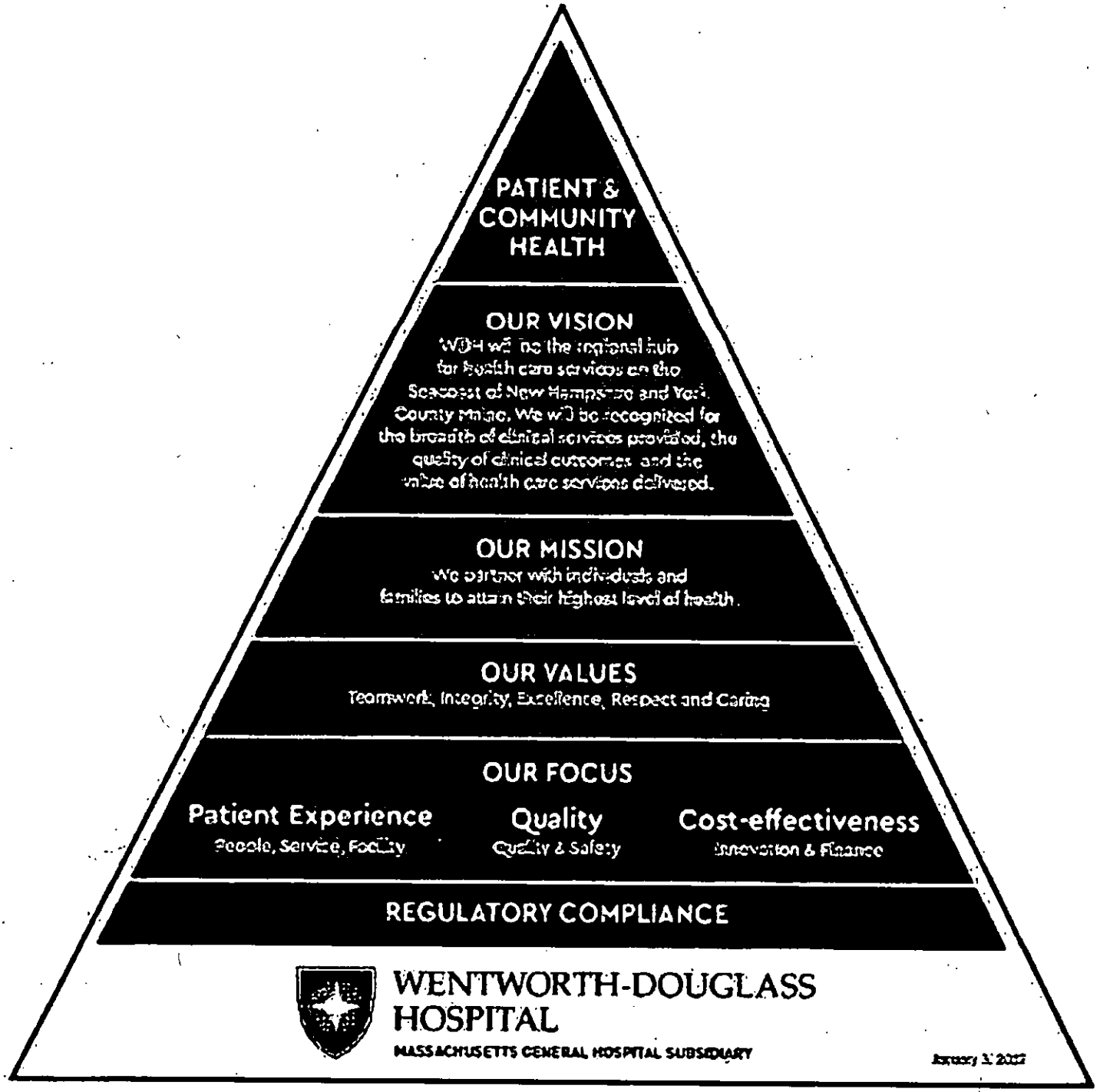
Terms appearing in quotation marks in the Evidence of Insurance shall have the same meaning as the definition of that

Controlled Risk Insurance Company of Vermont, Inc.
(A Risk Retention Group)



Duly Authorized Representative

Rev.01/01/2016


PATIENT & COMMUNITY HEALTH
OUR VISION
WDH will be the regional hub for health care services on the Seacoast of New Hampshire and York County Maine. We will be recognized for the breadth of clinical services provided, the quality of clinical outcomes and the value of health care services delivered.
OUR MISSION
We partner with individuals and families to attain their highest level of health.
OUR VALUES
Teamwork, Integrity, Excellence, Respect and Caring
OUR FOCUS
Patient Experience
People, Service, Facility
Quality
Quality & Safety
Cost-effectiveness
Innovation & Finance
REGULATORY COMPLIANCE
WENTWORTH-DOUGLASS HOSPITAL
MASSACHUSETTS GENERAL HOSPITAL SUBSIDIARY
January 1, 2022

Wentworth–Douglass

Patients' Bill of Rights

RSA 151:21

I. The patient shall be treated with consideration, respect, and full recognition of the patient's dignity and individuality, including privacy in treatment and personal care and including being informed of the name, licensure status, and staff position of all those with whom the patient has contact, pursuant to RSA 151:3–b.

II. The patient shall be fully informed of a patient's rights and responsibilities and of all procedures governing patient conduct and responsibilities. This information must be provided orally and in writing before or at admission, except for emergency admissions. Receipt of the information must be acknowledged by the patient in writing. When a patient lacks the capacity to make informed judgments, the signing must be by the person legally responsible for the patient.

III. The patient shall be fully informed in writing in language that the patient can understand, before or at the time of admission and as necessary during the patient's stay, of the facility's basic per diem rate and of those services included and not included in the basic per diem rate. A statement of services that are not normally covered by Medicare or Medicaid shall also be included in this disclosure.

IV. The patient shall be fully informed by a health care provider of his or her medical condition, health care needs, and diagnostic test results, including the manner by which such results will be provided and the expected time interval between testing and receiving results, unless medically inadvisable and so documented in the medical record, and shall be given the opportunity to participate in the planning of his or her total care and medical treatment, to refuse treatment, and to be involved in experimental research upon the patient's written consent only. For the purposes of this paragraph "health care providers" means any person, corporation, facility, or institution either licensed by this state or otherwise lawfully providing health care services, including, but not limited to, a physician, hospital or other health care facility, dentist, nurse, optometrist, podiatrist, physical therapist, or psychologist, and any officer, employee, or agent of such provider acting in the course and scope of employment or agency related to or supportive of health care services.

V. The patient shall be transferred or discharged after appropriate discharge planning only for medical reasons, for the patient's welfare or that of other patients, if the facility ceases to operate, or for nonpayment for the patient's stay, except as prohibited by Title XVIII or XIX of the Social Security Act. No patient shall be involuntarily discharged from a facility because the patient becomes eligible for Medicaid as a source of payment.

VI. The patient shall be encouraged and assisted throughout the patient's stay to exercise the patient's rights as a patient and citizen. The patient may voice grievances and recommend changes in policies and services to facility staff or outside representatives free from restraint, interference, coercion, discrimination, or reprisal.

VII. The patient shall be permitted to manage the patient's personal financial affairs. If the patient authorizes the facility in writing to assist in this management and the facility so consents, the assistance shall be carried out in accordance with the patient's rights under this subdivision and in conformance with state law and rules.

VIII. The patient shall be free from emotional, psychological, sexual and physical abuse and from exploitation, neglect, corporal punishment and involuntary seclusion.

IX. The patient shall be free from chemical and physical restraints except when they are authorized in writing by a physician for a specific and limited time necessary to protect the patient or others from injury. In an emergency, restraints may be authorized by the designated professional staff member in order to protect the patient or others from injury. The staff member must promptly report such action to the physician and document the same in the medical records.

X. The patient shall be ensured a confidential treatment of all information contained in the patients personal and clinical record, including that stored in an automatic data bank, and the patients written consent shall be required for the release of information to anyone not otherwise authorized by law to receive it. Medical information contained in the medical records at any facility licensed under this chapter shall be deemed to be the property of the patient. The patient shall be entitled to a copy of such records upon request. The charge for the copying of a patient's medical records shall not exceed $15 for the first 30 pages or $.50 per page, whichever is greater; provided, that copies of filmed records such as radiograms, x–rays, and sonograms shall be copied at a reasonable cost. The patient may be charged additional fees for copies of medical records to the extent permitted by New Hampshire law.

XI. The patient shall not be required to perform services for the facility. Where appropriate for therapeutic or diversional purposes and agreed to by the patient, such services may be included in a plan of care and treatment.

XII. The patient shall be free to communicate with, associate with, and meet privately with anyone, including family and resident groups, unless to do so would infringe upon the rights of other patients. The patient may send and receive unopened personal mail. The patient has the right to have regular access to the unmonitored use of a telephone.

XIII. The patient shall be free to participate in activities of any social, religious, and community groups, unless to do so would infringe upon the rights of other patients.

XIV. The patient shall be free to retain and use personal clothing and possessions as space permits, provided it does not infringe on the rights of other patients.

XV. The patient shall be entitled to privacy for visits and, if married, to share a room with his or her spouse if both are patients in the same facility and where both patients consent, unless it is medically contraindicated and so documented by a physician. The patient has the right to reside and receive services in the facility with responsible accommodation of individual needs and preferences, including choice of room and roommate, except when the health and safety of the individual or other patients would be endangered.

XVI. The patient shall not be denied appropriate care on the basis of race, religion, color, national origin, sex, age, disability, marital status, or source of payment, nor shall any such care be denied on account of the patients sexual orientation.

XVII. The patient shall be entitled to be treated by the patient's physician of choice, subject to reasonable rules and regulations of the facility regarding the facility's credentialing process.

XVIII. The patient shall be entitled to have the patient s parents, if a minor, or spouse, or next of kin, or a personal representative, if an adult, visit the facility, without restriction, if the patient is considered terminally ill by the physician responsible for the patient s care.

XIX. The patient shall be entitled to receive representatives of approved organizations as provided in RSA 151:28.

XX. The patient shall not be denied admission to the facility based on Medicaid as a source of payment when there is an available space in the facility.

XXI. Subject to the terms and conditions of the patient's insurance plan, the patient shall have access to any provider in his or her insurance plan network and referral to a provider or facility within such network shall not be unreasonably withheld pursuant to RSA 420–J:8, XIV.

You may file a grievance with the State of New Hampshire Department of Health & Human Services Office of Legal & Regulatory Services, Bureau of Health Facilities Administration, 129 Pleasant Street, Concord, NH 03301 Phone: (603) 271–9039 or toll free at (800) 852–3345 should you have any concern related to the rights listed above.

Additional Wentworth–Douglass Patient Rights

I. The patient shall have the right to appropriate assessment and management of pain.

II. The patient shall have the right to reasonable access to care.

III. The patient shall have the right to consideration of psychosocial, spiritual, and cultural variables that influence the perception of illness.

IV. The patient shall have the right to obtain information as to any relationship of the Hospital to other health care and educational institutions insofar as his/her care is concerned. The patient has the right to obtain information as to the existence of any professional relationships among individuals, by name, which are treating him/her. The patient has the right to ask and be informed of the existence of business relationships among the Hospital, educational institutions, other health care providers, or payers that may influence the patient's treatment and care.

V. The patient shall have the right to have an advance directive (such as a living will, health care proxy, or durable power of attorney for health care) concerning treatment or designating a surrogate decision maker with the expectation that the Hospital will honor the intent of that directive to the extent permitted by law and Hospital policy. Health care institutions must advise patients of their rights under state law and Hospital policy to make informed medical choices, ask if the patient has an advance directive, and include that information about Hospital policy that may limit its ability to implement fully a legally valid advance directive.

VI. The patient shall have the right to examine and receive an explanation of his/her bill regardless of source of payment.

