

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION
P.O. BOX 1806
CONCORD, NH 03302-1806
603-271-5610 FAX: 888-908-6609
TDD ACCESS: 1-800-735-2964
www.nh.gov/nhdoc

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HELEN E. HANKS
COMMISSIONER

JONATHAN K. HANSON
DIRECTOR

84 MLC

May 26, 2022

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

REQUESTED ACTION

Authorize the NH Department of Corrections (NHDOC) to enter into a three-year contract with Concord Hospital, Inc. (VC# 177653), 250 Pleasant Street, Concord, NH 03301, in the amount of \$57,132.00, for the provision of Pre-Assignment & Fitness for Duty Exam Services, with the option to renew for one (1) additional period of up to two (2) year(s), effective upon Governor and Executive Council (G&C) approval for the period beginning July 1, 2022 through June 30, 2025. 100% General Funds.

Funds are available in the following account for Fiscal Year 2023 and are anticipated to be available in Fiscal Year 2024 and 2025, upon the continued appropriation of funds in the future operating budget with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified.

This contract is available in account, Human Resources: 02-46- 46-460010-83010000-101-500729 as follows:

Original Contract: Concord Hospital, Inc.

Account	Description	FY 2023	FY 2024	FY 2025	Total
02-00046-046-460010-83010000-101-500729	Pre-Assignment and Fitness for Duty Medical Exam Services	\$20,584.00	\$18,274.00	\$18,274.00	\$57,132.00
Total Contract Amount					\$57,132.00

EXPLANATION


This Contract is for the provision of pre-employment and/or fitness for duty examinations. The NH Department of Corrections has established a policy requiring, as a condition of employment, that a medical examination be performed on correctional line staff seeking employment to ensure that the individual is in good health and can adequately meet the physical and psychological standards in accordance with RSA 100-A: I VII (b) and are able to perform job duties in a safe manner.

The RFP was posted on the NH Department of Corrections website: <http://www.nh.gov/nhdoc/business/rfp.html> for seven (7) consecutive weeks and notified seven (7) potential vendors of the RFP posting. As a result of the issuance of the RFP two (2) potential vendors responded by submitting a proposal. After the review of the proposals

and in accordance with the RFP Terms and Conditions, the NH Department of Corrections selected Concord Hospital, Inc., in the amount of \$57,132.00, to be awarded the Contract.

This RFP was scored utilizing a consensus methodology by a three (3) person evaluation committee. The evaluation committee consisted of NH Department of Corrections employees: Bernadette Campbell, BS, PT, Deputy Director - Medical, Medical & Forensic Services, Linda McDonald, Program Specialist II - Bureau of Human Resources and Donna Maltais, Training Program Assistant - Bureau of Training.

Respectfully Submitted,


Helen E. Hanks
Commissioner

TITLE VI

PUBLIC OFFICERS AND EMPLOYEES

CHAPTER 100-A

NEW HAMPSHIRE RETIREMENT SYSTEM

Section 100-A:1

100-A:1 Definitions. –

The following words and phrases as used in this chapter, unless a different meaning is plainly required by the context, shall have the following meanings:

- I. "Retirement system" shall mean the New Hampshire Retirement System as defined in RSA 100-A:2.
- II. "Board of trustees" or "board" shall mean the board provided for in RSA 100-A:14.
- III. "State" shall mean the state of New Hampshire.
- IV. "Employer" shall mean (a) the state or any department, commission, institution, or agency of the state government by which an employee is paid through the office of the state treasurer with respect to their employees, (b) the state, the local school district, or other employers of teachers eligible for membership in the system with respect to the teachers in their employ, (c) any police department or police force of the state, or of any county, city, town, village, or precinct in the state with respect to the permanent policemen in their employ, (d) any fire department of the state, or of any county, city, town, village, or precinct in the state with respect to the permanent firemen in their employ, (e) any political subdivision that has elected to participate under RSA 100-A:20, and (f) the community college system of New Hampshire; provided, however, that in no instance shall any employer contribute or participate in the retirement system unless by a reasonable determination of the board of trustees such employer qualifies as a governmental entity, political subdivision, agency, or instrumentality eligible to participate in the retirement system as a governmental plan within the meaning of section 414(d) of the United States Internal Revenue Code of 1986, as amended. When 2 or more employers share or merge payroll functions, each employer shall continue to be considered a separate employer for the purposes of RSA 100-A.
- V. "Employee" shall mean any regular classified, nonclassified, or unclassified officer or employee of the state or any department, commission, institution or agency of the state government by which an employee is paid through the office of the state treasurer, or employees of the general court who work on a full-time basis and are eligible for other state benefits, but whose salary is calculated on a per diem basis, or any employee of the retirement system, or any full-time employee of the community college system of New Hampshire, or of any of the groups authorized to participate under this chapter but excluding any person who is a teacher, permanent policeman, or permanent fireman as defined in this section, or who is a member or attache of the general court or member of the executive council.
- VI. "Teacher" shall mean any regular or special teacher, principal, supervisor or administrator, librarian or other member of the teaching or professional staff engaged in the service of the public elementary and secondary schools located within the state and supported by and under the control of the state, the local school district, or other employers of teachers eligible for membership in the system. For teachers who job share, teacher shall mean 2 individuals who share one position. For purposes of membership as a teacher under this chapter, proof of appropriate certification by the department of education or appropriate professional licensure shall be maintained by the employer and available to the retirement system.
- VII. "Permanent policeman," for the purposes of membership in group II and other provisions of this chapter, shall mean any person, whether elected or appointed, who is regularly employed on a full-time basis by the state in a job certified by the director of personnel as conforming to the requirements of this paragraph, or by any of its political subdivisions in a job certified by the governing body of the political subdivision as conforming to the requirements of this paragraph, which job shall be in one of the following categories:
 - (a) A police officer, conservation officer of the fish and game department, or inspector of the state liquor commission who:
 - (1) Is responsible for the prevention, detection or prosecution of crime and the enforcement of the laws of the state and of its political subdivisions;
 - (2) Has full general arrest powers;
 - (3) As a job requirement is fully certified as a police officer by the New Hampshire police standards and training council; and
 - (4) As a job requirement shall meet all physical, mental, educational, and other qualifications for continuing certification as a police officer that may be established by the certifying authority.
 - (b) Correctional line personnel employed in the department of corrections who:
 - (1) Work within a correctional facility in close and immediate contact with prisoners on a daily basis and have responsibility for security;
 - (2) As a job requirement are fully certified as correctional personnel by the commissioner of corrections after successful completion of a course of training approved by the police standards and training council; and
 - (3) As a job requirement shall meet all physical, mental, educational, and other qualifications for continuing certification as correctional personnel that may be established by the certifying authority.



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RFP Bid Evaluation and Summary
Pre-Assignment and Fitness for Duty Exam Services
NHDOC RFP 22-03-GFHR

Proposal Receipt and Review:

- Proposals will be reviewed to initially determine if minimum submission requirements have been met. The review will verify that the proposal was received before the date and time specified in the request for proposal. Failure to meet minimum submission requirements will result in the proposal being rejected and not included in the evaluation process.
- The Department will select a group of personnel to act as an evaluation team. Proposals will not be publicly opened. Proposal information will be disclosed to the evaluation committee members only.
- The Department uses a consensus scoring methodology to evaluate submitted Proposals. The Department reserves the right to waive any minor irregularities as that it considers not material to the proposal.
- The RFP does not commit the Department to award a Contract. The Department reserves the right to reject any and all Proposals; to cancel the RFP; and to seek new proposals under a new solicitation process.

Proposal Evaluation Criteria:

- Proposals will be evaluated based upon the proven ability of the respondent to satisfy the requirements of the evaluation criteria. Specific criteria are:
 - a. Technical Proposal – 55 points
 - b. Cost Proposal – 45 points
- Awards will be made to the responsive Vendor(s) whose proposals are deemed to be the most advantageous to the State, taking into consideration all evaluation factors in Section F of NHDOC 22-03-GFHR RFP.
 - a. Contract(s) may be awarded to a Bidder submitting a response that demonstrates the required capabilities and approach as identified in the RFP and does not reduce the current functions of the Department.

Evaluation Team Members:

- a. Bernadette Campbell, BS, PT, Deputy Director – Medical, Medical & Forensic Services, NH Department of Corrections
- b. Linda McDonald, Program Specialist II, Bureau of Human Resources, NH Department of Corrections
- c. Donna Maltais, Training Program Assistant – Bureau of Training, NH Department of Corrections

Promoting Public Safety with Respect, Professionalism, Dedication and Courage as One Team



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RFP Scoring Matrix
Pre-Assignment and Fitness for Duty Exam Services
NHDOC 22-03-GFHR

Respondents:

Concord Hospital, Inc.	ExpressMed, LLC
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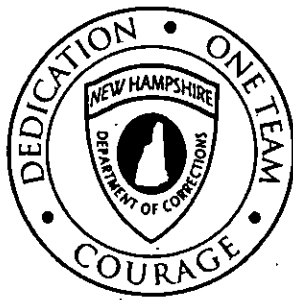
Scoring Matrix Criteria:

- Proposals were evaluated based on the proven ability of the respondents to satisfy the provisions set forth in the Scope of Services in the most technical and cost-effective manner.
 - Technical Proposal – 55 points
 - Cost Proposal – 45 points

NHDOC 22-03-GFHR RFP Scoring Matrix			
<i>Evaluation Criteria</i>	<i>RFP Weight Point Value</i>	Concord Hospital	ExpressMed, LLC
<i>Technical Proposal</i>			
<i>Executive Summary</i>	15	15	15
<i>Organizational Capability</i>	15	15	15
<i>Organizational Approach to Performance</i>	25	25	20.5
<i>Cost Proposal</i>	45	40.64	45
Total	100	95.64	95.5

Contract Award:

Concord Hospital, Inc.
250 Pleasant Street
Concord, NH 03301



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RFP Evaluation Committee Member Qualifications
Pre-Assignment and Fitness for Duty Exam Services
NHDOC RFP 22-03-GFHR

Bernadette Campbell, BS, PT, Deputy Director - Medical, Medical & Forensic Services

Ms. Campbell is the Deputy Director – Medical for the Division of Medical and Forensic Services of the NH Department of Corrections. Her professional history includes eighteen years as Owner Operator of a private Physical Therapy practice, thirteen years as Director of Rehab services for NH of Corrections and six years in her current position. Experience also includes vast experience in the acute care hospital setting. Ms. Campbell's role includes oversight of allied health services, medical records, dental and operation administration. She is responsible to ensure medical contract compliance as well as public and institutional safety through ongoing monitoring and evaluation. Ms. Campbell is a graduate of University of Massachusetts with a Bachelor of Science in Physical Therapy and has over thirty years' experience with and around correctional medicine.

Linda McDonald, Program Specialist II – Bureau of Human Resources

Ms. McDonald is the Recruiting/Onboarding Specialist for the Bureau of Human Resources of the NH Department of Corrections. Ms. McDonald has been with the NH Department of Corrections since December 2005 and began her career in payroll and promoted to a Human Resources Coordinator position. From the prior two part time positions, Ms. McDonald was promoted to full time in 2007 as the Recruiting/Onboarding Specialist for the Department, with the position held currently. Ms. McDonald's responsibilities in this current capacity ensures pre-employment medical exams are conducted and results meet the onboarding requirements. Previous to her tenure with the Department, Ms. McDonald worked in a Human Resource position for nine of the twenty-four years in the food industry.

Donna Maltais, Training Program Assistant – Bureau of Training

Ms. Maltais is the Program Assistant for the Training Division of the NH Department of Corrections. Ms. Maltais history includes more than twenty years of practical experience in correctional health care, ten years as the Director of Nursing for the NH Department of Corrections. Ms. Maltais has a Degree in Nursing, Psychology, Sociology and MBA Certificate in Health Care Administration. Currently she is retired and works part-time for the Training Department for the NH Department of Corrections utilizing many past correctional experiences to help the Training Department reach its long-range goals.



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Bidders List
Pre-Assignment and Fitness for Duty Exam Services
NHDOC 22-03-GFHR

Catholic Medical Center

100 McGregor Street
Manchester, NH 03102
Andrea Rathbon
Director of Managed Care & Accountable Care
Network
(o) 603-663-6383
(e) arathbon@cmc-nh.org
(w) www.catholicmedicalcenter.org

Concentra

1 Pillsbury Street
Concord, NH 03301
(o) 603-718-5393
(f) 603-228-9730
(e) markfaenza@concentra.com
(e) tony_silva@concentra.com
(w) www.concentra.com

Concord Hospital

250 Pleasant Street
Concord, NH 03301
Scott Sloane
VP of Finance
(o) 603-230-6059
(o) 603-225-2711
(e) ssloane@crhc.org
(w) www.concordhospital.org

Convenient MD Urgent Care

11 New Hampshire Avenue
Suite #2
Portsmouth, NH 03801
(o) 603-319-4490
(e) marketing@convenientmd.com
(w) www.convenientmd.com

ExpressMED, LLC d/b/a Orchard Medical Management

1 Highlander Way
Manchester, NH 03103
Dianne P. Annon
Executive Director, Business Development & Client Services
(c) 603-848-0177
(e) dannon@nhoccupationalhealth.com
(w) www.expressmednh.com

Portsmouth Regional Hospital

Occupational Health Services of PRH, LLC

25 New Hampshire Avenue, Suite 105
Pease International Tradeport
Portsmouth, NH 03801
(o) 603-430-9675
(f) 603-334-6088
(e) www.portsmouthhospital.com/about/contact-us/contact-us-form.dot
(w) portsmouthhospital.com/specialties/occupational-medicine/

Parkland Medical Center

Nutfield Medical Office Building
44 Birch Street, Building A – Suite 306
Derry, NH 03038
(o) 603-421-3680
(f) 603-421-3681
(e) www.parklandmedicalcenter.com/about/contact-us/
(w) www.parklandmedicalcenter.com/specialties/occupational-medicine/

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 follows:

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Corrections		1.2 State Agency Address 105 Pleasant Street, Concord, NH 03301 P.O. Box 1806, Concord, NH 03302	
1.3 Contractor Name <i>Concord Hospital, Inc</i>		1.4 Contractor Address <i>250 Pleasant St Concord, NH 03301</i>	
1.5 Contractor Phone Number <i>603-227-7000</i>	1.6 Account Number 02-46-46-460010- 83010000-101- 500729	1.7 Completion Date June 30, 2025	1.8 Price Limitation \$57,132.00
1.9 Contracting Officer for State Agency Ella Fredette, Human Resource Administrator		1.10 State Agency Telephone Number 603-271-5640	
1.11 Contractor Signature <i>Scott W. Fleane</i> Date: <i>4/5/22</i>		1.12 Name and Title of Contractor Signatory <i>Scott Sloane, CFO / Sr VP Finance</i>	
1.13 State Agency Signature <i>Helen E. Hanks</i> Date: <i>5/31/2022</i>		1.14 Name and Title of State Agency Signatory Helen E. Hanks, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <i>Takmina Rakhmatova</i> On: <i>6/2/2022</i>			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

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

9. TERMINATION.

9.1. Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

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

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

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

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

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

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

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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

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

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

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

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

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CONTRACT NHD0C 22-03-GFHR

Special Provisions, Exhibit A

1. FORM NUMBER P-37 (version 12/11/2019)

“To modify the Form P-37, General Provisions, Section 14. Insurance, paragraph 14.3, by changing the second to last sentence of the clause to read: “Cancellation notice by the Insurer to the Certificate Holder will be delivered in accordance with the policy provisions.”

The remainder of this page is intentionally blank.

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Scope of Services, Exhibit B

1. Purpose

To seek experienced Contractor(s) to provide Pre-Assignment and Fitness for Duty Medical Exam Services in accordance with the medical guidelines adopted from the NH Police Standards & Training Council to be completed by Board Certified Occupational Health Physicians, certified Advanced Registered Nurse Practitioners (ARNP) or certified Physician Assistants (PA) duly licensed to practice in the State of New Hampshire for applicants seeking employment with the New Hampshire Department of Corrections (herein known as the "NHDOC," "State," "Corrections" or "Department"). The requested Pre-Assignment and Fitness for Duty Medical Exam Services will serve applicants seeking employment who will be assigned to the Southern Regional Correctional Facilities of the Department.

2. Performance Period

Contract(s) awarded by the Governor and Executive Council (G&C) on behalf of the NH Department of Corrections is anticipated to be effective upon Governor and Executive Council approval for the period beginning July 1, 2022 through June 30, 2025. The Department may extend contracted services for one (1) additional period of up to two (2) years, contingent upon satisfactory Contractor performance, Commissioner approval, continued appropriation, and G&C approval.

3. Service Locations

Pre-Assignment and Fitness for Duty Medical Exam services shall be performed at the Contractor's physical address of doing business or at their satellite locations.

4. Description of Pre-Assignment and Fitness for Duty Medical Exam Services

4.1. Examination Requirements: All examinations shall include but not limited to:

- 4.1.1. Perform Pre-Assignment Examinations;
- 4.1.2. Perform Fitness for Duty Examinations; and
- 4.1.3. Immunizations, Chest X-Rays (CXR), Electrocardiograms (EKG), Audiology and Tuberculosis (TB) Screening and Urinalysis.

4.2. Pre-Assignment Examinations:

- 4.2.1. Pre-Assignment Examinations will be scheduled after the applicant has accepted a conditional offer of employment;
- 4.2.2. Documentation will be recorded on forms provided by the NH Department of Corrections; and
- 4.2.3. Applicants will receive a Physical Evaluation Packet at the time of the offer of employment and a completed Medical History Form prior to reporting for their examination.

4.3. The examination will include:

- 4.3.1. Medical and Occupational History;
- 4.3.2. Physical Examination of all body systems;
- 4.3.3. Tuberculosis (TB) Screening:
 - a. Mantoux Skin Test will be administered to all applicants unless specifically waived by the NH Department of Corrections for section 4.4.2.;
 - b. Symptom's check will be performed for individuals with history of previous positive skin test or determined by the examiner; and
 - c. Chest X-Ray (CXR) if applicable to be determined by the examiner.
- 4.3.4. Audiology Screening via pure tone audiometer for Officer applicants only;

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- 4.3.5. Urinalysis (U/A) via dipstick; and
- 4.3.6. Electrocardiogram (EKG) per community clinical standards.
- 4.4. Addressing significant findings:
 - 4.4.1. Positive responses to any question to Section 1 (To Be Filled Out by Applicant) of the Medical History Form must be addressed and commented upon in Box 9, Physician's Summary (p.4), of that form; and
 - 4.4.2. Positive clinical findings to any question to Section 2 (To Be Filled Out by Licensed Physician) of the Medical History Form must be addressed and commented upon in Box 9, Physician's Summary (p.4), of that form.
- 4.5. Distribution:
 - 4.5.1. Applicant is to receive the following documents at the conclusion of the examination:
 - a. TB Screening/Immunization Record when Mantoux Skin Test is performed; if symptom check is performed, DO NOT give this form to the applicant;
 - b. Front Door Pass Memo;
 - c. Medical Follow-Up Notice, if applicable; and
 - d. Audiology Referral Memorandum and Medical Standards for recourse audiology testing, if applicable.
 - 4.5.2. NH Department of Corrections, Bureau of Human Resources is to receive the **originals** of all forms included in the packet, marked "**Confidential**" and mailed to:

NH Department of Corrections
Bureau of Human Resources
Attn: Human Resource Administrator
P.O. Box 1806
Concord, NH 03302-1806
- 4.5.3. Contractor is to retain copies of all forms included in the packet.
- 4.5.4. **Any additional testing/procedures performed by the Contractor, other than an EKG and CXR as referred to previously, will require prior authorization and approval by either the NH Department of Corrections Human Resource Administrator or designee.**
- 4.6. Fitness for Duty Determination:
 - 4.6.1. General Fitness for Duty Examinations:
 - 4.6.1.1. At the request of the NH Department of Corrections, employees may be scheduled to have an evaluation of their health status as it relates to:
 - a. Their physical capacity to perform their required duties and/or
 - b. The communicability of disease.
 - 4.6.1.2. These evaluations are tailored to the occupation of the employee and the environment in which the employee works.
- 4.7. Duty Specific Evaluations: The evaluations are for the purposes of meeting acceptable safety and health practices for individuals who are required to use specialized equipment for particular duty assignments; to include, but not limited to the wearing of tight-fitting respirators.
 - 4.7.1. The Contractor will execute a standard Medical Questionnaire Review for the fee specified in the Estimated Budget/Method of Payment, Exhibit C to include all administrative paperwork and phone consultations with the employee and/or the Human Resource Administrator or designee; and

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- 4.7.2. If the examiner determines that an examination is necessary, the Medical Questionnaire Review fee will be waived, and the Fitness for Duty fee as specified in Estimated Budget/Method of Payment, Exhibit C will apply.
- 4.8. **Immunizations:**
- 4.8.1. Correctional Officers and direct patient care Health Services staff will be offered the Hepatitis B vaccine, consisting of a series of three (3) injections;
- 4.8.2. Administration of the series will begin after the date of hire; and
- 4.8.3. Employees are responsible for making and keeping appointments for receiving the vaccine.
- 5. General Service Provisions**
- 5.1. **Rules and Regulations:** The Contractor agrees to comply with all Policy and Procedure Directives of the NH Department of Corrections. The Contractor shall adhere to the Department's Administrative Rules, Conduct and Confidentiality of Information policies.
- 5.2. **Additional Facilities:** Upon agreement of both parties, additional facilities belonging or associated to the NH Department of Corrections may be added to the Contract.
- 6. Administrative Rules, Policies, Regulations and Policy and Procedure Directives**
- Contractor shall comply with any applicable NH Department of Corrections Administrative Rules, Policies, Regulations and Policy and Procedure Directives (PPD's) to include but not limited to PPD 371 (formerly 5.08): *Staff Personal Property Permitted In and Restricted from Prison Facilities*. Additional information can be located as a separate link:
http://www.nh.gov/nhd0c/business/rfp_bidding_tools.htm.
- 7. Health Insurance Portability and Accountability Act (HIPAA)**
- Contractor agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164. As defined herein, "Business Associate" shall mean the Contractor and sub-contractor(s) and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services. Additional information can be located as a separate link: http://www.nh.gov/nhd0c/business/rfp_bidding_tools.htm
- 8. Protected Health Information (PHI)**
- Contractor shall safeguard any and all PHI according to the terms of the Health Information Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments.
- In performing its obligations under the Contract, the Contractor may gain access to information of the patients, including confidential information or Patient Health Information (PHI). The Contractor shall not use information developed or obtained during the performance of, or acquired or developed by reason of the Contract, except as is directly connected to and necessary for the Contractor's performance under the Contract.
- The Contractor agrees to maintain the confidentiality of and to protect from unauthorized use, disclosure, publication, reproduction, and all information of the patient that becomes available to the

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Contractor in connection with its performance under the Contract. In the event of unauthorized use of or disclosure of the patient's information, the Contractor shall immediately notify the NH Department of Corrections.

