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MAC

Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

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

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

October 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

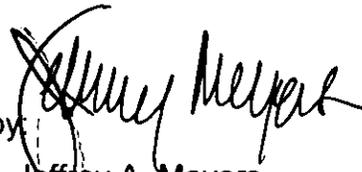
Source of Funds: 100% Federal Funds from the Substance Abuse and Mental Health Services Administration. CFDA # 93.788, FAIN #TI081685

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			\$ -	\$ -	\$ -

Financial Detail

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		SFY 19		SFY 19	
		Total Amount	Total Amount	Total Amount	Total Amount	Total Amount
Adroscoggin Valley Hospital, Inc		\$ 821,133.00	\$ -	\$ 821,133.00		
Concord Hospital, Inc		\$ 947,662.00	\$ -	\$ 947,662.00		
Granite Pathways		\$ 2,680,444.00	\$ -	\$ 2,680,444.00		
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		SFY 20		SFY 20	
		Total Amount	Total Amount	Total Amount	Total Amount	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.



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

[Signature]
Name: Kathy S Fox
Title: Director

Mary Hitchcock Memorial Hospital

10/30/2018
Date

[Signature]
Name: Edward J. Merrens
Title: Chief Clinical Officer

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Crafton 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]
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



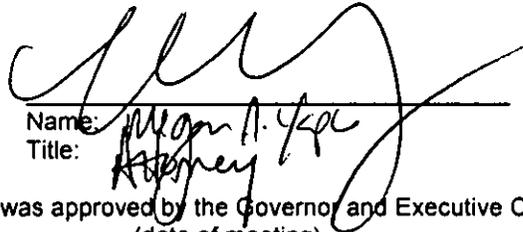
New Hampshire Department of Health and Human Services
Access and Delivery Hub for Opioid Use Disorder Services



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

OFFICE OF THE ATTORNEY GENERAL

10/31/18
Date


Name: Megan A. Kelly
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



Exhibit A-1

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



Exhibit A-1

- 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.

Don



Exhibit A-1

- 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 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

EM



Exhibit A-1

- 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.

EM



Exhibit A-1

- 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.

EDM

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 by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 395,352	\$ 115,838	\$ 511,190	\$ -	\$ -	\$ -	\$ 395,352	\$ 115,838	\$ 511,190
2. Employee Benefits	\$ 125,743	\$ 36,843	\$ 162,585	\$ -	\$ -	\$ -	\$ 125,743	\$ 36,843	\$ 162,585
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	\$ 1,758	\$ 7,758
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	\$ 15,000	\$ 4,395	\$ 19,395	\$ -	\$ -	\$ -	\$ 15,000	\$ 4,395	\$ 19,395
11. Staff Education and Training	\$ 15,000	\$ 4,395	\$ 19,395	\$ -	\$ -	\$ -	\$ 15,000	\$ 4,395	\$ 19,395
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 807,095	\$ 236,479	\$ 1,043,573	\$ -	\$ -	\$ -	\$ 807,095	\$ 236,479	\$ 1,043,573

Indirect As A Percent of Direct

29.3%

EDM

Contractor Initials _____

Date 10-30-18

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	\$ 1,128,525	\$ 330,072	\$ 1,458,597	\$ -	\$ -	\$ -	\$ 1,128,525	\$ 330,072	\$ 1,458,597		

Indirect As A Percent of Direct 29.3%

Contractor Initials: 
 Date: 10-30-18



DEPARTMENT OF HEALTH & HUMAN SERVICES

Program Support Center
Financial Management Portfolio
Cost Allocation Services

26 Federal Plaza, Room 41-122
New York, NY 10278
PHONE: (212) 264-2069
EMAIL: CAS-NY@psc.hhs.gov

June 23, 2015

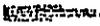
Ms. Tina B. Naimie
Vice President-Corporate Finance
Mary Hitchcock Memorial Hospital
One Medical Center Drive
Lebanon, New Hampshire 03756-0001

Dear Ms. Naimie:

A copy of an indirect cost rate agreement is being sent to you for signature. This agreement reflects an understanding reached between your organization and a member of my staff concerning the rate(s) that may be used to support your claim for indirect costs on grants and contracts with the Federal Government.

Please have the agreement signed by an authorized representative of your organization and return within ten business days of receipt. The signed agreement should be emailed to CAS-NY@psc.hhs.gov, while retaining a copy for your files. We will reproduce and distribute the agreement to the appropriate awarding organizations of the Federal Government for their use only when the signed agreement is returned.

An indirect cost proposal, together with the supporting information, is required to substantiate your claim for indirect costs under grants and contracts awarded by the Federal Government. Thus, your next proposal based on actual costs for the fiscal year ending 6/30/2017 is due in our office by 12/31/2017. Please submit your next proposal electronically via email to CAS-NY@psc.hhs.gov.

Sincerely,
Darryl W. Mayes-S

Darryl W. Mayes
Deputy Director
Cost Allocation Services

Enclosure

PLEASE SIGN AND RETURN THE NEGOTIATION AGREEMENT BY EMAIL

HOSPITALS RATE AGREEMENT

EIN: 1020222140A1

DATE:06/23/2015

ORGANIZATION:

FILING REF.: The preceding agreement was dated 03/27/2014

Dartmouth-Hitchcock
Mary Hitchcock Memorial Hospital
One Medical Center Drive
Lebanon, NH 03756-

The rates approved in this agreement are for use on grants, contracts and other agreements with the Federal Government, subject to the conditions in Section III.

SECTION I: INDIRECT COST RATES

RATE TYPES:	FIXED	FINAL	PROV. (PROVISIONAL)	PRED. (PREDETERMINED)
	<u>EFFECTIVE PERIOD</u>			
	<u>FROM</u>	<u>TO</u>	<u>RATE(%)</u>	<u>LOCATION</u>
<u>TYPE</u>				<u>APPLICABLE TO</u>
PRED.	07/01/2015	06/30/2018	29.30	On-Site Other Sponsored Programs
PROV.	07/01/2018	06/30/2020	29.30	On-Site Other Sponsored Programs

***BASE**

Total direct costs excluding capital expenditures (buildings, individual items of equipment; alterations and renovations), that portion of each subaward in excess of \$25,000; hospitalization and other fees associated with patient care whether the services are obtained from an owned, related or third party hospital or other medical facility; rental/maintenance of off-site activities; student tuition remission and student support costs (e.g., student aid, stipends, dependency allowances, scholarships, fellowships).

ORGANIZATION: Dartmouth-Hitchcock

AGREEMENT DATE: 6/23/2015

SECTION II: SPECIAL REMARKS

TREATMENT OF FRINGE BENEFITS:

Fringe Benefits applicable to direct salaries and wages are treated as direct costs.

TREATMENT OF PAID ABSENCES

Vacation, holiday, sick leave pay and other paid absences are included in salaries and wages and are claimed on grants, contracts and other agreements as part of the normal cost for salaries and wages. Separate claims are not made for the cost of these paid absences.

Equipment means an article of nonexpendable, tangible person property having a useful life of more than two years, and an acquisition cost of \$2,000 or more per unit.

Your next proposal based upon fiscal year ending 6/30/17 is due by 12/31/17.

ORGANIZATION: Dartmouth-Hitchcock

AGREEMENT DATE: 6/23/2015

SECTION III: GENERAL

A. LIMITATIONS:

The rates in this Agreement are subject to any statutory or administrative limitations and apply to a given grant, contract or other agreement only to the extent that funds are available. Acceptance of the rates is subject to the following conditions: (1) Only costs incurred by the organization were included in its indirect cost pool as finally accepted; such costs are legal obligations of the organization and are allowable under the governing cost principles; (2) The same costs that have been treated as indirect costs are not claimed as direct costs; (3) Similar types of costs have been accorded consistent accounting treatment; and (4) The information provided by the organization which was used to establish the rates is not later found to be materially incomplete or inaccurate by the Federal Government. In such situations the rate(s) would be subject to renegotiation at the discretion of the Federal Government.

B. ACCOUNTING CHANGES:

This Agreement is based on the accounting system purported by the organization to be in effect during the Agreement period. Changes to the method of accounting for costs which affect the amount of reimbursement resulting from the use of this Agreement require prior approval of the authorized representative of the cognizant agency. Such changes include, but are not limited to, changes in the charging of a particular type of cost from indirect to direct. Failure to obtain approval may result in cost disallowances.

C. FIXED RATES:

If a fixed rate is in this Agreement, it is based on an estimate of the costs for the period covered by the rate. When the actual costs for this period are determined, an adjustment will be made to a rate of a future year(s) to compensate for the difference between the costs used to establish the fixed rate and actual costs.

D. USE BY OTHER FEDERAL AGENCIES:

The rates in this Agreement were approved in accordance with the cost principles promulgated by the Department of Health and Human Services, and should be applied to the grants, contracts and other agreements covered by these regulations subject to any limitations in A above. The hospital may provide copies of the Agreement to other Federal Agencies to give them early notification of the Agreement.

E. OTHER:

If any Federal contract, grant or other agreement is reimbursing indirect costs by a means other than the approved rate(s) in this Agreement, the organization should (1) credit such costs to the affected programs, and (2) apply the approved rate(s) to the appropriate base to identify the proper amount of indirect costs allocable to these programs.

BY THE INSTITUTION:

Dartmouth-Hitchcock
Mary Hitchcock Memorial Hospital

(INSTITUTION)



(SIGNATURE)

Robin Kilfeather-Mackey

(NAME)

Chief Financial Officer

(TITLE)

7/15/15

(DATE)

ON BEHALF OF THE FEDERAL GOVERNMENT:

DEPARTMENT OF HEALTH AND HUMAN SERVICES

(AGENCY)

Darryl W. Mayes - S

Digitally signed by Darryl W. Mayes - S
DN: cn=Darryl W. Mayes - S, o=U.S. Department of Health and Human Services, ou=Department of Health and Human Services, email=Darryl.W.Mayes@hhs.gov

(SIGNATURE)

Darryl W. Mayes

(NAME)

Deputy Director, Cost Allocation Services

(TITLE)

6/23/2015

(DATE) 1324

HHS REPRESENTATIVE: Louis Martillotti

Telephone: (212) 264-2069

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: 0004142292



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 25th day of July A.D. 2018.

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE/AUTHORITY

I, Anne-Lee Verville, of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital, do hereby certify that:

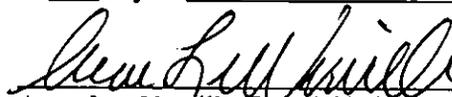
1. I am the duly elected Chair of the Board of Trustees of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital;
2. The following is a true and accurate excerpt from the December 7th, 2012 Bylaws of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital:

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.”

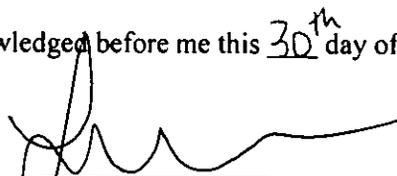
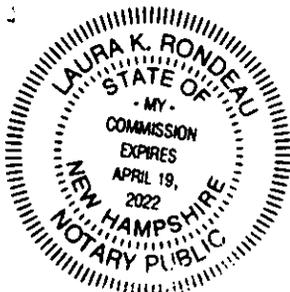
3. Article I – Section A, as referenced above, provides authority for the chief officers, including the Chief Executive Officer, the Chief Clinical Officer, and other officers, of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital to sign and deliver, either individually or collectively, on behalf of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital.
4. Edward J. Merrens, MD is the Chief Clinical Officer of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital and therefore has the authority to enter into contracts and agreements on behalf of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital.

IN WITNESS WHEREOF, I have hereunto set my hand as the Chair of the Board of Trustees of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital this ____ day of _____.



Anne-Lee Verville, Board ChairSTATE OF NHCOUNTY OF GRAFTON

The foregoing instrument was acknowledged before me this 30th day of October 2018, by Anne-Lee Verville.



Notary Public
My Commission Expires: April 19, 2022

CERTIFICATE OF INSURANCE

DATE: 10/11/2018

COMPANY AFFORDING COVERAGE

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

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.

INSURED

Mary Hitchcock Memorial Hospital – DH-H
 One Medical Center Drive
 Lebanon, NH 03756
 (603)653-6850

COVERAGES

This is to certify that the Policy listed below have been issued to the Named Insured 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. This policy issued by a risk retention group may not be subject to all insurance laws and regulations in all states. State insurance insolvency funds are not available to a risk retention group policy.

