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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

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



Nicholas A. Toumpas
Commissioner

José Thier Montero
Director

June 12, 2013

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

5.17% Fed
94.83% general

REQUESTED ACTION

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

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

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

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

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

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

EXPLANATION

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

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

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

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

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

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

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

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and the Honorable Council
June 12, 2013
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management, poison prevention, and emergency management. Each reviewer was selected for the specific skill set they possess and their experience. Their decision followed a thorough discussion of the strengths and weaknesses of the proposal. The final decision was made by taking an average of all reviewers' scores. The Bid Summary is attached.

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

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

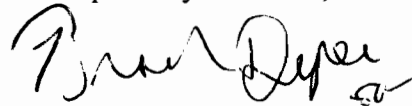
- Increase to 90% of call cases managed at home of children under six years of age.
- The Contractor will respond to the Department of Health and Human Service notification alerts sent during quarterly drills within 30 minutes 100 percent of the time.

Area served: Statewide.

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

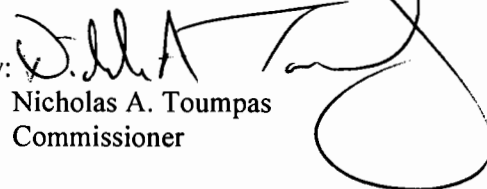
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



José Thier Montero, MD
Director

Approved by:



Nicholas A. Toumpas
Commissioner

JTM/RS/sc

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

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

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

RFP Reviewers

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

Subject: Poison Control Center Services

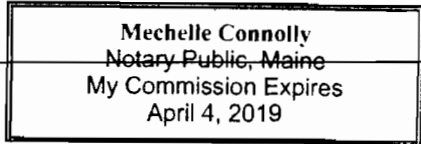
AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services Division of Public Health Services		1.2 State Agency Address 29 Hazen Drive Concord, NH 03301-6504	
1.3 Contractor Name MaineHealth		1.4 Contractor Address 110 Free Street Portland, Maine 04101	
1.5 Contractor Phone Number 207-662-7221	1.6 Account Number 05-95-90-902010-1228-102-500731 05-95-90-902510-5171-102-500731	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$1,107,000
1.9 Contracting Officer for State Agency Lisa L. Bujno, MSN, APRN Bureau Chief		1.10 State Agency Telephone Number 603-271-4501	
1.11 Contractor Signature <i>Francis G. McGinty</i>		1.12 Name and Title of Contractor Signatory <i>FRANCIS G. MCGINTY EVP, TREASURER</i>	
1.13 Acknowledgement: State of <i>ME</i> County of <i>Cumberland</i> On <i>5/21/13</i> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <i>Mechelle Connolly</i> [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace <i>mechelle Connolly</i>			
1.14 State Agency Signature <i>Bruce Dyer</i>		1.15 Name and Title of State Agency Signatory <i>Bruce Dyer</i> Lisa L. Bujno, Bureau Chief	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <i>James Henrich</i> <i>James P. Henrich Attorney</i> On: <i>17 Jun. 2013</i>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			



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

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

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

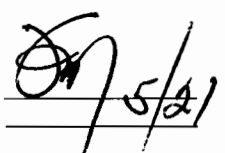
5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement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

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

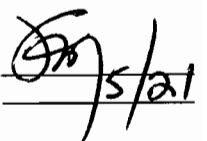
20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

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

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

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

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

Handwritten signature and date: 5/21

NH Department of Health and Human Services

Exhibit A

Scope of Services

Poison Control Center Services

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

CONTRACTOR NAME: MaineHealth

ADDRESS: 110 Free Street
Portland, Maine 04101

Director: Karen Simone

TELEPHONE: 207-662-7221

The Contractor shall:

I. General Provisions

A) Relevant Policies and Guidelines

1. The Contractor shall operate a poison center that meets the certification criteria established by the American Association of Poison Control Centers.
2. The Contractor shall adhere to the Health Insurance Portability and Accountability Act requirements to maintain the confidentiality of protected health information provided by individuals who contact the poison control center.

B) State and Federal Laws

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

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

C) Publications Funded Under Contract

1. The Division of Public Health Services and/or its funders will retain COPYRIGHT ownership for any and all original materials produced with the Division of Public Health Services contract funding, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports.
2. All documents (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from the Division of Public Health Services before printing, production, distribution, or use.
3. The Contractor shall credit the Division of Public Health Services on all materials produced under this contract following the instructions outlined in Exhibit C1 (5).