All financial, statistical, personnel and/or technical data supplied by NH Department of Corrections to the Contractor are confidential. The Contractor is required to use reasonable care to protect the confidentiality of such data. Any use, sale or offering of this data in any form by the Contractor, or any individual or entity in the Contractor's charge or employ, will be considered a violation of this Contract, and may result in contract termination. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

9. Change of Ownership

In the event that the Contractor should change ownership for any reason whatsoever, the NH Department of Corrections shall have the option of continuing under the Contract with the Contractor or its successors or assigns for the full remaining term of the Contract, continuing under the Contract with the Contractor or, its successors or, assigns for such period of time as determined necessary by the NH Department of Corrections, or terminating the Contract.

10. Contractor Designated Liaison

Contractor shall designate a representative to act as a liaison between the Contractor and the Department of Corrections for the duration of the Contract and any renewals thereof. The Contractor shall, within five (5) days after the award of the Contract: submit a written identification and notification to NH Department of Corrections of the name, title, address, telephone & fax number, of its organization as a duly authorized representative to whom all correspondence, official notices and requests related to the Contractor's performance under the Contract.

- 10.1. Any written notice to the Contractor shall be deemed sufficient when deposited in the U.S. mail, postage prepaid and addressed to the person designated by the Contractor under this paragraph.
- 10.2. The Contractor shall have the right to change or substitute the name of the individual described above as deemed necessary provided that any such change is not effective until the Commissioner of the NH Department of Corrections actually receives notice of this change.
- 10.3. Changes to the named Liaison by the Contractor must be made in writing and forwarded to NH Department of Corrections, Contracting Officer for State Agency, or designee, P.O. Box 1806, Concord, NH 03302.

11. Contractor Liaison's Responsibilities

Contractor's designated liaison shall be responsible for:

- 11.1. Representing the Contractor on all matters pertaining to the Contract and any renewals thereof. Such a representative shall be authorized and empowered to represent the Contractor regarding all aspects of the Contract and any renewals thereof.
- 11.2. Monitoring the Contractor's compliance with the terms of the Contract and any renewals thereof.
- 11.3. Receiving and responding to all inquiries and requests made by NH Department of Corrections in the time frames and format specified by NH Department of Corrections in this RFP and in the Contract and any renewals thereof; and
- 11.4. Meeting with representatives of NH Department of Corrections on a periodic or as-needed basis to resolve issues, which may arise.

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12. NH Department of Corrections Contract Liaison Responsibilities

NH Department of Corrections' Commissioner, or designee, shall act as liaison between the Contractor and the NH Department of Corrections for the duration of the Contract and any renewals thereof. The NH Department of Corrections reserves the right to change its representative, at its sole discretion, during the term of the Contract, and shall provide the Contractor with written notice of such change. The NH Department of Corrections representative shall be responsible for:

- 12.1. Representing the NH Department of Corrections on all matters pertaining to the Contract. The representative shall be authorized and empowered to represent the NH Department of Corrections regarding all aspects of the Contract, subject to the approval of the Governor and Executive Council of the State of New Hampshire, where needed.
- 12.2. Monitoring compliance with the terms of the Contract.
- 12.3. Responding to all inquiries and requests related to the Contract made by the Contractor, under the terms and in the time, frames specified by the Contract.
- 12.4. Meeting with the Contractor's representative on a periodic or as-needed basis and resolving issues, which arise.
- 12.5. Informing the Contractor of any discretionary action taken by the NH Department of Corrections pursuant to the provision of the Contract.

13. Reporting Requirements

- 13.1. Contractor shall provide any and all reports as requested on an as-needed basis according to a schedule and format to be determined by the NH Department of Corrections.
- 13.2. Reports and/or information requests shall be forwarded to the NH Department of Corrections' Contracting Officer for State Agency, or designee, and mailed to P.O. Box 1806, Concord, NH 03302.

14. Performance Evaluation

NH Department of Corrections shall, at its sole discretion monitor and evaluate the Contractor's compliance with the Terms and Conditions and adherence to the Scope of Services of the Contract for the life of the Contract and any renewals thereof.

- 14.1. The NH Department of Corrections, Contracting Officer for State Agency or designee, at a minimum of four times a year will assess the performance of the product relative to the Contractor's compliance with the Contract as set forth in the approved Contract. Examples of performance include but not limited to:
 - 14.1.1. Request additional reports the NH Department of Corrections deems necessary for the purposes of monitoring and evaluating the performance of the Contractor under the Contract; and
 - 14.1.2. Review reports submitted by the Contractor. NH Department of Corrections shall determine the acceptability of the reports. If they are not deemed acceptable, the NH Department of Corrections shall notify the Contractor and explain the deficiencies.

15. Performance Measures

NH Department of Corrections shall, at its sole discretion:

- 15.1. Inform the Contractor of any dissatisfaction with the Contractor's performance and include requirements for corrective action.
- 15.2. Terminate the Contract as permitted by law, if the NH Department of Corrections determines that the Contractor:
 - 15.2.1. Does not comply with the terms of the Contract.

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15.2.2. The Contractor shall fully coordinate the performance activities of the Contract with those of the NH Department of Corrections. As the work of the Contractor progresses, advice and information on matters covered by the Contract shall be made available by the Contractor to the NH Department of Corrections as requested by the Department throughout the effective period of the Contract.

16. Bankruptcy or Insolvency Proceeding Notifications

- 16.1. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Contractor must notify the NH Department of Corrections immediately.
- 16.2. Upon learning of the actions herein identified, the NH Department of Corrections reserves the right at its sole discretion to either cancel the Contract in whole or in part or re-affirm the Contract in whole or in part.

17. Embodiment of the Contract

In the event of a conflict in language between the documents referenced below, the provisions and requirements set forth and/or referenced in the negotiated document noted in 17.1.1. shall govern. The NH Department of Corrections reserves the right to clarify any contractual relationship in writing with the concurrence of the Contractor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the Proposer's Proposal and/or the result of a Contract.

17.1. Order of Precedence:

- 17.1.1. NH Department of Corrections Contract Agreement NHD0C 22-03-GFHR.
- 17.1.2. NH Department of Corrections RFP NHD0C 22-03-GFHR.
- 17.1.3. Proposer's Response to RFP NHD0C 22-03-GFHR.

18. Cancellation of Contract

NH Department of Corrections may cancel the Contract at any time for breach of contractual obligations by providing the Contractor with a written notice of such cancellation. Should the NH Department of Corrections exercise its right to cancel the Contract, the cancellation shall become effective on the date as specified in the Notice of Cancellation sent to the Contractor.

- 18.1. The NH Department of Corrections reserves that right to terminate the without penalty or recourse by giving the Contractor a written notice of such termination at least sixty (60) days prior to the effective termination date.
- 18.2. The NH Department of Corrections reserves the right to cancel this Contractor for the convenience of the State with no penalties by giving the Contractor sixty (60) days' notice of said cancellation.

19. Contractor Transition

NH Department of Corrections, at its discretion, in any Contract or renewals thereof, resulting from this RFP, may require the Contractor to work cooperatively with any predecessor and/or successor Contractor to assure the orderly and uninterrupted transition from one Contractor to another.

20. Audit Requirement

Contractor agrees to comply with any recommendations arising from periodic audits on the performance of the Contract, providing that the recommendations do not require unreasonable hardship, which would normally affect the value of the Contract.

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21. Notification to the Contractor

NH Department of Corrections shall be responsible for notifying the Contractor of any policy or procedural changes affecting the contracted services at least thirty (30) days before the implementation of such policy or procedure. The Contractor shall implement the changes on the date specified by the Department.

22. Information

- 22.1. In performing its obligations under the Contract, the Contractor may gain access to information of the residents/patients/non-adjudicated residents including confidential information. The Contractor shall not use information developed or obtained during the performance of, or acquired or developed by reason of the Contract, except as is directly connected to and necessary for the Contractor's performance under the Contract.
- 22.2. Contractor agrees to maintain the confidentiality of and to protect from unauthorized use, disclosure, publication, reproduction, and all information of the inmate/patient/non-adjudicated residents that becomes available to the Contractor in connection with its performance under the Contract.
- 22.3. In the event of unauthorized use or disclosure of the residents/patient/non-adjudicated resident information, the Contractor shall immediately notify the NH Department of Corrections.
- 22.4. All material developed or acquired by the Contractor, as a result of work under the Contract shall become the property of the State of New Hampshire. No material or reports prepared by the Contractor shall be released to the public without the prior written consent of NH Department of Corrections.
- 22.5. All financial, statistical, personnel and/or technical data supplied by NH Department of Corrections to the Contractor are confidential. The Contractor is required to use reasonable care to protect the confidentiality of such data. Any use, sale or offering of this data in any form by the Contractor, or any individual or entity in the Contractor's charge or employ, will be considered a violation of the contract, and may result in contract termination. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

23. Contractor Personnel

- 23.1. Contractor shall agree that employees of the Contractor shall perform all services required by the Contract. The Contractor shall guarantee that all personnel providing the services required by the Contract are qualified to perform their assigned tasks.
- 23.2. The Department shall be advised of and approve in writing at least ten (10) days in advance of such change, any permanent or temporary changes to or deletions the Contractor's management, supervisory, or key professional personnel, who directly impact the deliverables to be provided under the Contract.

24. Other Contractual Documents Required by the NH Department of Corrections

Form Number P-37 (version 12/11/19); Certificate of Good Standing (COGS); Certificates of Authority/Vote; Certificate of Insurance; Administrative Rules, Rules of Conduct, Confidentiality of Information Agreements; Health Insurance Portability and Accountability Act (HIPAA); and ALT-W9 Registration shall be applicable for the requested contracted activities and, for the exception of the COGS, are located as a separate link on the NH Department of Corrections website: http://www.nh.gov/nhd0c/business/rfp_bidding_tools.htm with instructions found in the Proposal Check Sheet.

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25. Locations of Services, Contract Information and Appointment Scheduling Table

25.1. Primary location where requested contractual services shall be provided.

Location of Services						
Name of Location: <u>Concord Hospital Occupational + Employee Health</u>						
Street: <u>Pillsbury Medical Office Building, 248 Pleasant St, Suite 202</u>						
City: <u>Concord</u>		State: <u>NH</u>		Zip Code: <u>03301</u>		
Web: <u>concordhospital.org</u>				Tax ID # (optional):		
Contact Information for Location						
Name: <u>Shaney Blais</u>				Title: <u>Practice Manager</u>		
E-Mail: <u>sblais@crhc.org</u>						
Phone #: <u>(603) 225-2711</u>		Fax #: <u>(603) 227-7126</u>				
Appointment Scheduling Options						
Availability	Yes	No	Hours of Operation			
			Mon-Fri	Saturday	Sunday	
Appointment within twenty-four (24) hrs.	<input type="checkbox"/>	<input type="checkbox"/>				
Appointment within forty-eight (48) hrs.	<input type="checkbox"/>	<input type="checkbox"/>				
Appointment within seventy-two (72) hrs.	<input checked="" type="checkbox"/>	<input type="checkbox"/>				
Appointment within one (1) week	<input type="checkbox"/>	<input type="checkbox"/>				
Morning Appointments	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Afternoon Appointments	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Evening Appointments	<input type="checkbox"/>	<input type="checkbox"/>				

25.2. Other possible locations where services may be provided.

Location of Services						
Name of Location: <u>Concord Hospital-Laconia Occupational + Employee Health</u>						
Street: <u>14 Maple St</u>						
City: <u>Gilford</u>		State: <u>NH</u>		Zip Code: <u>03249</u>		
Web: <u>concordhospital-laconia.org</u>				Tax ID # (optional):		
Contact Information for Location						
Name: <u>Shaney Blais</u>				Title: <u>Practice Manager</u>		
E-Mail: <u>sblais@crhc.org</u>						
Phone #: <u>(603) 524-5816</u>		Fax #: <u>(603) 527-6984</u>				
Appointment Scheduling Options						
Availability	Yes	No	Hours of Operation			
			Mon-Fri	Saturday	Sunday	
Appointment within twenty-four (24) hrs.	<input type="checkbox"/>	<input type="checkbox"/>				
Appointment within forty-eight (48) hrs.	<input type="checkbox"/>	<input type="checkbox"/>				
Appointment within seventy-two (72) hrs.	<input checked="" type="checkbox"/>	<input type="checkbox"/>				
Appointment within one (1) week	<input type="checkbox"/>	<input type="checkbox"/>				
Morning Appointments	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>Mon + Wed</u>	<u>can do Tues + Fri if needed</u>		
Afternoon Appointments	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>Mon + Wed</u>			
Evening Appointments	<input type="checkbox"/>	<input type="checkbox"/>				

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Estimated Budget/Method of Payment, Exhibit C

1. Estimated Budget (Cost Proposal)

Pre-Assignment and Fitness for Duty Medical Exam Services							
Item #	Description of Services	Estimated Volume (Est. Vol.) by FY¹			Total Est. Vol.	Unit Cost	Extended Cost (Total Est. Vol. x Unit Cost)
		FY 23 (Column A)	FY 24 (Column B)	FY 25 (Column C)			
1.	Pre-Assignment Physical Examination for Officers (inclusive of Mantoux, Dipstick U/A and Audiology)	100	85	85	270	\$ 154.00	\$ 41,580.00
2.	Pre-Assignment Physical Examination for Civilians (inclusive of Mantoux and Dipstick U/A)	25	25	25	75	\$ 99.00	\$ 7,425.00
3.	Audiology Screening using Audiometer	1	1	1	3	\$ 35.00	\$ 105.00
4.	Mantoux Test	2	2	2	6	\$ 24.00	\$ 144.00
5.	Electrocardiogram (EKG)	25	25	25	75	\$ 55.00	\$ 4,125.00
6.	Chest X-Ray (CXR)	5	5	5	15	\$ 125.00	\$ 1,875.00
7.	Hepatitis B Vaccine – [Series of three (3)] – COST PER DOSE	5	5	5	15	\$ 75.00	\$ 1,125.00
8.	General Fitness for Duty Examination (specific to occupational demands and/or individual medical condition)	1	1	1	3	\$ 133.00	\$ 399.00
9.	Duty Specific Fitness for Duty Evaluation (inclusive of Medical Questionnaire Review)	1	1	1	3	\$ 118.00	\$ 354.00
Total Estimated Budget (Total Extended Cost Column Line Items # 1-9)					\$ 57,132.00		

¹ Optional Renewal Periods (SFY 26 & 27), if exercised, shall utilize SFY 24 & 25 Volumes.

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2. Method of Payment

- 2.1. Services are to be invoiced monthly commencing thirty (30) days after the start of service. Due dates for monthly invoices will be the 15th following the month in which services are provided.
- 2.2. Invoices shall be sent to the NH Department of Corrections, Financial Services, P.O. Box 1806, Concord, NH 03302, or designee, for approval. The "Bill To" address on the invoice shall be: NH Department of Corrections, Financial Services, P.O. Box 1806, Concord, NH 03302.
- 2.3. The NH Department of Corrections may adjust the payment amount identified on a Contractor's monthly invoice. The NH Department of Corrections shall suspend payment to an invoice if an invoice is not submitted in accordance with the instructions established by the NH Department of Corrections.
- 2.4. The NH Department of Corrections Bureau of Financial Services may issue payment to the Contractor within thirty (30) days of receipt of an approved invoice. Invoices shall contain the following information:
 - 2.4.1. Invoice date, number and facility and applicant's name receiving the Pre-Assignment and/or Fitness for Duty Medical Exam;
 - 2.4.2. Quantity, description of services rendered;
 - 2.4.3. Dates of said service(s); and
 - 2.4.4. Itemized product/service total charge.
- 2.5. Contractor invoices shall be limited to services performed according to the Pre-Assignment and Fitness for Duty Medical Exams described in the Scope of Services, Exhibit B and the Estimated Budget/Method of Payment, Exhibit C.
- 2.6. Payment shall be made to the name and address identified in the Contract as the "Contractor" unless: (a) the Contractor has authorized a different name and mailing address in writing or (b) authorized a different name and mailing address in an official State of New Hampshire Contractor Registration Application Form; or (c) unless a court of law specifies otherwise. The Contractor shall not invoice federal tax. The State's tax-exempt certificate number is 026000618.

The remainder of this page is intentionally blank.

CERTIFICATE

I, William Chapman, Secretary of Concord Hospital, Inc. do hereby certify:

- 1) I maintain and have custody of and am familiar with the seal and minute books of the corporation;
- 2) I am authorized to issue certificates with respect to the contents of such books and to affix such seal to such certificates;
- 3) The following is a true and complete copy of the resolution adopted by the board of trustees of the corporation at a meeting of that board on March 21, 2005 which meeting was held in accordance with the law of the state of incorporation and the bylaws of the corporation:

The motion was made, seconded and the Board unanimously voted that the powers and duties of the President shall include the execution of all contracts and other legal documents on behalf of the corporation, unless some other person is specifically so designated by the Board, by law, or pursuant to the administrative policy addressing contract and expenditure approval levels.

- 4) the foregoing resolution is in full force and effect, unamended, as of the date when the contract was signed, April 5, 2022; and
- 5) the following persons lawfully occupy the offices indicated below:

Robert P. Steigmeyer, President

Scott W. Sloane, Chief Financial Officer

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Corporation this 17th day of MAY, 2022.

William Chapman
Secretary



State of New Hampshire

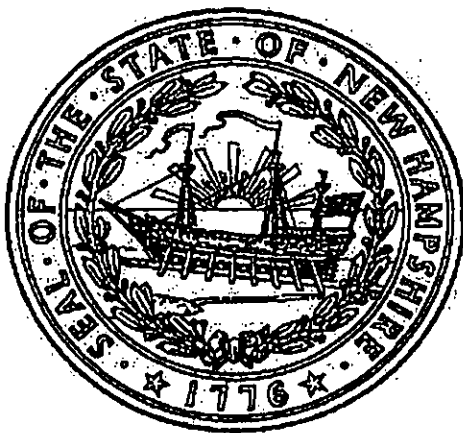
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that CONCORD HOSPITAL, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on January 29, 1985. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 74948

Certificate Number : 0005751457



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of April A.D. 2022.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State



State of New Hampshire
Department of State
2020 NONPROFIT REPORT

Filed
Date Filed: 8/25/2020
Effective Date: 8/25/2020
Business ID: 74948
William M. Gardner
Secretary of State

BUSINESS NAME: CONCORD HOSPITAL, INC.		
BUSINESS TYPE: Domestic Nonprofit Corporation		
BUSINESS ID: 74948		
STATE OF INCORPORATION: New Hampshire		
CURRENT PRINCIPAL OFFICE ADDRESS		CURRENT MAILING ADDRESS
250 Pleasant Street Concord, NH, 03301, USA		Attn: CFO250 Pleasant Street Concord, NH, 03301, USA
PRINCIPAL PURPOSE(S)		
NAICS CODE	NAICS SUB CODE	
OTHER / ESTABLISH/MAINTAIN/OPERATE HOSPITAL FOR SURGICAL & MEDICAL CARE; ETC.		
OFFICER / DIRECTOR INFORMATION		
NAME	BUSINESS ADDRESS	TITLE
Robert Steigmeyer	250 Pleasant Street, Concord, NH, 03301, USA	President
William Chapman	250 Pleasant Street, Concord, NH, 03301, USA	Secretary
Scott Sloane	250 Pleasant Street, Concord, NH, 03301, USA	Treasurer
Sol Asmar	250 Pleasant Street, Concord, NH, 03301, USA	Chairman of the Board of Directors
I, the undersigned, do hereby certify that the statements on this report are true to the best of my information, knowledge and belief.		
Title: Treasurer		
Signature: Scott Sloane		
Name of Signer: Scott Sloane		



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/20/2022

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

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

PRODUCER MARSH USA, INC. 99 HIGH STREET BOSTON, MA 02110 Attn: Boston.certrequest@Marsh.com	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, No):
CN107277064-CRHC-GIP-22-23	INSURER(S) AFFORDING COVERAGE INSURER A : Granite Shield Insurance Exchange INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
INSURED CAPITAL REGION HEALTHCARE CORPORATION & CONCORD HOSPITAL, INC. ATTN: KATHY LAMONTAGNE, ADMINISTRATION 250 PLEASANT STREET CONCORD, NH 03301	NAIC #

COVERAGES **CERTIFICATE NUMBER:** NYC-009846590-30 **REVISION NUMBER:** 16

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GSIE-PRIM-2022-101	01/01/2022	01/01/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 12,000,000 PRODUCTS - COM/OP AGG \$ OTHER \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ OTHER \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The state of NH, NH Dept of Corrections and The state of New Hampshire, Department of Corrections are included as additional insured where required by written contract.