TYPE OF INSURANCE		POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
GENERAL LIABILITY		0002018-A	07/01/2018	06/30/2019	EACH OCCURRENCE	\$1,000,000
X	CLAIMS MADE				PRODUCTS-COMP/OP AGGREGATE	
					PERSONAL ADV INJURY	
	OCCURRENCE				GENERAL AGGREGATE	\$3,000,000
					FIRE DAMAGE	
OTHER						
PROFESSIONAL LIABILITY				EACH CLAIM		
	CLAIMS MADE			ANNUAL AGGREGATE		
	OCCURRENCE					
OTHER						

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

Certificate of Insurance issued as evidence of insurance.

CERTIFICATE HOLDER

NH Dept. of Health & Human Services
 129 Pleasant Street
 Concord, NH 03301

CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, 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)
10/09/2018

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 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 <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE	\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	AGC4059104	07/01/2018	07/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

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

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
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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, 2017 and 2016**

Dartmouth-Hitchcock Health and Subsidiaries
Index
June 30, 2017 and 2016

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Report of Independent Auditors

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

We have audited the accompanying consolidated financial statements of Dartmouth-Hitchcock Health and Subsidiaries (the "Health System"), which comprise the consolidated balance sheets as of June 30, 2017 and 2016, 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 revenues for the year then ended. We did not audit the consolidated financial statements of The Cheshire Medical Center, a subsidiary whose sole member is Dartmouth-Hitchcock Health, which statements reflect total assets of 8.8% of consolidated total assets at June 30, 2016, and total revenues of 9.2% of consolidated total revenues for the year then ended. Those statements were audited by other auditors whose reports thereon have been furnished to us, and our opinion expressed herein, insofar as it relates to the amounts included for Alice Peck Day Hospital as of and for the year ended June 30, 2017 and The Cheshire Medical Center as of and for the year ended June 30, 2016, is based solely on the reports of the other auditors. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. 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 reports of the other auditors, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Health System as of June 30, 2017 and 2016, and the results of its 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 audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves and other additional procedures, in accordance with auditing standards generally accepted in the United States of America. In our opinion, the consolidating information is fairly stated, in all material respects, in relation to the consolidated financial statements taken as a whole. The consolidating information is presented for purposes of additional analysis of the consolidated financial statements rather than to present the financial position, results of operations, changes in net assets and cash flows of the individual companies and is not a required part of the consolidated financial statements. Accordingly, we do not express an opinion on the financial position, results of operations, changes in net assets and cash flows of the individual companies.

Priscilla A. Cooper LLP

Boston, Massachusetts
November 17, 2017

Dartmouth-Hitchcock Health and Subsidiaries
Consolidated Balance Sheets
June 30, 2017 and 2016

<i>(in thousands of dollars)</i>	2017	2016
Assets		
Current assets		
Cash and cash equivalents	\$ 68,498	\$ 40,592
Patient accounts receivable, net of estimated uncollectibles of \$121,340 and \$118,403 at June 30, 2017 and 2016 (Note 4)	237,260	260,988
Prepaid expenses and other current assets	89,203	95,820
Total current assets	<u>394,961</u>	<u>397,400</u>
Assets limited as to use (Notes 5 and 7)	662,323	592,468
Other investments for restricted activities (Notes 5 and 7)	124,529	142,036
Property, plant, and equipment, net (Note 6)	609,975	612,564
Other assets	97,120	87,266
Total assets	<u>\$ 1,888,908</u>	<u>\$ 1,831,734</u>
Liabilities and Net Assets		
Current liabilities		
Current portion of long-term debt (Note 10)	\$ 18,357	\$ 18,307
Line of credit (Note 13)	-	36,550
Current portion of liability for pension and other postretirement plan benefits (Note 11)	3,220	3,176
Accounts payable and accrued expenses (Note 13)	89,160	107,544
Accrued compensation and related benefits	114,911	103,554
Estimated third-party settlements (Note 4)	27,433	19,650
Total current liabilities	<u>253,081</u>	<u>288,781</u>
Long-term debt, excluding current portion (Note 10)	616,403	625,341
Insurance deposits and related liabilities (Note 12)	50,960	56,887
Interest rate swaps (Notes 7 and 10)	20,916	28,917
Liability for pension and other postretirement plan benefits, excluding current portion (Note 11)	282,971	272,493
Other liabilities	90,548	69,811
Total liabilities	<u>1,314,879</u>	<u>1,342,230</u>
Commitments and contingencies (Notes 4, 6, 7, 10, and 13)		
Net assets		
Unrestricted (Note 9)	424,947	360,183
Temporarily restricted (Notes 8 and 9)	94,917	75,731
Permanently restricted (Notes 8 and 9)	54,165	53,590
Total net assets	<u>574,029</u>	<u>489,504</u>
Total liabilities and net assets	<u>\$ 1,888,908</u>	<u>\$ 1,831,734</u>

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

Dartmouth-Hitchcock Health and Subsidiaries
Consolidated Statements of Operations and Changes in Net Assets
Years Ended June 30, 2017 and 2016

(in thousands of dollars)

	2017	2016
Unrestricted revenue and other support		
Net patient service revenue, net of contractual allowances and discounts	\$ 1,859,192	\$ 1,689,275
Provision for bad debts	63,645	55,121
Net patient service revenue less provision for bad debts	<u>1,795,547</u>	<u>1,634,154</u>
Contracted revenue (Note 2)	43,671	65,982
Other operating revenue (Note 2 and 5)	119,177	82,352
Net assets released from restrictions	<u>11,122</u>	<u>9,219</u>
Total unrestricted revenue and other support	<u>1,969,517</u>	<u>1,791,707</u>
Operating expenses		
Salaries	966,352	872,465
Employee benefits	244,855	234,407
Medical supplies and medications	306,080	309,814
Purchased services and other	289,805	255,141
Medicaid enhancement tax (Note 4)	65,069	58,565
Depreciation and amortization	84,562	80,994
Interest (Note 10)	<u>19,838</u>	<u>19,301</u>
Total operating expenses	<u>1,976,561</u>	<u>1,830,687</u>
Operating loss	<u>(7,044)</u>	<u>(38,980)</u>
Nonoperating gains (losses)		
Investment gains (losses) (Notes 5 and 10)	51,056	(20,103)
Other losses	(4,153)	(3,845)
Contribution revenue from acquisition (Note 3)	<u>20,215</u>	<u>18,083</u>
Total nonoperating gains (losses), net	<u>67,118</u>	<u>(5,865)</u>
Excess (deficiency) of revenue over expenses	<u>\$ 60,074</u>	<u>\$ (44,845)</u>

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

Dartmouth-Hitchcock Health and Subsidiaries
Consolidated Statements of Operations and Changes in Net Assets
Years Ended June 30, 2017 and 2016

<i>(in thousands of dollars)</i>	2017	2016
Unrestricted net assets		
Excess (deficiency) of revenue over expenses	\$ 60,074	\$ (44,845)
Net assets released from restrictions	1,839	3,248
Change in funded status of pension and other postretirement benefits (Note 11)	(1,587)	(66,541)
Other changes in net assets	(3,364)	-
Change in fair value of interest rate swaps (Note 10)	7,802	(5,873)
Increase (decrease) in unrestricted net assets	<u>64,764</u>	<u>(114,011)</u>
Temporarily restricted net assets		
Gifts, bequests, sponsored activities	26,592	12,227
Investment gains	1,677	518
Change in net unrealized gains on investments	3,775	(1,674)
Net assets released from restrictions	(12,961)	(12,467)
Contribution of temporarily restricted net assets from acquisition	103	670
Increase (decrease) in temporarily restricted net assets	<u>19,186</u>	<u>(726)</u>
Permanently restricted net assets		
Gifts and bequests	300	699
Investment gains (losses) in beneficial interest in trust	245	(219)
Contribution of permanently restricted net assets from acquisition	30	29
Increase in permanently restricted net assets	<u>575</u>	<u>509</u>
Change in net assets	84,525	(114,228)
Net assets		
Beginning of year	<u>489,504</u>	<u>603,732</u>
End of year	<u>\$ 574,029</u>	<u>\$ 489,504</u>

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

Dartmouth-Hitchcock Health and Subsidiaries
Consolidated Statements of Cash Flows
Years Ended June 30, 2017 and 2016

<i>(in thousands of dollars)</i>	2017	2016
Cash flows from operating activities		
Change in net assets	\$ 84,525	\$ (114,228)
Adjustments to reconcile change in net assets to net cash (used) provided by operating and nonoperating activities		
Change in fair value of interest rate swaps	(8,001)	4,177
Provision for bad debt	63,645	55,121
Depreciation and amortization	84,711	81,138
Contribution revenue from acquisition	(20,348)	(18,782)
Change in funded status of pension and other postretirement benefits	1,587	66,541
Loss on disposal of fixed assets	1,703	2,895
Net realized (gain) losses and change in net unrealized (gain) losses on investments	(57,255)	27,573
Restricted contributions and investment earnings	(4,374)	(4,301)
Proceeds from sales of securities	809	496
Loss from debt defeasance	381	-
Changes in assets and liabilities		
Patient accounts receivable, net	(35,811)	(101,567)
Prepaid expenses and other current assets	7,386	4,767
Other assets, net	(8,934)	2,188
Accounts payable and accrued expenses	(17,820)	(23,668)
Accrued compensation and related benefits	10,349	5,343
Estimated third-party settlements	7,783	(3,652)
Insurance deposits and related liabilities	(5,927)	(14,589)
Liability for pension and other postretirement benefits	8,935	15,599
Other liabilities	11,431	2,109
Net cash provided (used) by operating and nonoperating activities	<u>124,775</u>	<u>(12,840)</u>
Cash flows from investing activities		
Purchase of property, plant, and equipment	(77,361)	(73,021)
Proceeds from sale of property, plant, and equipment	1,087	612
Purchases of investments	(259,201)	(67,117)
Proceeds from maturities and sales of investments	276,934	66,105
Cash received through acquisition	3,564	12,619
Net cash used by investing activities	<u>(54,977)</u>	<u>(60,802)</u>
Cash flows from financing activities		
Proceeds from line of credit	65,000	140,600
Payments on line of credit	(101,550)	(105,250)
Repayment of long-term debt	(48,506)	(104,343)
Proceeds from issuance of debt	39,064	140,031
Payment of debt issuance costs	(274)	(14)
Restricted contributions and investment earnings	4,374	4,301
Net cash (used) provided by financing activities	<u>(41,892)</u>	<u>75,325</u>
Increase in cash and cash equivalents	27,906	1,683
Cash and cash equivalents		
Beginning of year	40,592	38,909
End of year	<u>\$ 68,498</u>	<u>\$ 40,592</u>
Supplemental cash flow information		
Interest paid	\$ 23,407	\$ 22,298
Asset depreciation due to affiliations	-	(960)
Net assets acquired as part of acquisition, net of cash acquired	16,784	6,163
Building construction in process financed by a third party	8,426	-
Construction in progress included in accounts payable and accrued expenses	14,669	16,427
Equipment acquired through issuance of capital lease obligations	-	2,001
Donated securities	809	688

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

Dartmouth-Hitchcock Health and Subsidiaries

Consolidated Notes to Financial Statements

June 30, 2017 and 2016

1. Organization and Community Benefit Commitments

Dartmouth-Hitchcock Health (D-HH) serves as the sole corporate member of Mary Hitchcock Memorial Hospital (MHMH) and Dartmouth-Hitchcock Clinic (DHC) (collectively referred to as "Dartmouth-Hitchcock" (D-H)), New London Hospital Association (NLH), Mt. Ascutney Hospital and Health Center (MAHHC), The Cheshire Medical Center (Cheshire), Alice Peck Day Memorial Hospital (APD) and Visiting Nurse & Hospice for VT and NH (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.

Fiscal year 2017 includes a full year of operations of D-HH, D-H, NLH, MAHHC, Cheshire, APD and VNH. Fiscal year 2016 includes a full year of operations of D-HH, D-H, NLH, MAHHC and Cheshire, four months of operations of APD and no activity for VNH.

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.).