VII. The patient shall be accorded impartial access to treatment or accommodations that are available or medically indicated, regardless of race, age, color, creed, gender, gender identity/expression, national origin, citizenship, physical or mental disability, religion, sexual orientation, socioeconomic status, language, or any other protected status pursuant to Federal and State laws within the limits of ethical practice, the law, and our capabilities.

PATIENT RESPONSIBILITIES

Patients, parents and guardians have the responsibility to:

- Provide accurate and complete information on health status
- Ask questions when information or instructions are not understood
- Follow recommended treatment plan
- Keep appointments
- Accept consequences for refusal of treatment
- Fulfill financial obligations for health care
- Respect the rights of other patients, hospital staff & property
- Recognize the effect of lifestyle on personal health
- Respect the hospital s non–smoking policy

If you have any questions concerning your rights or any part of your care, ask any staff member for assistance.

Patient and Family Relations

Patient and Family Relations strives to meet the needs and interests of each patient and their family. If you have a concern related to care or service that cannot be resolved with your health care team, or if you have a suggestion for improved services, please reach out to Wentworth–Douglass Hospital's Patient and Family Relations office. We will work with you and the care team to respond to your grievance. We can also answer questions you may have about hospital policies and procedures, assist with special requests, and provide general information. We appreciate you giving us the opportunity to be of assistance. Patient and Family Relations can be reached by calling **603–740–2823** (Mon – Fri 8am – 4:30pm), or ask to speak to the nursing supervisor after office hours. The grievance process is confidential and you may remain anonymous if you wish. Patient care will not be affected if you file a grievance.

Patients, Family, or Visitors who have concerns about safety or quality of care provided by Wentworth–Douglass may report these concerns to the Joint Commission at 800–994–6610.

WENTWORTH-DOUGLASS HOSPITAL

MASSACHUSETTS GENERAL HOSPITAL SUBSIDIARY

Patient Grievance Policy		**RI -07**	**Page 1 of 2**
Effective Date:	12-1-00	**Last Reviewed:**	05/09; 08/10; 06/11; 02/13; 09/13; 02/15; 03/17; 10/18
Function:	Patient Rights and Organizational Ethics (RI)	**Last Revised:**	08/10; 02/13; 09/13; 03/17; 10/18
		Next scheduled review date:	01/21
		Supersedes:	

Authorization:

CNO/VP Patient Care Services	President, Medical Staff
Chair, Patient Rights Committee	Director, Patient Experience

I. PURPOSE

To ensure timely response and resolution of patient grievances. To identify issues and improve performance through collaboration with quality management.

II. POLICY

It is the policy of Wentworth-Douglass Hospital to provide all patients access to a timely and effective grievance process. It is the policy of Wentworth-Douglass Hospital to make reasonable efforts to resolve patient grievances as quickly as possible.
The grievance process is in compliance with the Centers for Medicaid and Medicare Services (CMS) Conditions of Participation, the State of New Hampshire Patient's Bill of Rights and Wentworth-Douglass Hospital's Patient Rights and Responsibilities.

III. RESPONSIBILITY

All Wentworth-Douglass employees, volunteers, medical Staff appointees, and Licensed Independent Practitioners shall have knowledge of this policy.

IV. PROCEDURE (See Attachment)

V. DISTRIBUTION

This policy shall be distributed hospital-wide to all departments.

VI. FILING INSTRUCTIONS

This policy shall be filed in the **Patient Rights** section of the Wentworth-Douglass Hospital Policy Manual and online. It supersedes any and all previous policies issued relative to this subject.

DEFINITIONS

I. Complaint:

- Relatively minor requests (complaints) that would be solved by quick action. (i.e. housekeeping, dietary, parking services, etc)
- Issues solved by staff present or those who can quickly assist with resolution (i.e. nursing administration, department managers, patient representatives, etc.)
- Billing issues are not usually considered grievance for the purposes of this policy. However, a Medicare beneficiary complaint related to rights and limitations provided by 42 CFR §489 are considered a grievance
- Comments written on surveys
- Post-hospital visit verbal communications that would have been routinely handled by staff present if the communication had occurred during the stay/visit
- Attitude or behavioral issues not impacting the quality of care

II. Grievance:

- Verbal or written complaints (by letter, fax or email) regarding patient care provided, patient harm, abuse or neglect, or issues related to the hospital's compliance with the Condition of Participation (COP)
- Any complaint accompanied by a request for a written response from the hospital
- Verbal complaints that require extensive investigation and/or follow-up action for resolution

PROCEDURE

The board of trustees delegates responsibility for the operation of the grievance process to the Corporate Compliance Privacy and Security Oversight Committee (CCPSOC).

1. A grievance as defined by Wentworth-Douglass Hospital is a formal written or verbal grievance filed by an individual when a patient issue cannot be resolved promptly by staff present. (See "Definitions" above).
2. Billing issues are not considered grievances unless the complaint also contains elements addressing patient care or quality issues.
3. Wentworth-Douglass Hospital's Patient Rights and Responsibilities state the patient's right to voice concerns and file grievances. Wentworth-Douglass Hospital's Summary of Patient Rights and Responsibilities is posted throughout the hospital. Patients are offered a copy of these rights at registration.
4. Patients are informed upon admission of Patient and Family Relations and how to contact them. Through the Patient Experience Department, the patient or their representative is provided with the name and number of the state agency

to which grievances may be sent regardless of whether he/she has first used the hospital grievance process:

The State agency is:

State of New Hampshire
Department of Health & Human Services
Office of Legal & Regulatory Services, Bureau of Health Facilities Administration
129 Pleasant Street
Concord, NH 03301-3857
(603) 271-9039 or NH Toll-free (800) 852-3345

Patients are informed they may contact The Joint Commission of any concerns with care and are provided with the phone number and website address.

5. Individuals may file a grievance by contacting any hospital staff member or the Patient Experience Department.
6. Individuals filing a grievance will be contacted by either the Patient Experience Department or a member of the department in which the grievance originated. During the initial contact, specific information regarding the grievance will be documented.
7. If a member of the department where the grievance originated makes the first contact, the department member will contact the Patient Experience Department to coordinate the grievance process.
8. The review process will be explained. The individual will be notified in writing within 7 days of receipt of the grievance that the grievance has been resolved or the hospital is working to resolve the grievance.
9. Department Management (Director, Supervisor) in cooperation with the Patient Experience Department, Compliance, Quality and Risk Management staff is responsible for grievance review, investigation and resolution.
10. The Grievance Review Task Force, consisting of Patient Experience Department, Risk Management, Compliance, Quality, Fiscal and patient care staff meet on an as needed basis to review and make recommendations for complicated grievances.
11. Information obtained through the grievance investigation process is quality management information and thus protected by New Hampshire State Statute 151:13A. Protected information regarding resolution of the grievance shall not be divulged to the individual. If a concern arises about the precise information that may be disclosed to the individual, the Patient Experience staff will contact Risk and Compliance

12. If the grievance is physician related, follow-up and resolution occurs through the Physician Peer Review Process as per Medical Staff Bylaws.

13. The hospital will follow up with a written response within 30 days. The individual will receive notification if a delay occurs.

14. Upon resolution, the individual will be notified in writing of the review outcome, including the steps taken to investigate the grievance, the results, the date of completion of the process and the name of the hospital contact person. While the response may provide general information to address the grievance, the response will not include confidential information regarding disciplinary action or confidential peer review information

15. Aggregate grievance data, trends and recommendations for improvement are reported to the CCPSOC.

References:

CMS Conditions of Participation 482.13 (a) (2)
The Joint Commission RI 01.07.01;
State of New Hampshire Patient's Bill of Rights Statute 151:21
Quality Management Statute Addressing Protection of All Quality Investigations 151:13A
Medical Staff Bylaws

WENTWORTH-DOUGLASS HOSPITAL

MASSACHUSETTS GENERAL HOSPITAL SUBSIDIARY

Patient Grievance Policy		**RI -07**	**Page 1 of 2**
Effective Date:	12-1-00	**Last Reviewed:**	05/09; 08/10; 06/11; 02/13; 09/13; 02/15; 03/17; 10/18
Function:	Patient Rights and Organizational Ethics (RI)	**Last Revised:**	08/10; 02/13; 09/13; 03/17; 10/18
		Next scheduled review date:	01/21
		Supersedes:	

Authorization:

CNO/VP Patient Care Services	President, Medical Staff
Chair, Patient Rights Committee	Director, Patient Experience

I. PURPOSE

To ensure timely response and resolution of patient grievances. To identify issues and improve performance through collaboration with quality management.

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The grievance process is in compliance with the Centers for Medicaid and Medicare Services (CMS) Conditions of Participation, the State of New Hampshire Patient's Bill of Rights and Wentworth-Douglass Hospital's Patient Rights and Responsibilities.

III. RESPONSIBILITY

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IV. PROCEDURE (See Attachment)

V. DISTRIBUTION

This policy shall be distributed hospital-wide to all departments.

VI. FILING INSTRUCTIONS

This policy shall be filed in the **Patient Rights** section of the Wentworth-Douglass Hospital Policy Manual and online. It supersedes any and all previous policies issued relative to this subject.

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Medical Staff Bylaws

WENTWORTH-DOUGLASS HOSPITAL

MASSACHUSETTS GENERAL HOSPITAL SUBSIDIARY

Patient Rights and Responsibilities		**RI-11**	**Page 1 of 2**
Effective Date:	April 7, 1992	**Last Reviewed:**	05/08; 09/10; 10/11; 08/12; 07/14; 07/16; 08/18
Function:	Patient Rights and Organizational Ethics (RI)		
		Last Revised:	05/08; 09/10; 10/11; 07/14; 07/16; 08/18
		Next scheduled review date:	08/21
		Supersedes:	CR/PR-9; LD-01

Authorization:

CNO/VP, Patient Care Services	President/CEO
Chair, Patient Rights	Director of Patient Experience

I. PURPOSE:

To establish a comprehensive approach for protecting and supporting the rights of all patients, including neonates, children, adolescents, and their parents or guardians for Wentworth-Douglass Hospital (WDH) and its subsidiaries; Wentworth-Douglass Physician Corporation, Wentworth-Douglass Hospital & Health Foundation, and The Works Family Health & Fitness Center (collectively known as "Wentworth-Douglass").

II. POLICY:

It is the policy of Wentworth-Douglass Hospital that all employees to be familiar and adhere to this policy and procedure.

III. RESPONSIBILITY:

This policy applies to the Wentworth-Douglass Hospital workforce including:

A. **Employees** - have knowledge of contents of this policy and direct patients and visitors appropriately.

B. **Medical Staff** - are familiar with contents of this policy.

C. **Management Team** - inform employees of the existence of this policy.

D. **Patients** - sign consent stating they were offered a full copy of the Patient Rights and Responsibilities information provided by the check-in representative.

IV. PROCEDURE: (See attachment)

V. DISTRIBUTION
This policy shall be distributed hospital-wide

VI. FILING INSTRUCTIONS
This policy shall be filed in the **Patient Rights and Organizational Ethics** section of the WDH Policy Manual and online. It supersedes any and all previous policies issued relative to this subject.

It is the policy of Wentworth-Douglass Hospital (WDH) that:

A. Patients have rights, which are to be respected.

B. The patient shall be accorded impartial access to treatment or accommodations that are available or medically indicated, regardless of race, age, color, creed, gender, gender identity/expression, national origin, citizenship, physical or mental disability, religion, sexual orientation, socio-economic status, language or any other protected status pursuant to Federal and State laws within the limits of ethical practice the law, and our capabilities.

C. The patient has the right to considerate, respectful care at all times and under all circumstances, with the recognition of his personal dignity, individuality and cultural and religious beliefs.

D. The patient has the right, within the law, to personal and informational privacy, and to have his/her requests for information answered courteously, promptly and completely.