CERTIFICATE HOLDER

THE NH DEPARTMENT OF CORRECTIONS
PO BOX 1806
CONCORD, NH 03302-1806

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

Marsh USA Inc.

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CAPIREG-01

MDUNNING

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/18/2022

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: Cheryl Walunas PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: cheryl.walunas@hubinternational.com																					
INSURED Capital Region Healthcare Corporation- Concord Hospital 250 Pleasant Street Concord, NH 03301	<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>Safety National Casualty Corporation</td><td>15105</td></tr><tr><td>INSURER B:</td><td>The Gray Insurance Company</td><td>36307</td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Safety National Casualty Corporation	15105	INSURER B:	The Gray Insurance Company	36307	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
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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"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N	N/A		SP4065681	10/1/2021	10/1/2022	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Excess Worker's Comp			SPX0702401	10/1/2021	10/1/2022	SIR Buy Down 200,000

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

Named Insured Includes CONCORD HOSPITAL

Evidence of Excess Workers Compensation - Self-Insured Retention of \$650,000

Certificate holder is named as Additionally Insured

CERTIFICATE HOLDER

CANCELLATION

The NH Department of Corrections PO Box 1806 Concord, NH 03302	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/04/2022

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PRODUCER MARSH USA, INC. 99 HIGH STREET BOSTON, MA 02110 Attn: Boston.certrequest@Marsh.com	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
CN107277064-CRHC-GIP-22-23	INSURER(S) AFFORDING COVERAGE	
INSURED CAPITAL REGION HEALTHCARE CORPORATION & CONCORD HOSPITAL, INC. ATTN: KATHY LAMONTAGNE, ADMINISTRATION 250 PLEASANT STREET CONCORD, NH 03301	INSURER A: Granite Shield Insurance Exchange	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** NYC-011300126-01 **REVISION NUMBER:** 4

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
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	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER \$
A	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$		GSIE-PRIM-2022-101	01/01/2022	01/01/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 OTHER \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability		GSIE-PRIM-2022-101	01/01/2022	01/01/2023	SEE ABOVE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
GENERAL LIABILITY AND PROFESSIONAL LIABILITY SHARE A COMBINED LIMIT OF 2,000,000/12,000,000. HOSPITAL PROFESSIONAL LIABILITY RETRO ACTIVE DATE 06/24/1985. EACH OCCURRENCE AND AGGREGATE LIMITS ARE SHARED AMONGST THE GRANITE SHIELD EXCHANGE HOSPITALS.

CERTIFICATE HOLDER

NH Department of Corrections
105 Pleasant Street
Concord, NH 03302

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

Marsh USA Inc.

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NH DEPARTMENT OF CORRECTIONS
ADMINISTRATIVE RULES

Cor 307 Items Considered Contraband. Contraband shall consist of:

- a) Any substance or item whose possession is unlawful for the person or the general public possessing it including but not limited to:
 - (1) narcotics
 - (2) controlled drugs or
 - (3) automatic or concealed weapons possessed by those not licensed to have them.
- b) Any firearm, simulated firearm, or device designed to propel or guide a projectile against a person, animal or target.
- c) Any bullets, cartridges, projectiles or similar items designed to be projected against a person, animal or target.
- d) Any explosive device, bomb, grenade, dynamite or dynamite cap or detonating device including primers, primer cord, explosive powder or similar items or simulations of these items.
- e) Any drug item, whether medically prescribed or not, in excess of a one day supply or in such quantities that a person would suffer intoxication or illness if the entire available quantity were consumed alone or in combination with other available substances.
- f) Any intoxicating beverage.
- g) Sums of money or negotiable instruments in excess of \$100.00.
- h) Lock-picking kits or tools or instruments on picking locks, making keys or obtaining surreptitious entry or exit.
- i) The following types of items in the possession of an individual who is not in a vehicle, but shall not be contraband stored in a secured vehicle:
 - (1) knives and knife-like weapons, clubs and club-like weapons,
 - (2) tobacco, alcohol, drugs including prescription drugs unless prior approval is granted in writing by the facility Warden/designee, or Director/designee,
 - (3) maps of the prison vicinity or sketches or drawings or pictorial representations of the facilities, its grounds or its vicinity,
 - (4) pornography or pictures of visitors or prospective visitors undressed,
 - (5) radios capable of monitoring or transmitting on the police band in the possession of other than law enforcement officials,
 - (6) identification documents, licenses and credentials not in the possession of the person to whom properly issued,
 - (7) ropes, saws, grappling hooks, fishing line, masks, artificial beards or mustaches, cutting wheels or string rope or line impregnated with cutting material or similar items to facilitate escapes,
 - (8) balloons, condoms, false-bottomed containers or other containers which could facilitate transfer of contraband.

SWS
4/5/22

COR 307.02 Contraband on prison grounds is prohibited. The possession, transport, introduction, use, sale or storage of contraband on the prison grounds without prior approval of the Commissioner of Corrections or his designee is prohibited under the provision of RSA 622:24 and RSA 622:25.

COR 307.03 Searches and Inspections Authorized.

- a) Any person or property on state prison grounds shall be subject to search to discover contraband...
Travel onto prison grounds shall constitute implied consent to search for contraband. In such cases where implied consent exists, the visitor will be given a choice of either consenting to the search or immediately leaving the prison grounds. Nothing in this rule however, prevents non-consensual searches in situations where probable cause exists to believe that the visitor is or had attempted to introduce contraband into the prison pursuant to the law of New Hampshire concerning search, seizure and arrest.
- b) All motor vehicles parked on prison grounds shall be locked and have the keys removed. Custodial personnel shall check to insure that vehicles are locked and shall visually inspect the plain view interior of the vehicles. Vehicles discovered unlocked shall be searched to insure that no contraband is present. Contraband discovered during searches shall be confiscated for evidence, as shall contraband discovered during plain view inspections.
- c) All persons entering the facilities to visit with residents or staff, or to perform services at the facilities or to tour the facilities shall be subject to having their persons checked. All items and clothing carried into the institution shall be searched for contraband.

<u>Scott W. Sloane</u> Name	<u>Scott W. Sloane</u> Signature	<u>4/5/22</u> Date
<u>Fawn Peterson</u> Witness Name	<u>Fawn Peterson</u> Signature	<u>4/5/22</u> Date

805
4/5/22

NH DEPARTMENT OF CORRECTIONS
RULES OF CONDUCT FOR PERSONS PROVIDING CONTRACT SERVICES

1. Engaging in any of the following activities with persons under departmental control is strictly prohibited:
 - a. Any contact, including correspondence, other than the performance of your services for which you have been contracted.
 - b. Giving or selling of anything
 - c. Accepting or buying anything
2. Any person providing contract services who is found to be under the influence of intoxicants or drugs will be removed from facility grounds and barred from future entry to NH Department of Corrections property.
3. Possession of any item considered to be contraband as defined in the New Hampshire code of Administrative Rules, Part COR 307 is a violation of the rules and the laws of the State of New Hampshire and may result in legal action under RSA 622:24 or other statutes.
4. In the event of any emergency situation, i.e., fire, disturbance, etc., you will follow the instructions of the escorting staff or report immediately to the closest available staff.
5. All rules, regulations and policies of the NH Department of Corrections are designed for the safety of the staff, visitors and residents, the security of the facility and an orderly flow of necessary movement and activities. If unsure of any policy and procedure, ask for immediate assistance from a staff member.
6. Harassment and discrimination directed toward anyone based on sex, race, creed, color, national origin or age are illegal under federal and state laws and will not be tolerated in the work place. Maintenance of a discriminatory work environment is also prohibited. Everyone has a duty to observe the law and will be subject to removal for failing to do so.
7. During the performance of your services you are responsible to the facility administrator, and by your signature below, agree to abide by all the rules, regulations, policies and procedures of the NH Department of Corrections and the State of New Hampshire.
8. In lieu of Contracted staff participating in the Corrections Academy, the Vendor through the Commissioner or his designees will establish a training/orientation facilitated by the Vendor to supplement this requirement and appropriate orient Vendor staff to the rules, regulations, policies and procedures of the Department of Corrections and the State of New Hampshire.

Scott W. Sloane
Name

Scott W. Sloane
Signature

4/5/22
Date

Fawn Peterson
Witness Name

Fawn Peterson
Signature

4/5/22
Date

SWS
4/5/22

**NH DEPARTMENT OF CORRECTIONS
CONFIDENTIALITY OF INFORMATION AGREEMENT**

I understand and agree that all employed by the organization/agency I represent must abide by all rules, regulations and laws of the State of New Hampshire and the NH Department of Corrections that relate to the confidentiality of records and all other privileged information.

I further agree that all employed by or subcontracted through the organization I represent are not to discuss any confidential or privileged information with family, friends or any persons not professionally involved with the NH Department of Corrections. If persons under Departmental control of the NH Department of Corrections, or, anyone outside of the NH Department of Corrections' employ approaches any of the organization's employees or subcontractors and requests information, the staff/employees of the organization I represent will immediately contact their supervisor, notify the NH Department of Corrections, and file an incident report or statement report with the appropriate NH Department of Corrections representative.

Any violation of the above may result in immediate termination of any and all contractual obligations.

Scott W. Sloane
Name

Scott W. Sloane
Signature

4/5/22
Date

Fawn Peterson
Witness Name

Fawn Peterson
Signature

4/5/22
Date

SWS
4/6/22

NH DEPARTMENT OF CORRECTIONS
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions

- a. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- b. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- c. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- d. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.
- e. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- f. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- g. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- h. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- i. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- j. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- k. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time.

(2) Use and Disclosure of Protected Health Information

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:

- (i) for the proper management and administration of the Business Associate;
- (ii) as required by law, pursuant to the terms set forth in paragraph d. below; or
- (iii) for data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to immediately notify Business Associate of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions on the uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate

a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, of which it becomes aware, within two (2) business days of becoming aware of such unauthorized use or disclosure or security incident.

b. Business Associate shall use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of protected health information, in electronic or any other form, that it creates, receives, maintains or transmits under this Agreement, in accordance with the Privacy and Security Rules, to prevent the use or disclosure of PHI other than as permitted by the Agreement.

c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be

receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.

e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to standard provision #10 of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

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

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA and the Privacy and Security Rule.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

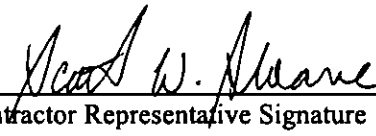
f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3.d and standard contract provision #13, shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT.

NH Department of Corrections
State of New Hampshire Agency Name

Concord Hospital
Contractor Name


Signature of Authorized Representative


Contractor Representative Signature

Helen E. Hanks
Authorized DOC Representative Name

Scott Sloan
Authorized Contractor Representative Name

Commissioner
Authorized DOC Representative Title

CFO / Sr VP Finance
Authorized Contractor Representative Title

5/31/2022
Date

4/5/22
Date

Concord Hospital, Inc.

250 Pleasant Street
Concord, NH 03301
603-227-7000

Mission, Values & Vision Statement

Concord Hospital Medical Group is a health system comprised of individuals dedicated to identifying and applying newly proven or promising technologies and therapies. We responsibly manage the physical, monetary and personnel resources entrusted to us to ensure a successful Hospital for future generations to come.

Thank you for your interest in joining us in our pledge to promote inspirational ideas, compassion, and respect for all, accountability, responsible and cost-effective resource management, honesty and trust, quality care, and customer satisfaction.

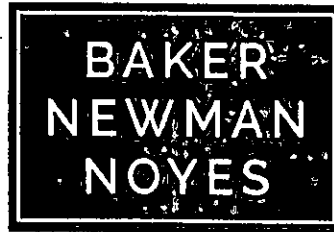
Mission Statement

Concord Hospital is a charitable organization which exists to meet the health needs of individuals within the communities it serves.

It is the established policy of Concord Hospital to provide services on the sole basis of the medical necessity of such services as determined by the medical staff without reference to race, color, ethnicity, national origin, sexual orientation, marital status, religion, age, gender, disability or inability to pay for such services.

Values

- Leadership
- Caring
- Stewardship
- Integrity
- Continuous Improvement



Concord Hospital, Inc. and Subsidiaries

Audited Consolidated Financial Statements

*Years Ended September 30, 2021 and 2020
With Independent Auditors' Report*

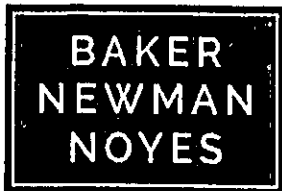
CONCORD HOSPITAL, INC. AND SUBSIDIARIES

Audited Consolidated Financial Statements

Years Ended September 30, 2021 and 2020

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INDEPENDENT AUDITORS' REPORT

The Board of Trustees
Concord Hospital, Inc.

We have audited the accompanying consolidated financial statements of Concord Hospital, Inc. and Subsidiaries (the System), which comprise the consolidated balance sheets as of September 30, 2021 and 2020, the related consolidated statements of operations, changes in net assets and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

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

Auditors' Responsibility

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

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

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

The Board of Trustees
Concord Hospital, Inc.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the System as of September 30, 2021 and 2020, and the results of its operations, changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter

As further discussed in Note 3, the System acquired certain assets and liabilities of LRGHealthcare, which operates two acute care hospitals located in Franklin and Laconia, New Hampshire; Granite Shield Insurance Exchange and Subsidiary, an insurance captive; and Concord Endoscopy Center, LLC, during the year ended September 30, 2021.

Baker Newman & Noyes LLC

Manchester, New Hampshire
December 17, 2021

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

CONSOLIDATED BALANCE SHEETS

September 30, 2021 and 2020

ASSETS (In thousands)

	<u>2021</u>	<u>2020</u>
Current assets:		
Cash and cash equivalents	\$ 37,722	\$ 29,342
Short-term investments	66,525	73,907
Accounts receivable	94,720	66,175
Due from affiliates	1,031	90
Supplies	5,656	2,871
Prepaid expenses and other current assets	<u>11,575</u>	<u>6,923</u>
Total current assets	217,229	179,308
Assets whose use is limited or restricted:		
Board designated	365,305	296,887
Funds held by trustee for insurance reserves, escrows and construction funds	77,443	18,000
Donor-restricted funds and restricted grants	<u>48,313</u>	<u>39,462</u>
Total assets whose use is limited or restricted	491,061	354,349
Other noncurrent assets:		
Due from affiliates, net of current portion	615	654
Other assets	<u>16,656</u>	<u>13,567</u>
Total other noncurrent assets	17,271	14,221
Property and equipment:		
Land and land improvements	8,193	6,332
Buildings	269,286	239,545
Equipment	271,210	255,660
Construction in progress	<u>10,144</u>	<u>12,075</u>
	558,833	513,612
Less accumulated depreciation	<u>(337,496)</u>	<u>(309,639)</u>
Net property and equipment	<u>221,337</u>	<u>203,973</u>
	<u>\$ 946,898</u>	<u>\$ 751,851</u>

LIABILITIES AND NET ASSETS

(In thousands)

	<u>2021</u>	<u>2020</u>
Current liabilities:		
Accounts payable and accrued expenses	\$ 47,073	\$ 34,569
Accrued compensation and related expenses	43,982	30,543
Accrual for estimated third-party payor settlements	96,403	48,392
Current portion of long-term debt	<u>5,447</u>	<u>5,186</u>
Total current liabilities	192,905	118,690
Long-term debt, net of current portion	155,323	116,555
Reserve for insurance	28,932	7,081
Accrued pension and other long-term liabilities	<u>40,391</u>	<u>139,571</u>
Total liabilities	417,551	381,897
Net assets:		
Without donor restrictions	477,710	331,060
With donor restrictions	<u>48,903</u>	<u>38,894</u>
Total Concord Hospital net assets	526,613	369,954
Noncontrolling interest in consolidated subsidiary	<u>2,734</u>	<u>—</u>
Total net assets	529,347	369,954
	<u>\$ 946,898</u>	<u>\$ 751,851</u>

See accompanying notes.

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF OPERATIONS

Years Ended September 30, 2021 and 2020
(In thousands)

	<u>2021</u>	<u>2020</u>
Revenue and other support without donor restrictions:		
Patient service revenue	\$598,533	\$455,512
Other revenue	30,661	48,612
Disproportionate share revenue	26,545	18,202
Net assets released from restrictions for operations	<u>1,537</u>	<u>1,983</u>
Total revenue and other support without donor restrictions	657,276	524,309
Operating expenses:		
Salaries and wages	297,198	245,681
Employee benefits	81,179	68,329
Supplies and other	143,972	109,783
Purchased services	47,807	34,943
Professional fees	8,354	7,722
Depreciation and amortization	27,207	24,355
Medicaid enhancement tax	26,631	22,572
Interest expense	<u>3,835</u>	<u>2,595</u>
Total operating expenses	<u>636,183</u>	<u>515,980</u>
Income from operations	21,093	8,329
Nonoperating income (loss):		
Gifts and bequests without donor restrictions	328	411
Investment income and other	69,338	10,056
Loss on extinguishment of long-term debt	—	(1,231)
Other nonoperating income	2,118	—
Net periodic benefits cost, other than service cost	<u>(1,931)</u>	<u>(2,931)</u>
Total nonoperating income	<u>69,853</u>	<u>6,305</u>
Consolidated excess of revenues and nonoperating income over expenses	90,946	14,634
Excess of revenues and nonoperating income over expenses attributable to noncontrolling interest in consolidated subsidiary	<u>(144)</u>	<u>—</u>
Excess of revenues and nonoperating income over expenses attributable to the System	<u>\$ 90,802</u>	<u>\$ 14,634</u>

See accompanying notes.

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CHANGES IN NET ASSETS

Years Ended September 30, 2021 and 2020
(In thousands)

	<u>2021</u>	<u>2020</u>
System net assets without donor restrictions:		
Excess of revenues and nonoperating income over expenses attributable to the System	\$ 90,802	\$ 14,634
Net transfers to affiliates	(15)	(145)
Net assets released from restrictions used for purchases of property and equipment	165	61
Pension adjustment	<u>55,698</u>	<u>(16,512)</u>
Increase (decrease) in System net assets without donor restrictions	146,650	(1,962)
System net assets with donor restrictions:		
Contributions and pledges with donor restrictions	5,128	2,079
Net investment gain	5,429	945
Contributions to affiliates and other community organizations	(222)	(210)
Unrealized gains on trusts administered by others	1,376	62
Net assets released from restrictions for operations	(1,537)	(1,983)
Net assets released from restrictions used for purchases of property and equipment	<u>(165)</u>	<u>(61)</u>
Increase in System net assets with donor restrictions	<u>10,009</u>	<u>832</u>
Increase (decrease) in System net assets	156,659	(1,130)
Noncontrolling interest in consolidated subsidiary:		
Net increase in noncontrolling interest in consolidated subsidiary	2,681	—
Distributions to noncontrolling interest in consolidated subsidiary	(91)	—
Excess of revenues and nonoperating income over expenses attributable to noncontrolling interest in consolidated subsidiary	<u>144</u>	<u>—</u>
Increase in noncontrolling interest in consolidated subsidiary	<u>2,734</u>	<u>—</u>
Increase (decrease) in total net assets	159,393	(1,130)
Net assets, beginning of year	<u>369,954</u>	<u>371,084</u>
Net assets, end of year	<u>\$529,347</u>	<u>\$369,954</u>

See accompanying notes.