Dartmouth-Hitchcock Health and Subsidiaries
Consolidated Notes to Financial Statements
June 30, 2017 and 2016

- *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, 2017 and 2016, the Health System provided financial assistance to patients in the amount of approximately \$29,934,000 and \$30,637,000, respectively, as measured by gross charges. The estimated cost of providing this care for the years ended June 30, 2017 and 2016 was approximately \$12,173,000 and \$12,257,000, 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 2016 was approximately \$124,371,000. The 2017 Community Benefits Reports are expected to be filed in February 2018.

Dartmouth-Hitchcock Health and Subsidiaries
Consolidated Notes to Financial Statements
June 30, 2017 and 2016

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, 2016:

(Unaudited, in thousands of dollars)

Government-sponsored healthcare services	\$ 281,014
Health professional education	32,561
Subsidized health services	25,846
Charity care	10,769
Community health services	5,701
Research	3,417
Financial contributions	1,792
Community building activities	1,789
Community benefit operations	1,107
Total community benefit value	\$ 363,996

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, 2017 and 2016, the Health System reported a provision for bad debt expense of approximately \$63,645,000 and \$55,121,000, 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* (ASC 954), which addresses the accounting for healthcare entities. In accordance with the provisions of ASC 954, net assets, revenue, expenses, gains and losses 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.

Dartmouth-Hitchcock Health and Subsidiaries

Consolidated Notes to Financial Statements

June 30, 2017 and 2016

Excess (Deficiency) of Revenue over Expenses

The consolidated statements of operations and changes in net assets include the excess (deficiency) 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, realized gains/losses on sales of investment securities and changes in unrealized gains/losses in investments are reported as nonoperating gains (losses).

Changes in unrestricted net assets which are excluded from the excess (deficiency) 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 4).

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 4).

Contracted Revenue

The Health System has various Professional Service Agreements (PSAs), pursuant to which certain organizations purchase services of personnel employed by the Health System and also lease space and equipment. Revenue pursuant to these PSAs and certain facility and equipment leases and other professional service contracts have been classified as contracted revenue in the accompanying consolidated statements of operations and changes in net assets.

Other Revenue

The Health System recognizes other revenue which is not related to patient medical care but is central to the day-to-day operations of the Health System. This revenue includes retail pharmacy, joint operating agreements, grant revenue, cafeteria sales, meaningful use incentive payments and other support service revenue.

Dartmouth-Hitchcock Health and Subsidiaries
Consolidated Notes to Financial Statements
June 30, 2017 and 2016

Cash Equivalents

Cash equivalents include investments in highly liquid investments with maturities of three months or less when purchased, excluding amounts where use is limited by internal designation or other arrangements under trust agreements or by donors.

Investments and Investment Income

Investments in equity securities with readily determinable fair values, mutual funds and pooled/commingled funds, and all investments in debt securities are considered to be trading securities reported at fair value with changes in fair value included in the excess (deficiency) of revenues over expenses. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date (Note 7).

Investments in pooled/commingled investment funds, private equity funds and hedge funds that represent investments where the Health System owns shares or units of funds rather than the underlying securities in that fund are valued using the equity method of accounting with changes in value recorded in the excess (deficiency) 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 restricted assets were invested in these pooled funds by purchasing units based on the market value of the pooled funds at the end of the month prior to receipt of any new additions to the funds. Interest, dividends, and realized and unrealized gains and losses earned on pooled funds are allocated monthly based on the weighted average units outstanding at the prior month-end.

Investment income or losses (including change in unrealized and realized gains and losses on unrestricted investments, change in value of equity method investments, interest, and dividends) are included in the excess (deficiency) of revenue over expenses and classified as nonoperating gains and losses, unless the income or loss is restricted by donor or law (Note 9).

Fair Value Measurement of Financial Instruments

The Health System estimates fair value based on a valuation framework that uses a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements). The three levels of fair value hierarchy, as defined by ASC 820, *Fair Value Measurements and Disclosures*, are described below:

- Level 1 Unadjusted quoted prices in active markets that are accessible at the measurement date for assets or liabilities.
- Level 2 Prices other than quoted prices in active markets that are either directly or indirectly observable as of the date of measurement.
- Level 3 Prices or valuation techniques that are both significant to the fair value measurement and unobservable.

Dartmouth-Hitchcock Health and Subsidiaries
Consolidated Notes to Financial Statements
June 30, 2017 and 2016

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 (deficiency) 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.

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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 \$2,700,000 as intangible assets associated with its affiliations as of June 30, 2017 and 2016. There were no impairment charges recorded for the years ended June 30, 2017 and 2016.

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 (deficiency) 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 (deficiency) of revenue over expenses.

Gifts and Bequests

Unrestricted gifts and bequests are recorded net of related expenses as nonoperating gains. Conditional promises to give and indications of intentions to give to the Health System are reported at fair value at the date the gift is received. Gifts are reported 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.

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Recently Issued Accounting Pronouncements

In May 2014, the Financial Accounting Standards Board (FASB) issued ASU 2014-09 - *Revenue from Contracts with Customers* at the conclusion of a joint effort with the International Accounting Standards Board to create common revenue recognition guidance in accordance with accounting principles generally accepted in the United States of America and international accounting standards. This framework ensures that entities appropriately reflect the consideration to which they expect to be entitled in exchange for goods and services, by allocating transaction price to identified performance obligations, and recognizing that revenue as performance obligations are satisfied. Qualitative and quantitative disclosures will be required to enable users of financial statements to understand the nature, amount, timing, and uncertainty of revenue and cash flows arising from contracts with customers. The original standard was effective for fiscal years beginning after December 15, 2016; however, in July 2015, the FASB approved a one-year deferral of this standard, with a new effective date for fiscal years beginning after December 15, 2017 or fiscal year 2019 for the Health System. The Health System is evaluating the impact this will have on the consolidated financial statements.

In April 2015, the FASB issued ASU 2015-03 - *Imputation of Interest: Simplifying the Presentation of Debt Issuance Costs*, which requires all costs incurred to issue debt to be presented in the balance sheet as a direct deduction from the carrying value of the associated debt liability. The Health System implemented the new standard during the year ended June 30, 2017 and reclassified \$3,933,000 as of June 30, 2016, to conform to the 2017 presentation.

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. Early adoption is permitted once ASU 2014-09 has been adopted. 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) may be early adopted. The Health System implemented this aspect of the new standard 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*, which makes targeted changes to the not-for-profit financial reporting model. Under the new ASU, net asset reporting will be streamlined and clarified. The existing three-category classification of net assets will be replaced with a simplified model that combines temporarily

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restricted and permanently restricted into a single category called "net assets with donor restrictions." The guidance for classifying deficiencies in endowment funds and on accounting for the lapsing of restrictions on gifts to acquire property, plant, and equipment have also been simplified and clarified. New disclosures will highlight restrictions on the use of resources that make otherwise liquid assets unavailable for meeting near-term financial requirements. Not-for-profits will continue to have flexibility to decide whether to report an operating subtotal and if so, to self-define what is included or excluded. However, transparent disclosure must be provided if the operating subtotal includes internal transfers made by the governing board. The ASU also imposes several new requirements related to reporting expenses, including providing information about expenses by their natural classification. The ASU is effective for fiscal years beginning after December 15, 2017 or fiscal year 2019 for the Health System and early adoption is permitted. The Health System is evaluating the impact of the new guidance on the consolidated financial statements.

Reclassifications

Certain amounts in the 2016 consolidated financial statements have been reclassified to conform to the 2017 presentation.

3. Acquisitions

Effective July 1, 2016, D-HH became the sole corporate member of VNH through an affiliation agreement. VNH is a not-for-profit corporation organized in VT providing home health, hospice and community based services to residents of NH and VT.

In accordance with applicable accounting guidance on not-for-profit mergers and acquisitions, The Health System recorded contribution income of approximately \$20,348,000, reflecting the fair value of the contributed net assets of VNH, on the transaction date. Of this amount \$20,215,000 represents unrestricted net assets and is included as a nonoperating gain in the accompanying consolidated statement of operations. Restricted contribution income of \$103,000 and \$30,000 was recorded within temporarily and permanently restricted net assets, respectively in the accompanying consolidated statement of changes in net assets. No consideration was exchanged for the net assets contributed and acquisition costs were expensed as incurred.

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The fair value of assets, liabilities, and net assets contributed by VNH at July 1, 2016 were as follows:

(in thousands of dollars)

Assets	
Cash and cash equivalents	\$ 3,564
Patient accounts receivable, net	4,107
Property, plant, and equipment, net	436
Other assets	15,323
Total assets acquired	<u>\$ 23,430</u>
Liabilities	
Accounts payable and accrued expenses	\$ 1,194
Accrued compensation and related benefits	1,008
Other liabilities	880
Total liabilities assumed	<u>3,082</u>
Net Assets	
Unrestricted	20,215
Temporarily restricted	103
Permanently restricted	30
Total net assets	<u>20,348</u>
Total liabilities and net assets	<u>\$ 23,430</u>

A summary of the financial results of VNH included in the consolidated statement of operations and changes in net assets for the period from the date of acquisition (July 1, 2016) through June 30, 2017 is as follows:

(in thousands of dollars)

Total operating revenues	\$ 22,964
Total operating expenses	22,707
Operating gain	<u>257</u>
Nonoperating gains	2,604
Excess of revenue over expenses	<u>2,861</u>
Net assets transferred to affiliate	20,348
Changes in temporarily and permanently restricted net assets	(103)
Increase in net assets	<u>\$ 23,106</u>

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A summary of the consolidated financial results of the Health System for the year ended June 30, 2016 as if the transaction had occurred on July 1, 2015 are as follows (unaudited):

(in thousands of dollars)

Total operating revenues	\$ 1,813,935
Total operating expenses	<u>1,852,896</u>
Operating loss	(38,961)
Nonoperating gains	<u>(5,953)</u>
(Deficiency) of revenue over expenses	(44,914)
Net assets released from restriction used for capital purchases	3,248
Change in funded status of pension and other post retirement benefits	(66,541)
Other changes in net assets	-
Change in fair value on interest rate swaps	<u>(5,873)</u>
(Decrease) increase in unrestricted net assets	<u>\$ (114,080)</u>

4. 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, 2017 and 2016:

(in thousands of dollars)

	2017	2016
Gross patient service revenue	\$ 4,865,332	\$ 4,426,305
Less: Contractual allowances	3,006,140	2,737,030
Provision for bad debt	<u>63,645</u>	<u>55,121</u>
Net patient service revenue	<u>\$ 1,795,547</u>	<u>\$ 1,634,154</u>

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.

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Accounts receivable, prior to adjustment for estimated uncollectibles, are summarized as follows at June 30, 2017 and 2016:

<i>(in thousands of dollars)</i>	2017	2016
Receivables		
Patients	\$ 90,786	\$ 126,320
Third-party payors	263,240	244,716
Nonpatient	4,574	8,355
	<u>\$ 358,600</u>	<u>\$ 379,391</u>

The allowance for estimated uncollectibles is \$121,340,000 and \$118,403,000 as of June 30, 2017 and 2016.

The following table categorizes payors into five groups and their respective percentages of gross patient service revenue for the years ended June 30, 2017 and 2016:

	2017	2016
Medicare	43 %	42 %
Anthem/blue cross	18	19
Commercial insurance	20	22
Medicaid	13	14
Self-pay/other	6	3
	<u>100 %</u>	<u>100 %</u>

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, 2017 and 2016 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 the 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% (subject to sequestration of 2%) of reasonable costs 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. Medicare reimburses nursing home and rehabilitation services based on an acuity driven prospective payment system with no retrospective settlement.

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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, 2017 and 2016, the Health System recorded State of NH Medicaid Enhancement Tax (MET) and State of VT Provider Tax of \$65,069,000 and \$58,565,000, 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 operating expenses 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 other operating expenses, was \$645,000 and \$528,000 in 2017 and 2016, 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 the agreement the parties have agreed to resolve all pending litigation related to MET and Medicaid Rates, including the Catholic Medical Center Litigation, the Northeast Rehabilitation Litigation, 2014 DRA Refund Requests, and the State Rate Litigation. As part of the Medicaid Enhancement Tax Agreement effective July 1, 2014, a "Trust / Lock Box" dedicated fund mechanism will be established for receipt and distribution of all MET proceeds with all monies used exclusively to support Medicaid services. During the years ended June 30, 2017 and 2016, the Health System received disproportionate share hospital (DSH) payments of approximately \$59,473,000 and \$56,718,000, respectively which is included in net patient service revenue in the consolidated statement of operations and changes in net assets.