E. The patient has the right to participate in the consideration of ethical issues that may arise in the provision of his/her care.

F. The patient has the right to healthcare that considers clinical, emotional and psychological needs.

G. The patient has the right to pain management.

H. The patient has the right to accept or restrict visitors according to policy RI-16, Visitation.

PROCEDURE

A. Information will be offered to all patients regarding "Patient Rights and Responsibilities" at the time of check-in. The patient will sign the general consent for treatment acknowledging they have been offered the information.

B. The Statement of "Patient Rights and Responsibilities" will be posted in selected waiting areas. Patients may request a copy of the statement of "Patient Rights and Responsibilities" at any check-in location.

C. The Patient Experience Department will be available to provide assistance, as needed, to help patients understand this statement.

1. This assistance will include verbal explanations and consultations, as required.

2. The statement of "Patient Rights and Responsibilities" will also be available in Spanish and Indonesian. For other languages, interpreters may be required.

D. Statement of Patient Rights and Responsibilities - WDH is committed to the belief that medical care includes being treated with concern, respect, and a recognition of each person's dignity and individuality. We want patients to know their rights as a patient as well as responsibility to self, physician, and WDHS. We encourage patients to talk openly with those involved in the treatment process. The following basic rights and responsibilities support our philosophy.

E. Please see form 8241-31 to retrieve information regarding Patients' Bill of Rights.

F. Further Information - Questions regarding rights, responsibilities, or concerns regarding care, should be directed to the Patient Experience department by calling extension 2823.

WENTWORTH-DOUGLASS HOSPITAL

MASSACHUSETTS GENERAL HOSPITAL SUBSIDIARY

Patient Rights and Responsibilities		**RI-11**	**Page 1 of 2**
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C. The patient has the right to considerate, respectful care at all times and under all circumstances, with the recognition of his personal dignity, individuality and cultural and religious beliefs.

D. The patient has the right, within the law, to personal and informational privacy, and to have his/her requests for information answered courteously, promptly and completely.

E. The patient has the right to participate in the consideration of ethical issues that may arise in the provision of his/her care.

F. The patient has the right to healthcare that considers clinical, emotional and psychological needs.

G. The patient has the right to pain management.

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MGH and Affiliates
Consolidating Balance Sheet
September 30, 2018
(In Thousands)

	WDH	WDPC	WDHF	WDCHC	WD Elims	WD Combined	Other MGH Affiliates and Eliminations	TOTAL MGH
ASSETS								
Current assets								
Cash and equivalents	26,741	275	2,134	-	-	29,150	127,017	156,167
Investments	114,501	-	608	-	-	115,109	1,280,776	1,395,885
Current portion of investments limited as to use	77,891	-	-	-	-	77,891	523,775	601,666
Patient accounts receivable, net of allowance for bad debts	37,415	5,461	-	-	-	42,876	471,471	514,347
Research grants receivable	-	-	-	-	-	-	86,474	86,474
Other current assets	14,302	6,668	6	-	-	20,976	133,361	154,337
Receivable for settlements with third-party payers	-	-	-	-	-	-	30,094	30,094
Current portion of notes receivable from affiliates	-	-	-	-	-	-	25	25
Total current assets	270,850	12,404	2,748	-	-	286,002	2,652,993	2,938,995
Investments limited as to use, less current portion	17,725	-	6,967	-	-	24,692	2,528,139	2,552,831
Long-term investments	297	-	1,807	-	-	2,104	1,164,516	1,166,620
Net pledges and contributions receivable, less current portion	1,811	-	134	-	-	1,945	128,437	130,382
Property and equipment, net	224,192	2,586	4	-	-	226,782	2,608,244	2,835,026
Other assets	33,120	-	-	-	(14,956)	18,164	198,859	217,023
Notes receivable from affiliates, less current portion	-	-	-	-	-	-	183	183
Total assets	547,995	14,990	11,660	-	(14,956)	559,689	9,281,371	9,841,060
LIABILITIES AND NET ASSETS								
Current liabilities								
Current portion of notes payable to affiliates	2,357	-	-	-	-	2,357	106,584	108,941
Accounts payable and accrued expenses	18,495	1,119	8	-	-	19,622	120,246	139,868
Accrued employee compensation and benefits	24,050	7,739	-	-	-	31,789	327,867	359,656
Accrual for settlements with third-party payers	2,640	-	-	-	-	2,640	26,644	29,284
Unexpended funds on research grants	-	-	-	-	-	-	90,257	90,257
Due to affiliates	-	-	-	-	-	-	48,351	48,351
Total current liabilities	47,542	8,858	8	-	-	56,408	719,949	776,357
Other liabilities								
Accrued professional liability	3,835	-	-	-	-	3,835	226,931	230,766
Accrued employee benefits	-	-	-	-	-	-	482,507	482,507
Accrued other	18,832	-	-	-	-	18,832	37,068	55,900
	22,667	-	-	-	-	22,667	746,506	769,173
Long-term obligations, less current portion	26	-	-	-	-	26	(829)	(803)
Notes payable to affiliates, less current portion	101,602	-	-	-	-	101,602	1,226,475	1,328,077
Total liabilities	171,837	8,858	8	-	-	180,703	2,692,101	2,872,804
Net assets								
Unrestricted	374,085	6,132	8,824	-	(14,956)	374,085	5,177,621	5,551,706
Temporarily restricted	973	-	1,316	-	-	2,289	846,183	848,472
Permanently restricted	1,100	-	1,512	-	-	2,612	565,466	568,078
Total net assets	376,158	6,132	11,652	-	(14,956)	378,986	6,589,270	6,968,256
Total liabilities and net assets	547,995	14,990	11,660	-	(14,956)	559,689	9,281,371	9,841,060

Note: Certain amounts have been rounded to the nearest thousand.

MGH and Affiliates
Consolidating Statements of Operations
September 30, 2018
(In Thousands)

	WDH	WDPC	WDHF	WDCHC	WD Elims	WD Combined	Other MGH Affiliates and Eliminations	TOTAL MGH
Operating revenue								
Net patient service revenue, net of provision for bad debts	343,619	41,613	-	-	-	385,232	4,220,985	4,606,217
Direct academic and research revenue	-	-	-	-	-	-	855,474	855,474
Indirect academic and research revenue	-	-	-	-	-	-	239,871	239,871
Other revenue	14,295	1,536	-	-	(2,489)	13,342	390,341	403,683
Total operating revenue	357,914	43,149	-	-	(2,489)	398,574	5,706,671	6,105,245
Operating expenses								
Employee compensation and benefit expenses	155,235	64,360	-	-	-	219,595	2,748,964	2,968,559
Supplies and other expenses	116,958	17,277	-	-	(2,438)	131,797	1,523,388	1,655,185
Direct academic and research expenses	-	-	-	-	-	-	855,474	855,474
Depreciation and amortization expenses	19,283	1,746	-	-	-	21,029	278,383	299,412
Interest expense	4,929	-	-	-	(51)	4,878	47,961	52,839
Total operating expenses	296,405	83,383	-	-	(2,489)	377,299	5,454,170	5,831,469
Income (loss) from operations	61,509	(40,234)	-	-	-	21,275	252,501	273,776
Nonoperating gains (expenses)								
Income from investments	10,011	-	601	-	-	10,612	149,429	160,041
Change in fair value of interest rate swaps	503	-	-	-	-	503	-	503
Gifts and other, net of fundraising and other expenses	(44,711)	(1,095)	(601)	-	41,329	(5,078)	(41,273)	(46,351)
Academic and research gifts, net of expenses	-	-	-	-	-	-	67,608	67,608
System development funding	-	-	-	-	-	-	(70,271)	(70,271)
Total nonoperating gains (expenses), net	(34,197)	(1,095)	-	-	41,329	6,037	105,493	111,530
Excess (deficit) of revenues over expenses	27,312	(41,329)	-	-	41,329	27,312	357,994	385,306
Other changes in net assets:								
Funds utilized for property and equipment	-	-	-	-	-	-	19,538	19,538
Change in funded status of defined benefit plans	-	-	-	-	-	-	293,899	293,899
Transfers (to)/from affiliates	1,797	47,553	1,508	(6,403)	(42,658)	1,797	(54,711)	(52,914)
Increase (decrease) in unrestricted net assets	29,109	6,224	1,508	(6,403)	(1,329)	29,109	616,720	645,829

Note: Certain amounts have been rounded to the nearest thousand.

WENTWORTH-DOUGLASS HOSPITAL
MASSACHUSETTS GENERAL HOSPITAL SUBSIDIARY

Wentworth-Douglass Hospital
Board of Trustees
August 2019

TRUSTEE	POSITION ON BOARD	PROFESSIONAL ASSOCIATION
Carol Bailey	Madame Chairman	Internal Auditor Piscataqua Savings Bank
John Salmon	Vice Chairman	Retired – Former Assistant Treasurer Liberty Mutual
James Brannen	Treasurer	President Federal Savings Bank
Atty. Michael Bolduc	Secretary	Lawyer Wyskiel, Boc, Tillinghast & Bolduc
Dr. Marcela del Carmen	Trustee	Chief Medical Officer Mass General Physicians Organization
Dr. Peter Dirksmeier	Trustee	Seacoast Orthopedics and Sports Medicine
Roger Hamel	Immediate Past Chairman	Retired – Former Partner & Accountant Leone, McDonnell & Roberts
Jim Heffernan	Trustee	Senior VP and Treasurer Mass General Physicians Organization
Tony James	Trustee	Senior Vice President Network Development and Integration Mass General Hospital
Anne Jamieson	Trustee	Adjunct Faculty, Dept. of Health, Management & Policy University of New Hampshire
Dr. Anne Kalter	Trustee	Gynecology & Infertility Associates
Dr. Terri Lally	Medical Staff President	Dover Pediatrics
Ingo Roemer	Trustee	Senior Consultant Sadhana Consulting
Dr. Andrew Warshaw	Trustee	Senior Consultant International and Regional Clinical Relations Mass General Hospital and Partners HealthCare

Peter Y. Fifield Ed D., LCMHC, MLADC

Relative Work
Experience Manager of Integrated Behavioral Health Services
Integrated Behavioral Health Specialist
Families First Health and Support Center 2012-Present 2008-2012 Portsmouth, NH

- Manager of all integration and collaborative services including mental health and substance abuse assessment and treatment, nutrition, care coordination, home visiting and other social services in an urban FQHC
- Responsible for startup of Integrated Behavioral Health program including creation of all operational, financial and clinical protocols
- Consulting member for local and regional integration projects regarding integrated care for clients of all ages
- Counseling therapist for low income individuals utilizing a wide range of therapeutic assessments and interventions for clients of all ages living with mental health and substance abuse disorders
- Member of Trauma Informed Care Integration Steering Committee
- Supervisor for all Behavioral Health and Home Visiting staff
- Member of regional collaborative network including local and regional hospitals, community mental health, specialty care and social services

Adjunct Faculty 2015-Present
University of New England Portland, ME

- Advisor for Doctoral cohort within the Education Department
- Provided direct feedback and advice to students regarding doctoral dissertation process
- Consulted directly with other UNE faculty, IRB members, and student affiliates regarding all phases of the dissertation process

Adjunct Faculty 2012-2016
University of MA Medical School-Center for Integrated Primary Care Worchester, MA

- Design and instruction of an online, interactive Motivational Interviewing class for university students

Adjunct Faculty 2012-2014
New England College Henniker, NH

- Design and implementation of graduate level class on integrated primary care behavioral health
- Instruction of graduate students including lecture, grading, curriculum design and administrative duties
- Instructor of integrated care therapeutic approaches, billing and systems design, philosophy of care, and multidisciplinary communication models

Integrated Behavioral Health Specialist
Summit Community Care Clinic 2006-2008
Frisco, CO

- Behavioral therapist for low income individuals living with mental health and substance abuse disorders; utilizing a range of therapies including Motivational Interviewing, Solution Focused, Cognitive Behavioral and Acceptance Commitment Therapy
- Project head for the design and implementation of the integrated care operation flow and client data base for the National Council for Community Behavioral Healthcare Project
- Collaborative member of a qualitative data collection and analysis team for the National Council for Community Behavioral Healthcare Project

Mental Health and Substance Abuse Therapist
Colorado West Mental Health

- Provide diagnostic evaluation, assessment and mental health counseling for adolescents and adults seeking individual and group treatment
- Substance Abuse and DUI Intake Assessment Coordinator
- Group counselor for Colorado Outpatient Eagle Summit (COPES) substance dependence group therapy
- On-Call Emergency Mental Health Services Therapist
- Member of Summit Community Connections Integration Program

2006-2008 Frisco, CO

Operations Manager, Experiential Educator, Facilitator 1998-2006
Breckenridge Outdoor Education Center Breckenridge, CO

- Manager of plant, property and equipment for wilderness therapy facility, interns and wilderness staff
- Facilitator of wilderness therapy sessions with children and adults of all abilities including trauma survivors, individuals living with physical and mental disabilities, veterans and adjudicated youth
- Team Building Facilitator for Professional Challenge Program leading groups such as; The National Guard, Veterans Association, Denver Police Department, U.S. Ski and Swim Teams etc.