D) Culturally and Linguistically Appropriate Standards of Care

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

1. Assess the ethnic/cultural needs, resources and assets of their community.
2. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.
3. Provide clients of limited English proficiency Language Efficiency and Proficiency with interpretation services. Persons of Language Efficiency and Proficiency are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provided to them without language assistance.
4. Offer consumers a forum through which clients have the opportunity to provide feedback to providers and organizations regarding cultural and linguistic issues that may deserve response.
5. The contractor shall maintain a program policy that sets forth compliance with Title VI, Language Efficiency and Proficiency Citation 45 CFR 80.3(b) (2). The policy shall describe the way in which the items listed above were addressed and shall indicate the circumstances in which interpretation services are provided and the method of providing service (e.g. trained interpreter, staff person who speaks the language of the client, language line).


E) Subcontractors

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

II. Minimal Standards of Core Services

A) Service Requirements

1. The Contractor shall provide a full time (24 hours) hotline service, utilizing the national toll free call number, 1-800-222-1222 (established by the American Association of Poison Control Centers). This hotline will answer calls for both the lay public and healthcare professionals on poisoning emergencies and basic poison prevention non-emergencies.
2. The Contractor shall participate in and submit data to the National Poison Data System, a real-time surveillance system.
3. With respect to bioterrorism and public health emergency response planning, the Contractor shall:
 - a) Provide call-surge backup when requested by the Division of Public Health Services.
 - b) Collaborate with the Division of Public Health Services to identify and share surveillance data gleaned from poison control center activities that may serve as early warning data for public health threats and emergencies.


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- c) Provide ongoing education, including emergency preparedness and response training, as requested.
 - d) Participate, as requested, in the New Hampshire Health Alert Network notifications for both drills and actual events.
4. Coordinate education activities and strategies with the Division of Public Health Services' Injury Prevention Program, including participating as a member of the Injury Prevention Advisory Council. The Poison Educator shall be physically located within the Injury Prevention Program.
 5. The Contractor will maintain a statewide inventory of the location and ability for mobilization of poison antidotes.

B) Staffing Provisions

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

1. New Hires

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

2. Vacancies

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

C) Meetings and Trainings

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

III. Quality or Performance Improvement (QI/PI)

A) Data and reporting requirements

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

B) On-site reviews

1. The Contractor shall allow a team or person authorized by the Maternal and Child Health Section to periodically review the contractor's systems of governance, administration, data collection and submission, programmatic, and financial management in order to assure systems are adequate to provide the contracted services.
2. The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this exhibit.

NH Department of Health and Human Services

Exhibit B

Purchase of Services
Contract Price

Poison Control Center Services

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

CONTRACTOR NAME: MaineHealth

ADDRESS: 110 Free Street
Portland, Maine 04101

Director: Karen Simone

TELEPHONE: 207-662-7221

Vendor #153202-B001

Job #90001228
#90077021

Appropriation #05-95-90-902010-1228-102-500731
#05-95-90-902510-5171-102-500731

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

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


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

TOTAL: \$1,107,000

2. The Contractor agrees to use and apply all contract funds from the State for direct and indirect costs and expenses including, but not limited to, personnel costs and operating expenses related to the Services, as detailed in the attached budgets. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. The Contractor agrees not to use or apply such funds for capital additions or improvements, entertainment costs, or any other costs not approved by the State.
3. This is a cost-reimbursement contract based on an approved budget for the contract period. Reimbursement shall be made monthly based on actual costs incurred during the previous month.
4. Invoices shall be submitted by the Contractor to the State in a form satisfactory to the State for each of the Service category budgets. Said invoices shall be submitted within twenty (20) working days following the end of the month during which the contract activities were completed, and the final invoice shall be due to the State no later than sixty (60) days after the contract Completion Date. Said invoice shall contain a description of all allowable costs and expenses incurred by the Contractor during the contract period.
5. Payment will be made by the State agency subsequent to approval of the submitted invoice and if sufficient funds are available in the Service category budget line items submitted by the Contractor to cover the costs and expenses incurred in the performances of the services.

Contractor Initials:

Date:


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6. The Contractor may amend the contract budget for any Service category through line item increases, decreases, or the creation of new line items provided these amendments do not exceed the contract price for that particular Service category. Such amendments shall only be made upon written request to and written approval by the State. Budget revisions will not be accepted after June 20th of each contract year.
7. The Contractor shall have written authorization from the State prior to using contract funds to purchase any equipment with a cost in excess of three hundred dollars (\$300) and with a useful life beyond one year.

The remainder of this page is intentionally left blank.