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS

Years Ended September 30, 2021 and 2020
(In thousands)

	<u>2021</u>	<u>2020</u>
Cash flows from operating activities:		
Increase (decrease) in net assets	\$ 159,393	\$ (1,130)
Adjustments to reconcile increase (decrease) in net assets to net cash provided by operating activities:		
Contributions and pledges with donor restrictions	(5,128)	(2,079)
Depreciation and amortization	27,207	24,355
Net realized and unrealized gains on investments	(70,262)	(7,469)
Bond premium and issuance cost amortization	(430)	(356)
Equity in earnings of affiliates, net	(5,082)	(4,865)
Distributions to noncontrolling interest in consolidated subsidiary	91	-
Loss on disposal of property and equipment	-	33
Loss on extinguishment of long-term debt	-	1,231
Pension adjustment	(55,698)	16,512
Changes in operating assets and liabilities:		
Accounts receivable	(13,615)	2,439
Supplies, prepaid expenses and other current assets	(5,711)	(736)
Other assets	3,077	5,758
Due from affiliates	(902)	456
Accounts payable and accrued expenses	6,524	6,228
Accrued compensation and related expenses	8,494	2,369
Accrual for estimated third-party payor settlements	41,645	13,823
Accrued pension and other long-term liabilities	(48,992)	55,175
Reserve for insurance	3,440	247
Net cash provided by operating activities	<u>44,051</u>	<u>111,991</u>
Cash flows from investing activities:		
Cash paid for business acquisitions, net	(24,167)	-
Increase in property and equipment, net	(21,665)	(53,596)
Purchases of investments	(96,717)	(132,901)
Proceeds from sales of investments	57,942	95,541
Equity distributions from affiliates	4,662	3,813
Net cash used by investing activities	<u>(79,945)</u>	<u>(87,143)</u>
Cash flows from financing activities:		
Payments on long-term debt	(11,341)	(52,800)
Proceeds from issuance of long-term debt	51,498	49,102
Bond issuance costs	(698)	(256)
Distributions to noncontrolling interest in consolidated subsidiary	(91)	-
Contributions and pledges with donor restrictions	4,906	2,044
Net cash provided (used) by financing activities	<u>44,274</u>	<u>(1,910)</u>
Net increase in cash and cash equivalents	8,380	22,938
Cash and cash equivalents at beginning of year	<u>29,342</u>	<u>6,404</u>
Cash and cash equivalents at end of year	<u>\$ 37,722</u>	<u>\$ 29,342</u>

Supplemental disclosure of noncash transactions:

The System acquired certain assets and liabilities of Granite Shield Insurance Exchange and Subsidiary during 2021 for no consideration. See note 3.

See accompanying notes.

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2021 and 2020
(In thousands)

1. Description of Organization and Summary of Significant Accounting Policies

Organization

Concord Hospital, Inc., (the Hospital) located in Concord, New Hampshire, is a not-for-profit acute care hospital. The Hospital provides inpatient, outpatient, emergency care and physician services for residents within its geographic region. Admitting physicians are primarily practitioners in the local area. The Hospital is controlled by Capital Region Health Care Corporation (CRHC).

In 1985, the then Concord Hospital underwent a corporate reorganization in which it was renamed and became CRHC. At the same time, the Hospital was formed as a new entity. All assets and liabilities of the former hospital, now CRHC, with the exception of its endowments and restricted funds, were conveyed to the new entity. The endowments were held by CRHC for the benefit of the Hospital, which is the true party in interest. Effective October 1, 1999, CRHC transferred these funds to the Hospital.

In March 2009, the Hospital created The Concord Hospital Trust (the Trust), a separately incorporated, not-for-profit organization to serve as the Hospital's philanthropic arm. In establishing the Trust, the Hospital transferred philanthropic funds with donor restrictions, including board designated funds, endowments, indigent care funds and specific purpose funds, to the newly formed organization together with the stewardship responsibility to direct monies available to support the Hospital's charitable mission and reflect the specific intentions of the donors who made these gifts.

During 2021, the Hospital completed several acquisitions as described in Note 3.

Subsidiaries of the Hospital, including those acquired in 2021, are as follows:

Capital Region Health Care Development Corporation (CRHCDC) is a not-for-profit real estate corporation that owns and operates medical office buildings and other properties.

Capital Region Health Ventures Corporation (CRHVC) is a not-for-profit corporation that engages in health care delivery partnerships and joint ventures. It operates ambulatory surgery and diagnostic facilities independently and in cooperation with other entities.

NH Cares ACO, LLC (NHC) is a single member limited liability company that engages in providing medical services to Medicare beneficiaries as an accountable care organization. NHC has a perpetual life and is subject to termination in certain events.

Concord Hospital – Laconia (CH-Laconia) is a not-for-profit corporation formed to operate a licensed hospital providing inpatient, outpatient, emergency care and physician services for residents within its geographic region of Laconia, New Hampshire. The CH-Laconia facility includes 137 acute care beds and was designated a Rural Referral Center in 1986, and a Sole Community Hospital in 2009. Admitting physicians are primarily practitioners in the local area. CH-Laconia is controlled by the Hospital, and was acquired by the Hospital in 2021. See Note 3.

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2021 and 2020
(In thousands)

1. Description of Organization and Summary of Significant Accounting Policies (Continued)

Concord Hospital – Franklin (CH-Franklin) is a not-for-profit corporation formed to operate a licensed hospital providing inpatient, outpatient, emergency care and physician services for residents within its geographic region of Franklin, New Hampshire. The CH-Franklin facility was designated a Critical Access Hospital effective July 1, 2004, and includes 25 acute care beds. CH-Franklin also operates a 10 bed designated psychiatric receiving facility. Admitting physicians are primarily practitioners in the local area. CH-Franklin is controlled by the Hospital, and was acquired by the Hospital in 2021. See Note 3.

Granite Shield Insurance Exchange and Subsidiaries (GSIE) was formed on December 20, 2010, in the State of Vermont as an industrial insured reciprocal insurance entity and unincorporated association. GSIE commenced underwriting activities on January 1, 2011. GSIE was formed to provide healthcare professional liability, general liability and medical stop loss insurance to its subscribers through GSI Services, LLC (GSI), the attorney-in-fact. GSI was formed in the State of Vermont as a limited liability company on December 14, 2010, and acts as an agent to enable the subscribers of GSIE to exchange insurance contracts. Through December 31, 2020, GSI was equally controlled by each of the subscribers of GSIE, all of which were health systems located in the State of New Hampshire, inclusive of the Hospital. Effective January 1, 2021, as further described in Note 3, the Hospital became the sole voting member of GSIE, resulting in all activity of GSIE for the period January 1, 2021 to September 30, 2021 being recorded within the accompanying consolidated financial statements. See also Note 3.

Concord Endoscopy Center, LLC (CEC) is a New Hampshire limited liability company that engages in providing gastrointestinal services, including the diagnosis and treatment of digestive and liver diseases. CEC has a perpetual life, is subject to termination in certain events, and was acquired by the Hospital in 2021 as further described in Note 3.

The Hospital, its subsidiaries and the Trust are collectively referred to as the System. The consolidated financial statements include the accounts of the Hospital, the Trust, CRHCDC, CRHVC, NHC, CH-Laonia, CH-Franklin, GSIE and CEC. All significant intercompany balances and transactions have been eliminated in consolidation. The Hospital, the Trust, CH-Laonia and CH-Franklin constitute the Obligated Group at September 30, 2021 (the Hospital and Trust constituted the Obligated Group at September 30, 2020) to certain debt described in Note 7.

Principles of Consolidation

Noncontrolling interests in less-than-wholly-owned consolidated subsidiaries of the System are presented as a component of total net assets to distinguish between the interests of the System and the interests of the noncontrolling owners. Revenues, expenses and nonoperating income from these subsidiaries are included in the consolidated amounts presented on the consolidated statements of operations. Excess of revenues and nonoperating income over expenses attributable to the System separately presents the amounts attributable to the controlling interest.

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2021 and 2020
(In thousands)

1. Description of Organization and Summary of Significant Accounting Policies (Continued)

Noncontrolling Interests

Noncontrolling interests represent the portion of equity in a subsidiary not attributable, directly or indirectly, to a parent. The System's accompanying consolidated financial statements include all assets, liabilities, revenues and expenses at their consolidated amounts, which include the amounts attributable to the System and the noncontrolling interest. The System recognizes as a separate component of net assets and earnings the portion of income or loss attributable to noncontrolling interests based on the portion of the entity not owned by the System.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Concentration of Credit Risk

Financial instruments which subject the System to credit risk consist primarily of cash equivalents, accounts receivable and investments. The risk with respect to cash equivalents is minimized by the System's policy of investing in financial instruments with short-term maturities issued by highly rated financial institutions. The System's accounts receivable are primarily due from third-party payors and amounts are presented net of expected explicit and implicit price concessions, including estimated implicit price concessions from uninsured patients. The System's investment portfolio consists of diversified investments, which are subject to market risk. The System's investment in one fund, the Vanguard Institutional Index Fund, exceeded 10% of total System investments as of September 30, 2021 and 2020.

Cash and Cash Equivalents

Cash and cash equivalents include money market funds with original maturities of three months or less, excluding assets whose use is limited or restricted. The System maintains its cash in bank deposit accounts which, at times, may exceed federally insured limits. The System has not experienced any losses on such accounts.

Supplies

Supplies are carried at the lower of cost, determined on a weighted-average method, or net realizable value.

Assets Whose Use is Limited or Restricted

Assets whose use is limited or restricted include assets held by trustees for insurance reserves, escrows, construction funds, designated assets set aside by the Board of Trustees (over which the Board retains control and may, at its discretion, subsequently use for other purposes), and donor-restricted investments.

CONCORD HOSPITAL, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2021 and 2020
(In thousands)

1. Description of Organization and Summary of Significant Accounting Policies (Continued)

Investments and Investment Income

Investments are carried at fair value in the accompanying consolidated balance sheets. Investment income (including realized gains and losses on investments, interest and dividends) and the net change in unrealized gains and losses on investments are included in the excess of revenues and nonoperating income over expenses in the accompanying consolidated statements of operations, unless the income or loss is restricted by donor or law.

Beneficial Interest in Perpetual Trusts

The System has an irrevocable right to receive income earned on certain trust assets established for its benefit. Distributions received by the System are without donor restrictions. The System's interest in the fair value of the trust assets is included in assets whose use is limited or restricted and as net assets with donor restrictions. Changes in the fair value of beneficial trust assets are reported as increases or decreases to net assets with donor restrictions.

Investment Policies

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

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

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

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

Management of these assets is designed to increase, with minimum risk, the inflation adjusted principal and income of the endowment funds over the long term. The System targets a diversified asset allocation that places emphasis on achieving its long-term return objectives within prudent risk constraints.

Spending Policy for Appropriation of Assets for Expenditure

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

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2021 and 2020
(In thousands)

1. Description of Organization and Summary of Significant Accounting Policies (Continued)

Spending policies may be adopted by the System, from time to time, to provide a stream of funding for the support of key programs. The spending policies are structured in a manner to ensure that the purchasing power of the assets is maintained while providing the desired level of annual funding to the programs. The System has a current spending policy on various funds currently equivalent to 5% of twelve-quarter moving average of the funds' total market value.

Accounts Receivable

Patient accounts receivable for which the unconditional right to payment exists are receivables if the right to consideration is unconditional and only the passage of time is required before payment of that consideration is due. Accounts receivable at September 30, 2021 and 2020 reflect the fact that any estimated uncollectible amounts are generally considered implicit price concessions that are a direct reduction to accounts receivable rather than allowance for doubtful accounts. At September 30, 2021 and 2020, estimated implicit price concessions of \$24,643 and \$14,119, respectively, had been recorded as reductions to accounts receivable balances to enable the System to record revenues and accounts receivable at the estimated amounts expected to be collected.

Property and Equipment

Property and equipment is stated at cost at time of purchase, or at fair value at time of donation for assets contributed, less any reductions in carrying value for impairment and less accumulated depreciation. The System's policy is to capitalize expenditures for major improvements and charge maintenance and repairs currently for expenditures which do not extend the lives of the related assets. Depreciation is computed using the straight-line method in a manner intended to amortize the cost of the related assets over their estimated useful lives. For the years ended September 30, 2021 and 2020, depreciation expense was \$27,207 and \$24,355, respectively.

The System has also capitalized certain costs associated with property and equipment not yet in service. Construction in progress includes amounts incurred related to major construction projects, other renovations, and other capital equipment purchased but not yet placed in service. During 2021 and 2020, the System capitalized \$200 and \$1,953, respectively, of interest expense relating to various construction projects.

Gifts of long-lived assets such as land, buildings or equipment are reported as support without donor restrictions, and are excluded from the excess of revenues and nonoperating income over expenses, unless explicit donor stipulations specify how the donated assets must be used. Gifts of long-lived assets with explicit restrictions that specify how the assets are to be used, and gifts of cash or other assets that must be used to acquire long-lived assets, are reported as support with donor restrictions. Absent explicit donor stipulations about how long those long-lived assets must be maintained, expirations of donor restrictions are reported when the donated or acquired long-lived assets are placed in service.

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2021 and 2020
(In thousands)

1. Description of Organization and Summary of Significant Accounting Policies (Continued)

Intangible Assets

The System reviews its intangible and other long-lived assets annually to determine whether the carrying amount of such assets is impaired. Upon determination that an impairment has occurred, these assets are reduced to fair value. There were no impairments recorded for the years ended September 30, 2021 or 2020. See also Note 3.

Federal Grant Revenue and Expenditures

Revenues and expenses under federal grant programs are recognized as the grant expenditures are incurred.

Bond Issuance Costs/Original Issue Discount or Premium

Bond issuance costs incurred to obtain financing for construction and renovation projects and the original issue discount or premium are amortized to interest expense using the straight-line method, which approximates the effective interest method, over the life of the respective bonds. The original issue discount or premium and bond issuance costs are presented as a component of bonds payable.

Charity Care

The System provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates (Note 12). Because the System does not pursue collection of amounts determined to qualify as charity care, they are not reported as revenue. The System uses an industry standard approach in calculating the costs associated with providing charity care. Funds received from gifts and grants to subsidize charity services provided for the years ended September 30, 2021 and 2020 were approximately \$132 and \$246, respectively.

Net Assets With Donor Restrictions

Gifts are reported as restricted support if they are received with donor stipulations that limit the use of donated assets. Donated investments, supplies and equipment are reported at fair value at the date of receipt. Unconditional promises to give cash and other assets are reported at fair value at the date of receipt of the promise. When a donor restriction expires (when a stipulated time restriction ends or purpose restriction is accomplished), net assets with donor restrictions are reclassified as net assets without donor restrictions and reported in the statement of operations as either net assets released from restrictions for operations (for noncapital related items) or as net assets released from restrictions used for purchases of property and equipment (capital related items). Some net assets with donor restrictions have been restricted by donors to be maintained by the System in perpetuity.

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2021 and 2020

(In thousands)

1. Description of Organization and Summary of Significant Accounting Policies (Continued)

Patient Service Revenue

Revenues generally relate to contracts with patients in which the System's performance obligations are to provide health care services to patients. Revenues are recorded during the period obligations to provide health care services are satisfied. Performance obligations for inpatient services are generally satisfied over a period of days. Performance obligations for outpatient services are generally satisfied over a period of less than one day. The contractual relationships with patients, in most cases, also involve a third-party payor (Medicare, Medicaid, managed care health plans and commercial insurance companies, including plans offered through the health insurance exchanges) and the transaction prices for the services provided are dependent upon the terms provided by Medicare and Medicaid or negotiated with managed care health plans and commercial insurance companies, the third-party payors. The payment arrangements with third-party payors for the services provided to related patients typically specify payments at amounts less than standard charges. Medicare generally pays for inpatient and outpatient services at prospectively determined rates based on clinical, diagnostic and other factors. Services provided to patients having Medicaid coverage are generally paid at prospectively determined rates per discharge, per identified service or per covered member. Agreements with commercial insurance carriers, managed care and preferred provider organizations generally provide for payments based upon predetermined rates per diagnosis, per diem rates or discounted fee-for-service rates. Management continually reviews the revenue recognition process to consider and incorporate updates to laws and regulations and the frequent changes in managed care contractual terms resulting from contract renegotiations and renewals.

The collection of outstanding receivables for Medicare, Medicaid, managed care payers, other third-party payors and patients is the System's primary source of cash and is critical to its operating performance. The primary collection risks relate to uninsured patient accounts, including patient accounts for which the primary insurance carrier has paid the amounts covered by the applicable agreement, but patient responsibility amounts (deductibles and copayments) remain outstanding. Implicit price concessions relate primarily to amounts due directly from patients. Estimated implicit price concessions are recorded for all uninsured accounts, regardless of the aging of those accounts. Accounts are written off when all reasonable internal and external collection efforts have been performed. The estimates for implicit price concessions are based upon management's assessment of historical write-offs and expected net collections, business and economic conditions, trends in federal, state and private employer health care coverage and other collection indicators. Management relies on the results of detailed reviews of historical write-offs and collections at facilities that represent a majority of hospital revenues and accounts receivable (the "hindsight analysis") as a primary source of information in estimating the collectability of accounts receivable. Management performs the hindsight analysis regularly, utilizing rolling twelve-months accounts receivable collection and write-off data. Management believes its regular updates to the estimated implicit price concession amounts provide reasonable estimates of revenues and valuations of accounts receivable. These routine, regular changes in estimates have not resulted in material adjustments to the valuations of accounts receivable or period-to-period comparisons of operations.

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2021 and 2020
(In thousands)

1. Description of Organization and Summary of Significant Accounting Policies (Continued)

The System receives payment for other Medicaid outpatient services on a reasonable cost basis which are settled with retroactive adjustments upon completion and audit of related cost finding reports. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in patient service revenues in the year that such amounts become known. For the years ended September 30, 2021 and 2020, patient service revenue in the accompanying consolidated statements of operations increased by approximately \$4,800 and \$3,400, respectively, due to actual settlements and changes in assumptions underlying estimated future third-party settlements.

Revenues from the Medicare and Medicaid programs accounted for approximately 38% and 6% and 35% and 4% of the System's patient service revenue for the years ended September 30, 2021 and 2020, respectively. Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation.

Excess of Revenues and Nonoperating Income Over Expenses

The System has deemed all activities as ongoing, major or central to the provision of health care services and, accordingly, they are reported as operating revenue and expenses, except for contributions and pledges without donor restrictions, the related philanthropy expenses and investment income which are recorded as nonoperating income.

The consolidated statements of operations also include excess of revenues and nonoperating income over expenses. Changes in net assets without donor restrictions which are excluded from excess of revenues and nonoperating income over expenses, consistent with industry practice, include the permanent transfers of assets to and from affiliates for other than goods and services, pension liability adjustments and contributions of long-lived assets (including assets acquired using contributions which by donor restriction were to be used for the purposes of acquiring such assets).

Estimated Workers' Compensation, Malpractice and Health Care Claims

The provision for estimated workers' compensation, malpractice and health care claims includes estimates of the ultimate costs for both reported claims and claims incurred but not reported.

Functional Expense Allocation

The costs of providing program services and other activities have been summarized on a functional basis in Note 11. Accordingly, costs have been allocated among program services and supporting services benefitted.

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2021 and 2020

(In thousands)

1. Description of Organization and Summary of Significant Accounting Policies (Continued)

Income Taxes

The Hospital, CH-Laconia, CH-Franklin, CRHCDC, CRHVC, and the Trust are not-for-profit corporations as described in Section 501(c)(3) of the Internal Revenue Code, and are exempt from federal income taxes on related income pursuant to Section 501(a) of the Code. NHC is organized as a single member limited liability company and has elected to be treated as a disregarded entity for federal and state income tax reporting purposes. Accordingly, all income or losses and applicable tax credits are reported on the member's income tax returns, with the exception of taxes due to the State of New Hampshire. Management evaluated the System's tax positions and concluded the System has maintained its tax-exempt status, does not have any significant unrelated business income and had taken no uncertain tax positions that require adjustment to or disclosure in the accompanying consolidated financial statements. GSIE, NHC and CEC account for income taxes in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 740, *Income Taxes*. FASB ASC 740 is an asset and liability method, which requires the recognition of deferred tax assets and liabilities for the expected future tax consequences of temporary differences between the tax and financial reporting basis of certain assets and liabilities. Resulting income tax expense and the temporary differences between the tax and financial reporting basis are not material.

Advertising Costs

The System expenses advertising costs as incurred, and such costs totaled approximately \$168 and \$181 for the years ended September 30, 2021 and 2020, respectively.

Recent Accounting Pronouncements

In February 2016, the FASB issued Accounting Standards Update (ASU) No. 2016-02, *Leases (Topic 842)* (ASU 2016-02). Under ASU 2016-02, at the commencement of a long-term lease, lessees will recognize a liability equivalent to the discounted payments due under the lease agreement, as well as an offsetting right-of-use asset. ASU 2016-02 is effective for the System on October 1, 2022. Lessees (for capital and operating leases) must apply a modified retrospective transition approach for leases existing at, or entered into after, the beginning of the earliest comparative period presented in the financial statements. The modified retrospective approach would not require any transition accounting for leases that expired before the earliest comparative period presented. Lessees may not apply a full retrospective transition approach. The System is currently evaluating the impact of the pending adoption of ASU 2016-02 on the System's consolidated financial statements.