Education Ed.D: Educational Leadership
University of New England

Non-Matriculated Student
Rivier University

M.S. In Counseling Psychology
University of West Alabama 2012-2015 Biddeford, ME

2009-2010 Nashua, NH

2005-2008
Livingston, AL

B.S. Kinesiology; Experiential/Outdoor Education
University of New Hampshire

1994-1998
Durham, NH
Professional Motivational Interviewing for Health Behavior Change (2014-2018). Harvard Presentation Institute of Lifestyle Medicine, Boston, MA.

Medication Assisted Treatment: Integrated Care for Patients Living with Substance Use Disorders. (2016). Collaborative Family Healthcare Association, Charlotte, NC.

What is Next? Advancing Healthcare from Provider-Centered to Patient-Centered to Family-Centered. (2014). Collaborative Family Healthcare Association Washington, DC.

Integration of Smoking Cessation Protocols in Primary Care Using
QuitWorks New Hampshire (2012). New Hampshire Health Association, Concord NH.

Patient-Centered Asthma Care: Making What we Know Works Operational—EMR Track Examples from the Field (2012). NH Asthma Conference, Concord, NH.

Navigating the Legal and ethical Foundations of Informed Consent and Confidentiality in Integrated Care (2012). Collaborative Family Healthcare Association, Austin TX.

Reducing Tobacco Use in New Hampshire: An Opportunity to Integrate the Work of Primary Care, Public Health, Oral Health and Behavioral Health (2012). New Hampshire Public Health Forum, Concord, NH.

Best Practices for Informed Consent and Confidentiality in Integrated Behavioral Health Setting: Results of a Standardized Survey of Experts and Practitioners (2011). Collaborative Family Healthcare Association, Philadelphia, PA.

Smoking Cessation Interventions and Treatment in the Primary Care Setting (2011). New Hampshire WIC Conference, Concord, NH.

Hard but not Impossible: Institutionalizing Ask, Assist and Refer to QuitWorks-into Primary Care (2011). New Hampshire Chronic Disease Conference, Concord, NH.

H.I.T. or MIS? Best Practices for Collaboration in a Health Information Technology Environment (2010). Collaborative Family Healthcare Association, Louisville, KY.

Data Blitz (2010). Collaborative Family Healthcare Association, Louisville, KY.

Helping Mental Health Practitioners Integrate into the Primary Care Setting (2008), West Slope Casa Psychiatry Symposium, Glenwood Springs, CO.

Integrated Care in Summit County, Colorado (2008). Invited presentation at the Second National Learning Congress of the National Council for Community Behavioral Healthcare, Primary Care Mental Health Integration Project, Washington, DC.

Professional
Publications Integrated Care in Summit County, CO (2007). Invited presentation at the Second National Learning Congress of the National Council for Community Behavioral Healthcare, Primary Care Mental Health Integration Project, Chicago, IL.

Fifield, P., Suzuki, J., Minski, S., Carty, J. (2018). Motivational Interviewing and Behavioral Change. In Lifestyle Medicine. Manuscript in preparation.

Hudgins, C., Rose, S., Fifield, P., & Arnault, S. (2014). The ethics of integration: Where policy and practice collide. In Medical Family Therapy: Advanced applications (pp. 381-402). New York, NY: Springer.

Hudgins, C., Rose, S., Fifield, P., & Arnault, S. (2013). Navigating the legal and ethical foundations of informed consent and confidentiality in integrated care. Family, Systems & Health: The Journal of Collaborative Family Healthcare, Special Edition.

Reitz, R., Common, K., Fifield, P., & Stiasny, E. (2011). Collaboration in the presence of an electronic health record. Families, Systems, & Health: The Journal of Collaborative Family Healthcare , 30 (1), 72-80.

Reitz, R., Fifield, P., & Whistler, P. (2011). Integrating a Behavioral Health Consultant into your practice. Family Practice Management , 18 (1), 18-21.

Fifield, P. (2010). Book Review: Behavioral consultation and primary care: A guide to integrating services. Families, Systems, & Health: The Journal of Collaborative Family Healthcare , 28 (1), pp. 72-73.

License and Certifications
Licensed Clinical Mental Health Counselor: State of New Hampshire—2010-Present

Master Licensed Alcohol and Drug Counselor: State of New Hampshire—2012-Present

Motivational Interviewing Network of Trainers: Member/Trainer—2011-Present

Crisis Prevention Institute: Nonviolent De-escalation Trainer

Certified Prime For Life Instructor: Prime For Life Training—2015

Critical Incident Stress Management: Group and Individual Certified--2008

Professional
Affiliations
Collaborative Family Healthcare Association; Member—Membership and IT Committees & Former Editing Manager CFHA Blog

Family Medicine Education Consortium; Member

International Society for Traumatic Stress Studies; Member

American Mental Health Counselors Association; Member

The New Hampshire Mental Health Counselors Association; Member

Community
Involvement Kittery Soccer Club Board of Directors- 2017-present

Town of Kittery Maine: Kittery Travel Soccer U9-U12 Soccer Coach, U10 Baseball Coach, U9 Lacrosse Coach-2014-Present

Kittery Civil Rights Advocates: 2017-Present

Integrated Delivery Network Region 6: Integrated Care Clinical Advisory Team Member, 2016-Present

Disaster Behavioral Health Response Team: Volunteer Response Team member, 2012-Present

Seacoast Care Collaborative: Special Committee on Community Care Coordination, 2012-2014

Seacoast Integrated Network of Care, Rockingham County New Hampshire; Steering Committee Member, 2008-2012

New Hampshire Integrated Primary Care Learning Collaborative; Member, 2008-Present

Veterans of Foreign Wars and American Legion Local Chapter; Member, 2004-Present

Other Research Experience

Assessment and integration of Trauma Informed Care concepts within an urban FQHC, 2016-Present

Assessment of Relational Coordination factors in medical teams and the outcomes on activation levels in patients with chronic illness, 2013-2016

Integrated Care Effects on Hypertensive Patient's BioPsyhoSocial Indicators in a Primary Care Setting, 2012-2014

Families First Health and Support Center and Antioch New England: Community Based Participatory Research Integrated Healthcare Outcomes Project, 2008-2011

Qualitative Delphi Study on Health Information Technology use and HIPAA in the Collaborative Healthcare Setting, 2010 - 2011

Summit Community Care Clinic and The National Community Council for Behavioral Health: Collaborative for Integrated Care Improvement, 2007-2008

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Peter Fifield (start date 11-19-2018)	Program Manager (administrative and clinical responsibilities)	$94,225	100%	$94,225

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

BUREAU OF DRUG AND ALCOHOL SERVICES

Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

105 PLEASANT STREET, CONCORD, NH 03301
603-271-6110 1-800-852-3345 Ext. 6738
Fax: 603-271-6105 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

October 17, 2018

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, Bureau of Drug and Alcohol Services, to enter into **sole source** agreements with the eight (8) vendors listed below, in an amount not to exceed $16,606,487, to develop, implement and operationalize a statewide network of Regional Hubs for opioid use disorder treatment and recovery support services, effective upon date of Governor and Council approval, through September 29, 2020. Federal Funds 100%.

Vendor Name	Vendor ID	Vendor Address	Amount
Androscoggin Valley Hospital, Inc.	TBD	59 Page Hill Rd. Berlin, NH 03570	$1,559,611
Concord Hospital, Inc.	177653-B003	250 Pleasant St. Concord, NH, 03301	$1,845,257
Granite Pathways	228900-B001	10 Ferry St, Ste. 308, Concord, NH, 03301	$5,008,703
Littleton Regional Hospital	TBD	600 St. Johnsbury Road Littleton. NH 03561	$1,572,101
LRGHealthcare	TBD	80 Highland St. Laconia, NH 003246	$1,593,000
Mary Hitchcock Memorial Hospital	177651-B001	One Medical Center Drive Lebanon, NH 03756	$1,543,788
The Cheshire Medical Center	155405-B001	580 Court St. Keene, NH 03431	$1,593,611
Wentworth-Douglass Hospital	TBD	789 Central Ave. Dover, NH 03820	$1,890,416
		Total	**$16,606,487**

Funds are available in the following account(s) for State Fiscal Year (SFY) 2019, and are anticipated to be available in SFY 2020 and SFY 2021, upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval from the Governor and Executive Council.

05-95-92-920510-7040 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG & ALCOHOL SERVICES, STATE OPIOID RESPONSE GRANT

Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
SFY 2019	102-500731	Contracts for Prog Svc	92057040	$8,281,704
SFY 2020	102-500731	Contracts for Prog Svc	92057040	$7,992,783
SFY 2021	102-500731	Contracts for Prog Svc	92057040	$0
			Sub-Total	***$16,274,487***

05-95-92-920510-2559 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG & ALCOHOL SERVICES, OPIOID STR GRANT

Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
SFY 2019	102-500731	Contracts for Prog Svc	92052561	$332,000
SFY 2020	102-500731	Contracts for Prog Svc	92052561	$0
SFY 2021	102-500731	Contracts for Prog Svc	92052561	$0
			Sub-Total	***$332,000***
			Grand Total	**$16,606,487**

EXPLANATION

This request is **sole source** because the Department is seeking to restructure its service delivery system in order for individuals to have more rapid access to opioid use disorder (OUD) services. The vendors above have been identified as organizations for this scope of work based on their existing roles as critical access points for other health services, existing partnerships with key community-based providers, and the administrative infrastructure necessary to meet the Department's expectations for the service restructure.. Presently, the Department funds a separate contract with Granite Pathways through December 31, 2018 for Regional Access Points, which provide screening and referral services to individuals seeking help with substance use disorders. The Department is seeking to re-align this service into a streamlined and standardized approach as part of the State Opioid Response (SOR) grant, as awarded by the Substance Abuse and Mental Health Services Administration (SAMHSA). With this funding opportunity, New Hampshire will use evidence-based methods to expand treatment, recovery, and prevention services to individuals with OUD in NH. The establishment of nine (9) Regional Hubs (hereafter referred to as Hubs) is critical to the Department's plan.

The Hubs will ensure that every resident in NH has access to SUD treatment and recovery services in person during the week, along with 24/7 telephonic services for screening, assessment, and evaluations for substance use disorders. The statewide telephone coverage will be accomplished

evaluations for substance use disorders. The statewide telephone coverage will be accomplished through a collaborative effort among all of the Hubs for overnight and weekend access to a clinician, which will be presented to the Governor and Executive Council at the November meeting. The Hubs will be situated to ensure that no one in NH has to travel more than sixty (60) minutes to access their Hub and initiate services. The vendors will be responsible for providing screening, evaluation, closed loop referrals, and care coordination for clients along the continuum of care.