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. The Health System has recognized other revenue of \$1,156,000 and \$2,330,000 in meaningful use incentives for both the Medicare and VT Medicaid programs during the years ended June 30, 2017 and 2016, 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.

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Nonacute 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 (2011 - 2015). 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 2017 and 2016, changes in prior estimates related to the Health System's settlements with third-party payors resulted in increases (decreases) in net patient service revenue of \$2,000,000 and \$(859,000) respectively, in the consolidated statements of operations and changes in net assets.

5. Investments

The composition of investments at June 30, 2017 and 2016 is set forth in the following table:

<i>(in thousands of dollars)</i>	2017	2016
Assets limited as to use		
Internally designated by board		
Cash and short-term investments	\$ 9,923	\$ 12,915
U.S. government securities	44,835	33,578
Domestic corporate debt securities	100,953	65,610
Global debt securities	105,920	119,385
Domestic equities	129,548	100,009
International equities	95,167	61,768
Emerging markets equities	33,893	34,282
Real Estate Investment Trust	791	432
Private equity funds	39,699	33,209
Hedge funds	30,448	52,337
	<u>591,177</u>	<u>513,525</u>
Investments held by captive insurance companies (Note 12)		
U.S. government securities	18,814	22,484
Domestic corporate debt securities	21,681	29,123
Global debt securities	5,707	5,655
Domestic equities	9,048	7,830
International equities	13,888	11,901
	<u>69,138</u>	<u>76,993</u>
Held by trustee under indenture agreement (Note 10)		
Cash and short-term investments	2,008	1,950
	<u>2,008</u>	<u>1,950</u>
Total assets limited as to use	<u>\$ 662,323</u>	<u>\$ 592,468</u>

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<i>(in thousands of dollars)</i>	2017	2016
Other investments for restricted activities		
Cash and short-term investments	\$ 5,467	\$ 12,219
U.S. government securities	28,096	21,351
Domestic corporate debt securities	27,762	33,203
Global debt securities	14,560	20,808
Domestic equities	18,451	19,215
International equities	15,499	13,986
Emerging markets equities	3,249	4,887
Real Estate Investment Trust	790	470
Private equity funds	3,949	4,780
Hedge funds	6,676	11,087
Other	30	30
Total other investments for restricted activities	\$ 124,529	\$ 142,036

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 nondistressed basis.

The following tables summarize the investments by the accounting method utilized, as of June 30, 2017 and 2016. Accounting standards require disclosure of additional information for those securities accounted for using the fair value method, as shown in Note 7.

<i>(in thousands of dollars)</i>	2017		
	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

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<i>(in thousands of dollars)</i>	2016		
	Fair Value	Equity	Total
Cash and short-term investments	\$ 27,084	\$ -	\$ 27,084
U.S. government securities	77,413	-	77,413
Domestic corporate debt securities	101,271	26,665	127,936
Global debt securities	40,356	105,492	145,848
Domestic equities	115,082	11,972	127,054
International equities	23,271	64,384	87,655
Emerging markets equities	331	38,838	39,169
Real estate investment trust	20	882	902
Private equity funds	-	37,989	37,989
Hedge funds	-	63,424	63,424
Other	30	-	30
	<u>\$ 384,858</u>	<u>\$ 349,646</u>	<u>\$ 734,504</u>

Investment income (losses) is comprised of the following for the years ended June 30, 2017 and 2016:

<i>(in thousands of dollars)</i>	2017	2016
Unrestricted		
Interest and dividend income, net	\$ 4,418	\$ 5,088
Net realized gains (losses) on sales of securities	16,868	(1,223)
Change in net unrealized gains on investments	<u>30,809</u>	<u>(22,980)</u>
	<u>52,095</u>	<u>(19,115)</u>
Temporarily restricted		
Interest and dividend income, net	1,394	536
Net realized gains (losses) on sales of securities	283	(18)
Change in net unrealized gains on investments	<u>3,775</u>	<u>(1,674)</u>
	<u>5,452</u>	<u>(1,156)</u>
Permanently restricted		
Change in net unrealized gains (losses) on beneficial interest in trust	<u>245</u>	<u>(219)</u>
	<u>245</u>	<u>(219)</u>
	<u>\$ 57,792</u>	<u>\$ (20,490)</u>

For the years ended June 30, 2017 and 2016 unrestricted investment income (losses) is reflected in the accompanying consolidated statements of operations and changes in net assets as operating revenue of approximately \$1,039,000 and \$988,000 and as nonoperating gains (losses) of approximately \$51,056,000 and (\$20,103,000), 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, 2017 and 2016, the Health System has committed to contribute approximately \$119,719,000 and

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\$116,851,000 to such funds, of which the Health System has contributed approximately \$81,982,000 and \$80,019,000 and has outstanding commitments of \$37,737,000 and \$36,832,000, respectively.

6. Property, Plant, and Equipment

Property, plant, and equipment are summarized as follows at June 30, 2017 and 2016:

<i>(in thousands of dollars)</i>	2017	2016
Land	\$ 38,058	\$ 33,004
Land improvements	37,579	36,899
Buildings and improvements	818,831	801,840
Equipment	766,667	744,443
Equipment under capital leases	20,495	20,823
	<u>1,681,630</u>	<u>1,637,009</u>
Less: Accumulated depreciation and amortization	<u>1,101,058</u>	<u>1,046,617</u>
Total depreciable assets, net	580,572	590,392
Construction in progress	<u>29,403</u>	<u>22,172</u>
	<u>\$ 609,975</u>	<u>\$ 612,564</u>

As of June 30, 2017 construction in progress primarily consists of the construction of the Hospice & Palliative Care Center and APD's medical office building, both in Lebanon, NH. The estimated cost to complete these projects at June 30, 2017 is \$7,335,000 and \$9,381,000, respectively.

The construction in progress for the Borwell building reported as of June 30, 2016 was completed during the first quarter of fiscal year 2017 and the building addition for New London at the Newport Health Center was completed in the second quarter of fiscal year 2017.

Depreciation and amortization expense included in operating and nonoperating activities was approximately \$84,711,000 and \$81,138,000 for 2017 and 2016, respectively.

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7. Fair Value Measurements

The following is a description of the valuation methodologies for assets and liabilities measured at fair value on a recurring basis:

Cash and Short-Term Investments

Consists of money market funds and are valued at net asset value (NAV) reported by the financial institution.

Domestic, Emerging Markets and International Equities

Consists of actively traded equity securities and mutual funds which are valued at the closing price reported on an active market on which the individual securities are traded (Level 1 measurements).

U.S. Government Securities, Domestic Corporate and Global Debt Securities

Consists of U.S. government securities, domestic corporate and global debt securities, mutual funds and pooled/commingled funds that invest in U.S. government securities, domestic corporate and global debt securities. Securities are valued based on quoted market prices or dealer quotes where available (Level 1 measurement). If quoted market prices are not available, fair values are based on quoted market prices of comparable instruments or, if necessary, matrix pricing from a third party pricing vendor to determine fair value (Level 2 measurements). Matrix prices are based on quoted prices for securities with similar coupons, ratings and maturities, rather than on specific bids and offers for a designated security. Investments in mutual funds are measured based on the quoted NAV as of the close of business in the respective active market (Level 1 measurements).

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.

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.

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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, 2017 and 2016:

(in thousands of dollars)	2017				Redemption or Liquidation	Days' Notice
	Level 1	Level 2	Level 3	Total		
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	1,228	-	-	1,228	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		

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(in thousands of dollars)	2016				Redemption or Liquidation	Days' Notice
	Level 1	Level 2	Level 3	Total		
Assets						
Investments						
Cash and short term investments	\$ 27,084	\$ -	\$ -	\$ 27,084	Daily	1
U.S. government securities	77,413	-	-	77,413	Daily	1
Domestic corporate debt securities	27,626	73,845	-	101,271	Daily-Monthly	1-15
Global debt securities	23,103	17,253	-	40,356	Daily-Monthly	1-15
Domestic equities	115,082	-	-	115,082	Daily-Monthly	1-10
International equities	23,271	-	-	23,271	Daily-Monthly	1-11
Emerging market equities	331	-	-	331	Daily-Monthly	1-7
Real estate investment trust	20	-	-	20	Daily-Monthly	1-7
Other	-	30	-	30	Not applicable	Not applicable
Total investments	293,930	90,928	-	384,858		
Deferred compensation plan assets						
Cash and short-term investments	2,478	-	-	2,478		
U.S. government securities	30	-	-	30		
Domestic corporate debt securities	6,710	-	-	6,710		
Global debt securities	794	-	-	794		
Domestic equities	23,502	-	-	23,502		
International equities	8,619	-	-	8,619		
Emerging market equities	2,113	-	-	2,113		
Real estate	2,057	-	-	2,057		
Multi strategy fund	9,188	-	-	9,188		
Guaranteed contract	-	-	80	80		
Total deferred compensation plan assets	55,491	-	80	55,571	Not applicable	Not applicable
Beneficial interest in trusts	-	-	9,087	9,087	Not applicable	Not applicable
Total assets	\$ 349,421	\$ 90,928	\$ 9,167	\$ 449,516		
Liabilities						
Interest rate swaps	\$ -	\$ 28,917	\$ -	\$ 28,917	Not applicable	Not applicable
Total liabilities	\$ -	\$ 28,917	\$ -	\$ 28,917		

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.

(in thousands of dollars)	2017		
	Beneficial Interest in Perpetual Trust	Guaranteed Contract	Total
Balances at beginning of year	\$ 9,087	\$ 80	\$ 9,167
Purchases	-	-	-
Sales	-	-	-
Net unrealized gains (losses)	157	3	160
Net asset transfer from affiliate	-	-	-
Balances at end of year	\$ 9,244	\$ 83	\$ 9,327

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<i>(in thousands of dollars)</i>	2016		
	Beneficial Interest in Perpetual Trust	Guaranteed Contract	Total
Balances at beginning of year	\$ 9,345	\$ 78	\$ 9,423
Purchases	-	-	-
Sales	-	-	-
Net unrealized gains (losses)	(258)	2	(256)
Net asset transfer from affiliate	-	-	-
Balances at end of year	\$ 9,087	\$ 80	\$ 9,167

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, 2017 and 2016.

8. Temporarily and Permanently Restricted Net Assets

Temporarily restricted net assets are available for the following purposes at June 30, 2017 and 2016:

<i>(in thousands of dollars)</i>	2017	2016
Healthcare services	\$ 32,583	\$ 44,561
Research	25,385	16,680
Purchase of equipment	3,080	2,826
Charity care	13,814	1,543
Health education	17,489	8,518
Other	2,566	1,603
	\$ 94,917	\$ 75,731

Permanently restricted net assets consist of the following at June 30, 2017 and 2016:

<i>(in thousands of dollars)</i>	2017	2016
Healthcare services	\$ 22,916	\$ 32,105
Research	7,795	7,767
Purchase of equipment	6,274	5,266
Charity care	6,895	2,991
Health education	10,228	5,408
Other	57	53
	\$ 54,165	\$ 53,590

Income earned on permanently restricted net assets is available for these purposes.

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9. Board Designated and Endowment Funds

Net assets include numerous funds established for a variety of purposes including both donor-restricted endowment funds and funds designated by the Board of Trustees to function as endowments. Net assets associated with endowment funds, including funds designated by the Board of Trustees to function as endowments, are classified and reported based on the existence or absence of donor-imposed restrictions.

The Board of Trustees has interpreted the NH and VT Uniform Prudent Management of Institutional Funds Acts (UPMIFA or Act) for donor-restricted endowment funds as requiring the preservation of the original value of gifts, as of the gift date, to donor-restricted endowment funds, absent explicit donor stipulations to the contrary. The Health System 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, 2017 and 2016.