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2021 and 2020
(In thousands)

1. Description of Organization and Summary of Significant Accounting Policies (Continued)

In August 2018, the FASB issued ASU 2018-13, *Fair Value Measurement (Topic 820): Disclosure Framework – Changes to the Disclosure Requirements for Fair Value Measurement* (ASU 2018-13). The amendments in this ASU modify the disclosure requirements for fair value measurements for Level 3 assets and liabilities, and eliminate the requirement to disclose transfers between Levels 1 and 2 of the fair value hierarchy, among other modifications. ASU 2018-13 was effective for the System on October 1, 2020. The adoption of ASU 2018-13 did not have a material impact on these consolidated financial statements.

In August 2018, FASB issued ASU No. 2018-14, *Compensation – Retirement Benefits – Defined Benefit Plans – General (Topic 715)* (ASU 2018-14). Under ASU 2018-14, the disclosure requirements for employers that sponsor defined benefit pension and other postretirement plans are modified. ASU 2018-14 is effective for the System on October 1, 2022, with early adoption permitted. The System will apply the amendments on a retrospective basis to all periods presented.

In September 2020, the FASB issued ASU No. 2020-07, *Not-for-Profit Entities (Topic 958): Presentation and Disclosures by Not-for-Profit Entities for Contributed Nonfinancial Assets*. ASU 2020-07 enhances the presentation of disclosure requirements for contributed nonfinancial assets. ASU 2020-07 requires entities to present contributed nonfinancial assets as a separate line item in the statement of operations and disclose the amount of contributed nonfinancial assets recognized within the statement of operations by category that depicts the type of contributed nonfinancial assets, as well as a description of any donor-imposed restrictions associated with the contributed nonfinancial assets and the valuation techniques used to arrive at a fair value measure at initial recognition. ASU 2020-07 is effective for the System beginning October 1, 2021, with early adoption permitted. The System is currently evaluating the impact of the pending adoption of ASU 2020-07 on its financial statements.

Risks and Uncertainties

On March 11, 2020, the World Health Organization declared the outbreak of coronavirus (COVID-19) a pandemic. The COVID-19 pandemic has significantly affected employees, patients, systems, communities and business operations, as well as the U.S. economy and financial markets. Consolidated patient volumes and revenues experienced gradual improvement beginning in the latter part of April 2020, and continuing through fiscal year 2021, however uncertainty still exists as the future is unpredictable. The System's pandemic response plan has multiple facets and evolves as conditions warrant. The System has taken precautionary steps to enhance its operational and financial flexibility, and react to the risks the COVID-19 pandemic presents in its operations, including the following:

- Implemented certain cost reduction initiatives;
- Increased the availability on its revolving line of credit from \$10,000 to \$40,000 (Note 7);
- Elected to defer payments on employer payroll tax incurred through December 31, 2020 as provided for under the *Coronavirus Aid, Relief, and Economic Security Act* ("CARES Act");
- Since the declaration of the pandemic, the System received \$57,885 of accelerated Medicare payments (Note 6) and \$29,468 in general and targeted Provider Relief Fund distributions, both as provided for under the CARES Act.

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2021 and 2020
(In thousands)

1. Description of Organization and Summary of Significant Accounting Policies (Continued)

During the third quarter of fiscal 2020, the System was awarded \$9,539 from the \$50 billion general distribution fund and \$19,929 of targeted distributions from the CARES Act Provider Relief Fund. These distributions from the Provider Relief Fund are not subject to repayment, provided the System is able to attest to and comply with the terms and conditions of the funding, including demonstrating that the distributions received have been used for healthcare-related expenses or lost revenue attributable to COVID-19. Such payments are accounted for as government grants, and are recognized on a systematic and rational basis as other income once there is reasonable assurance that the applicable terms and conditions required to retain the funds will be met. Based on an analysis of the compliance and reporting requirements of the Provider Relief Fund and the impact of the pandemic on operating results through September 30, 2020, the System recognized \$29,468 related to these general distribution funds, and these payments are recorded within other revenue in the consolidated statements of operations for the year ended September 30, 2020.

The CARES Act also provides for a deferral of payments of the employer portion of payroll tax incurred during the pandemic, allowing half of such payroll taxes to be deferred until December 2021, and the remaining half until December 2022. At September 30, 2021 and 2020, the System had deferred \$8,866 and \$6,051, respectively, of payroll taxes recorded, of which \$4,433 and \$6,051, respectively, are included within accrued pension and other long-term liabilities in the accompanying consolidated balance sheet. As of September 30, 2021, \$4,433 of deferred payroll taxes are recorded within accrued compensation and related expenses on the accompanying consolidated balance sheet.

The System received funding from the Federal Emergency Management Agency (FEMA) for pandemic related expenses of \$6,706 during 2021, of which \$4,206 was recorded within other revenue on the accompanying consolidated statements of operations. In addition, \$476 of funding was received from the State of New Hampshire.

Reclassifications

Certain 2020 amounts have been reclassified to permit comparison with the 2021 consolidated financial statements presentation format.

Subsequent Events

Management of the System evaluated events occurring between the end of the System's fiscal year and December 17, 2021, the date the consolidated financial statements were available to be issued.

2. Transactions With Affiliates

The System provides funds to CRHC and its affiliates which are used for a variety of purposes. The System records the transfer of funds to CRHC and the other affiliates as either receivables or directly against net assets, depending on the intended use and repayment requirements of the funds. Generally, funds transferred for start-up costs of new ventures or capital related expenditures are recorded as charges against net assets. For the years ended September 30, 2021 and 2020, transfers made to CRHC were \$(171) and \$(457), respectively, and transfers received from Capital Region Health Services Corporation (CRHSC) were \$156 and \$312, respectively.

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2021 and 2020

(In thousands)

2. Transactions With Affiliates (Continued)

Amounts due the System, primarily from joint ventures, totaled \$1,646 and \$744 at September 30, 2021 and 2020, respectively. Amounts have been classified as current or long-term depending on the intentions of the parties involved. Beginning in 1999, the Hospital began charging interest on a portion of the receivables (\$615 and \$654 at September 30, 2021 and 2020, respectively) with principal and interest (6.75% at September 30, 2021) payments due monthly. Interest income amounted to \$29 and \$46 for the years ended September 30, 2021 and 2020, respectively.

A brief description of CRHC's affiliated entities is as follows:

- CRHSC is a for-profit provider of health care services, including an eye surgery center and assisted living facility.
- Granite VNA (formerly Concord Regional Visiting Nurse Association, Inc. and Subsidiary) provides home health care services.
- Riverbend Community Mental Health, Inc. provides behavioral health services.

Contributions to affiliates and other community organizations from net assets with donor restrictions were \$222 and \$210 in 2021 and 2020, respectively.

3. Business Acquisitions and Intangible Assets

LRGHealthcare

On October 19, 2020, the Hospital entered into an asset purchase agreement (the Agreement) with LRGHealthcare (the Seller) to acquire certain assets and assume certain liabilities of Lakes Region General Hospital in Laconia, New Hampshire, and Franklin Regional Hospital in Franklin, New Hampshire. Upon execution of the Agreement, the Seller filed a voluntary case under Chapter 11 of the United States bankruptcy code. As a result, the Agreement was subject to bankruptcy proceedings, including a formal bid process and auction, as well as subsequent regulatory approvals. The Hospital's bid was accepted and approved by the State of New Hampshire during 2021. The transaction was completed effective May 1, 2021 for total consideration paid of \$23,476.

The purchase price was allocated to tangible and identifiable intangible assets acquired based on their estimated fair values at the acquisition date, as summarized below:

Assets acquired:

Accounts receivable	\$ 12,145
Supplies	1,641
Property and equipment	22,833
Other assets	<u>6,948</u>
Total assets acquired	43,567

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2021 and 2020
(In thousands)

3. Business Acquisitions and Intangible Assets (Continued)

Liabilities assumed:

Accrued insurance liabilities	\$ 3,270
Accrued compensation and related expenses	4,945
Accrual for estimated third-party payor settlements	6,366
Accrued pension and other long-term liabilities	<u>5,510</u>

Total liabilities assumed 20,091

Fair value of assets acquired and liabilities assumed \$23,476

Total consideration paid \$23,476

The results from the acquisition date through September 30, 2021 are included in the accompanying 2021 consolidated financial statements. Direct costs (primarily legal) in 2021 related to the transaction were not material and were expensed as incurred within professional fees in the consolidated statement of operations.

Concord Endoscopy Center, LLC

On April 1, 2021, CRHVC completed the acquisition of a 40% interest in CEC, as further described in Note 1. CEC has operations in Concord, New Hampshire. CRHVC owned 30% of CEC prior to the acquisition date. As a result of this transaction, CRHVC holds a majority interest and control of CEC, and is therefore required to consolidate CEC as of the acquisition date. The total consideration paid of \$3,485, net of cash acquired of \$88, was comprised entirely of cash. The purchase price of the additional interest in CEC was allocated to the tangible and identifiable intangible assets acquired based on their estimated fair values at the acquisition date, as summarized below:

Assets acquired:

Cash	\$ 88
Accounts receivable	425
Supplies	6
Prepaid expenses and other current assets	79
Property and equipment	6
Patient list and other intangible assets	<u>8,556</u>

Total assets acquired 9,160

Liabilities assumed:

Accounts payable and accrued expenses	<u>(225)</u>
Total liabilities assumed	<u>(225)</u>

Fair value of assets acquired and liabilities assumed 8,935

Less amount attributable to noncontrolling interest (2,681)

Amount attributable to CRHVC \$6,254

CONCORD HOSPITAL, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2021 and 2020
(In thousands)

3. Business Acquisitions and Intangible Assets (Continued)

The intangible assets from the CEC acquisition are included within other noncurrent assets in the accompanying 2021 consolidated balance sheet at cost less accumulated amortization. Amortizable intangible assets consist of the following at September 30, 2021:

	<u>Cost</u>	<u>Accumulated Amortization</u>	<u>Net</u>
Amortizable intangible assets	\$8,556	\$(428)	\$8,128

Amortization expense was \$428 during the year ended September 30, 2021 and is recorded within other nonoperating expense in the accompanying 2021 consolidated statement of operations.

Expected amortization of intangible assets through their useful lives is as follows:

2022	\$ 856
2023	856
2024	856
2025	856
2026	856
Thereafter	<u>3,848</u>
	<u>\$ 8,128</u>

The results of CEC from the acquisition date through September 30, 2021 are included in the accompanying 2021 consolidated financial statements. Direct costs (primarily legal) in 2021 related to the transaction were not material and were expensed as incurred within professional fees in the accompanying 2021 consolidated statement of operations.

Granite Shield Insurance Exchange

As a result of the acquisition of certain LRGHealthcare assets and liabilities, as noted above, the Hospital gained effective control of GSIE as of December 31, 2020. GSIE's operations have been reported within the accompanying 2021 consolidated financial statements beginning as of the effective date. Prior to gaining control, the Hospital owned approximately a 79% interest in GSIE, but shared control equally with LRGHealthcare.

As of December 31, 2020, the following tangible assets acquired and liabilities assumed were recorded based on their estimated fair values at the date of the transaction as follows:

Assets acquired:	
Cash and cash equivalents	\$ 2,794
Accounts receivable	2,360
Assets whose use is limited or restricted	20,071
Other assets	<u>4,521</u>
Total assets acquired	29,746

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2021 and 2020

(In thousands)

3. Business Acquisitions and Intangible Assets (Continued)

Liabilities assumed:

Accounts payable and accrued expenses	\$ 2,485
Unpaid losses and loss adjustment expenses	<u>18,411</u>

Total liabilities assumed	<u>20,896</u>
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Fair value of assets acquired and liabilities assumed	<u>\$ 8,850</u>
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Investment in GSIE as of the acquisition date	<u>\$ 8,850</u>
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The results of GSIE from the acquisition date through September 30, 2021 are included in the accompanying 2021 consolidated financial statements.

4. Investments and Assets Whose Use is Limited or Restricted

Short-term investments totaling \$66,525 and \$73,907 at September 30, 2021 and 2020, respectively, are comprised primarily of cash and cash equivalents. Assets whose use is limited or restricted are carried at fair value and consist of the following at September 30:

	<u>2021</u>	<u>2020</u>
Board designated funds:		
Cash and cash equivalents	\$ 4,845	\$ 961
Fixed income securities	26,316	25,457
Marketable equity and other securities	318,051	258,108
Inflation-protected securities	<u>16,093</u>	<u>12,361</u>
	365,305	296,887
Held by trustee for workers' compensation reserves:		
Fixed income securities	2,988	2,974
Self-insurance escrows and construction funds:		
Cash and cash equivalents	8,996	1,242
Fixed income securities	45,456	3,176
Marketable equity securities	<u>20,003</u>	<u>10,608</u>
	74,455	15,026
Donor-restricted funds and restricted grants:		
Cash and cash equivalents	\$ 5,169	\$ 4,027
Fixed income securities	1,890	1,850
Marketable equity securities	27,021	21,299
Inflation-protected securities	1,369	1,020
Trust funds administered by others	12,341	10,965
Other	<u>523</u>	<u>301</u>
	<u>48,313</u>	<u>39,462</u>
	<u>\$491,061</u>	<u>\$354,349</u>

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2021 and 2020

(In thousands)

4. Investments and Assets Whose Use is Limited or Restricted (Continued)

Included in marketable equity and other securities above are \$220,974 and \$188,376 at September 30, 2021 and 2020, respectively, in so called alternative investments and collective trust funds. See also Note 15.

Investment income, net realized gains and losses and net unrealized gains and losses on assets whose use is limited or restricted, cash and cash equivalents, and other investments are as follows at September 30:

	<u>2021</u>	<u>2020</u>
Net assets without donor restrictions:		
Interest and dividends	\$ 4,831	\$ 4,894
Investment income from trust funds administered by others	595	539
Net realized gains on sales of investments	11,760	9,312
Net unrealized gains (losses) on investments	<u>52,054</u>	<u>(2,448)</u>
	69,240	12,297
Net assets with donor restrictions:		
Interest and dividends	357	402
Net realized gains on sales of investments	933	768
Net unrealized gains (losses) on investments	<u>5,515</u>	<u>(163)</u>
	<u>6,805</u>	<u>1,007</u>
	<u>\$76,045</u>	<u>\$13,304</u>

In compliance with the System's spending policy, portions of investment income and related fees are recognized in other operating revenue on the accompanying consolidated statements of operations. Investment income reflected in other operating revenue was \$1,764 and \$2,024 in 2021 and 2020, respectively.

Investment management fees expensed and reflected in investment income and other were \$1,035 and \$849 for the years ended September 30, 2021 and 2020, respectively.

5. Retirement Plans

The System has a noncontributory defined benefit pension plan (the Concord Hospital Plan) covering all eligible employees of the System and subsidiaries, excluding employees of CH-Laconia and CH-Franklin. As a result of the acquisition of certain assets and liabilities of LRGHealthcare effective May 1, 2021 as discussed in Note 3, the System assumed and became the plan sponsor for LRGHealthcare's defined benefit plan, which covers all eligible employees of CH-Laconia and CH-Franklin (the CH-Laconia and CH-Franklin Plan). The Concord Hospital Plan and CH-Laconia and CH-Franklin Plan provide benefits based on an employee's years of service, age and the employee's compensation over those years. The System's funding policy for the plans is to contribute annually the amount needed to meet or exceed actuarially determined minimum funding requirements of the *Employee Retirement Income Security Act of 1974* (ERISA).

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2021 and 2020

(In thousands)

5. Retirement Plans (Continued)

The System accounts for its defined benefit pension plans under ASC 715, *Compensation Retirement Benefits*. This Statement requires entities to recognize an asset or liability for the overfunded or underfunded status of their benefit plans in their financial statements.

The following table summarizes the Concord Hospital Plan's funded status at September 30, 2021 and 2020 and the CH-Laconia and CH-Franklin Plan's funded status as of September 30, 2021:

	<u>Concord Hospital Plan</u>		<u>CH-Laconia and CH-Franklin Plan</u>
	<u>2021</u>	<u>2020</u>	<u>2021</u>
Funded status:			
Fair value of plan assets	\$ 309,685	\$ 258,752	\$ 65,409
Projected benefit obligation	<u>(322,873)</u>	<u>(327,793)</u>	<u>(69,402)</u>
	<u>\$ (13,188)</u>	<u>\$ (69,041)</u>	<u>\$ (3,993)</u>
Activities for the year consist of:			
Benefit payments and administrative expenses paid	\$ 21,445	\$ 21,516	\$ 2,634
Net periodic benefit cost	16,909	15,267	352

The table below presents details about the Concord Hospital Plan, and CH-Laconia and CH-Franklin Plan, including the funded status, components of net periodic benefit cost, and certain assumptions used in determining the funded status and cost:

	<u>Concord Hospital Plan</u>		<u>CH-Laconia and CH-Franklin Plan</u>
	<u>2021</u>	<u>2020</u>	<u>2021</u>
Change in benefit obligation:			
Projected benefit obligation at beginning of year/acquisition date (see Note 3)	\$ 327,793	\$ 304,836	\$ 69,725
Service cost	14,578	12,336	752
Interest cost	10,367	11,102	1,002
Actuarial (gain) loss	(8,420)	19,835	557
Benefit payments and administrative expenses paid	<u>(21,445)</u>	<u>(21,516)</u>	<u>(2,634)</u>
Other adjustments to benefit cost	<u>—</u>	<u>1,200</u>	<u>—</u>
Projected benefit obligation at end of year	<u>\$ 322,873</u>	<u>\$ 327,793</u>	<u>\$ 69,402</u>
Change in plan assets:			
Fair value of plan assets at beginning of year	\$ 258,752	\$ 251,574	\$ 64,215
Actual return on plan assets	56,378	12,694	846
Employer contributions	16,000	16,000	2,982
Benefit payments and administrative expenses	<u>(21,445)</u>	<u>(21,516)</u>	<u>(2,634)</u>
Fair value of plan assets at end of year	<u>\$ 309,685</u>	<u>\$ 258,752</u>	<u>\$ 65,409</u>
Funded status and amount recognized in noncurrent liabilities at September 30	<u>\$ (13,188)</u>	<u>\$ (69,041)</u>	<u>\$ (3,993)</u>

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2021 and 2020

(In thousands)

5. Retirement Plans (Continued)

Amounts recognized as a change in net assets without donor restrictions during the years ended September 30, 2021 and 2020 consist of:

	<u>Concord Hospital Plan</u>		<u>CH-Laconia and CH-Franklin Plan</u>
	<u>2021</u>	<u>2020</u>	<u>2021</u>
Net actuarial (gain) loss	\$ (44,383)	\$ 27,689	\$ 1,064
Net amortized loss	(12,622)	(11,420)	—
Prior service credit amortization	<u>243</u>	<u>243</u>	<u>—</u>
Total amount recognized	<u><u>\$ (56,762)</u></u>	<u><u>\$ 16,512</u></u>	<u><u>\$ 1,064</u></u>

Pension Plan Assets

The fair values of the Concord Hospital Plan's assets as of September 30, 2021 and 2020, and the CH-Laconia and CH-Franklin Plan's assets as of September 30, 2021 by asset category are as follows (see Note 15 for level definitions). In accordance with ASC 820, *Fair Value Measurements*, certain investments that are measured using the net value per share practical expedient have not been classified in the fair value hierarchy.

	<u>Concord Hospital Plan</u>		<u>CH-Laconia and CH-Franklin Plan</u>
	<u>2021</u>	<u>2020</u>	<u>2021</u>
Short-term investments:			
Money market funds	\$ 10,402	\$ 1,189	\$ 1,257
Equity securities:			
Common stocks	—	7,862	—
Mutual funds – domestic	104,362	72,339	19,089
Mutual funds – international	—	—	12,848
Mutual funds – inflation hedge	14,599	7,685	—
Fixed income securities:			
Mutual funds – REIT	—	525	—
Mutual funds – fixed income	<u>22,290</u>	<u>19,628</u>	<u>32,215</u>
	151,653	109,228	65,409
Funds measured at net asset value:			
Equity securities:			
Funds-of-funds	94,714	87,887	—
Collective trust funds:			
Equities	52,696	51,545	—
Fixed income	<u>10,622</u>	<u>10,092</u>	<u>—</u>
	<u>158,032</u>	<u>149,524</u>	<u>—</u>
Total investments at fair value	<u><u>\$309,685</u></u>	<u><u>\$258,752</u></u>	<u><u>\$65,409</u></u>

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2021 and 2020
(In thousands)

5. Retirement Plans (Continued)

The target allocation for the Concord Hospital Plan's assets as of September 30, 2021 and 2020, by asset category are as follows:

	<u>Target Allocation</u>		<u>Concord Hospital Plan</u>	
	<u>2021</u>	<u>2020</u>	<u>2021</u>	<u>2020</u>
Short-term investments	0-20%	0-20%	3%	0%
Equity securities	40-80%	40-80%	69%	68%
Fixed income securities	5-80%	5-80%	11%	12%
Other	0-30%	0-30%	17%	20%

The target allocation for the CH-Laconia and CH-Franklin Plan's assets as of September 30, 2021 by asset category are as follows:

	<u>Target Allocation</u>	<u>Percentage of Plan Assets</u>
Short-term investments	0%	2%
Equity securities	50%	49%
Fixed income securities	50%	49%

The funds-of-funds in the Concord Hospital Plan are invested with thirteen investment managers and have various restrictions on redemptions. One manager holding amounts totaling approximately \$19 million at September 30, 2021 allows for semi-monthly redemptions, with 5 days' notice. One manager holding approximately \$9 million at September 30, 2021 allows for monthly redemptions, with 15 days' notice. Six managers holding amounts totaling approximately \$45 million at September 30, 2021 allow for quarterly redemptions, with notices ranging from 45 to 65 days. Two of the managers holding amounts of approximately \$9 million at September 30, 2021 allow for annual redemptions, with notice ranging from 60 to 90 days. Two of the managers holding amounts of approximately \$13 million at September 30, 2021 allows for redemptions on a semi-annual basis, with a notice of 60 days. The collective trust funds allow for daily, weekly or monthly redemptions, with notices ranging from 6 to 10 days. Certain funds also may include a fee estimated to be equal to the cost the fund incurs in converting investments to cash (ranging from 0.5% to 1.5%), limit the percent of the investment that can be redeemed each redemption period, or are subject to certain lock periods.