Contractor Initials: _____

Date: _____

DM

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NH Department of Health and Human Services

Exhibit C

SPECIAL PROVISIONS

1. **Contractors Obligations:** The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:
2. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
3. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
4. **Documentation:** In addition to the determination forms, required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
5. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
6. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
7. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
8. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party fundors for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party fundors, the Department may elect to:

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

Contractor Initials: 

Date: 

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14.1 The preparation of this (report, document, etc.), was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, Division of Public Health Services, with funds provided in part or in whole by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

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

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

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

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

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

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

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

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

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

17. **Renewal:**

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

18. **Authority to Adjust**

Notwithstanding paragraph 18 of the P-37 and Exhibit B, Paragraph 1 Funding Source(s), to adjust funding from one source of funds to another source of funds that are identified in the Exhibit B Paragraph 1 and within the price limitation, and to adjust amounts if needed and justified between State Fiscal Years and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Council.


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

4. CONDITIONAL NATURE OF AGREEMENT.

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

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

- 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
- 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
- 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
- 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
- 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

Contractor Initials: 
Date: 5/21

SPECIAL PROVISIONS – DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

Contractor Initials: DM
Date: 5/21

NH Department of Health and Human Services

Standard Exhibit D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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


ALTERNATIVE I – FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

Contractor Initials: 
Date: 5/21

NH Department of Health and Human Services

Standard Exhibit E

CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

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

Programs (indicate applicable program covered):

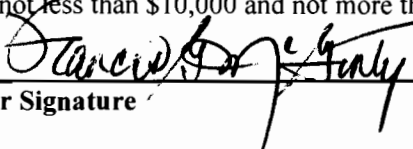
- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

Contract Period: 7/1/13 or date of G&C Approval, whichever is later, through 6/30/15

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
- (2) If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions, attached and identified as Standard Exhibit E-I.
- (3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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


EXECUTIVE VICE PRESIDENT + TREASURER

 Contractor Signature Contractor's Representative Title

 MaineHealth MMJ 21, 2013
 Contractor Name Date

NH Department of Health and Human Services

Standard Exhibit F

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS**

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

Instructions for Certification

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

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

PRIMARY COVERED TRANSACTIONS

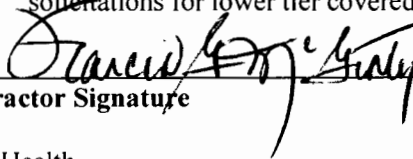
1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b.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

Lower Tier Covered Transactions

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

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

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


EXECUTIVE VICE PRESIDENT + TREASURER
 Contractor Signature Contractor's Representative Title

 MaineHealth MAY 21, 2013
 Contractor Name Date

NH Department of Health and Human Services

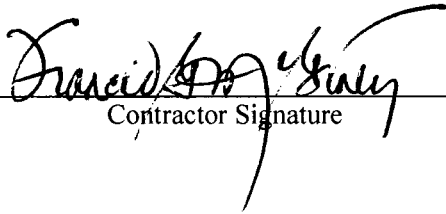
STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

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

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.



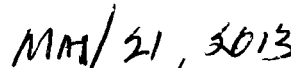
Contractor Signature



Contractor's Representative Title

MaineHealth

Contractor Name



Date

NH Department of Health and Human Services

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

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

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.


- l. “Required by Law” shall have the same meaning as the term “required by law” in 45 CFR Section 164.501.
- m. “Secretary” shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. “Unsecured Protected Health Information” means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.
- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec.13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.
- c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

Contractor Initials: 
Date: 5/21

- h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) **Termination for Cause**

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

(6) **Miscellaneous**

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.
- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

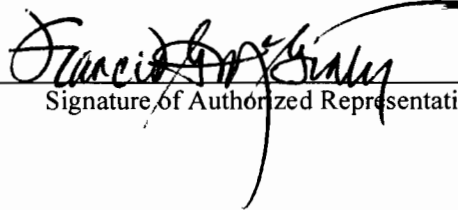
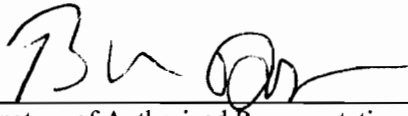
IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

DIVISION OF PUBLIC HEALTH SERVICES

MAINEHEALTH

The State Agency Name

Name of Contractor



Signature of Authorized Representative

Signature of Authorized Representative

Lisa L. Bujno

Francis G. McGinty

LISA L. BUJNO, MSN, APRN

Name of Authorized Representative

Name of Authorized Representative

BUREAU CHIEF

EVP and Treasurer

Title of Authorized Representative

Title of Authorized Representative

6/20/13

May 21, 2013

Date

Date

NH Department of Health and Human Services

STANDARD EXHIBIT J

**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND
TRANSPARENCY ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