In the cities of Manchester and Nashua, given the maturity of the Safe Stations programs as access points in those regions, Granite Pathways, the existing Regional Access Point contractor, was selected to operate the Hubs in those areas to ensure alignment with models consistent with ongoing Safe Station's operations. To maintain fidelity to existing Safe Stations operations, Granite Pathways will have extended hours of on-site coverage from 8am-11pm on weekdays and 11am-11pm on weekends.

The Hubs will receive referrals for OUD services through a new contract with the crisis call center (2-1-1 NH) operated by Granite United Way and through existing referral networks. Consumers and providers will also be able to directly contact their local Hub for services. The Hubs will refer clients to services for all American Society of Addiction Medicine (ASAM) levels of care. This approach eliminates consumer confusion caused by multiple access points to services and ensures that individuals who present for help with OUD are receiving assistance immediately.

Funds for each Hub were determined based on a variety of factors, including historical client data from Medicaid claims and State-funded treatment services based on client address, naloxone administration and distribution data, and hospital admissions for overdose events. Funds in these agreements will be used to establish the necessary infrastructure for Statewide Hub access and to pay for naloxone purchase and distribution. The vendors will also have a flexible needs fund for providers to access for OUD clients in need of financial assistance for services and items such as transportation, childcare, or medication co-pays not otherwise covered by another payer.

Unique to this service redesign is a robust level of client-specific data that will be available. The SOR grant requires that all individual served receive a comprehensive assessment at several time intervals, specifically at intake, three (3) months, six (6) months and upon discharge. Through care coordination efforts, the Regional Hubs will be responsible for gathering data on items including, but not limited to recovery status, criminal justice involvement, employment, and housing needs at the time intervals listed above. This data will enable the Department to measure short and long-term outcomes associated with SOR-funded initiatives and to determine which programs are generating the best results for the clients served.

As referenced in Exhibit C-1 of this contract, the Department has the option to extend contracted services for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2019, and the Department shall not be liable for any payments for services provided after June 30, 2019, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2020-2021 and SFY 2022-2023 biennia.

Should Governor and Executive Council not authorize this request, individuals seeking help for OUD in NH may experience difficulty navigating a complex system, may not receive the supports and clinical services they need, and may experience delays in receiving care.

Area served: Statewide

Source of Funds: 100% Federal Funds from the Substance Abuse and Mental Health Services Administration. CFDA # 93.788, FAIN #H79TI081685 and FAIN #TI080246.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

Katja S. Fox
Director

Approved by:

Jeffrey A. Meyers
Commissioner

05-95-92-920510-7040 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV OF, BUREAU OF DRUG & ALCOHOL SERVICES, STATE OPIOID RESPONSE GRANT			
100% Federal Funds			
Activity Code: 92057040			
Androscoggin Valley Hospital, Inc			
Vendor # TBD			
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**
2019	Contracts for Prog Svs	102-500731	$ 805,133.00
2020	Contracts for Prog Svs	102-500731	$ 738,478.00
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			**$ 1,543,611.00**
Concord Hospital, Inc			
Vendor # 177653-B003			
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**
2019	Contracts for Prog Svs	102-500731	$ 947,662.00
2020	Contracts for Prog Svs	102-500731	$ 897,595.00
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			**$ 1,845,257.00**
Granite Pathways			
Vendor # 228900-B001			
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**
2019	Contracts for Prog Svs	102-500731	$ 2,380,444.00
2020	Contracts for Prog Svs	102-500731	$ 2,328,259.00
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			**$ 4,708,703.00**
Littleton Regional Hospital			
Vendor # TBD			
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**
2019	Contracts for Prog Svs	102-500731	$ 815,000.00
2020	Contracts for Prog Svs	102-500731	$ 741,101.00
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			**$ 1,556,101.00**
LRGHealthcare			
Vendor # TBD			
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**
2019	Contracts for Prog Svs	102-500731	$ 820,000.00
2020	Contracts for Prog Svs	102-500731	$ 773,000.00
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			**$ 1,593,000.00**

Mary Hitchcock Memorial Hospital			
Vendor # 177651-B001			
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**
2019	Contracts for Prog Svs	102-500731	$ 730,632.00
2020	Contracts for Prog Svs	102-500731	$ 813,156.00
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			**$ 1,543,788.00**
The Cheshire Medical Center			
Vendor # 155405-B001			
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**
2019	Contracts for Prog Svs	102-500731	$ 820,133.00
2020	Contracts for Prog Svs	102-500731	$ 773,478.00
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			**$ 1,593,611.00**
Wentworth-Douglas Hospital			
Vendor # 157797			
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**
2019	Contracts for Prog Svs	102-500731	$ 962,700.00
2020	Contracts for Prog Svs	102-500731	$ 927,716.00
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			**$ 1,890,416.00**

SUB TOTAL			**$ 16,274,487.00**

05-95-92-920510-2559 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV OF, BUREAU OF DRUG & ALCOHOL SERVICES, OPIOID STR GRANT			
100% Federal Funds			
Activity Code: 92052561			
Androscoggin Valley Hospital, Inc			
Vendor # TBD			
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**
2019	Contracts for Prog Svs	102-500731	$ 16,000.00
2020	Contracts for Prog Svs	102-500731	$ -
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			**$ 16,000.00**
Concord Hospital, Inc			
Vendor # 177653-B003			
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**
2019	Contracts for Prog Svs	102-500731	$ -
2020	Contracts for Prog Svs	102-500731	$ -
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			**$ -**

Granite Pathways			
Vendor # 228900-B001			
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**
2019	Contracts for Prog Svs	102-500731	$ 300,000.00
2020	Contracts for Prog Svs	102-500731	$ -
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			**$ 300,000.00**
Littleton Regional Hospital			
Vendor # TBD			
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**
2019	Contracts for Prog Svs	102-500731	$ 16,000.00
2020	Contracts for Prog Svs	102-500731	$ -
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			**$ 16,000.00**
LRGHealthcare			
Vendor # TBD			
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**
2019	Contracts for Prog Svs	102-500731	$ -
2020	Contracts for Prog Svs	102-500731	$ -
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			**$ -**
Mary Hitchcock Memorial Hospital			
Vendor # 177651-B001			
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**
2019	Contracts for Prog Svs	102-500731	$ -
2020	Contracts for Prog Svs	102-500731	$ -
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			**$ -**
The Cheshire Medical Center			
Vendor # 155405-B001			
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**
2019	Contracts for Prog Svs	102-500731	$ -
2020	Contracts for Prog Svs	102-500731	$ -
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			**$ -**
Wentworth-Douglas Hospital			
Vendor # 157797			
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**
2019	Contracts for Prog Svs	102-500731	$ -
2020	Contracts for Prog Svs	102-500731	$ -
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			**$ -**
SUB TOTAL			**$ 332,000.00**

TOTAL	**$ 16,606,487.00**

FORM NUMBER P-37 (version 5/8/15)

Subject: Access and Delivery Hub for Opioid Use Disorder Services (SS-2019-BDAS-05-ACCES-08)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name WENTWORTH-DOUGLASS HOSPITAL		1.4 Contractor Address 789 Central Avenue, Dover, NH, 03820	
1.5 Contractor Phone Number (603) 742-5252	1.6 Account Number 05-95-92-7040-500731	1.7 Completion Date September 29, 2020	1.8 Price Limitation $1,890,416
1.9 Contracting Officer for State Agency Nathan D. White Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory GREGORY J. WALKER PRESIDENT & CEO	

1.13 Acknowledgement: State of New Hampshire County of Strafford

On October 18, 2018, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace [Seal]

JACQUELINE L. ESTABROOK, Notary Public
My Commission Expires September 13, 2022

1.13.2 Name and Title of Notary or Justice of the Peace
Jacqueline L. Estabrook

1.14 State Agency Signature Date: 10/19/18	1.15 Name and Title of State Agency Signatory Katja S Fox, Director
1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:	Director, On:
1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By:	On: 10/19/18
1.18 Approval by the Governor and Executive Council *(if applicable)* By:	On:

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials
Date 10/18/12

Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Contractor Initials
Date 10/18/12

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation").*

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials MC
Date 10/19/17

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. For the purposes of this contract, the Contractor shall be identified as a subrecipient, in accordance with 2 CFR 200.0. *et seq.*

1.4. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after September 29, 2020, and the Department shall not be liable for any payments for services provided after September 29, 2020, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2020-2021 and SFY 2022-2023 biennia.

2. Scope of Work

2.1. The Contractor will develop, implement and operationalize a Regional Hub for substance use disorder treatment and recovery support service access (Hub).

2.2. The Contractor shall provide residents in the Dover Region with access to referrals to substance use disorder treatment and recovery support services and other health and social services.

2.3. The Contractor shall participate in technical assistance, guidance, and oversight activities directed by the Department for implementation of Hub services.

2.4. The Contractor shall have the Hub operational by January 1, 2019 unless an alternative timeline has been approved prior to that date by the Department.

2.5. The Contractor shall collaborate with the Department to develop a plan no later than July 1, 2019 for the resources, timeline and infrastructure requirements to develop and maintain a centralized referral database of substance use disorder and mental health treatment providers.

2.5.1. The database shall include the real-time availability of services and providers to ensure rapid placement into appropriate levels of care for Hub clients which the Hub will update daily, at a minimum.

2.5.2. The data and the centralized database shall be the property of the Department.

2.6. The Contractor shall operationalize the use of the centralized database at a date agreed upon between the Department and the Contractor based on securing the resource needs identified in 2.5.

2.7. The Contractor shall collaborate with the Department to assess the Contractor's level of readiness, capacity and additional resource needs required to expand Hub services in-house to include, but not be limited to:

2.7.1.1. Medication assisted treatment induction at emergency rooms and facilitated coordination with ongoing hub care coordination inclusive of the core principles of the Medication First Model.

2.7.1.2. Outpatient and inpatient substance use disorder services, in accordance with ASAM.

2.7.1.3. Coordinating overnight placement for Hub clients engaged in Hub services between the hours of 5 pm to 8 am in need of a safe location while awaiting treatment placement the following business day.

2.7.1.4. Expanding populations for Hub core services.

2.8. The Contractor shall collaborate with the Department to identify gaps in financial and staffing resources throughout the contract period.

2.9. The Contractor, either alone or in collaboration with other Hubs, shall ensure formalized coordination with 2-1-1 NH as the public facing telephone service for all Hub service access. This coordination shall include:

2.9.1. Establishing an MOU with 2-1-1 NH which defines the workflows to coordinate 2-1-1 NH calls and Hub activities including the following workflow:

2.9.1.1. Individuals seeking substance use disorder treatment services will call 2-1-1 NH;

2.9.1.2. If an individual is seeking information only, 2-1-1 NH staff will provide that information;

2.9.1.3. If an individual is in an SUD related crisis and wants to speak with a licensed counselor and/or is seeking assistance with accessing treatment services, 2-1-1 NH staff will transfer the caller to the Hub or on-call Hub clinician.

2.9.2. The MOU with 2-1-1 NH shall include a process for bi-directional information sharing of updated referral resource databases to ensure that each entity has recently updated referral information.

2.10. The Contractor shall establish formalized agreements for coordination of services and case management services provided by Integrated Delivery Networks (IDNs) to reduce duplication of services and leverage existing integrated care projects in their region.