The System considers various factors in estimating the expected long-term rate of return on plan assets. Among the factors considered include the historical long-term returns on plan assets, the current and expected allocation of plan assets, input from the System's actuaries and investment consultants, and long-term inflation assumptions. The System's expected allocation of plan assets is based on a diversified portfolio consisting of domestic and international equity securities, fixed income securities, and real estate.

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2021 and 2020

(In thousands)

5. Retirement Plans (Continued)

The System's investment policy for its pension plans is to balance risk and returns using a diversified portfolio consisting primarily of high quality equity and fixed income securities. To accomplish this goal, plan assets are actively managed by outside investment managers with the objective of optimizing long-term return while maintaining a high standard of portfolio quality and proper diversification. The System monitors the maturities of fixed income securities so that there is sufficient liquidity to meet current benefit payment obligations. The System's Investment Committee provides oversight of the plan investments and the performance of the investment managers.

Amounts included in expense during fiscal 2021 and 2020 consist of:

	<u>Concord Hospital Plan</u>		<u>CH-Laonia and CH-Franklin Plan</u>
	<u>2021</u>	<u>2020</u>	<u>2021</u>
Components of net periodic benefit cost:			
Service cost	\$ 14,578	\$ 12,336	\$ 752
Interest cost	10,367	11,102	1,002
Expected return on plan assets	(20,416)	(20,548)	(1,402)
Amortization of prior service credit and loss	12,380	11,177	—
Other adjustments to benefits cost	<u>—</u>	<u>1,200</u>	<u>—</u>
Net periodic benefit cost	\$ <u>16,909</u>	\$ <u>15,267</u>	\$ <u>352</u>

The accumulated benefit obligations for the Concord Hospital Plan at September 30, 2021 and 2020 were \$308,420 and \$310,208, respectively. The accumulated benefit obligation for the CH-Laonia and CH-Franklin Plan was \$66,600 at September 30, 2021.

	<u>Concord Hospital Plan</u>		<u>CH-Laonia and CH-Franklin Plan</u>
	<u>2021</u>	<u>2020</u>	<u>2021</u>
Weighted average assumptions to determine benefit obligation:			
Discount rate	3.33%	3.11%	3.33%
Rate of compensation increase	2.50% for the next year, 3.00% thereafter	2.50% for the next two years, 3.00% thereafter	3.00%
Weighted average assumptions to determine net periodic benefit cost:			
Discount rate	3.11%	3.59%	3.55%
Expected return on plan assets	7.75%	7.75%	6.50%
Cash balance credit rate	5.00%	5.00%	N/A
Rate of compensation increase	2.50%/3.00%	2.50%/3.00%	3.00%

CONCORD HOSPITAL, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2021 and 2020
(In thousands)

5. Retirement Plans (Continued)

In selecting the long-term rate of return on plan assets, the System considered the average rate of earnings expected on the funds invested or to be invested to provide for the benefits of the plans. This included considering the plans' asset allocation and the expected returns likely to be earned over the life of the plans, as well as the historical returns on the types of assets held and the current economic environment.

The loss and prior service credit amount expected to be recognized in net periodic benefit cost in 2022 are as follows:

	<u>Concord Hospital Plan</u>	<u>CH-Laconia and CH-Franklin Plan</u>
Actuarial loss	\$ 10,149	\$ —
Prior service credit	<u>(243)</u>	<u>—</u>
	<u>\$ 9,906</u>	<u>\$ —</u>

The System funds the pension plans and no contributions are made by employees. The System funds the plans annually by making a contribution of at least the minimum amount required by applicable regulations and as recommended by the System's actuary. However, the System may also fund the plans in excess of the minimum required amount.

Cash contributions in subsequent years will depend on a number of factors including performance of plan assets. However, the System expects to fund \$16,000 in cash contributions to the Concord Hospital Plan for the 2022 plan year. There are no contributions expected to the CH-Laconia and CH-Franklin Plan in 2022.

Benefit payments, which reflect expected future service, as appropriate, are expected to be paid as follows:

<u>Year Ended September 30</u>	<u>Concord Hospital Plan</u>	<u>CH-Laconia and CH-Franklin Plan</u>
2022	\$ 18,134	\$ 5,674
2023	18,120	4,231
2024	18,446	4,438
2025	18,506	3,673
2026	19,392	4,094
2027 – 2031	112,720	18,295

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2021 and 2020
(In thousands)

6. Estimated Third-Party Payor Settlements

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

Medicare

Inpatient and outpatient services rendered to Medicare program beneficiaries are primarily paid at prospectively determined rates. These rates vary according to a patient classification system that is based on clinical diagnosis and other factors. In addition to this, the System is also reimbursed for medical education and other items which require cost settlement and retrospective review by the fiscal intermediary. Accordingly, the System files an annual cost report with the Medicare program after the completion of each fiscal year to report activity applicable to the Medicare program and to determine any final settlements.

The physician practices are reimbursed on a fee schedule basis.

Medicaid Enhancement Tax and Disproportionate Share Payment

Under the State of New Hampshire's (the State) tax code, the State imposes a Medicaid Enhancement Tax (MET) equal to 5.40% of net patient service revenues in State fiscal years 2021 and 2020. The amount of tax incurred by the System for 2021 and 2020 was \$26,631 and \$22,572, respectively.

In the fall of 2010, in order to remain in compliance with stated federal regulations, the State of New Hampshire adopted a new approach related to Medicaid disproportionate share funding (DSH) retroactive to July 1, 2010. Unlike the former funding method, the State's approach led to a payment that was not directly based on, and did not equate to, the level of tax imposed. As a result, the legislation created some level of losses at certain New Hampshire hospitals, while other hospitals realized gains. DSH payments from the State are recorded within revenue without donor restrictions and other support and amounted to \$26,545 in 2021 and \$18,202 in 2020, net of reserves referenced below.

The Centers for Medicare and Medicaid Services (CMS) has completed audits of the State's program and the disproportionate share payments made by the State from 2011 to 2017, the first years that those payments reflected the amount of uncompensated care provided by New Hampshire hospitals. It is possible that subsequent years will also be audited by CMS. The System has recorded reserves to address its potential exposure based on the audit results to date or any future redistributions.

Medicaid

Inpatient services rendered to Medicaid program beneficiaries are paid at prospectively determined rates per discharge. Outpatient services rendered to Medicaid program beneficiaries are reimbursed under fee schedules and cost reimbursement methodologies subject to various limitations or discounts. The System is reimbursed at a tentative rate with final settlement determined after submission of annual cost reports by the System and audits thereof by the Medicaid program.

The physician practices are reimbursed on a fee schedule basis.

CONCORD HOSPITAL, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2021 and 2020
(In thousands)

6. Estimated Third-Party Payor Settlements (Continued)

Other

The System has also entered into payment agreements with certain commercial insurance carriers and health maintenance organizations. The basis for payment to the System under these agreements includes prospectively determined rates per discharge, discounts from established charges, fee schedules, and prospectively determined rates.

The accrual for estimated third-party payor settlements reflected on the accompanying consolidated balance sheets represents the estimated net amounts to be paid under reimbursement contracts with the Centers for Medicare and Medicaid Services (Medicare), the New Hampshire Department of Welfare (Medicaid) and any commercial payors with settlement provision. Settlements for the Hospital have been finalized through 2016 for Medicare and Medicaid. Settlements for CH-Laconia have been finalized through 2018 for Medicare and 2017 for Medicaid. Settlements for CH-Franklin have been finalized through 2017 for Medicare and 2016 for Medicaid.

During fiscal year 2020, the System requested accelerated Medicare payments as provided for in the CARES Act, which allows for eligible health care facilities to request up to six months of advance Medicare payments for acute care hospitals or up to three months of advance Medicare payments for other health care providers. One year from the date of receipt of the advance payments (beginning April 2021) 25% of the advances will be recouped in the first eleven months. An additional 25% of the advances will be recouped in the next six months, with the entire amount repayable in 29 months. Any outstanding balance after 29 months is repayable at a 4% interest rate. During the third quarter of fiscal 2020, the System received \$57,885 from these accelerated Medicare payment requests. At September 30, 2021 and 2020, the current portion due within a year, totaling \$41,036 and \$7,893, respectively, is recorded under the caption "accrual for estimated third-party payors" and the long-term portion as of September 30, 2020, totaling \$49,992, in the caption "accrued pension and other long-term liabilities" in the accompanying consolidated balance sheets. There is no long-term portion as of September 30, 2021.

7. Long-Term Debt and Revolving Line of Credit

Revolving Line of Credit

In November 2019, the Hospital entered into a \$10,000 revolving line of credit agreement with a bank. In June 2020, the Hospital increased the availability on the line of credit to \$40,000. Any amounts outstanding under the agreement bear interest at the per annum London Interbank Offered Rate (LIBOR) plus 1.85%. In the event LIBOR is discontinued while the agreement remains in place, a replacement rate will be assigned, as determined by the bank. The line of credit was secured by substantially all business assets. No amounts were outstanding under this revolving line of credit at September 30, 2020. The line of credit expired in June 2021 and was not renewed.

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

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(In thousands)

7. Long-Term Debt and Revolving Line of Credit (Continued)

Long-term debt consists of the following at September 30, 2021 and 2020:

	<u>2021</u>	<u>2020</u>
New Hampshire Health and Education Facilities Authority (NHHEFA) Revenue bonds, Concord Hospital Issue, Series 2021A; interest ranging from 3.0% to 5.0% per year and principal payable in annual installments ranging from \$1,680 to \$3,095 through October 2042, including unamortized original issue premium of \$7,590 in 2021	\$ 50,930	\$ —
2020A note payable to a bank, due October 1, 2026, interest at 1.93% per annum, payable in monthly and annual principal payments ranging from \$2,427 to \$2,580 beginning October 2022. This note converted into tax-exempt revenue bonds effective July 6, 2021. As a result of the conversion, the interest rate was reduced to 1.57%	12,520	12,520
2020B note payable to a bank, due October 1, 2035 (lender has the option to extend the maturity date through October 1, 2043), interest at 2.26% per annum, payable in monthly and annual principal payments ranging from \$991 to \$2,942 beginning October 2023. Final balloon payment of \$10,157 due October 1, 2035, if the maturity date is not extended by the lender	36,582	36,582
NHHEFA Revenue Bonds, Concord Hospital Issue, Series 2017; interest of 5.0% per year and principal payable in annual installments. Installments ranging from \$2,010 to \$5,965 beginning October 2032, including unamortized original issue premium of \$6,575 in 2021 and \$6,901 in 2020	60,785	61,111
3.38% to 5.0% NHHEFA Revenue Bonds, Concord Hospital Issue, Series 2013A; due in annual installments, including principal and interest ranging from \$1,543 to \$3,555 through 2043, including unamortized original issue premium of \$121 in 2021 and \$242 in 2020. Series 2013A revenue bonds totaling \$33,785 were refunded in 2020 through issuance of the 2020B note payable described below	1,461	2,867
1.71% fixed rate NHHEFA Revenue Bonds, Concord Hospital Issue, Series 2013B; due in annual installments, including principal and interest ranging from \$1,860 to \$2,038 through 2024. Series 2013B bonds totaling \$6,036 were refunded in 2021 through issuance of the NHHEFA Revenue Bonds, Concord Hospital Issue, Series 2021A described below	—	7,601
4.25% to 5.5% NHHEFA Revenue Bonds, Concord Hospital Issue, Series 2011; due in annual installments, including principal and interest ranging from \$2,737 to \$5,192 through 2026, including unamortized original issue premium of \$19 in 2020. Series 2011 revenue bonds totaling \$11,780 were refunded in 2020 through issuance of the 2020A note payable described below. The remaining amounts due were repaid in full during 2021	— 162,278	2,044 122,725
Less unamortized bond issuance costs	(1,508)	(984)
Less current portion	<u>(5,447)</u>	<u>(5,186)</u>
	<u>\$155,323</u>	<u>\$116,555</u>

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

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(In thousands)

7. Long-Term Debt and Revolving Line of Credit (Continued)

In June 2021, \$51,498 (including an original issue premium of \$7,728) of NHHEFA Revenue Bonds, Concord Hospital Issue, Series 2021A, were issued to assist in funding capital and facility projects, and to refund the Series 2013B NHHEFA Hospital Revenue Bonds.

In March 2020, the Hospital entered into a \$12,520 note payable agreement (2020A note) with a lender to advance refund \$11,780 of the Series 2011 NHHEFA Hospital Revenue Bonds. As a result of the advance refunding, the unamortized bond issuance costs and original issue discount related to the bonds refunded were included in loss on extinguishment of debt and totaled \$520 for the year ended September 30, 2020. As of September 30, 2021, \$11,780 of the Series 2011 advance refunded bonds, which are considered extinguished for purposes of these consolidated financial statements, remain outstanding. In conjunction with the issuance of the 2020A note, in order to further reduce debt service obligations, the Hospital, NHHEFA and the lender entered into a forward purchase agreement. Under the forward purchase agreement, the Hospital has the option to request NHHEFA to issue tax-exempt revenue bonds on or after July 3, 2021 to refinance the 2020A note. The Hospital exercised this option on July 6, 2021, which resulted in the interest rate decreasing from 1.93% to 1.57%.

In March 2020, the Hospital entered into a \$36,582 note payable agreement (2020B note) with a lender to advance refund the Series 2013A NHHEFA Hospital Revenue Bonds. As a result of the bond refinancing, the unamortized bond issuance costs and original issue premium related to the Series 2013A NHHEFA Hospital Revenue Bonds were included in loss on extinguishment of debt and totaled \$711 for the year ended September 30, 2020. As of September 30, 2021, \$33,785 of the Series 2013A advance refunded bonds, which are considered extinguished for purposes of these consolidated financial statements, remain outstanding. In conjunction with the issuance of the 2020B note, in order to further reduce debt service obligations, the Hospital, NHHEFA and the lender entered into a forward purchase agreement. Under the forward purchase agreement, the Hospital has the option to request NHHEFA to issue tax-exempt revenue bonds on or after July 3, 2022 to refinance the 2020B note.

In December 2017, \$62,004 (including an original issue premium of \$7,794) of NHHEFA Revenue Bonds, Concord Hospital Issue, Series 2017, were issued to pay for the construction of a new medical office building. In addition, the Series 2017 Bonds reimbursed the Hospital for capital expenditures incurred in association with the construction of a parking garage and the construction of a medical office building, as well as routine capital expenditures.

In February 2013, \$48,631 (including an original issue premium of \$3,631) of NHHEFA Revenue Bonds, Concord Hospital Issue, Series 2013A, were issued to assist in the funding of a significant facility improvement project and to advance refund the Series 2001 NHHEFA Hospital Revenue Bonds. The facility improvement project included enhancements to the System's power plant, renovation of certain nursing units, expansion of the parking capacity at the main campus and various other routine capital expenditures and miscellaneous construction, renovation and improvements of the System's facilities.

In March 2011, \$49,795 of NHHEFA Revenue Bonds, Concord Hospital Issue, Series 2011, were issued to assist in the funding of a significant facility improvement project and pay off the Series 1996 Revenue Bonds. The project included expansion and renovation of various Hospital departments, infrastructure upgrades, and acquisition of capital equipment. The bonds were paid in full during 2021.

CONCORD HOSPITAL, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

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(In thousands)

7. Long-Term Debt and Notes Payable (Continued)

Substantially all the property and equipment relating to the aforementioned construction and renovation projects, as well as subsequent property and equipment additions thereto, are pledged as collateral for all outstanding long-term debt. In addition, the gross receipts of the Hospital, CH-Laconia and CH-Franklin are also pledged as collateral for all outstanding long-term debt. CH-Laconia and CH-Franklin also pledge gross receipts as collateral for the outstanding Series 2021A Revenue Bonds. The most restrictive financial covenants require a 1.10 to 1.0 ratio of aggregate income available for debt service to total annual debt service and a day's cash on hand ratio of 75 days. The System was in compliance with its debt covenants at September 30, 2021 and 2020.

The obligations of the Hospital under the 2020A and B notes, Series 2021A, Series 2017, Series 2013A and B and Series 2011 Revenue Bond Indentures are guaranteed by the Hospital, CH-Laconia and CH-Franklin and are not guaranteed by any of the subsidiaries or affiliated entities.

Interest paid on long-term debt amounted to \$4,465 (including capitalized interest of \$200) and \$4,888 (including capitalized interest of \$1,953) for the years ended September 30, 2021 and 2020, respectively.

The aggregate principal payments on long-term debt for the next five fiscal years ending September 30 and thereafter are as follows:

2022	\$ 5,447
2023	6,104
2024	6,215
2025	5,181
2026	5,264
Thereafter	<u>119,781</u>
	<u>\$147,992</u>

8. Commitments and Contingencies

Malpractice Loss Contingencies

Effective February 1, 2011, the System insures its medical malpractice risks through GSIE, a multiprovider captive insurance company. Prior to December 31, 2020, the System accounted for its investment in GSIE under the equity method, as control of the captive was shared equally between the other participating entities. The System recorded its interest in the captive's equity, totaling approximately \$5,509 at September 30, 2020, in other noncurrent assets on the accompanying 2020 consolidated balance sheets. As discussed in Note 3, effective December 31, 2020, the System gained control of GSIE, which requires GSIE to be consolidated in the consolidated financial statements as of September 30, 2021. The results from the acquisition date through September 30, 2021 are included in the accompanying 2021 consolidated financial statements.

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2021 and 2020
(In thousands)

8. Commitments and Contingencies (Continued)

GSIE provides claims-made medical stop loss coverage to its subscriber health systems. Subsequent to December 31, 2020, the System is the sole remaining subscriber. GSIE purchases reinsurance from three reinsurers to limit potential exposure to the System. The reinsurance policies in place are subject to renewal on January 1, 2022, and, after the System's primary retained layer of \$2 million per occurrence and \$12 million aggregate, cover up to \$25 million per occurrence and aggregate per annum. The failure of reinsurers to honor their obligations could result in additional losses to GSIE, and those losses could be significant to GSIE and the System.

The reserve for unpaid losses and loss adjustment expenses and the related reinsurance recoverables includes case basis estimates of reported losses, plus supplemental reserves for incurred but not reported losses (IBNR) calculated based upon loss projections utilizing historical and industry data. An independent consulting actuary is involved in establishing this reserve and the related reinsurance recoverables. Management of the System believes that GSIE's aggregate reserve for unpaid losses and loss adjustment expenses and related reinsurance recoverables at year-end represent its best estimate, based on the available data, of the amount necessary to cover the ultimate cost of losses; however, because of the nature of the insured risks and limited historical experience, actual loss experience may not conform to the assumptions used in determining the estimated amounts for such liability and corresponding asset at the consolidated balance sheet date. Accordingly, the ultimate liability and corresponding asset could be significantly in excess of or less than the amount indicated in these consolidated financial statements. As adjustments to these estimates become necessary, such adjustments are reflected in current year operations. Amounts recoverable from reinsurers have been reduced to their net realizable value.

At September 30, 2021, there were no known malpractice claims outstanding for the System, which, in the opinion of management will be settled for amounts in excess of insurance coverage, nor were there any unasserted claims or incidents which require loss accruals. The System has established reserves for unpaid claim amounts for Hospital and Physician Professional Liability and General Liability reported claims and for unreported claims for incidents that have been incurred but not reported. The amounts of the reserves total \$22,303 and \$4,081 at September 30, 2021 and 2020, respectively and are reflected in the accompanying consolidated balance sheets within reserves for insurance. The increase in the reserve is due to accounting changes as a result of the change in control of GSIE as described in Note 3. The possibility exists, as a normal risk of doing business, that malpractice claims in excess of insurance coverage may be asserted against the System.