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Endowment net asset composition by type of fund consists of the following at June 30, 2017 and 2016:

<i>(in thousands of dollars)</i>	2017			Total
	Unrestricted	Temporarily Restricted	Permanently Restricted	
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

<i>(in thousands of dollars)</i>	2016			Total
	Unrestricted	Temporarily Restricted	Permanently Restricted	
Donor-restricted endowment funds	\$ -	\$ 25,780	\$ 45,402	\$ 71,182
Board-designated endowment funds	26,205	-	-	26,205
Total endowed net assets	\$ 26,205	\$ 25,780	\$ 45,402	\$ 97,387

Changes in endowment net assets for the year ended June 30, 2017:

<i>(in thousands of dollars)</i>	2017			Total
	Unrestricted	Temporarily Restricted	Permanently Restricted	
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	

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Changes in endowment net assets for the year ended June 30, 2016:

<i>(in thousands of dollars)</i>	2016			
	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Balances at beginning of year	\$ 26,405	\$ 28,296	\$ 44,491	\$ 99,192
Net investment return	(54)	(1,477)	3	(1,528)
Contributions	-	271	699	970
Transfers	-	(216)	180	(36)
Release of appropriated funds	(146)	(1,094)	-	(1,240)
Net asset transfer from affiliates	-	-	29	29
Balances at end of year	\$ 26,205	\$ 25,780	45,402	\$ 97,387
Balances at end of year			45,402	
Beneficial interest in perpetual trust			8,188	
Permanently restricted net assets			\$ 53,590	

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10. Long-Term Debt

A summary of long-term debt at June 30, 2017 and 2016 is as follows:

<i>(in thousands of dollars)</i>	2017	2016
Variable rate issues		
New Hampshire Health and Education Facilities Authority (NHHEFA) Revenue Bonds		
Series 2015A, principal maturing in varying annual amounts, through August 2031 (2)	\$ 82,975	\$ 86,710
Series 2013, principal maturing in varying annual amounts, through August 2043 (10)	-	19,230
Vermont Educational and Health Buildings Financing Agency (VEHFBA) Revenue Bonds		
Series 2010A, principal maturing in varying annual amounts, through August 2030 (11)	-	7,881
Fixed rate issues		
New Hampshire Health and Education Facilities Authority Revenue Bonds		
Series 2016A, principal maturing in varying annual amounts, through August 2046 (1)	24,608	-
Series 2016B, principal maturing in varying annual amounts, through August 2046 (1)	10,970	-
Series 2014A, principal maturing in varying annual amounts, through August 2022 (4)	26,960	26,960
Series 2014B, principal maturing in varying annual amounts, through August 2033 (4)	14,530	14,530
Series 2012A, principal maturing in varying annual amounts, through August 2031 (5)	71,700	72,720
Series 2012B, principal maturing in varying annual amounts, through August 2031 (5)	39,340	39,900
Series 2012, principal maturing in varying annual amounts, through July 2039 (9)	26,735	27,490
Series 2010, principal maturing in varying annual amounts, through August 2040 (7)	75,000	75,000
Series 2009, principal maturing in varying annual amounts, through August 2038 (8)	57,540	63,370
Total variable and fixed rate debt	<u>430,358</u>	<u>433,791</u>

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A summary of long-term debt at June 30, 2017 and 2016 is as follows (continued):

<i>(in thousands of dollars)</i>	2017	2016
Other		
Revolving Line of Credit, principal maturing through March 2019 (3)	49,750	49,750
Series 2012, principal maturing in varying annual amounts, through July 2025 (6)	136,000	140,000
Series 2010, principal maturing in varying annual amounts, through August 2040 (12)*	15,900	16,287
Note payable to a financial institution payable in interest free monthly installments through July 2015; collateralized by associated equipment*	811	313
Note payable to a financial institution due in monthly interest only payments from October 2011 through September 2012, and monthly installments from October 2012 through 2016, including principal and interest at 3.25%; collateralized by savings account*	-	2,952
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*	437	494
Mortgage note payable to the US Dept of Agriculture; monthly payments of \$10,892 include interest of 2.375% through November 2046*	2,763	-
Obligations under capital leases	3,435	4,875
Total other debt	<u>209,096</u>	<u>214,671</u>
Total variable and fixed rate debt	<u>430,358</u>	<u>433,791</u>
Total long-term debt	639,454	648,462
Less		
Original issue discount, net	862	881
Bond issuance costs, net	3,832	3,933
Current portion	18,357	18,307
	<u>\$ 616,403</u>	<u>\$ 625,341</u>

Aggregate annual principal payments required under revenue bond agreements and capital lease obligations for the next five years ending June 30 and thereafter are as follows:

<i>(in thousands of dollars)</i>	2017
2018	\$ 18,357
2019	68,279
2020	19,401
2021	19,448
2022	19,833
Thereafter	494,136
	<u>\$ 639,454</u>

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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 of which are the Annual Debt Service Coverage Ratio (1.10x) and the Days Cash on Hand Ratio (> 75 days).

(1) Series 2016A and 2016B Revenue Bonds

Through 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. The Series 2016A Revenue Bonds mature in variable amounts through 2046. 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.

(2) Series 2015A Revenue Bonds

Through 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 variable rate as of June 30 2017 was 1.51%

(3) Revolving Line of Credit

Through the DHOG, entered into Revolving Line of Credit TD Bank, N.A. (TD Bank). Interest on the TD Bank loan accrues variably and matures at various dates through March 2019. The variable rate as of June 30 2017 was 1.63%

(4) Series 2014A and Series 2014B Revenue Bonds

Through 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.

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(5) Series 2012A and 2012B Revenue Bonds

Through 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.

(6) Series 2012 Bank Loan

Through 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.

(7) Series 2010 Revenue Bonds

Through 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.

(8) Series 2009 Revenue Bonds

Through 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.

(9) Series 2012 Revenue Bonds

Issued through the NHHEFA \$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 are collateralized by an interest in its gross receipts under the terms of the bond agreement. 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.

(10) Series 2013 Revenue Bonds

Issued through the NHHEFA \$15,520,000 tax exempt Revenue Bonds Series 2013A. The Series 2013A funds were used to refund Series 2007 Revenue Bonds. Additional borrowings were obtained (up to \$9,480,000 Revenue Bonds, Series 2013B) for the construction of a new health center building in Newport, NH. The bonds are collateralized by the gross receipts and property. The bonds mature in variable amounts through 2043, the maturity date of the bonds, but are subject to mandatory tender in ten years. Interest is payable monthly and is equal to the sum of .72 times the Adjusted LIBOR Rate plus .72 times the credit spread rate. As part of the bond refinancing, the swap arrangement was effectively terminated for federal tax purposes with

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respect to the Series 2007 Revenue Bonds but remains in effect. These bonds were paid with the proceeds of the Series 2016A Revenue Bonds.

(11) Series 2010A Revenue Bonds

Issued through the VEHBFA \$9,244,000 of Revenue Bonds Series 2010A. The funds were used to refund 2004 and 2005 Series A Bonds. The bonds are collateralized by gross receipts. The bonds shall bear interest at the one-month LIBOR rate plus 3.50%, multiplied by 6% adjusting monthly. The bonds were purchased by TD Bank on March 1, 2010. Principal payments began on April 1, 2010 for a period of 20 years ranging in amounts from \$228,000 in 2014 to \$207,000 in 2030. These bonds were refunded in July 2016.

Outstanding joint and several indebtedness of the DHOG at June 30, 2017 and 2016 approximates \$616,108,000 and \$568,940,000, respectively.

Non Obligated Group Bonds

(12) Series 2010 Revenue Bonds

Issued through the Business Finance Authority (BFA) of the State of NH. 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 \$2,008,000 and \$1,950,000 at June 30, 2017 and 2016, respectively, are classified as assets limited as to use in the accompanying consolidated balance sheets.

For the years ended June 30, 2017 and 2016 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 \$19,838,000 and \$19,301,000 and is included in other nonoperating losses of \$3,135,000 and \$3,201,000, 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

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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.

- 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.
- 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.

At June 30, 2017 and 2016 the fair value of the Health System's interest rate swaps was a liability of \$20,915,000 and \$28,917,000, respectively. The change in fair value during the years ended June 30, 2017 and 2016 was a (decrease) and an increase of (\$8,002,000) and \$4,177,000, respectively. For the years ended June 30, 2017 and 2016 the Health System recognized a nonoperating gain of \$124,000 and \$1,696,000 resulting from hedge ineffectiveness and amortization of frozen swaps.

11. 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 December 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.

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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, 2017 and 2016:

<i>(in thousands of dollars)</i>	2017	2016
Service cost for benefits earned during the year	\$ 5,736	\$ 11,084
Interest cost on projected benefit obligation	47,316	48,036
Expected return on plan assets	(64,169)	(63,479)
Net prior service cost	109	848
Net loss amortization	20,267	26,098
Special/contractual termination benefits	119	300
One-time benefit upon plan freeze acceleration	9,519	-
	<u>\$ 18,897</u>	<u>\$ 22,887</u>

The following assumptions were used to determine net periodic pension expense as of June 30, 2017 and 2016:

	2017	2016
Discount rate	4.20 % - 4.90 %	4.30 % - 4.90%
Rate of increase in compensation	Age Graded - N/A	Age Graded/0.00 % - 2.50 %
Expected long-term rate of return on plan assets	7.50 % - 7.75 %	7.50 % - 7.75 %

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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, 2017 and 2016:

<i>(in thousands of dollars)</i>	2017	2016
Change in benefit obligation		
Benefit obligation at beginning of year	\$ 1,096,619	\$ 988,143
Service cost	5,736	11,084
Interest cost	47,316	48,108
Benefits paid	(43,276)	(39,001)
Expenses paid	(183)	(180)
Actuarial (gain) loss	6,884	99,040
Settlements	-	(13,520)
Plan change	-	2,645
Special/contractual termination benefits	-	300
One-time benefit upon plan freeze acceleration	9,519	-
Benefit obligation at end of year	<u>1,122,615</u>	<u>1,096,619</u>
Change in plan assets		
Fair value of plan assets at beginning of year	872,320	845,052
Actual return on plan assets	44,763	81,210
Benefits paid	(43,276)	(42,494)
Expenses paid	(183)	(180)
Employer contributions	5,077	2,252
Settlements	-	(13,520)
Fair value of plan assets at end of year	<u>878,701</u>	<u>872,320</u>
Funded status of the plans	(243,914)	(224,299)
Less current portion of liability for pension	<u>(46)</u>	<u>(46)</u>
Long term portion of liability for pension	<u>(243,868)</u>	<u>(224,253)</u>
Liability for pension	<u>\$ (243,914)</u>	<u>\$ (224,299)</u>

For the years ended June 30, 2017 and 2016 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 as of June 30, 2017 and 2016 are as follows:

<i>(in thousands of dollars)</i>	2017	2016
Net actuarial loss	\$ 429,782	\$ 423,640
Prior service cost	-	228
	<u>\$ 429,782</u>	<u>\$ 423,868</u>

The estimated amounts to be amortized from unrestricted net assets into net periodic pension expense in 2018 for net actuarial losses is \$10,966,000.

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The accumulated benefit obligation for the defined benefit pension plans was approximately \$1,123,010,000 and \$1,082,818,000 at June 30, 2016 and 2017, respectively.

The following table sets forth the assumptions used to determine the benefit obligation at June 30, 2017 and 2016:

	2017	2016
Discount rate	4.00 % - 4.30 %	4.20 % - 4.30 %
Rate of increase in compensation	N/A - 0.00 %	Age Graded/0.00 % - 2.50 %

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, 2017 and 2016, it is expected that the LDI strategy will hedge approximately 55% and 65%, 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	0-5	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,

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- Hiring and terminating investment managers, and
- Monitoring performance of the investment managers, custodians and investment consultants.

The hierarchy and inputs to valuation techniques to measure fair value of the Plans' assets are the same as outlined in Note 7. In addition, the estimation of fair value of investments in private equity and hedge funds for which the underlying securities do not have a readily determinable value is made using the NAV per share or its equivalent as a practical expedient. The Health System's Plans own interests in these funds rather than in securities underlying each fund and, therefore, are generally required to consider such investments as Level 2 or 3, even though the underlying securities may not be difficult to value or may be readily marketable.