2.11. The Contractor with the assistance of the Department shall attempt to establish formalized agreements with:

2.11.1. Medicaid Managed Care Organizations to coordinate case management efforts on behalf of the client.

2.11.2. Private insurance carriers to coordinate case management efforts on behalf of the client.

2.12. The Contractor shall be required to create policies for obtaining patient consent to disclose protected health information as required by state administrative rules and federal and state laws for agreements reached with Managed Care Organizations and private insurance carriers as outlined in Subsection 2.11.

2.13. The Contractor shall develop a Department approved conflict of interest policy related to Hub services and self-referrals to Hub organization substance use disorder treatment and recovery support service programs funded outside of this contract that maintains the integrity of the referral process and client choice in determining placement in care.

3. Scope of Work for Hub Activities

3.1. The Contractor shall ensure that unless an alternative schedule for the Hub to meet the needs of the community is proposed and approved by the Department, the Hub provides, in one location, during normal business hours (8am-5pm) Monday through Friday, at a minimum:

3.1.1. A physical location for clients to receive face-to-face services.

3.1.2. Telephonic services for calls referred to the Hub by 2-1-1 NH.

3.1.3. Screening to assess an individual's potential need for Hub services.

3.1.4. Crisis intervention and stabilization which ensures that individuals in an acute OUD related crisis that require immediate, non-emergency intervention are provided with crisis intervention counseling services by a licensed clinician. If the client is calling rather than physically presenting at the Hub, this includes, but is not limited to:

3.1.4.1. Directing callers to 911 if a client is in imminent danger or there is an emergency.

3.1.4.2. If the client is unable or unwilling to call 911, the Hub shall contact emergency services.

3.1.5. Clinical evaluation including:

3.1.5.1. Evaluation of all American Society of Addiction Medicine Criteria (ASAM, October 2013), domains.

3.1.5.2. A level of care recommendation based on ASAM Criteria (October 2013).

3.1.5.3. Identification of client strengths and resources that can be used to support treatment and recovery.

3.1.6. Development of a clinical service plan in collaboration with the client based on the clinical evaluation referenced in Paragraph 3.1.5. The service plan shall include, but not be limited to:

3.1.6.1. Determination of an initial ASAM level of care.

3.1.6.2. Identification of any needs the client may have relative to supportive services including, but not limited to:

3.1.6.2.1. Physical health needs.

3.1.6.2.2. Mental health needs.

3.1.6.2.3. Need for peer recovery support services.

3.1.6.2.4. Social services needs.

3.1.6.2.5. Needs regarding criminal justice/Division for Children, Youth, and Families (DCYF) matters.

3.1.6.3. Plan for addressing all areas of need identified in Subparagraph 3.1.6.2 by determining goals that are patient-centered, specific, measurable, attainable, realistic, and timely (SMART goals).

3.1.6.4. When the level of care identified in 3.1.6.1 is not available to the client within 48 hours of service plan development, the service plan shall include plans for referrals to external providers to offer interim services, which are defined as:

3.1.6.4.1. At least one sixty (60) minute individual or group outpatient session per week and/or;

3.1.6.4.2. Recovery support services, as needed by the client; and/or

3.1.6.4.3. Daily calls to the client to assess and respond to any emergent needs.

3.1.7. A staff person, which can be the licensed clinician, CRSW outlined in the Staffing section, or other non-clinical support staff, capable of aiding specialty populations in accessing services that may have additional entry points to services or specific eligibility criteria. Specialty populations include, but are not limited to:

3.1.7.1. Veterans and/or service members.

3.1.7.2. Pregnant women.

3.1.7.3. DCYF involved families.

3.1.7.4. Individuals at-risk of or with HIV/AIDS.

3.1.7.5. Adolescents.

3.1.8. Facilitated referrals to substance use disorder treatment and recovery support and other health and social services which shall include, but not be limited to:

3.1.8.1. Developing and implementing adequate consent policies and procedures for client-level data sharing and shared care planning with external providers, in accordance with HIPAA and 42 CFR Part 2.

3.1.8.2. Determining referrals based on the service plan developed in Paragraph 3.1.6.

3.1.8.3. Assisting clients with obtaining services with the provider agency, as appropriate.

3.1.8.4. Contacting the provider agency on behalf of the client, as appropriate.

3.1.8.5. Assisting clients with meeting the financial requirements for accessing services including, but not limited to:

3.1.8.5.1. Identifying sources of financial assistance for accessing services and supports, and;

3.1.8.5.2. Providing assistance in accessing such financial assistance including, but not limited to:

3.1.8.5.2.1. Assisting the client with making contact with the assistance agency, as appropriate.

3.1.8.5.2.2. Contacting the assistance agency on behalf of the client, as appropriate.

3.1.8.5.2.3. Supporting the client in meeting the admission, entrance, and intake requirements of the assistance agency.

3.1.8.5.3. When no other payer is available, assisting clients with accessing services by maintaining a flexible needs fund specific to the Hub region that supports clients who meet the eligibility criteria for assistance under the NH DHHS SOR Flexible Needs Fund Policy with their financial needs including, but not limited to:

3.1.8.5.3.1. Co-pay and deductible assistance for medications and treatment services.

3.1.8.5.3.2. Treatment cost assistance to be provided when the needed service is not covered by the individual's public or private insurance.

3.1.8.5.3.3. Recovery housing vouchers.

3.1.8.5.3.4. Childcare.

3.1.8.5.3.5. Transportation.

3.1.8.5.3.6. Recreational and alternative therapies supported by evidence (for example, acupuncture).

3.1.8.5.4. Collaborating with the Department on defining the amount available and determining the process for flexible needs fund eligibility determination and notifying service providers of funds available in their region for clients to access.

3.1.9. Continuous case management services which include, but are not limited to:

3.1.9.1. Ongoing assessment in collaboration or consultation with the client's external service provider(s) of necessary support services to address needs identified in the evaluation or by the client's service provider that may create barriers to the client entering and/or maintaining treatment and/or recovery.

3.1.9.2. Supporting clients in meeting the admission, entrance, and intake requirements of the provider agency.

3.1.9.3. Ongoing follow-up and support of clients engaged in services in collaboration or consultation with the client's external service provider(s) until such time that the discharge Government Performance and Results Act (GPRA) interview in 3.1.9.6.4 is completed including, but not limited to:

3.1.9.3.1. Attempting to contact each client at a minimum, once per week until such time that the discharge GPRA interview in Section 3.1.9.4 has been completed, according to the following guidelines:

3.1.9.3.1.1. Attempt the first contact by telephone, in person or by an alternative method approved by the Department at such a time when the client would normally be available.

3.1.9.3.1.2. If the attempt in 3.1.9.3.1.1 is not successful, attempt a second contact, as necessary, by telephone, in person or by an alternative method approved by the Department at such a time when the client would normally be available no sooner than two (2) days and no later than three (3) days after the first attempt.

3.1.9.3.1.3. If the attempt in 3.1.9.3.1.2 is not successful, attempt a third contact, as necessary, by telephone, in person or by an alternative method approved by the Department at such a time when the client would normally be available, no sooner than two (2) days and no later than three (3) days after the second attempt.

3.1.9.4. When the follow-up in 3.1.9.3 results in a determination that the individual is at risk of self-harm, the minimum attempts for contact shall be no less than three (3) times each week and aligned with clinical best practices for prevention of suicide.

3.1.9.5. When possible, client contact and outreach shall be conducted in coordination and consultation with the client's external service provider to ensure continuous communication and collaboration between the Hub and service provider.

3.1.9.5.1. Each successful contact shall include, but not be limited to:

3.1.9.5.1.1. Inquiry on the status of each client's recovery and experience with their external service provider.

3.1.9.5.1.2. Identification of client needs.

3.1.9.5.1.3. Assisting the client with addressing needs, as identified in Subparagraph 3.1.6.2.

3.1.9.5.1.4. Providing early intervention to clients who have relapsed or whose recovery is at risk.

3.1.9.6. Collecting and documenting attempts to collect client-level data at multiple intervals including, but not limited to ensuring the GPRA Interview tool is completed and entered into the Substance Abuse and Mental Health Services Administration's (SAMHSA's) Performance Accountability and Reporting System (SPARS), at a minimum:

3.1.9.6.1. At intake or within three (3) days following initial client contact.

3.1.9.6.2. Three (3) months post intake into Hub services.

3.1.9.6.3. Six (6) months post intake into Hub services.

3.1.9.6.4. Upon discharge from the initially referred service.

3.1.9.6.4.1. If the client is discharged from services before the time intervals in 3.1.9.6.2 or 3.1.9.6.3 the Hub must make every reasonable effort to conduct a follow-up GPRA for that client.

3.1.9.6.4.2. If a client is re-admitted into services after discharge or being lost to care, the Hub is not required to re-administer the intake GPRA but must complete a follow-up GPRA for the time interval in 3.1.9.6.2 and 3.1.9.6.3 closest to the intake GPRA

3.1.9.7. Documenting any loss of contact in the SPARS system using the appropriate process and protocols as defined by SAMHSA through technical assistance provided under the State Opioid Response grant.

3.1.9.8. Ensuring that contingency management strategies are utilized to increase client engagement in follow-up GPRA interviews which may include, but are not limited to gift cards provided to clients for follow-up participation at each follow-up interview which shall not exceed thirty dollars ($30) in value.

3.1.9.8.1. Payments to incentivize participation in treatment are not allowable.

3.1.10. Naloxone purchase, distribution, information, and training to individuals and organizations who meet the eligibility criteria for receiving kits under the NH DHHS Naloxone Distribution Policy regarding the use of naloxone.

3.2. The Contractor shall ensure that, at a minimum, after-hours (5pm to 8am), on-call, telephonic services are provided by a licensed clinician affiliated with one or more of the Hubs, seven (7) days a week and that the clinician has the ability to coordinate continued client care with the Hub in the individual's region.

3.2.1. On-call staffing by licensed clinicians shall be sufficient to meet the call volumes during the hours outlined in Subsection 3.2 to ensure that clients are not on hold or receiving busy signals when transferred from 2-1-1 NH.

3.2.2. The Contractor shall give preference to licensed clinicians with the ability to assess for co-occurring mental health needs.

3.2.3. Telephonic services to be provided include, at a minimum:

3.2.3.1. Crisis intervention and stabilization which ensures that individuals in an acute OUD related crisis that require immediate, non-emergency intervention are provided with crisis counseling services by a licensed clinician.

3.2.3.2. Directing callers to 911 if a client is in imminent danger or there is an emergency.

3.2.3.2.1. If the client is unable or unwilling to call 911, contacting emergency services on behalf of the client.

3.2.3.3. Screening.

3.2.3.4. Coordinating with shelters or emergency services, as needed.

3.2.3.5. Providing clinical evaluation telephonically, if appropriate, based on the callers mental state and health status.

3.2.3.6. Scheduling the client for face-to-face intake at the client's Hub for an evaluation and referral services, if determined necessary.

3.2.3.7. Ensuring a Continuity of Operations Plan for landline outage.

3.3. The Contractor shall obtain treatment consent forms from all clients served, either in-person or through electronic means, to ensure compliance with all applicable state and federal confidentiality laws.

3.4. The Contractor shall provide services for both day and overnight shifts in accordance with:

3.4.1. The twelve (12) Core Functions of the Alcohol and Other Drug Counselor.

3.4.2. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice, available at http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171.

3.4.3. The four (4) recovery domains as described by the International Credentialing and Reciprocity Consortium, available at http://www.internationalcredentialing.org/Resources/Candidate%20Guides/PR%20candidate%20guide%201-14.pdf.

3.4.4. TIP 27: Comprehensive Case Management for Substance Abuse Treatment, available at https://store.samhsa.gov/product/TIP-27-Comprehensive-Case-Management-for-Substance-Abuse-Treatment/SMA15-4215.