In accordance with ASU No. 2010-24, "Health Care Entities" (Topic 954): *Presentation of Insurance Claims and Related Insurance Recoveries*, at September 30, 2021 and 2020, the System recorded a liability of approximately \$6,600 and \$3,000, respectively, related to estimated professional liability losses. At September 30, 2021 and 2020, the System also recorded a receivable of \$6,600 and \$3,000, respectively, related to estimated recoveries under insurance coverage for recoveries of the potential losses. These amounts are included in reserve for insurance (\$6,600 at September 30, 2021 and \$3,000 at September 30, 2020), accounts receivable (\$2,800 at September 30, 2021 and \$-0- at September 30, 2020) and other assets (\$3,800 at September 30, 2021 and \$3,000 at September 30, 2020), respectively, in the accompanying consolidated balance sheets.

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2021 and 2020
(In thousands)

8. Commitments and Contingencies (Continued)

Workers' Compensation

The System maintains workers' compensation insurance under a self-insurance plan. The plan offers, among other provisions, certain specific and aggregate stop-loss coverage to protect the System against excessive losses. The System has employed independent actuaries to estimate the ultimate costs, if any, of the settlement of such claims. Accrued workers' compensation losses of \$3,043 and \$2,388 at September 30, 2021 and 2020, respectively, are recorded within accounts payable and accrued expenses in the accompanying consolidated balance sheets and have been discounted at 3% (both years) and, in management's opinion, provide an adequate reserve for loss contingencies. A trustee held fund has been established as a reserve under the plan. Assets held in trust totaled \$2,988 and \$2,974 at September 30, 2021 and 2020, respectively, and are included in assets whose use is limited or restricted in the accompanying consolidated balance sheets.

Litigation

The System is involved in litigation and regulatory investigations arising in the ordinary course of business. After consultation with legal counsel, management estimates that these matters will be resolved without material adverse effect on the System's financial position, results of operations or cash flows.

Health Insurance

The System has a self-funded health insurance plan. The plan is administered by an insurance company which assists in determining the current funding requirements of participants under the terms of the plan and the liability for claims and assessments that would be payable at any given point in time. The System recognizes revenue for services provided to employees of the System during the year. The System is insured above a stop-loss amount of \$550 effective January 1, 2021 (previously \$440) on individual claims. Estimated unpaid claims, and those claims incurred but not reported at September 30, 2021 and 2020, have been recorded as a liability of \$10,042 and \$5,709, respectively, and are reflected in the accompanying consolidated balance sheets within accounts payable and accrued expenses.

Operating Leases

The System has various operating leases relative to its office and offsite locations. Future annual minimum lease payments under noncancellable lease agreements as of September 30, 2021 are as follows:

Year Ending September 30:	
2022	\$ 6,405
2023	6,283
2024	5,574
2025	4,094
2026	2,986
Thereafter	<u>7,097</u>
	<u>\$32,439</u>

Rent expense was \$8,314 and \$7,125 for the years ended September 30, 2021 and 2020, respectively.

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2021 and 2020
(In thousands)

9. Net Assets With Donor Restrictions

Net assets with donor restrictions are available for the following purposes at September 30:

	<u>2021</u>	<u>2020</u>
Purpose restriction:		
Health education and program services	\$21,662	\$14,997
Capital acquisitions	806	1,870
Indigent care	135	126
Pledges receivable with stipulated purpose and/or time restrictions	<u>499</u>	<u>283</u>
	23,102	17,276
Perpetual in nature:		
Health education and program services	22,613	18,744
Capital acquisitions	803	803
Indigent care	2,105	1,811
Annuities to be held in perpetuity	<u>280</u>	<u>260</u>
	25,801	21,618
Total net assets with donor restrictions	<u>\$48,903</u>	<u>\$38,894</u>

10. Patient Service Revenue

An estimated breakdown of patient service revenue for the System by major payor sources is as follows for the years ended September 30:

	<u>2021</u>	<u>2020</u>
Private payor (includes coinsurance and deductibles)	\$335,415	\$271,664
Medicare	226,029	158,747
Medicaid	33,413	18,848
Self-pay	<u>3,676</u>	<u>6,253</u>
	<u>\$598,533</u>	<u>\$455,512</u>

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2021 and 2020
(In thousands)

11. Functional Expenses

The System provides general health care services to residents within its geographic location. Expenses related to providing these services are as follows for the years ended September 30:

	<u>Health Services</u>	<u>General and Administrative</u>	<u>Fund- raising</u>	<u>Total</u>
<u>2021</u>				
Salaries and wages	\$247,354	\$ 49,320	\$ 524	\$297,198
Employee benefits	67,564	13,472	143	81,179
Supplies and other	119,973	23,868	131	143,972
Purchased services	32,741	14,920	146	47,807
Professional fees	8,273	81	—	8,354
Depreciation and amortization	18,275	8,644	288	27,207
Medicaid enhancement tax	26,631	—	—	26,631
Interest	<u>2,572</u>	<u>1,222</u>	<u>41</u>	<u>3,835</u>
	<u>\$523,383</u>	<u>\$111,527</u>	<u>\$1,273</u>	<u>\$636,183</u>
<u>2020</u>				
Salaries and wages	\$203,587	\$ 41,594	\$ 500	\$245,681
Employee benefits	56,622	11,568	139	68,329
Supplies and other	96,353	13,346	84	109,783
Purchased services	25,469	9,346	128	34,943
Professional fees	7,722	—	—	7,722
Depreciation and amortization	16,363	7,735	257	24,355
Medicaid enhancement tax	22,572	—	—	22,572
Interest	<u>1,756</u>	<u>812</u>	<u>27</u>	<u>2,595</u>
	<u>\$430,444</u>	<u>\$ 84,401</u>	<u>\$1,135</u>	<u>\$515,980</u>

The consolidated financial statements report certain expense categories that are attributable to more than one healthcare service or support function. Therefore, these expenses require an allocation on a reasonable basis that is consistently applied. Costs not directly attributable to a function, such as depreciation and interest, are allocated to a function based on square footage. Supporting activities that are not directly identifiable with one or more healthcare programs are classified as general and administrative. If it is impossible or impractical to make a direct identification, allocation of the expenses were made according to management's estimates. Employee benefits are allocated in accordance with the ratio of salaries and wages of the functional classes. Specifically identifiable costs are assigned to the function which they are identified to.

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2021 and 2020

(In thousands)

12. Charity Care and Community Benefits (Unaudited)

The System maintains records to identify and monitor the level of charity care it provides. The System provides traditional charity care, as well as other forms of community benefits. The estimated cost of all such benefits provided is as follows for the years ended September 30:

	<u>2021</u>	<u>2020</u>
Government sponsored healthcare	\$29,001	\$31,319
Community health services	1,408	1,582
Health professions education	1,813	2,304
Subsidized health services	49,746	44,867
Research	62	81
Financial contributions	936	829
Community benefit operations	130	72
Community building activities	2,411	—
Charity care costs (see Note 1)	<u>4,043</u>	<u>3,445</u>
	<u>\$89,550</u>	<u>\$84,499</u>

The System incurred estimated costs for services to Medicare patients in excess of the payment from this program of \$73,871 and \$71,877 in 2021 and 2020, respectively.

13. Concentration of Credit Risk

The System grants credit without collateral to its patients, most of whom are local residents of southern New Hampshire and are insured under third-party payor agreements. The mix of gross receivables from patients and third-party payors as of September 30 is as follows:

	<u>2021</u>	<u>2020</u>
Patients	8%	10%
Medicare	40	37
Anthem Blue Cross	16	15
Cigna	3	4
Medicaid	13	9
Commercial	18	23
Workers' compensation	<u>2</u>	<u>2</u>
	<u>100%</u>	<u>100%</u>

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2021 and 2020
(In thousands)

14. Volunteer Services (Unaudited)

Total volunteer service hours received by the System were approximately 16,000 in 2021 and 2020. The volunteers provide various nonspecialized services to the System, none of which has been recognized as revenue or expense in the accompanying consolidated statements of operations.

15. Fair Value Measurements

Fair value of a financial instrument is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. In determining fair value, the System uses various methods including market, income and cost approaches. Based on these approaches, the System often utilizes certain assumptions that market participants would use in pricing the asset or liability, including assumptions about risk and or the risks inherent in the inputs to the valuation technique. These inputs can be readily observable, market corroborated, or generally unobservable inputs. The System utilizes valuation techniques that maximize the use of observable inputs and minimize the use of unobservable inputs. Based on the observability of the inputs used in the valuation techniques, the System is required to provide the following information according to the fair value hierarchy. The fair value hierarchy ranks the quality and reliability of the information used to determine fair values. Financial assets and liabilities carried at fair value will be classified and disclosed in one of the following three categories:

Level 1 – Valuations for assets and liabilities traded in active exchange markets, such as the New York Stock Exchange. Level 1 also includes U.S. Treasury and federal agency securities and federal agency mortgage-backed securities, which are traded by dealers or brokers in active markets. Valuations are obtained from readily available pricing sources for market transactions involving identical assets or liabilities.

Level 2 – Valuations for assets and liabilities traded in less active dealer or broker markets. Valuations are obtained from third party pricing services for identical or similar assets or liabilities.

Level 3 – Valuations for assets and liabilities that are derived from other valuation methodologies, including option pricing models, discounted cash flow models and similar techniques, and not based on market exchange, dealer or broker traded transactions. Level 3 valuations incorporate certain assumptions and projections in determining the fair value assigned to such assets or liabilities.

In determining the appropriate levels, the System performs a detailed analysis of the assets and liabilities. There have been no changes in the methodologies used at September 30, 2021 and 2020. In accordance with ASC 820, *Fair Value Measurements*, certain investments that are measured using the net value per share practical expedient have not been classified in the fair value hierarchy.

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2021 and 2020

(In thousands)

15. Fair Value Measurements (Continued)

The following presents the balances of assets measured at fair value on a recurring basis at September 30:

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
<u>2021</u>				
Cash and cash equivalents	\$ 85,535	\$ —	\$ —	\$ 85,535
Fixed income securities	56,003	16,575	—	72,578
Marketable equity and other securities	144,101	—	—	144,101
Inflation-protected securities and other	17,985	—	—	17,985
Trust funds administered by others	—	—	12,341	12,341
	<u>\$303,624</u>	<u>\$16,575</u>	<u>\$12,341</u>	332,540

Funds measured at net asset value:

Marketable equity and other securities 220,974

\$553,514

2020

Cash and cash equivalents	\$ 80,137	\$ —	\$ —	\$ 80,137
Fixed income securities	30,415	—	—	30,415
Marketable equity and other securities	101,639	—	—	101,639
Inflation-protected securities and other	13,682	—	—	13,682
Trust funds administered by others	—	—	10,965	10,965
	<u>\$225,873</u>	<u>\$ —</u>	<u>\$10,965</u>	236,838

Funds measured at net asset value:

Marketable equity and other securities 188,376

\$425,214

In addition, for the years ended September 30, 2021 and 2020, there are certain investments totaling \$4,072 and \$3,042, respectively, which are appropriately being carried at cost.

The System's Level 3 investments consist of funds administered by others. The fair value measurement is based on significant unobservable inputs.

Investments, in general, are exposed to various risks, such as interest rate, credit and overall market volatility. As such, it is reasonably possible that changes in the fair value of investments will occur in the near term and that such changes could materially affect the amounts reported in the accompanying consolidated balance sheets and statements of operations.

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2021 and 2020

(In thousands)

15. Fair Value Measurements (Continued)

A reconciliation of the fair value measurements using significant unobservable inputs (Level 3) is as follows for 2021 and 2020:

	Trust Funds Administered by Others
Balance at September 30, 2019	\$10,903
Net realized and unrealized gains	<u>62</u>
Balance at September 30, 2020	10,965
Net realized and unrealized gains	<u>1,376</u>
Balance at September 30, 2021	<u>\$12,341</u>

The table below sets forth additional disclosures for investment funds (other than mutual funds) valued based on net asset value to further understand the nature and risk of the investments by category:

	Fair Value	Unfunded Commit- ments	Redemption Frequency	Redemption Notice Period
September 30, 2021:				
Funds-of-funds	\$22,685	\$ —	Semi-monthly	5 days
Funds-of-funds	12,926	—	Monthly	15 days
Funds-of-funds	59,430	—	Quarterly	45 – 65 days**
Funds-of-funds	11,157	—	Annual	90 days
Funds-of-funds	9,837	—	Semi-annual	60 days*
Funds-of-funds	24,592	20,713	Illiquid	N/A
Collective trust funds	16,131	—	Daily	10 days
Collective trust funds	9,810	—	Weekly	10 days
Collective trust funds	54,406	—	Monthly	6 – 10 days
September 30, 2020:				
Funds-of-funds	\$17,543	\$ —	Semi-monthly	5 days
Funds-of-funds	9,468	—	Monthly	15 days
Funds-of-funds	48,190	—	Quarterly	45 – 65 days**
Funds-of-funds	23,631	—	Annual	60 - 90 days
Funds-of-funds	9,631	—	Semi-annual	60 days*
Funds-of-funds	9,717	20,156	Illiquid	N/A
Collective trust funds	15,326	—	Daily	10 days
Collective trust funds	4,980	—	Weekly	10 days
Collective trust funds	49,890	—	Monthly	6 – 10 days

* Limited to 25% of the investment balance at each redemption.

** One investment has a one-year lock period and redemption of one investment is limited to 12.5% of the investment balance at each redemption.

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2021 and 2020
(In thousands)

15. Fair Value Measurements (Continued)

Fixed Income Securities

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

Marketable Equity and Other Securities

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

The System invests in other securities that are considered alternative investments that consist of limited partnership interests in investment funds, which, in turn, invest in diversified portfolios predominantly comprised of equity and fixed income securities, as well as options, futures contracts, and some other less liquid investments. Management has approved procedures pursuant to the methods in which the System values these investments at fair value, which ordinarily will be the amount equal to the pro-rata interest in the net assets of the limited partnership, as such value is supplied by, or on behalf of, each investment from time to time, usually monthly and/or quarterly by the investment manager. Collective trust funds are generally valued based on the proportionate share of total fund net assets.

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

The System has committed to invest up to \$51,683 with various investment managers, and had funded \$15,757 of that commitment as of September 30, 2021. As these investments are made, the System reallocates resources from its current investments resulting in an asset allocation shift within the investment pool.

Inflation-Protected Securities

The primary purpose of inflation-protected securities is to provide protection against the negative effects of inflation.

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2021 and 2020

(In thousands)

15. Fair Value Measurements (Continued)

Fair Value of Other Financial Instruments

Other financial instruments consist of accounts and pledges receivable, accounts payable and accrued expenses, estimated third-party payor settlements, and long-term debt and notes payable. The fair value of all financial instruments other than long-term debt and notes payable approximates their relative book values as these financial instruments have short-term maturities or are recorded at amounts that approximate fair value.

16. Financial Assets and Liquidity Resources

Financial assets and liquidity resources available within one year for general expenditure, such as operating expenses, scheduled principal payments on debt, and capital construction costs, consisted of the following at September 30, 2021:

Cash and cash equivalents	\$ 37,722
Short-term investments	66,525
Accounts receivable	94,720
Funds held by trustee for insurance reserves, escrows and construction costs	<u>77,443</u>
	<u>\$276,410</u>

To manage liquidity, the System maintains sufficient cash and cash equivalent balances to support daily operations throughout the year. Cash and cash equivalents and short-term investments include bank deposits, money market funds, and other similar vehicles that generate a return on cash and provide daily liquidity to the System. In addition, the System has board-designated assets without donor restrictions that can be utilized at the discretion of management to help fund both operational needs and/or capital projects. As of September 30, 2021, the balance of liquid investments in board-designated assets was \$342,620.

Concord Hospital, Inc.

250 Pleasant Street
Concord, NH 03301
603-227-7000

Board of Trustees

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Community Representative

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UNH School of Law

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Concord Hospital Cardiovascular Institute

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Concord Orthopaedics, PA

Robert Segal
Sanel Auto Parts

Jeffrey K. Towle
Davis & Towle Insurance

Donald Weford
Stewarts Ambulance Service

CURRICULUM VITAE

PAUL F. RACICOT, MD

September 2012

EDUCATION

6/77	BA , Bowdoin College, Brunswick, ME Phi Beta Kappa, Magna Cum Laude, James Bowdoin Scholar
6/82	MD , University of Massachusetts Medical School, Worcester, MA

POST GRADUATE TRAINING

1982 – 1983	Internship – Internal Medicine
1983 – 1985	Residency – Internal Medicine Berkshire Medical Center, Pittsfield, Massachusetts (a major teaching hospital of UMass Medical School)
1985	*Recipient of "Outstanding Resident Teacher Award"

PRACTICE EXPERIENCE

1985 – 1986	Emergency Room Physician (Full Time) <ul style="list-style-type: none">Hillcrest Hospital, Pittsfield, MA
1986 – Present	Director, Emergency Room Services Active Staff with privileges in Emergency Medicine Courtesy Staff with privileges in Internal Medicine <ul style="list-style-type: none">Franklin Regional Hospital, Franklin, NH
1986 – 1992	Visiting Staff with privileges in Emergency Medicine <ul style="list-style-type: none">Lakes Region General Hospital, Laconia, NH
1989 – 1995	Courtesy Staff with privileges in Emergency Medicine <ul style="list-style-type: none">Concord Hospital, Concord, NHHuggins Hospital, Wolfeboro, NH
1989 – 1995	Director, Employee/Occupational Health Department <ul style="list-style-type: none">Franklin Regional Hospital, Franklin, NH
1992 – 2015	Chief, Emergency Services Active Staff with privileges in Emergency Medicine <ul style="list-style-type: none">Lakes Region General Hospital, Laconia, NH
1997 – Present	President, Central NH ER Associates 174 Philbrook Road, Sanbornton, NH
2000, 2001, 2002	NH Top ER Doc 2000, 2001, and 2002 New Hampshire Magazine
2002 – Present	Chairman, Department of Medicine

- LRGHealthcare, Laconia NH

2017 – Present

Chief, Addiction Medicine and Occupational Health

CERTIFICATIONS

09/11/85

American Board of internal Medicine

12/08/89

American Board of Emergency Medicine

1995

Certified Medical Review Officer

TRUSTEE

1988 – 1994

**New Hampshire Hospital Association
125 Airport Road, Concord, NH**

1991 – Present

**Franklin Regional Hospital
15 Aiken Avenue, Franklin, NH**

MEMBERSHIP

1986 – Present

Member, New Hampshire Medical Society

1995 - 1997

Member, New Hampshire Board of Medicine

PERSONAL DATA

Born in Oxford, MA – 1955

Valedictorian, Worcester Academy, Class of 1973

Married with two children

TEACHING ACTIVITIES

2010 – Present

Assistant Professor of Clinical Emergency Medicine, UNECOM

2011 – Present

Regional Assistant Dean for LRGHealthcare/UNECOM

REFERENCES

Personal and professional references provided on request

Shaney Blais

EXPERTISE

Leadership and managerial experience in the healthcare field. Track record of delivering results in a timely manner within budget expectations.

- Lead by example and successfully guide others through the ever-changing world of healthcare
- Strong communication skills with a focus on listening and respect
- Adaptable, willing to take on new challenges and roles
- Encourage and motivate others to reach their potential
- Creative problem solving skills
- Comprehensive knowledge of Client, Provider Based and Critical Access Billing
- EMR experience and knowledge

EXPERIENCE

Concord Hospital, Concord, NH

2018-Current

Manager Occupational Health & Employee Health, July 2018-Current

Direct oversight of Occupational Health and Employee Health for 3 hospitals with 3 providers and 12 support staff. Responsibilities include but not limited to budgetary, project management and recruitment, day to day operations, direct supervision of all staff, and dealing with patient, companies and employee concerns. Daily communication with employers, insurance adjusters, and case managers related to workers compensation injury management.

Manager of hospital drug consortium.

LRGHealthcare, Laconia, NH

2012-2018

Senior Office Manager, Provider Network, September 2012 – July 2018

Carry out organization's mission and vision with confidence and commitment. Direct oversight of multiple provider practice, with 10 providers and 30 support staff. Responsibilities include but not limited to budgetary forecasting, project management and recruitment. Research and implement opportunities for efficiencies and improvements. Maintain current knowledge of regulatory changes and implement as appropriate.

- Key contributor to the development and implementation of Client Billing
- Implementation of new service lines for Pain Management and Recovery Center

Contract Compliance Specialist, Provider Network, September 2012 – September 2013

Responsible for reviewing reimbursement payments to ensure correct reimbursement rates, for both the hospital and clinic settings.

- Through extensive research able to recoup over \$300,000 in workers compensation payments
- Through additional research able to recoup over \$100,000 in write off errors

Professional Physical Therapy Services, Concord, NH

2000-2012

Office Manager, Provider Network, September 2000 – September 2012

Carried out all day to day operation of a multi provider, multi practice physical therapy business. Direct supervision of all staff. Oversaw patient flow and provider support. Dealt with patient concerns and facility issues. Managed payroll, accounts receivable and payable.

- Successful passing of all state and regulatory audits and inspections

EDUCATION

Associates Degree, New Hampshire Technical Institute, 2018-current

Pre-Nursing, New Hampshire Technical Institute, 1988-1991

Multiple educational in services on Coding and Billing

Knowledgeable in all Microsoft Applications

EXPERIENCE

**Nurse Practitioner, Occupational and Employee Health Services, Concord Hospital,
Concord, NH – September 2017 – present.**

Independently evaluate, diagnose and treat workman's compensation related injuries, conduct pre-employment and annual physical examinations for hospital employees and contracted employers. Perform DOT commercial driver medical examinations.