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, 2017 and 2016:

<i>(in thousands of dollars)</i>	2017				Redemption or Liquidation	Days' Notice
	Level 1	Level 2	Level 3	Total		
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 7	See Note 7
Hedge funds	-	-	40,507	40,507	Quarterly-Annual	60-96
Total investments	\$ 315,759	\$ 522,339	\$ 40,603	\$ 878,701		

<i>(in thousands of dollars)</i>	2016				Redemption or Liquidation	Days' Notice
	Level 1	Level 2	Level 3	Total		
Investments						
Cash and short-term investments	\$ 5,463	\$ 10,879	\$ -	\$ 16,342	Daily	1
U.S. government securities	4,177	-	-	4,177	Daily-Monthly	1-15
Domestic debt securities	95,130	296,362	-	391,492	Daily-Monthly	1-15
Global debt securities	409	88,589	-	88,998	Daily-Monthly	1-15
Domestic equities	148,998	15,896	-	164,894	Daily-Monthly	1-10
International equities	12,849	77,299	-	90,148	Daily-Monthly	1-11
Emerging market equities	352	37,848	-	38,200	Daily-Monthly	1-17
REIT funds	356	1,465	-	1,821	Daily-Monthly	1-17
Private equity funds	-	-	255	255	See Note 7	See Note 7
Hedge funds	-	37,005	38,988	75,993	Quarterly-Annual	60-96
Total investments	\$ 267,734	\$ 565,343	\$ 39,243	\$ 872,320		

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The following table presents additional information about the changes in Level 3 assets measured at fair value for the years ended June 30, 2017 and 2016:

<i>(in thousands of dollars)</i>	2017		
	Hedge Funds	Private Equity Funds	Total
Balances at beginning of year	\$ 38,988	\$ 255	\$ 39,243
Transfers	-	-	-
Purchases	-	-	-
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

<i>(in thousands of dollars)</i>	2016		
	Hedge Funds	Private Equity Funds	Total
Balances at beginning of year	\$ 42,076	\$ 437	\$ 42,513
Transfers	-	-	-
Purchases	-	-	-
Sales	(468)	(142)	(610)
Net realized (losses) gains	(55)	155	100
Net unrealized gains	(2,565)	(195)	(2,760)
Balances at end of year	\$ 38,988	\$ 255	\$ 39,243

The total aggregate net unrealized gains (losses) included in the fair value of the Level 3 investments as of June 30, 2017 and 2016 were approximately \$7,965,000 and \$8,808,000, respectively. There were no transfers into and out of Level 3 measurements during the years ended June 30, 2017 and 2016.

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, 2017 and 2016.

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The weighted average asset allocation for the Health System's Plans at June 30, 2017 and 2016 by asset category is as follows:

	2017	2016
Cash and short-term investments	3 %	2 %
U.S. government securities	1	1
Domestic debt securities	44	45
Global debt securities	10	10
Domestic equities	20	19
International equities	12	10
Emerging market equities	5	4
Hedge funds	5	9
	<u>100 %</u>	<u>100 %</u>

The expected long-term rate of return on plan assets is reviewed annually, taking into consideration the asset allocation, historical returns on the types of assets held, and the current economic environment. Based on these factors, it is expected that the pension assets will earn an average of 7.50% per annum.

The Health System is expected to contribute approximately \$5,047,000 to the Plans in 2018 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)

2018	\$	46,313
2019		48,689
2020		51,465
2021		54,375
2022		57,085
2023 – 2027)	323,288

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 \$33,375,000 and \$29,416,000 in 2017 and 2016, 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 2017 and 2016 respectively.

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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, 2017 and 2016:

<i>(in thousands of dollars)</i>	2017	2016
Service cost	\$ 448	\$ 544
Interest cost	2,041	2,295
Net prior service income	(5,974)	(5,974)
Net loss amortization	689	610
	<u>\$ (2,796)</u>	<u>\$ (2,525)</u>

The following table sets forth the accumulated postretirement medical and life benefit obligation and amounts recognized in the Health System's consolidated financial statements at June 30, 2017 and 2016:

<i>(in thousands of dollars)</i>	2017	2016
Change in benefit obligation		
Benefit obligation at beginning of year	\$ 51,370	\$ 50,438
Service cost	448	544
Interest cost	2,041	2,295
Benefits paid	(3,211)	(3,277)
Actuarial (gain) loss	(8,337)	1,404
Employer contributions	(34)	(34)
Benefit obligation at end of year	<u>42,277</u>	<u>51,370</u>
Funded status of the plans	<u>(42,277)</u>	<u>(51,370)</u>
Current portion of liability for postretirement medical and life benefits	(3,174)	(3,130)
Long term portion of liability for postretirement medical and life benefits	<u>(39,103)</u>	<u>(48,240)</u>
Liability for postretirement medical and life benefits	<u>\$ (42,277)</u>	<u>\$ (51,370)</u>

For the years ended June 30, 2017 and 2016 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:

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<i>(in thousands of dollars)</i>	2017	2016
Net prior service income	\$ (21,504)	\$ (27,478)
Net actuarial loss	2,054	11,080
	<u>\$ (19,450)</u>	<u>\$ (16,398)</u>

The estimated amounts that will be amortized from unrestricted net assets into net periodic postretirement income in 2018 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, 2017 and thereafter:

<i>(in thousands of dollars)</i>	
2018	\$ 3,174
2019	3,149
2020	3,142
2021	3,117
2022	3,113
2023-2027	14,623

In determining the accumulated postretirement medical and life benefit obligation, the Health System used a discount rate of 4.20% in 2017 and an assumed healthcare cost trend rate of 6.75%, 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, 2017 and 2016 by \$1,067,000 and \$4,685,000 and the net periodic postretirement medical benefit cost for the years then ended by \$110,000 and \$284,000, 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, 2017 and 2016 by \$974,000 and \$3,884,000 and the net periodic postretirement medical benefit cost for the years then ended by \$96,000 and \$234,000, respectively.

12. 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. 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 is covered for malpractice claims under a modified claims-made policy purchased through New England Alliance for Health (NEAH). While APD remains 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

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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, 2017 and 2016 are summarized as follows:

<i>(in thousands of dollars)</i>	2017		
	HAC <i>(audited)</i>	RRG <i>(unaudited)</i>	Total
Assets	\$ 76,185	\$ 2,055	\$ 78,240
Shareholders' equity	13,620	801	14,421
Net income	-	(5)	(5)

<i>(in thousands of dollars)</i>	2016		
	HAC <i>(audited)</i>	RRG <i>(unaudited)</i>	Total
Assets	\$ 86,101	\$ 2,237	\$ 88,338
Shareholders' equity	13,620	806	14,426
Net income	-	50	50

13. Commitments and Contingencies

Litigation

The Health System is involved in various malpractice claims and legal proceedings of a nature considered normal to its business. The claims are in various stages and some may ultimately be brought to trial. While it is not feasible to predict or determine the outcome of any of these claims, it is the opinion of management that the final outcome of these claims will not have a material effect on the consolidated financial position of the Health System.

Operating Leases and Other Commitments

The Health System leases certain facilities and equipment under operating leases with varying expiration dates. The Health System's rental expense totaled approximately \$15,802,000 and \$10,571,000 for the years ended June 30, 2017 and 2016, respectively. Minimum future lease payments under noncancelable operating leases at June 30, 2017 were as follows:

<i>(in thousands of dollars)</i>	
2018	\$ 8,370
2019	6,226
2020	3,928
2021	3,105
2022	1,518
Thereafter	367
	\$ 23,514

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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 \$85,000,000. Interest is variable and determined using LIBOR or the Wall Street Journal Prime Rate. The Loan Agreements are due to expire March 1, 2018. There was no outstanding balance under the lines of credit at June 30, 2017. The Health System had outstanding balances under the lines of credits in the amount of \$36,550,000 at June 30, 2016. Interest expense was approximately \$915,000 and \$551,000, respectively, and is included in the consolidated statements of operations and changes in net assets.

14. Functional Expenses

Operating expenses of the Health System by function are as follows for the years ended June 30, 2017 and 2016:

<i>(in thousands of dollars)</i>	2017	2016
Program services	\$ 1,662,413	\$ 1,553,377
Management and general	311,820	271,409
Fundraising	<u>2,328</u>	<u>5,901</u>
	<u>\$ 1,976,561</u>	<u>\$ 1,830,687</u>

15. Subsequent Events

The Health System has assessed the impact of subsequent events through November 17, 2017, 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.

Consolidating Supplemental Information - Unaudited

Dartmouth-Hitchcock Health and Subsidiaries
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<i>(in thousands of dollars)</i>	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	\$ 10,645	\$ 7,797	\$ 6,662	\$ -	\$ 52,432	\$ 18,066	\$ -	\$ 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	12,672	(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	4,764	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	8,761	-	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

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<i>(in thousands of dollars)</i>	D-HH (Parent)	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	\$ -	\$ 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	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

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<i>(in thousands of dollars)</i>	Dartmouth- Hitchcock	DH Obligated Group Subtotal	All Other Non- Oblig Group Affiliates	Eliminations	Health System Consolidated
Assets					
Current assets					
Cash and cash equivalents	\$ 1,535	\$ 1,535	\$ 39,057	\$ -	\$ 40,592
Patient accounts receivable, net	220,173	220,173	40,815	-	260,988
Prepaid expenses and other current assets	95,158	95,158	23,595	(22,933)	95,820
Total current assets	316,866	316,866	103,467	(22,933)	397,400
Assets limited as to use	551,724	551,724	40,744	-	592,468
Other investments for restricted activities	91,879	91,879	50,157	-	142,036
Property, plant, and equipment, net	454,894	454,894	157,670	-	612,564
Other assets	65,613	65,613	36,582	(14,929)	87,266
Total assets	\$ 1,480,976	\$ 1,480,976	\$ 388,620	\$ (37,862)	\$ 1,831,734
Liabilities and Net Assets					
Current liabilities					
Current portion of long-term debt	\$ 15,638	\$ 15,638	\$ 2,669	\$ -	\$ 18,307
Line of Credit	35,000	35,000	1,550	-	36,550
Current portion of liability for pension and other postretirement plan benefits	3,176	3,176	-	-	3,176
Accounts payable and accrued expenses	87,373	87,373	43,104	(22,933)	107,544
Accrued compensation and related benefits	86,997	86,997	16,557	-	103,554
Estimated third-party settlements	21,434	21,434	(1,784)	-	19,650
Total current liabilities	249,618	249,618	62,096	(22,933)	288,781
Long-term debt, excluding current portion	550,090	550,090	75,251	-	625,341
Insurance deposits and related liabilities	56,887	56,887	-	-	56,887
Interest rate swaps	24,148	24,148	4,769	-	28,917
Liability for pension and other postretirement plan benefits, excluding current portion	246,816	246,816	25,677	-	272,493
Other liabilities	54,218	54,218	15,593	-	69,811
Total liabilities	1,181,777	1,181,777	183,386	(22,933)	1,342,230
Commitments and contingencies					
Net assets					
Unrestricted	217,033	217,033	158,079	(14,929)	360,183
Temporarily restricted	51,173	51,173	24,558	-	75,731
Permanently restricted	30,993	30,993	22,597	-	53,590
Total net assets	299,199	299,199	205,234	(14,929)	489,504
Total liabilities and net assets	\$ 1,480,976	\$ 1,480,976	\$ 388,620	\$ (37,862)	\$ 1,831,734

Dartmouth-Hitchcock Health and Subsidiaries
Consolidating Balance Sheets
June 30, 2016