3.5. The Contractor shall utilize recent and inform any future developments of a comprehensive needs assessment of their region. The needs assessment shall be coordinated with existing regional partners including, but not limited to:

3.5.1. Regional Public Health Networks

3.5.2. Integrated Delivery Networks

3.5.3. Continuum of Care Facilitators

3.6. The Contractor shall inform the inclusion of regional goals into the future development of needs assessments in Subsection 3.5 that the Contractor and its partners in the region have over the contract period including, but not limited to reductions in:

3.6.1.1. Naloxone use.

3.6.1.2. Emergency Room use.

3.6.1.3. Overdose related fatalities.

3.7. The Contractor shall have policies and procedures that allow them to accept referrals and evaluations from SUD treatment and other service providers.

4. Subcontracting for Hubs

4.1. The Hub shall submit any and all subcontracts they propose to enter into for services provided through this contract to the Department for approval prior to execution.

4.2. The Hub may subcontract with prior approval of the Department for support and assistance in providing core Hub services; except that such core services shall not be subcontracted providers whose principal operations are to serve individuals with a specific diagnosis of substance use disorders. .

4.2.1. Core Hub services are defined, for purposes of this contract, as screening, assessment, evaluation, referral, continuous case management, GPRA data completion, and naloxone distribution.

4.2.2. The Hub shall at all times be responsible for continuous oversight of, and compliance with, all Core Hub services and shall be the single point of contact with the Department for those Core services.

4.2.3. Any subcontract for support and assistance in providing Core Hub services shall ensure that the patient experience is consistent across the continuum of Core Hub services and that the subcontracted entities and personnel are at all times acting, in name and in fact, as agents of the Hub. The Hub shall consolidate Core Hub services, to the greatest extent practicable, in a single location.

5. Staffing

5.1. The Contractor shall meet, at a minimum, the following staffing requirements:

5.1.1. Between 8am-5pm, 5 days/week, Monday through Friday:

5.1.1.1. At least one (1) clinician with the ability to provide clinical evaluations for ASAM level of care placement, in-person or telephonically;

5.1.1.2. At least one (1) Recovery support worker (CRSW);

5.1.1.2.1. The CRSW shall be able to fulfill recovery support and care coordination functions

5.1.1.3. A staff person, which can be a licensed clinician, CRSW, or other non-clinical support staff capable of aiding specialty populations as outlined in Paragraph 3.1.7.

5.1.2. Sufficient staffing levels that are appropriate for the services provided and the number of clients served based on available staffing and the budget established for the Hub.

5.1.3. All unlicensed staff providing treatment, education and/or recovery support services shall be under the direct supervision of a licensed supervisor.

5.1.4. No licensed supervisor shall supervise more than twelve (12) unlicensed staff unless the Department has approved an alternative supervision plan.

5.1.5. Peer clinical supervision is provided for all clinicians including, but not limited to:

5.1.5.1. Weekly discussion of cases with suggestions for resources or alternative approaches.

5.1.5.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision.

5.2. The Contractor must ensure sufficient licensed clinician telephone coverage, at a minimum, between the hours of 5 pm and 8 am, 7 days/week, who have the ability to provide services as outlined in Subsection 3.2. This may be provided either by the Contractor alone or in collaboration with other Hubs.

5.3. The Contractor must meet the training requirements for staff which include, but are not limited to:

5.3.1.1. For all clinical staff:

5.3.1.1.1. Suicide prevention and early warning signs.

5.3.1.1.2. The 12 Core Functions of the Alcohol and Other Drug Counselor.

5.3.1.1.3. The standards of practice and ethical conduct, with particular emphasis given to the individual's role and appropriate responsibilities, professional boundaries, and power dynamics.

5.3.1.1.4. An approved course on the twelve (12) core functions and The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice within twelve (12) months of hire.

5.3.1.1.5. A Department approved ethics course within twelve (12) months of hire.

5.3.1.2. For recovery support staff and other non-clinical staff working directly with clients:

5.3.1.2.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee.

5.3.1.2.2. The standards of practice and ethical conduct, with particular emphasis given to the individual's role and appropriate responsibilities, professional boundaries, and power dynamics, and confidentiality safeguards in accordance with HIPAA and 42 CFR Part 2, and state rules and laws.

5.3.1.2.3. The four (4) recovery domains as described by the International Credentialing and Reciprocity Consortium, available at http://www.internationalcredentialing.org/Resources/Candidate%20Guides/PR%20candidate%20guide%201-14.pdf.

5.3.1.2.4. An approved ethics course within twelve (12) months of hire.

5.3.1.3. Required trainings in Subsection 5.3 may be satisfied through existing licensure requirements and/or through Department approved alternative training curriculums and/or certifications.

5.3.1.4. Ensuring all recovery support staff and clinical staff receive continuous education regarding substance use disorders, at a minimum annually.

5.3.1.5. Providing in-service training to all staff involved in client care within fifteen (15) days of the contract effective date or the staff person's start date on the following:

5.3.1.5.1. The contract requirements.

5.3.1.5.2. All other relevant policies and procedures provided by the Department.

5.3.1.6. The Contractor shall provide its staff, subcontractors, or end users as defined in Exhibit K, with periodic training in practices and procedures to ensure compliance with information security, privacy or confidentiality in accordance with state administrative rules and state and federal laws.

5.4. The Contractor shall notify the Department in writing:

5.4.1. When a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program, within one (1) month of hire.

5.4.2. When there is not sufficient staffing to perform all required services for more than one (1) month, within fourteen (14) calendar days.

5.5. The Contractor shall have policies and procedures related to student interns to address minimum coursework, experience, and core competencies for those interns having direct contact with individuals served by this contract.

5.5.1. The Contractor shall ensure that student interns complete an approved ethics course and an approved course on the twelve (12) core functions as described in Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice within six (6) months of beginning their internship.

6. Reporting

6.1. The Contractor shall submit quarterly de-identified, aggregate client reports to the Department on each client served, as required by SAMHSA. The data shall include:

6.1.1. Diagnoses.

6.1.2. Demographic characteristics.

6.1.3. Substance use.

6.1.4. Services received and referrals made, by provider organization name.

6.1.5. Types of MAT received.

6.1.6. Length of stay in treatment.

6.1.7. Employment status.

6.1.8. Criminal justice involvement.

6.1.9. Housing.

6.1.10. Flexible needs funds used and for what purpose.

6.1.11. Numbers of naloxone kits distributed and by category, including but not limited to client, organization, family member, etc.

6.2. The Contractor shall report quarterly on federally required data points specific to this funding opportunity as identified by SAMHSA over the grant period.

7. Performance Measures

7.1. The Contractor shall attempt to complete a GPRA interview for 100% of Hub clients at intake or within three (3) days following initial client contact, at (3) months post intake, at six (6) months post intake, and upon discharge from Hub referred services.

7.2. In accordance with SAMHSA State Opioid Response grant requirements, the Contractor shall ensure that the GPRA interview follow-up rate at (3) months and six (6) months post intake for Hub clients is no less than 80%.

8. Deliverables

8.1. The Contractor shall have the Hub in the Dover Region operational by January 1, 2019 unless an alternative timeline has been submitted to and approved by the Department.

8.2. The Contractor shall collaborate with the Department to develop a report by July 1, 2019 to determine the Contractor's level of readiness, capacity and resource needs required to expand services in-house as outlined in Subsection 2.7.

8.3. The Contractor shall collaborate with the Department on development of a plan no later than July 1, 2019 for the resources, timeline and infrastructure requirements to develop and maintain a centralized referral database of substance use disorder and mental health treatment providers as outlined in Subsection 2.5.

9. State Opioid Response (SOR) Grant Standards

9.1. The Contractor and/or referred providers shall ensure that only FDA-approved MAT for Opioid Use Disorder (OUD) is utilized. FDA-approved MAT for OUD includes:

9.1.1. Methadone.

9.1.2. Buprenorphine products, including:

9.1.2.1. Single-entity buprenorphine products.

9.1.2.2. Buprenorphine/naloxone tablets,

9.1.2.3. Buprenorphine/naloxone films.

9.1.2.4. Buprenorphine/naloxone buccal preparations.

9.1.2.5. Long-acting injectable buprenorphine products.

9.1.2.6. Buprenorphine implants.

9.1.2.7. Injectable extended-release naltrexone.

9.2. The Contractor and/or referred providers shall only provide medical withdrawal management services to any individual supported by SOR Grant Funds if the withdrawal management service is accompanied by the use of injectable extended-release naltrexone, as clinically appropriate.

9.3. The Contractor and/or referred providers shall ensure that clients receiving financial aid for recovery housing utilizing SOR funds shall only be in a recovery housing facility that is aligned with the National Alliance for Recovery Residences standards

and registered with the State of New Hampshire, Bureau of Drug and Alcohol Services in accordance with current NH Administrative Rules.

9.4. The Contractor and/or referred providers shall assist clients with enrolling in public or private health insurance, if the client is determined eligible for such coverage.

9.5. The Contractor and/or referred providers shall accept clients on MAT and facilitate access to MAT on-site or through referral for all clients supported with SOR Grant funds, as clinically appropriate.

9.6. The Contractor and/or referred providers shall coordinate with the NH Ryan White HIV/AIDs program for clients identified as at risk of or with HIV/AIDS.

9.7. The Contractor and/or referred providers shall ensure that all clients are regularly screened for tobacco use, treatment needs and referral to the QuitLine as part of treatment planning.

Methods and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
3. This contract is funded with funds from the Substance Abuse and Mental Health Services Administration CFDA #93.788, Federal Award Identification Number (FAIN) H79TI081685.
4. The Contractor shall keep detailed records of their activities related to Department funded programs and services.
5. The Contractor shall ensure that a minimum amount of funds determined by the Department for each State Fiscal Year is set aside for the purpose of naloxone purchase and distribution.
6. The Contractor shall include in their budget a line-item for a flexible needs fund in an amount no less than $50,000 of the budget per State Fiscal Year, to provide financial assistance to clients for services not otherwise covered through another payer source.
7. The Contractor shall not use funds to pay for bricks and mortar expenses.
8. The Contractor shall include in their budget, at their discretion the following:
   - 8.1. Funds to meet staffing requirements of the contract
   - 8.2. Funds to provide clinical and recovery support services in the contract that are not otherwise reimbursable by public or private insurance or through other Federal and State contracts
   - 8.3. Funds to meet the GPRA and reporting requirements of the contract
   - 8.4. Funds to meet staff training requirements of the contract
9. Funds remaining after satisfaction of 5 and 6 above may be used by the Contractor to support the scope of work outlined in Exhibit A.
10. Payment for said services shall be made monthly as follows:
    - 10.1. Payment for start-up costs in State Fiscal Year 19 not to exceed $500,000 shall be allowable for costs associated with staffing and infrastructure needs required to meet the January 1, 2019 service effective date.
    - 10.2. Payment beyond start-up costs shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this agreement, and shall be in accordance with the approved line item.
    - 10.3. The Contractor shall submit an invoice in a form satisfactory to the State by the twentieth (20th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The invoice must be completed, signed, dated and returned to the Department in order to initiate

payment. The Contractor agrees to keep detailed records of their activities related to Department-funded programs and services.

10.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.

10.5. The final invoice shall be due to the State no later than forty (40) days after the contract Form P-37, Block 1.7 Completion Date.

10.6. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to: Abby.Shockley@dhhs.nh.gov.

10.7. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services, and in this Exhibit B.

10.8. Notwithstanding paragraph 18 of the Form P-37, General Provisions, an amendment limited to transfer the funds within the budget and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

11. The Contractor shall provide a final budget for State Fiscal Year 2021 no later than March 31, 2020 for Department approval, which shall be submitted for Governor and Executive Council approval no later than June 30, 2020.