**Nurse Practitioner, Occupational and Bariatric Surgery Program at Parkland Medical Center,
Derry, NH – February 2015 – August 2018.**

Independently evaluate, diagnose and treat workman's compensation related injuries, administer DOT Breath Alcohol and Urine Drug testing, conduct pre-employment and annual physical examinations for contracted employers, provide immunizations as appropriate. Perform DOT commercial driver medical examinations. Conduct initial and follow up examinations for bariatric surgery candidates. Coordinate specialty referrals and other pre-operative requirements for candidates.

**Nurse Practitioner, House Calls Program, United Health Care, Eldridge, MD
August 2012 – January 2015.**

Provide annual in-home wellness exams and education to Medicare Advantage and Medicare Retirement plan enrollees.

**Nurse Practitioner, Jamaica Plain community Practice, Beth Israel Deaconess
Affiliated Physicians Group, Boston, MA – October 2011 – July 2012.**

Provide primary care services to adult and geriatric patients residing in assisted living, skilled nursing, sub-acute and home settings.

**Palliative Care Nurse Practitioner, Old Colony Hospice, Randolph, MA
March 2006 – September 2011.**

Diagnose, treat, manage, assess, and coordinate end of life care and symptom management for patients in home, hospital and skilled nursing facilities.

**Nurse Practitioner, Hospital medicine Service, University of Massachusetts Memorial Medical
Center, Worcester, MA – September 2005 – February 2006.**

Diagnose, treat, manage, assess and coordinate care for adult patients in a tertiary, teaching hospital.

EDUCATION

Regis College, Weston, MA – MS Nursing/Family Nurse Practitioner, 2005.

Regis College, Weston, MA – BS Nursing, 2004.

New Hampshire Community Technical College, Manchester, NH – AS Nursing, 1999.

University of New Hampshire, Durham, NH – BS Microbiology, 1994.

PUBLICATIONS

Hamdan, Allen D., Quist, William C., Gagne, Jennifer B., Feener, Edward P., "Angiotensin-Converting-Enzyme-Inhibition Suppresses Plasminogen Activator Inhibitor-1 Expression in Balloon Injured Rat Aorta." Circulation 93:1073-1078 (March 15, 1996).

Bobolia, Jennifer B., "Infection Control for the Family of the Home Hospice Patient." Home Healthcare Nurse 24 (10):624-626 (November/December 2006).

CERTIFICATIONS

Family Nurse Practitioner, American Academy of Nurse Practitioners, 2005 – 2025.

Certified Advanced Practice Hospice and Palliative Care Nurse, National Board for Certification of Hospice and Palliative Nurses, 2007 – 2015.

National Registry of Certified medical Examiners, Federal Motor Carrier Safety Administration, 2015-2025.

MEMBERSHIPS

American Academy of Nurse Practitioners

New Hampshire Nurse Practitioner Association.

Sigma Theta Tau, International Honor Society of Nursing

Delta Epsilon Sigma, National Scholastic Honor Society for Catholic Colleges.

S. Joncas, APRN, FNP-C

EDUCATION

Simmons College	MS in Nursing, FNP– 2013 Registered Nursing – 2010 Honors: Deans List, Sigma Theta Tau Nursing Honor Society Activities: Electronic Health Record Technical Asst., American Academy of Nurse Practitioners
Plymouth State University	BS Biology Education (Grades 7-12) – 2009 Honors: Cum Laude, Kappa Delta Pi Honor Society Activities: Pre-Medicine Club, Anatomy & Physiology Tutor

CERTIFICATION

June 2013	Family Nurse Practitioner, AANP, BC – New Hampshire Licensure
January 2011	Registered Nurse – New Hampshire Licensure
November 2021- 2023	BLS for Healthcare Providers
April 2014-2024	FMCSA Certified Medical Examiner for DOT physicals
February 2020	Completed MAT training, received waiver

WORK EXPERIENCE

Family Nurse Practitioner <i>Concord Hospital Occupational & Employee Health</i> 03/20-present	Treatment, Assessment, and diagnosis of patients in an occupational health setting. Caring for workers compensation injuries and exposures, coordinating care with specialties, collaborating with employers and insurance companies, performing FMCSA DOT medical examinations, performing fire fighter medical examinations, performing police physical clearance examinations, performing respiratory medical clearance examinations, and performing other fitness for duty examinations. Skills inclusive, but not limited to, suturing, I&D, splinting, xray and test interpretation. Additional role include assistance with employee health: assisting with tracking and processing statistics for blood borne exposures and employee illnesses in Excel for LRGH and state reporting, clearing new LRGH employees, assisting in employee vaccination programs, and collaborating with infectious disease and human resources. Use of EMR: Cerner
Family Nurse Practitioner <i>Lake Region General Healthcare Occupational & Employee Health</i> 07/18-03/20	Treatment, Assessment, and diagnosis of patients in an occupational health setting. Caring for workers compensation injuries and exposures, coordinating care with specialties, collaborating with employers and insurance companies, performing FMCSA DOT medical examinations, performing fire fighter medical examinations, performing police physical clearance examinations, performing respiratory medical clearance examinations, and performing other fitness for duty examinations. Skills inclusive, but not limited to, suturing, I&D, splinting, xray and test interpretation. Additional role include assistance with employee health: assisting with tracking and processing statistics for blood borne exposures and employee illnesses in Excel for LRGH and state reporting, clearing new LRGH employees, assisting in employee vaccination programs, and collaborating with infectious disease and human resources. Use of EMR: Cerner
Family Nurse Practitioner <i>Lake Region General Healthcare Westside Primary Care</i> 03/19-present	Treatment, Assessment, and diagnosis of patients with acute health needs in a primary care setting. Managing illnesses and injuries, utilizing up to date skills, diagnostic testing, and therapeutics. Use of EMR: Cerner
Family Nurse Practitioner <i>ClearChoice MD Urgent Care</i> 08/18-present (Per Diem)	Treatment, Assessment, and diagnosis of patients in an acute care setting, Managing minor illnesses and injuries, utilizing up to date skills, diagnostic testing, and therapeutic management. Use of EMR: Docutap
Family Nurse Practitioner <i>Lake Region General Healthcare Convenience Care</i> 08/15-07/18	Treatment, Assessment, and diagnosis of patients in an acute care setting, Managing minor illnesses and injuries, utilizing up to date skills, diagnostic testing, and therapeutic management. Use of EMR: CPS and Cerner
Family Nurse Practitioner <i>Salem State University Student Health Services</i> 09/14-06/15	Diagnosis, treatment, and management of the salem state student community for chronic and episodic illness, developmental issues, health promotion, health maintenance, risk identification and reduction. Use of EMR: Point and Click.
Family Nurse Practitioner <i>Minute Clinic</i> 08/13-08/15	Assessment, diagnosis, and treatment of acute care to patients ages 18 months to senior in a fast-paced, walk-in clinic. Care inclusive of: minor illness, minor injury, acute skin condition management, wellness monitoring, physical exams, and vaccinations. Use of EMR: Epic and Legacy.

Registered Nurse
Hebrew Rehabilitation
02/11-12/13

Floor nurse and charge nurse on a fast-paced rehabilitation floor managing chronic and acute conditions; pain management, dressing changes, ADL support, psychosocial support
Use of EMR: Meditech

Registered Nurse
Northeast Clinical Services
09/12-12/13

In-home private duty nursing care of ill and disabled children, adults, and elders

STUDENT CLINICAL EXPERIENCE

PACE Northshore	Lynn, MA- Elder Service Acute and Chronic Care Nurse Practitioner
VA Home Based Primary Care	Boston, MA- Geriatric Primary Care Nurse Practitioner
Lowell Community Health	Lowell, MA- OB/Gyn Nurse Practitioner
Children's Health Center	Manchester, NH- Adolescent Urgent Care Nurse Practitioner
Curry College Health Center	Milton, MA- Young Adult Urgent Care Nurse Practitioner
Minute Clinic	Medford MA- Urgent Care Nurse Practitioner
Massachusetts General Hospital	Boston, MA – Medical/Surgical Nursing
Faulkner Hospital	Boston, MA – Medical/Surgical Nursing
Children's Hospital	Boston, MA – Post Surgical Pediatric Nursing
Caritas Norwood Hospital	Norwood, MA – Psychiatric Nursing
Walpole Visiting Nurses Assoc.	Walpole, MA – Home Health Nursing

Tijunna Aldridge, RN

License/Certifications

- RN - Registered Nurse [REDACTED]
Issuer: State of New Hampshire - BON
Expiration: April 1, 2024
- BLS - Basic Life Support Provider
Issuer: American Heart Association
Expiration: November 2023
- CPC - Certified Professional Medical Coder
Issuer: AAPC
Expiration: August 31, 2022
- LMT - Licensed Massage Therapist [REDACTED]
Issuer: State of New Hampshire - DHHS
Expiration: April 30, 2024

Professional Experience

Clinical Resource Nurse - Employee & Occupational Health
Concord Hospital - Concord, NH

November 2019 - Current

Registered Nurse - Resource Nurse
Mid-State Health Center - Plymouth, NH

December 2017 - October 2019

Registered Nurse
Cottage Hospital - Medical Surgical Unit - Woodsville, NH

September 2016 - March 2018

Medical Coder III
Elliot Hospital coding services/Conifer Health Solutions - Manchester, NH/Telecommute

2010-2016

Patient Services Representative/Medical Coder/Biller
New Hampshire Orthopedic Center - Manchester, NH

2003-2010

Education

Associates Science Nursing
New Hampshire Technical Institute - Concord, NH

May 2016

Angela S. Andrews, RN

Registered Nurse:

State of New Hampshire

Commonwealth of Massachusetts

Experience:

Concord Hospital, Concord, NH

Employee Health Registered Nurse

October 2019 – Current

- Post-offer health screen, immunity screening and vaccination, infectious disease screening, detection and prevention, employee illness and injury services, medical surveillance, health and wellness services, promotion of a safe work environment

Occupational Health Connections, Methuen, MA

Registered Nurse

March 2015 – Current (per diem)

- Experience in occupational health at many different locations from large corporations to smaller hospital-based settings.
- Flexible and adaptable based on the different scenarios and needs of the location.
- Screen employees for fitness for duty
- Triage and treat injuries or emergencies.
- Communicate with the appropriate people and follow up.
- Immunizations

Laura M. Jarmoc, MD – Concord Allergy, Concord, NH

Registered Nurse – Office Staff Nurse

March 2015 – Current (per diem) . April 2014 – March 2015 (full time) March 2007 – March 2014 (per diem)

- Work closely with the provider and office staff to provide comprehensive patient care.
- Assessment of patients, administering treatment and medications.
- Perform diagnostic testing includes allergy immunotherapy.
- Triage incoming calls requiring nursing assessment and intervention.
- Patient education.
- General office duties include assisting in billing and coding of appropriate procedures and managing supplies.

Home Care Staff Concord Regional Visiting Nurse Association, Concord, NH

Registered Nurse – Per Diem

August 2008 – March 2014

- Worked independently with clients, as well as part of a team, to provide appropriate nursing care by developing care plans, consulting with other health care providers.
- Refer clients to other healthcare resources.
- Coordinated health care services provided by ancillary personnel such as home health aides.
- Instructed clients and families on methods of positive health maintenance.

Federal Occupational Health, JFK Federal Building, Boston, MA a
James C. Cleveland Federal Building, Concord, NH

Nurse Coordinator

November 2002 – February 2009

- Supervise the Nurse Associates, managed the health unit and various outreach services.
- Work with many points of contact both within the federal agencies.
- Responsible for the assessment and treatment of injuries to employees and visitors.
- Monitor of chronic health problems.
- Completed a wide range of physicals for federal employees.
- Marketed, public relations and grew a client base for a newly opened clinic.

Concentra Health Services

Hannaford Supermarkets - Wellness Professional

Per Diem RN – GE Aircraft Engines, Hooksett, NH

April 2005 – December 2006

- Responsible for on-site employee health education at five Hannaford Supermarket locations.
- Provided wellness information and assisted with health related issues.
- Educate employees both in a group setting and individually.
- Provided weekly informational topics to GE employees.
- Assessed and treated injuries or chronic health problems.
- Provided on-site services for Concentra at various sites ranging from influenza vaccination clinics to health fair screenings.

Occupational Health Connections, Methuen, MA

Registered Nurse

May 2000 – December 2006

- Provided services ranging from on-site Occupational Health Nurse at various locations to providing education and screenings at corporate health fairs.

Education:

Hartwick College – Oneonta, NY Graduated – Bachelor of Science with a major in nursing

LYNNE C. AVERY

OBJECTIVE: Registered Nurse position related to Health Promotion or Population Health.

EDUCATION: BSN from the University of Vermont, Burlington, VT

Certifications: Basic Life Support (BLS)

Employment History:

- **Concord Hospital:**
 - **Employee Health Registered Nurse:** 8/2021 – Current
 - **Per Diem Nurse/Covid Vaccine Nurse/Covid Testing Nurse:** 1/2021 – 8/2021
 - **Center for Health Promotion:** 9/2006 – 1/2021:
- Health promotion RN working with individuals and groups, to support weight loss, healthy lifestyles, and general wellness. Responsibilities required collaboration with The Center for Health Promotion coworkers, other Concord Hospital departments as well as other agencies within the Concord area.
- 2019: Introduced the evidence based Walk with Ease at The Center for Health Promotion and the Concord Parks and Recreation department.
- 2018: Anticancer Lifestyle Foundation: Subject matter expert for activity in developing a new online program, focusing on creating an environment that has the potential to decrease an individual's risk for cancer.
- 2015: Worked with other members of the Center for Health Promotion and Diabetes Education department staff to offer the NDPP program, first to Concord Hospital employees and then to our community members.
- 2011: Collaborated with staff at the Payson Cancer Center to create The Anticancer Lifestyle program, which includes areas of focus including fitness, nutrition, change and environment to minimize cancer recurrence and improve survivorship.
- **Teaching experience includes:**
- **Bones and Balance:** Osteoporosis education and discussion.
- **Dietary Approaches to Stop Hypertension (DASH)** classes at The Center for Health Promotion and within the community.
- **CDC Preventing Diabetes Program:** Co-facilitated the yearlong program with team dietitians and received accreditation for meeting the CDC requirements for weight loss and attendance.
- **Simple strength for Seniors** classes twice a week at the Center for Health Promotion
- **Better Choices/Better Health :** Evidence based Stanford University's
- **Movement Support:** Created a class for participants with Multiple Sclerosis.
- **Other Responsibilities:**
- **Flu Ambassador,** through Concord Hospital's Employee Health department
- **Anti-Cancer Lifestyle Program:** subject matter expert re: physical activity working with a multi- disciplinary team, encouraging healthy lifestyle changes for cancer survivors.
- **Blood Pressure Clinics** for Concord Hospital employees at the South Main Street location.
- **Biometric Data collection** for weight loss programs.
- **Seniors Strong & Savvy:** Collaborated with Rehab Services to offer monthly falls risk screening sessions.
- **Occupational Health Department** per diem position

Dartmouth Hitchcock Clinic Concord: Nurse support Center and Anticoagulation clinic nurse 11/1999 – 5/2003

Concord Hospital: 12/97-10/99; Staff nurse in the Emergency Department.

Falmouth Hospital, Falmouth, MA: 3/93 - 7/95; Emergency Department nurse

EXPERIENCE

Medical Assistant, Occupational and Employee Health Services, Concord Hospital,

Concord, NH – September 2020 – present.

- Performed general office duties, such as answering telephones, taking dictation and completing insurance forms.
- Scheduled appointments for patients.
- Performed routine laboratory tests and sample analyses.
- Contacted medical facilities or departments to schedule patients for test or admission.
- Operated x-ray, electrocardiogram (EKG), and other equipment to administer routine diagnostic tests.
- Collected blood, tissue, and other laboratory specimens, logged specimens, and prepared them for testing.
- Prepared treatment rooms for patient examinations, kept rooms neat and clean.
- Documented medical data in patient charts, facilitating accurate records.
- Assisted physicians and nursing personnel with injections, phlebotomy, and other patient care procedures.

Medical Assistant, LRGHealthcare, Laconia, NH – January 2019 – September 2020.

Emergency Department Technician, LRGHealthcare, Laconia, NH – May 2007 – December 2018.

EDUCATION

Moultonborough Academy, Moultonborough, NH – High School Diploma – June 1998

CERTIFICATIONS

- Medical Assistant
- NIOSH
- COHC
- LNA

Heidi Chamberlain

To progressively develop and refine my skills in new ways. Obtaining a challenging position will expand upon my current knowledge, and allow me to utilize my existing skills in a new and exciting industry.

Work Experience

Employee Health

Concord Hospital-Concord, NH

2020-Present

Patient Care Coordinator

Make appointments for all new employees

Answer all incoming phones

Make new hire packets

Filing

Order all supplies

Data entry

Check all demographics at check in

Call Center Representative

Concord Hospital - Concord, NH

2017 to 2020

Answering all incoming calls to the hospital

Overhead all codes

Answering service for all CHMG offices

Secretary/Receptionist

LRGHeathcare - Laconia, NH

2010 to 2015

Review all demographics with patient

Enter insurance information

Scheduling

Retrieve medical records

Answering incoming phone calls

Caring for Women

Secretary/Receptionist

Review all demographics with patient

Enter insurance information
Scheduling
Retrieve medical records
Answering incoming phone calls

Belknap Family Healthcare
Secretary/Receptionist
Review all demographics with patient
Enter insurance information
Scheduling
Retrieve medical records
Answering incoming phone calls

Secretary/Receptionist

Genesis Behavioral health - Laconia, NH
2008 to 2010
Screening of new Patients
Scheduling
Answering incoming phone calls
Retrieve medical records
Check in all child impact
Enter new client demographics

Registrar II/ Emergency department

LRGHeathcare - Laconia, NH
2005 to 2008
Laconia, NH 2005-2008

Registrar II/ Emergency department
Phone support
Coordinate room and bed assignment
Retrieve medical records
Interview Patients to obtain medical information
Enter corrections, additions or modifications to room assignments
Data entry
Phone support
Coordinate helicopter transfers

Education

Winnisquam Regional High 1995

OBJECTIVE

To obtain a position in an office setting that allows me to show the dedication, motivation, and skills that I have to offer.

EDUCATION

Lakes Region Community College – Laconia, NH

A.A.S Office Technology management – Concentration in Medical Office Assistant

Awards: Graduated with High Honors, Certified DOT Urine Collector and Breath Alcohol Testing

EXPERIENCE

Concord Hospital – Concord, NH

August 2019 – Present

Patient Care Coordinator

- Communicating clinical information between provider, patients and insurance adjusters
- Entering daily billing charges and communicating with patients and customers regarding accounts.
- Retrieving and preparing documents to be sent electronically for additional care.

LRGHealthcare – Laconia, NH

November 2019 – August 2019

Workers' Compensation Liaison/OHS Billing Specialist

- Convey confidential information between various individuals.
- Collecting, documenting and sending Personal health Information Workers' Compensation Adjusters/Specialists
- Entering daily billing charges and communicating with patients regarding accounts receivable, troubleshooting and discrepancies with charges, payments and adjustments.
- Collecting demographics and entering data into Cerner (Electronic Medical Record)
- Scheduling patients for future appointments as well as further testing.

Concord Hospital – Concord, NH

August 2019 – Present

Inventory Control Associate

- Create and distribute memos for team leaders, supervisors, and executives.
- Conduct audits: analyze and address variances; coordinate quarterly with outside auditors.
- Cross-trained within and outside departments to cover for extended absences.
- Orient new hires to business operation: train new department hires.
- Assist with protocol for Quality Inspection Associates.

SKILLS

- Adapt at communicating with the public in stressful situations.
- Ability to prioritize work tasks when given multiple projects
- Experience function effectively on time sensitive, high-level projects.

Concord Hospital, Inc.

250 Pleasant Street
Concord, NH 03301
603-227-7000

Key Personnel and Salaries

Name	Job Title	FTE	Salary
Paul F. Racicot, MD	Medical Director, Occupational & Employee Health	.5	\$123,500.00
Shaney Blais	Practice Manager, Occupational & Employee Health	1.0	\$78,030.00
Jennifer Bobolia, APRN	Occupational Health Advanced Provider	.5	\$61,937.00
Sara Joncas, APRN	Occupational Health Advanced Provider	.75	\$86,940.00
Tijunna Aldridge, RN	Practice Clinical Resource Nurse	1.0	\$81,120.00
Angela Andrews, RN	Registered Nurse	.5	\$40,404.00
Lynn Avery, RN	Registered Nurse	.6	\$46,134.00
Stacey Shannon, MA	Medical Assistant	1.0	\$44,970.00
Heidi Chamberlain	Practice Patient Care Coordinator	1.0	\$41,600.00
Sonja Maley	Practice Patient Care Coordinator	1.0	\$40,186.00