<i>(in thousands of dollars)</i>	D-HH (Parent)	D-H and Subsidiaries	Cheshire and Subsidiaries	NLH and Subsidiaries	MAHHC and Subsidiaries	APD	Eliminations	Health System Consolidated
Assets								
Current assets								
Cash and cash equivalents	\$ 607	\$ 2,066	\$ 16,640	\$ 6,699	\$ 5,388	\$ 9,192	\$ -	\$ 40,592
Patient accounts receivable, net	-	220,173	17,836	7,377	5,347	10,255	-	260,988
Prepaid expenses and other current assets	7,463	95,738	5,458	3,209	2,022	4,863	(22,933)	95,820
Total current assets	8,070	317,977	39,934	17,285	12,757	24,310	(22,933)	397,400
Assets limited as to use								
Other investments for restricted activities	-	551,724	17,525	10,345	8,260	4,614	-	592,468
Property, plant, and equipment, net	217	114,719	18,486	2,843	5,742	29	-	142,036
Other assets	76	457,570	75,591	43,204	19,659	16,464	-	612,564
Total assets	\$ 26,313	\$ 1,507,772	\$ 161,032	\$ 78,705	\$ 50,347	\$ 45,427	\$ (37,862)	\$ 1,831,734
Liabilities and Net Assets								
Current liabilities								
Current portion of long-term debt	\$ -	\$ 15,638	\$ 755	\$ 941	\$ 466	\$ 507	\$ -	\$ 18,307
Line of credit	-	35,000	-	-	1,550	-	-	36,550
Current portion of liability for pension and other postretirement plan benefits	-	3,176	-	-	-	-	-	3,176
Accounts payable and accrued expenses	9,857	88,557	15,866	6,791	4,589	4,817	(22,933)	107,544
Accrued compensation and related benefits	-	86,997	7,728	2,052	3,128	3,649	-	103,554
Estimated third-party settlements	-	10,534	1,569	5,206	917	1,424	-	19,650
Total current liabilities	9,857	239,902	25,918	14,990	10,650	10,397	(22,933)	288,781
Long-term debt, excluding current portion	-	550,090	26,985	20,767	11,145	16,354	-	625,341
Insurance deposits and related liabilities	-	56,887	-	-	-	-	-	56,887
Interest rate swaps	-	24,148	-	4,646	123	-	-	28,917
Liability for pension and other postretirement plan benefits, excluding current portion	-	246,816	18,662	-	7,015	-	-	272,493
Other liabilities	-	65,118	3,522	1,135	-	36	-	69,811
Total liabilities	9,857	1,182,961	75,087	41,538	28,933	26,787	(22,933)	1,342,230
Commitments and contingencies								
Net assets								
Unrestricted	16,456	234,609	58,978	32,706	14,099	18,264	(14,929)	360,183
Temporarily restricted	-	57,091	16,454	345	1,496	345	-	75,731
Permanently restricted	-	33,111	10,513	4,116	5,819	31	-	53,590
Total net assets	16,456	324,811	85,945	37,167	21,414	18,640	(14,929)	489,504
Total liabilities and net assets	\$ 26,313	\$ 1,507,772	\$ 161,032	\$ 78,705	\$ 50,347	\$ 45,427	\$ (37,862)	\$ 1,831,734

Dartmouth-Hitchcock Health and Subsidiaries
Consolidating Statements of Operations and Changes in Unrestricted Net Assets
Year Ended June 30, 2017

<i>(in thousands of dollars)</i>	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)
Nonoperating 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 nonoperating gains, 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 8)	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	-	-
Other changes in net assets	-	-	-	(2,286)	-	(2,286)	5,281	(6,359)	(3,364)
Change in fair value on interest rate swaps	6,418	-	1,337	47	-	7,802	-	-	7,802
Increase (decrease) in unrestricted net assets	\$ 41,854	\$ 2,807	\$ 110	\$ 1,095	\$ (1)	\$ 45,865	\$ 25,254	\$ (6,355)	\$ 64,764

Dartmouth-Hitchcock Health and Subsidiaries
Consolidating Statements of Operations and Changes in Unrestricted Net Assets
Year Ended June 30, 2017

<i>(in thousands of dollars)</i>	D-HH (Parent)	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	5,686	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)
Nonoperating 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 nonoperating 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 8)	-	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	-	-	-	-	-	-	-	-	-
Other changes in net assets	6,359	-	-	-	(2,286)	(1,078)	-	(6,359)	(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
Consolidating Statements of Operations and Changes in Unrestricted Net Assets
Year Ended June 30, 2016

<i>(in thousands of dollars)</i>	Dartmouth- Hitchcock	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	\$ 1,387,677	\$ 1,387,677	\$ 302,159	\$ (561)	\$ 1,689,275
Provisions for bad debts	41,072	41,072	14,049	-	55,121
Net patient service revenue less provisions for bad debts	\$ 1,346,605	\$ 1,346,605	\$ 288,110	\$ (561)	\$ 1,634,154
Contracted revenue	63,188	63,188	2,794	-	65,982
Other operating revenue	69,902	69,902	16,994	(4,544)	82,352
Net assets released from restrictions	7,928	7,928	1,291	-	9,219
Total unrestricted revenue and other support	<u>1,487,623</u>	<u>1,487,623</u>	<u>309,189</u>	<u>(5,105)</u>	<u>1,791,707</u>
Operating expenses					
Salaries	731,721	731,721	126,108	14,636	872,465
Employee benefits	197,050	197,050	34,824	2,533	234,407
Medical supplies and medications	236,918	236,918	72,896	-	309,814
Purchased services and other	208,763	208,763	68,582	(22,204)	255,141
Medicaid enhancement tax	46,078	46,078	12,487	-	58,565
Depreciation and amortization	62,348	62,348	18,646	-	80,994
Interest	16,821	16,821	2,480	-	19,301
Total operating expenses	<u>1,499,699</u>	<u>1,499,699</u>	<u>336,023</u>	<u>(5,035)</u>	<u>1,830,687</u>
Operating (loss) margin	<u>(12,076)</u>	<u>(12,076)</u>	<u>(26,834)</u>	<u>(70)</u>	<u>(38,980)</u>
Nonoperating (losses) gains					
Investment losses	(18,537)	(18,537)	(1,566)	-	(20,103)
Other, net	(3,789)	(3,789)	(56)	-	(3,845)
Contribution revenue from acquisition	-	-	18,014	69	18,083
Total nonoperating (losses) gains, net	<u>(22,326)</u>	<u>(22,326)</u>	<u>16,392</u>	<u>69</u>	<u>(5,865)</u>
Deficiency of revenue over expenses	<u>(34,402)</u>	<u>(34,402)</u>	<u>(10,442)</u>	<u>(1)</u>	<u>(44,845)</u>
Unrestricted net assets					
Net assets released from restrictions (Note 8)	1,994	1,994	1,254	-	3,248
Change in funded status of pension and other postretirement benefits	(52,262)	(52,262)	(14,279)	-	(66,541)
Net assets transferred (from) to affiliates	(22,558)	(22,558)	22,558	-	-
Additional paid in capital	-	-	12,793	(12,793)	-
Change in fair value on interest rate swaps	(4,907)	(4,907)	(966)	-	(5,873)
(Decrease) increase in unrestricted net assets	<u>\$ (112,135)</u>	<u>\$ (112,135)</u>	<u>\$ 10,918</u>	<u>\$ (12,794)</u>	<u>\$ (114,011)</u>

Dartmouth-Hitchcock Health and Subsidiaries
Consolidating Statements of Operations and Changes in Unrestricted Net Assets
Year Ended June 30, 2016

<i>(in thousands of dollars)</i>	D-HH (Parent)	D-H and Subsidiaries	Cheshire and Subsidiaries	NLH and Subsidiaries	MAHHC and Subsidiaries	APD	Eliminations	Health System Consolidated
Unrestricted revenue and other support								
Net patient service revenue, net of contractual allowances and discounts	\$ -	\$ 1,387,677	\$ 171,620	\$ 61,740	\$ 47,680	\$ 21,119	\$ (561)	\$ 1,689,275
Provisions for bad debts	-	41,072	9,833	1,951	1,249	1,016	-	55,121
Net patient service revenue less provisions for bad debts	-	1,346,605	161,787	59,789	46,431	20,103	(561)	1,634,154
Contracted revenue	1,696	64,286	-	-	-	-	-	65,982
Other operating revenue	3,300	71,475	3,187	3,509	4,555	870	(4,544)	82,352
Net assets released from restrictions	-	8,713	322	65	119	-	-	9,219
Total unrestricted revenue and other support	4,996	1,491,079	165,296	63,363	51,105	20,973	(5,105)	1,791,707
Operating expenses								
Salaries	730	732,393	60,406	29,873	24,019	10,408	14,636	872,465
Employee benefits	219	197,165	19,276	6,824	6,260	2,130	2,533	234,407
Medical supplies and medications	-	236,918	59,121	6,597	4,246	2,932	-	309,814
Purchased services and other	22,506	211,611	14,020	12,876	11,955	4,377	(22,204)	255,141
Medicaid enhancement tax	-	46,078	7,132	2,808	1,707	840	-	58,565
Depreciation and amortization	15	62,348	11,069	4,674	2,345	543	-	80,994
Interest	-	16,821	1,046	823	467	144	-	19,301
Total operating expenses	23,470	1,503,334	172,070	64,475	50,999	21,374	(5,035)	1,830,687
Operating (loss) margin	(18,474)	(12,255)	(6,774)	(1,112)	106	(401)	(70)	(38,980)
Nonoperating gains (losses)								
Investment (losses) gains	(1,027)	(18,848)	(1,075)	627	(15)	235	-	(20,103)
Other, net	(529)	(3,647)	-	57	205	-	69	(3,845)
Contribution revenue from acquisition	18,083	-	-	-	-	-	-	18,083
Total nonoperating (losses) gains, net	16,527	(22,495)	(1,075)	684	190	235	69	(5,865)
(Deficiency) excess of revenue over expenses	(1,947)	(34,750)	(7,849)	(428)	296	(166)	(1)	(44,845)
Unrestricted net assets								
Net assets released from restrictions (Note 8)	-	2,185	107	23	586	347	-	3,248
Change in funded status of pension and other postretirement benefits	-	(52,262)	(12,982)	-	(1,297)	-	-	(66,541)
Net assets transferred to (from) affiliates	4,475	(22,558)	-	-	-	18,083	-	-
Additional paid in capital	12,793	-	-	-	-	-	(12,793)	-
Change in fair value on interest rate swaps	-	(4,907)	-	(1,115)	149	-	-	(5,873)
Increase (decrease) in unrestricted net assets	\$ 15,321	\$ (112,292)	\$ (20,724)	\$ (1,520)	\$ (266)	\$ 18,264	\$ (12,794)	\$ (114,011)

Dartmouth-Hitchcock Health and Subsidiaries
Notes to Supplemental Consolidating Information
June 30, 2017 and 2016

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 (D-H)
DARTMOUTH-HITCHCOCK HEALTH (D-HH)**

BOARDS OF TRUSTEES & BOARD OFFICERS | Effective: January 2018

<p>Jeffrey A. Cohen, MD MHHM/DHC Trustee <i>Chair, Dept. of Neurology</i></p>	<p>Robert A. Oden, Jr., PhD MHHM/DHC/D-HH Boards' Vice Chair <i>Retired President, Carleton College</i></p>
<p>Duane A. Compton, PhD MHHM/DHC/D-HH Trustee <i>Ex-Officio: Dean, Geisel School of Medicine at Dartmouth</i></p>	<p>Steven A. Paris, MD D-HH Trustee <i>Regional Medical Director, Community Group Practices, (CGPs)</i></p>
<p>William J. Conaty MHHM/DHC/D-HH Trustee <i>President, Conaty Consulting, LLC</i></p>	<p>Charles G. Plimpton, MBA MHHM/DHC/D-HH Boards' Treasurer <i>Retired Investment Banker</i></p>
<p>Joanne M. Conroy, MD MHHM/DHC/D-HH Trustee <i>Ex-officio: CEO, Dartmouth-Hitchcock; President, D-HH</i> <u><i>Effective August 7, 2017</i></u></p>	<p>Kari M. Rosenkranz, MD MHHM/DHC (Lebanon Physician) Trustee <i>Associate Professor of Surgery; Medical Director, Comprehensive Breast Program; and Vice Chair for Education, Department of Surgery</i></p>
<p>Vincent S. Conti, MHA MHHM/DHC/D-HH Trustee <i>Retired President & CEO, Maine Medical Center</i></p>	<p>Brian C. Spence, MD, MHCDS MHHM/DHC Trustee <i>Associate Professor of Anesthesiology</i></p>
<p>Denis A. Cortese, MD MHHM/DHC/D-HH Trustee <i>Foundation Professor at Arizona State University (ASU) and Director of ASU's Healthcare Delivery and Policy Program</i></p>	<p>Edward H. Stansfield, III, MA MHHM/DHC/D-HH Trustee <i>Senior Resident Director and Senior Vice President for the Hanover, NH Merrill Lynch Office</i></p>
<p>Barbara J. Couch MHHM/DHC/D-HH Boards' Secretary <i>President of Hypertherm's HOPE Foundation (includes leadership of all of Hypertherm's philanthropic and volunteer initiatives)</i></p>	<p>Pamela Austin Thompson, MS, RN, CENP, FAAN MHHM/DHC/D-HH Trustee <i>Chief executive officer emeritus of the American Organization of Nurse Executives (AONE)</i></p>
<p>Paul P. Danos, PhD MHHM/DHC/D-HH Trustee <i>Dean Emeritus; Laurence F. Whittemore Professor of Business Administration, Tuck School of Business at Dartmouth</i></p>	<p>Anne-Lee Verville MHHM/DHC/D-HH Boards' Chair <i>Retired senior executive, IBM</i></p>
<p>Senator Judd A. Gregg MHHM/DHC Trustee <i>Senior Advisor to SIFMA</i></p>	<p>Jon Wahrenberger, MD MHHM/DHC (Lebanon Physician) Trustee <i>Cardiologist</i></p>
<p>Laura K. Landy, MBA MHHM/DHC/D-HH Trustee <i>President and CEO of the Fannie E. Rippel Foundation</i></p>	<p>Marc B. Wolpov, JD, MBA MHHM/DHC/D-HH Trustee <i>Co-Chief Executive Officer of Audax Group</i></p>



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 <u>key</u> responsibilities
<ol style="list-style-type: none">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

17A mac



Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

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

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

October 17, 2018

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

REQUESTED ACTION

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

Vendor Name	Vendor ID	Vendor Address	Amount
Androscoggin Valley Hospital, Inc.	TBD	59 Page Hill Rd. Berlin, NH 03570	\$1,559,611
Concord Hospital, Inc.	177653-B003	250 Pleasant St. Concord, NH, 03301	\$1,845,257
Granite Pathways	228900-B001	10 Ferry St, Ste. 308, Concord, NH, 03301	\$5,008,703
Littleton Regional Hospital	TBD	600 St. Johnsbury Road Littleton. NH 03561	\$1,572,101
LRGHealthcare	TBD	80 Highland St. Laconia, NH 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.