New Hampshire Department of Health and Human Services

Contractor: WENTWORTH-DOUGLASS HOSPITAL

Budget Request for: Access and Delivery Hub for Opioid Use Disorder Services

Budget Period: SFY 19 (G&C Approval - 6/30/2018)

Line Item	Total Program Cost Direct	Total Program Cost Indirect	Total Program Cost Total	Contractor Share / Match Direct	Contractor Share / Match Indirect	Contractor Share / Match Total	Funded by DHHS Direct
1. Total Salary/Wages	$ 466,525.00	$ -	$ 466,525.00	$ -	$ -	$ -	$ 466,525.
2. Employee Benefits	$ 118,631.00	$ -	$ 118,631.00	$ -	$ -	$ -	$ 118,631.
3. Consultants	$ 5,000.00	$ -	$ 5,000.00	$ -	$ -	$ -	$ 5,000.
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000.
Repair and Maintenance	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000.
Purchase/Depreciation	$ 11,800.00	$ -	$ 11,800.00	$ -	$ -	$ -	$ 11,800.
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000.
Lab	$ 250.00	$ -	$ 250.00	$ -	$ -	$ -	$ 250.
Pharmacy	$ 250.00	$ -	$ 250.00	$ -	$ -	$ -	$ 250.
Medical	$ 250.00	$ -	$ 250.00	$ -	$ -	$ -	$ 250.
Office	$ 5,000.00	$ -	$ 5,000.00	$ -	$ -	$ -	$ 5,000.
6. Travel	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000.
7. Occupancy	$ 39,040.00	$ -	$ 39,040.00	$ -	$ -	$ -	$ 39,040.
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 4,000.00	$ -	$ 4,000.00	$ -	$ -	$ -	$ 4,000.
Postage	$ 100.00	$ -	$ 100.00	$ -	$ -	$ -	$ 100.
Subscriptions	$ 3,500.00	$ -	$ 3,500.00	$ -	$ -	$ -	$ 3,500.
Audit and Legal	$ 20,000.00	$ -	$ 20,000.00	$ -	$ -	$ -	$ 20,000.
Insurance	$ 7,000.00	$ -	$ 7,000.00	$ -	$ -	$ -	$ 7,000.
Board Expenses	$ 1,604.00	$ -	$ 1,604.00	$ -	$ -	$ -	$ 1,604.
9. Software	$ 29,000.00	$ -	$ 29,000.00	$ -	$ -	$ -	$ 29,000.
10. Marketing/Communications	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000.
11. Staff Education and Training	$ 12,750.00	$ -	$ 12,750.00	$ -	$ -	$ -	$ 12,750.
12. Subcontracts/Agreements	$ 10,000.00	$ -	$ 10,000.00	$ -	$ -	$ -	$ 10,000.
13. Other (Naloxone):	$ 75,000.00	$ -	$ 75,000.00	$ -	$ -	$ -	$ 75,000.
14. Other (Flex Funds):	$ 50,000.00	$ -	$ 50,000.00	$ -	$ -	$ -	$ 50,000.
15. Other (Corporate Support):	$ 100,000.00	$ -	$ 100,000.00	$ -	$ -	$ -	$ 100,000.
	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 962,700.00	$ -	$ 962,700.00	$ -	$ -	$ -	$ 962,700.
Indirect As A Percent of Direct		0.0%					

New Hampshire Department of Health and Human Services

Contractor: WENTWORTH-DOUGLASS HOSPITAL

Budget Request for: Access and Delivery Hub for Opioid Use Disorder Services

Budget Period: SFY 20 (7/1/2019-6/30/2020)

Line Item	Total Program Cost			Contractor Share / Match			Funded
	Direct	Indirect	Total	Direct	Indirect	Total	Direct
1. Total Salary/Wages	$ 434,171.00	$ -	$ 434,171.00	$ -	$ -	$ -	$ 434,171.00
2. Employee Benefits	$ 108,543.00	$ -	$ 108,543.00	$ -	$ -	$ -	$ 108,543.00
3. Consultants	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000.00
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000.00
Repair and Maintenance	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000.00
Purchase/Depreciation	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000.00
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000.00
Lab	$ 250.00	$ -	$ 250.00	$ -	$ -	$ -	$ 250.00
Pharmacy	$ 250.00	$ -	$ 250.00	$ -	$ -	$ -	$ 250.00
Medical	$ 250.00	$ -	$ 250.00	$ -	$ -	$ -	$ 250.00
Office	$ 4,000.00	$ -	$ 4,000.00	$ -	$ -	$ -	$ 4,000.00
6. Travel	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000.00
7. Occupancy	$ 39,040.00	$ -	$ 39,040.00	$ -	$ -	$ -	$ 39,040.00
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 4,000.00	$ -	$ 4,000.00	$ -	$ -	$ -	$ 4,000.00
Postage	$ 100.00	$ -	$ 100.00	$ -	$ -	$ -	$ 100.00
Subscriptions	$ 3,500.00	$ -	$ 3,500.00	$ -	$ -	$ -	$ 3,500.00
Audit and Legal	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000.00
Insurance	$ 7,000.00	$ -	$ 7,000.00	$ -	$ -	$ -	$ 7,000.00
Board Expenses	$ 1,804.00	$ -	$ 1,804.00	$ -	$ -	$ -	$ 1,804.00
9. Software	$ 14,000.00	$ -	$ 14,000.00	$ -	$ -	$ -	$ 14,000.00
10. Marketing/Communications	$ 1,258.00	$ -	$ 1,258.00	$ -	$ -	$ -	$ 1,258.00
11. Staff Education and Training	$ 12,750.00	$ -	$ 12,750.00	$ -	$ -	$ -	$ 12,750.00
12. Subcontracts/Agreements	$ 10,000.00	$ -	$ 10,000.00	$ -	$ -	$ -	$ 10,000.00
13. Other (Naloxone):	$ 150,000.00	$ -	$ 150,000.00	$ -	$ -	$ -	$ 150,000.00
14. Other (Flex Funds):	$ 50,000.00	$ -	$ 50,000.00	$ -	$ -	$ -	$ 50,000.00
15. Other (Corporate Support):	$ 80,000.00	$ -	$ 80,000.00	$ -	$ -	$ -	$ 80,000.00
	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 927,716.00	$ -	$ 927,716.00	$ -	$ -	$ -	$ 927,716.00

Indirect As A Percent of Direct: 0.0%

SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than $25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
    19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
    19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
    19.3. Monitor the subcontractor's performance on an ongoing basis

19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS
As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

REVISIONS TO STANDARD CONTRACT LANGUAGE

1. Revisions to Form P-37, General Provisions

1.1. Section 4, 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.

1.2. Section 10, 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.

2. Revisions to Standard Exhibits

2.1 Exhibit C, Special Provisions, Paragraph 10, Confidentiality of Records, is deleted and is replaced as follows:

The Contractor is a covered entity as defined under the Health Insurance Portability and Accountability Act (HIPAA), 45 CFR 160, 162 and 164, and shall comply with all confidentiality requirements and safeguards set forth in state and federal law and rules. The Contractor is also a substance use disorder provider as defined under 42 CFR Part 2 and shall safeguard confidential information as required. The Contractor shall ensure compliance with all consent and notice requirements prohibiting the redisclosure of confidential information in accordance with 42 CFR Part 2.

All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the disclosure of any protected health information shall be in accordance with the regulatory provisions of HIPAA, 42 CFR Part 2, and applicable state and federal laws and rules. Further, the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, their attorney or guardian. Notwithstanding anything to the contrary contained herein, the covenants and conditions contained in this Paragraph 10 of Exhibit C shall survive the termination of the Contract for any reason whatsoever.

3. Renewal

3.1. The Department reserves the right to extend this Agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, written agreement of the parties and approval of the Governor and Executive Council.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
     - 1.2.1. The dangers of drug abuse in the workplace;
     - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
     - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
     - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
   - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
     - 1.4.1. Abide by the terms of the statement; and
     - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
   - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
   1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

Contractor Name:

10/18/18
Date

Name: GREGORY J. WALKER
Title: PRESIDENT & CEO

CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Contractor Name:

10/18/17
Date

Name: GREGORY J. WALKER
Title: PRESIDENT & CEO

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
    11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

10/18/18
Date

Name: GREGORY J. WALKER
Title: PRESIDENT & CEO

CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

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:

10/18/18
Date

Name: GREGORY J. WALKER
Title: PRESIDENT & CEO

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

10/18/18
Date

Name: GREGORY J. WALKER
Title: PRESIDENT & CEO

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

Pursuant to Exhibit C-1 of this Agreement, Exhibit I is not applicable.

Remainder of page intentionally left blank.

Contractor Initials

Date 10/19/18

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

10/18/18
Date

Name: GREGORY J. WALKER
Title: PRESIDENT & CEO

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 069909281

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

   X NO _____YES

   If the answer to #2 above is NO, stop here

   If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

   _____NO _____YES

   If the answer to #3 above is YES, stop here

   If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

   Name:_____ Amount: _____

   Name:_____ Amount: _____

   Name:_____ Amount: _____

   Name:_____ Amount: _____

   Name:_____ Amount: _____

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information," "Confidential Data," or "Data" (as defined in Exhibit K), means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates a security policy, which includes successful attempts) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or

storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic documents or mail.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information

except as required or permitted under this Contract or required by law. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.
3. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If Contractor is transmitting DHHS Data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. Contractor may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS Data.
3. Encrypted Email. Contractor may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If Contractor is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. Contractor may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. Contractor may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If Contractor is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. Contractor may not transmit Confidential Data via an open wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If Contractor is employing remote communication to access or transmit Confidential Data, a secure method of transmission or remote access, which complies with the terms and conditions of Exhibit K, must be used.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If Contractor is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If Contractor is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain DHHS Data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have thirty (30) days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or, if it is infeasible to return or destroy DHHS Data, protections are extended to such information, in accordance with the termination provisions in this Section. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems accessed or utilized for purposes of carrying out this contract.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting DHHS Confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have

currently-supported and hardened operating systems, current, updated, and maintained anti-malware (e.g. anti-viral, anti-hacker, anti-spam, anti-spyware) utilities. The environment, as a whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

If the Contractor maintains any Confidential Information on its systems (or its sub-contractor systems) and it has not done so previously, the Contractor will implement policies and procedures to ensure that any storage media on which such data maybe recorded will be rendered unreadable and that the data will be un-recoverable when the storage media is disposed of. Upon request, the Contractor and will provide the Department with copies of these policies and with written documentation demonstrating compliance with the policies. The written documentation will include all details necessary to demonstrate data contained in the storage media has been rendered unreadable and un-recoverable. Where applicable, regulatory and professional standards for retention requirements may be jointly evaluated by the State and Contractor prior to destruction.

1. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from

creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will ensure End-User will maintain an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

5. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

6. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

7. The Contractor will not store any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

8. Data Security Breach Liability. In the event of any computer security incident, incident, or breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

9. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of, HIPAA Privacy and Security Rules (45 C.F.R. Parts 160

and 164) and 42 C.F.R. Part 2 that govern protections for individually identifiable health information and as applicable under State law.

10. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

11. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in Section VI, of any security breach within 24-hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

12. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

13. The Contractor is responsible for End User oversight and compliance with the terms and conditions of the contract and Exhibit K.

DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within 24- hours of the time that the Contractor learns of their occurrence.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with DHHS's documented Incident Handling and Breach Notification procedures and in accordance with– the HIPAA, Privacy and Security Rules. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and

procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS contact for Data Management or Data Exchange issues:
DHHSInformationSecurityOffice@dhhs.nh.gov

B. DHHS contacts for Privacy issues:
DHHSPrivacyOfficer@dhhs.nh.gov

C. DHHS contact for Information Security issues:
DHHSInformationSecurityOffice@dhhs.nh.gov

D. DHHS contact for Breach notifications:
DHHSInformationSecurityOffice@dhhs.nh.gov
DHHSPrivacyOfficer@dhhs.nh.gov