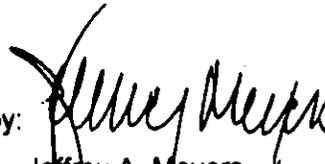
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Katja S. Fox
Director

Approved by:



Jeffrey A. Meyers
Commissioner

Subject: Access and Delivery Hub for Opioid Use Disorder Services (SS-2019-BDAS-05-ACCES-04)

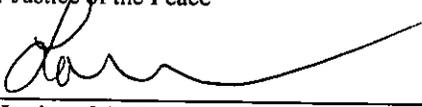
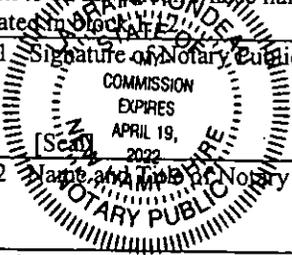
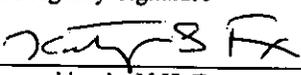
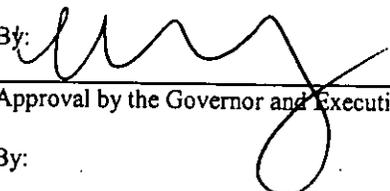
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 		1.12 Name and Title of Contractor Signatory Edward Merrens Chief Clinical Officer	
1.13 Acknowledgement: State of <u>New Hampshire</u> County of <u>Grafton</u> On <u>October 18, 2018</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace 			
1.13.2 Name and Title of Notary or Justice of the Peace 			
1.14 State Agency Signature 		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: <u>Megan A. Y. Goble Attorney 10/19/18</u>			
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

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 \$1,000,000 per 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.

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.



Exhibit A

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:

Mary Hitchcock Memorial Hospital

Exhibit A

Contractor Initials

Handwritten initials in black ink, appearing to be "EM".



Exhibit A

- 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.

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Exhibit A

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.

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Exhibit A

- 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;



Exhibit A

- 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:

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Exhibit A

- 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.



Exhibit A

- 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.

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Exhibit A

- 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.

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Exhibit A

- 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.

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Exhibit A

- 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.

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Exhibit A

- 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.

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Exhibit A

- 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



Exhibit A

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.

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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

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10/18/18



Exhibit B

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- 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.

EON

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: BFY 19 (DAC Approval - 9/28/2019)

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	\$ 318,930	\$ 93,440	\$ 412,370	\$ -	\$ -	\$ -	\$ 318,930	\$ 93,440	\$ 412,370
2. Employee Benefits	\$ 92,157	\$ 27,002	\$ 119,159	\$ -	\$ -	\$ -	\$ 92,157	\$ 27,002	\$ 119,159
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Lease/Leasing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ 15,080	\$ 4,418	\$ 19,498	\$ -	\$ -	\$ -	\$ 15,080	\$ 4,418	\$ 19,498
Office	\$ 18,000	\$ 4,888	\$ 22,888	\$ -	\$ -	\$ -	\$ 18,000	\$ 4,888	\$ 22,888
6. Travel	\$ 5,000	\$ 1,455	\$ 6,455	\$ -	\$ -	\$ -	\$ 5,000	\$ 1,455	\$ 6,455
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 2,400	\$ 703	\$ 3,103	\$ -	\$ -	\$ -	\$ 2,400	\$ 703	\$ 3,103
Postage	\$ 500	\$ 147	\$ 647	\$ -	\$ -	\$ -	\$ 500	\$ 147	\$ 647
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ 10,000	\$ 2,930	\$ 12,930	\$ -	\$ -	\$ -	\$ 10,000	\$ 2,930	\$ 12,930
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 10,000	\$ 2,930	\$ 12,930	\$ -	\$ -	\$ -	\$ 10,000	\$ 2,930	\$ 12,930
11. Staff Education and Training	\$ 15,000	\$ 4,395	\$ 19,395	\$ -	\$ -	\$ -	\$ 15,000	\$ 4,395	\$ 19,395
12. Subcontract/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specify details mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Flex Funds	\$ 80,000	\$ 14,650	\$ 94,650	\$ -	\$ -	\$ -	\$ 80,000	\$ 14,650	\$ 94,650
Materials	\$ 30,000	\$ 8,790	\$ 38,790	\$ -	\$ -	\$ -	\$ 30,000	\$ 8,790	\$ 38,790
TOTAL	\$ 646,067	\$ 168,585	\$ 814,652	\$ -	\$ -	\$ -	\$ 646,067	\$ 168,585	\$ 814,652

Indirect As A Percent of Direct: 26.3%

[Signature]
 Contractor Initials
 Date: 10/8/18

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: **RFY 20 (7/1/2019-6/30/2020)**

Line Item	Total Program Cost			Contractor Share / Match by Bidder			Funded by DHHS (Contract share)		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 397,997	\$ 118,813	\$ 516,810	\$ -	\$ -	\$ -	\$ 397,997	\$ 118,813	\$ 516,810
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	\$ 7,840	\$ 2,209	\$ 9,749	\$ -	\$ -	\$ -	\$ 7,840	\$ 2,209	\$ 9,749
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 600	\$ 147	\$ 847	\$ -	\$ -	\$ -	\$ 600	\$ 147	\$ 847
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
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):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Net funds	\$ 80,000	\$ -14,650	\$ 64,850	\$ -	\$ -	\$ -	\$ 80,000	\$ -14,650	\$ 64,850
Net loans	\$ 80,000	\$ 17,680	\$ 97,680	\$ -	\$ -	\$ -	\$ 80,000	\$ 17,680	\$ 97,680
TOTAL	\$ 828,891	\$ 184,268	\$ 1,013,158	\$ -	\$ -	\$ -	\$ 828,891	\$ 184,268	\$ 1,013,158

Indirect As A Percent of Direct: 22.3%

[Signature]
 Contractor Initials
 Date: 10/18/18



DEPARTMENT OF HEALTH & HUMAN SERVICES

Program Support Center
Financial Management Portfolio
Cost Allocation Services

26 Federal Plaza, Room 41-122
New York, NY 10278
PHONE: (212) 264-2069
EMAIL: CAS-NY@psc.hhs.gov

June 23, 2015

Ms. Tina E. Naimie
Vice President-Corporate Finance
Mary Hitchcock Memorial Hospital
One Medical Center Drive
Lebanon, New Hampshire 03756-0001

Dear Ms. Naimie:

A copy of an indirect cost rate agreement is being sent to you for signature. This agreement reflects an understanding reached between your organization and a member of my staff concerning the rate(s) that may be used to support your claim for indirect costs on grants and contracts with the Federal Government.

Please have the agreement signed by an authorized representative of your organization and return within ten business days of receipt. The signed agreement should be emailed to CAS-NY@psc.hhs.gov, while retaining a copy for your files. We will reproduce and distribute the agreement to the appropriate awarding organizations of the Federal Government for their use only when the signed agreement is returned.

An indirect cost proposal, together with the supporting information, is required to substantiate your claim for indirect costs under grants and contracts awarded by the Federal Government. Thus, your next proposal based on actual costs for the fiscal year ending 6/30/2017 is due in our office by 12/31/2017. Please submit your next proposal electronically via email to CAS-NY@psc.hhs.gov.

Sincerely,
Darryl W. Mayes-S
Darryl W. Mayes
Deputy Director
Cost Allocation Services

Enclosure

PLEASE SIGN AND RETURN THE NEGOTIATION AGREEMENT BY EMAIL

HOSPITALS RATE AGREEMENT

EIN: 1020222140A1

DATE:06/23/2015

ORGANIZATION:

FILING REF.: The preceding agreement was dated

Dartmouth-Hitchcock

03/27/2014

Mary Hitchcock Memorial Hospital

One Medical Center Drive

Lebanon, NH 03756-

The rates approved in this agreement are for use on grants, contracts and other agreements with the Federal Government, subject to the conditions in Section III.

SECTION I: INDIRECT COST RATES

RATE TYPES:	FIXED	FINAL	PROV. (PROVISIONAL)	PRED. (PREDETERMINED)
	<u>EFFECTIVE PERIOD</u>			
<u>TYPE</u>	<u>FROM</u>	<u>TO</u>	<u>RATE(%)</u>	<u>LOCATION</u>
PRED.	07/01/2015	06/30/2018	29.30	On-Site
				Other Sponsored Programs
PROV.	07/01/2018	06/30/2020	29.30	On-Site
				Other Sponsored Programs

***BASE**

Total direct costs excluding capital expenditures (buildings, individual items of equipment, alterations and renovations), that portion of each subaward in excess of \$25,000; hospitalization and other fees associated with patient care whether the services are obtained from an owned, related or third party hospital or other medical facility; rental/maintenance of off-site activities; student tuition remission and student support costs (e.g., student aid, stipends, dependency allowances, scholarships, fellowships).

ORGANIZATION: Dartmouth-Hitchcock

AGREEMENT DATE: 6/23/2015

SECTION II: SPECIAL REMARKS

TREATMENT OF FRINGE BENEFITS:

Fringe Benefits applicable to direct salaries and wages are treated as direct costs.

TREATMENT OF PAID ABSENCES

Vacation, holiday, sick leave pay and other paid absences are included in salaries and wages and are claimed on grants, contracts and other agreements as part of the normal cost for salaries and wages. Separate claims are not made for the cost of these paid absences.

Equipment means an article of nonexpendable, tangible person property having a useful life of more than two years, and an acquisition cost of \$2,000 or more per unit.

Your next proposal based upon fiscal year ending 6/30/17 is due by 12/31/17.



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;

A handwritten signature in black ink, appearing to be "JPM", written over the "Contractor Initials" label.



- 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 (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) 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

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- 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.

DM

10/18/18



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.

Exhibit C-1 – Revisions/Exceptions to Standard Contract Language Contractor Initials

A handwritten signature in black ink, appearing to be "JRM".

Date 10/18/18



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.

A handwritten signature in black ink, appearing to be "DM".



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

New Hampshire Department of Health and Human Services
Exhibit D



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

10/18/18
Date

Contractor Name:

Edmund Munn

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-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

10/18/2018
Date

Contractor Name:

Edward J. Munn
Name:

Title:

Contractor Initials EM



**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 Order 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

EM



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:

Edmund J. Morris

Name:
Title:

Contractor Initials EM
Date 10-18-18



**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.

Exhibit G

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

Contractor Initials

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

10/18/2018
Date

Contractor Name:

Edmund J. Mancini

Name:
Title:

Exhibit G

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

Contractor Initials

EM



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:

Edmund J. Muench
Name:
Title:

Contractor Initials EM
Date 10/18/18



Exhibit I

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 Munnors
Name:
Title:

Contractor Initials EM
Date 10/18/18



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: _____

New Hampshire Department of Health and Human Services
DHHS Security Requirements



Exhibit K

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

10/18/18

New Hampshire Department of Health and Human Services
DHHS Security Requirements



Exhibit K

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

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New Hampshire Department of Health and Human Services
DHHS Security Requirements



Exhibit K

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.

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10.18.18

New Hampshire Department of Health and Human Services
DHHS Security Requirements



Exhibit K

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

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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

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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

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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

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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

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