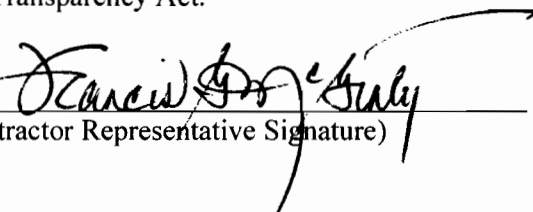
In accordance with 2 CFR Part 170 (*Reporting Sub-award and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any sub-award or contract award subject to the FFATA reporting requirements:

- 1) Name of entity
- 2) Amount of award
- 3) Funding agency
- 4) NAICS code for contracts / CFDA program number for grants
- 5) Program source
- 6) Award title descriptive of the purpose of the funding action
- 7) Location of the entity
- 8) Principle place of performance
- 9) Unique identifier of the entity (DUNS #)
- 10) Total compensation and names of the top five executives if:
 - a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - b. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (*Reporting Sub-award and Executive Compensation Information*), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.


(Contractor Representative Signature)

Francis G. McGinty, EVP + TREASURER
(Authorized Contractor Representative Name & Title)

MaineHealth
(Contractor Name)

MAY 21, 2013
(Date)

NH Department of Health and Human Services

STANDARD EXHIBIT J

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 858582372

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements?

NO YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Contractor Initials: DM
Date: 5/21

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that MaineHealth, doing business in New Hampshire as Northern New England Poison Center, a(n) Maine nonprofit corporation, registered to do business in New Hampshire on February 21, 2008. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 15th day of May, A.D. 2013

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

William M. Gardner
Secretary of State

NEW HAMPSHIRE

Corporation Division

Search
 By Business Name
 By Business ID
 By Registered Agent
 Annual Report
 File Online

Date: 6/18/2013

Filed Documents

(Annual Report History, View Images, etc.)

Business Name History

Name	Name Type
Northern New England Poison Center	Legal
MaineHealth	Home State

Non-Profit Corporation - Foreign - Information

Business ID: 591877
Status: Good Standing
Entity Creation Date: 2/21/2008
State of Business.: ME
Principal Office Address: 110 Free Street
 Portland ME 04101
Principal Mailing Address: 110 Free Street
 Portland ME 04101
Expiration Date: Perpetual
Last Annual Report Filed Date: 12/29/2010
Last Annual Report Filed: 2010

Registered Agent

Agent Name: C T Corporation System
Office Address: 9 Capitol Street
 Concord NH 03301

Mailing Address:

Important Note: The status reflected for each entity on this website only refers to the status of the entity's filing requirements with this office. It does not necessarily reflect the disciplinary status of the entity with any state agency. Requests for disciplinary information should be directed to agencies with licensing or other regulatory authority over the entity.

STATE OF NEW HAMPSHIRE

CERTIFICATE OF AUTHORIZATION

I, Donald E. Quigley, Assistant Secretary of MaineHealth, a Maine nonprofit corporation, do hereby certify that:

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

<u>NAME</u>	<u>OFFICE</u>
William L. Caron, Jr.	President
Francis G. McGinty	Executive Vice President and Treasurer

Section 6-6 of the Bylaws provide the following:

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Corporation this 21th day of May, 2013.



Donald E. Quigley, Assistant Secretary

STATE OF MAINE
CUMBERLAND, SS

2013
May ~~21~~, 2013
me 01/3/13

Personally appeared the above named Donald E. Quigley, Assistant Secretary of MaineHealth as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said MaineHealth.

Before me

Mechelle Connolly
Notary Public/~~Attorney at Law~~
Print Name: *Mechelle Connolly*
Commission Expires:

| H:\LEGAL\shared\FORMS\Certificate of Authorization.doc

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

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
05/16/2013

PRODUCER
MEDICAL MUTUAL INS. CO. OF MAINE
ONE CITY CENTER, PO BOX 15275
PORTLAND, ME 04112-5275

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
MAINEHEALTH
110 FREE STREET
PORTLAND, ME 04101

INSURERS AFFORDING COVERAGE		NAIC#
INSURER A:	MEDICAL MUTUAL INS CO OF ME	
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES
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 POLICES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	APPT INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	ME CHL 000363	10/01/2012	10/01/2013	EACH OCCURRENCE	\$ 2,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 4,000,000
						GENERAL AGGREGATE	\$ 4,000,000
						PRODUCTS - COM/PROP AGG	\$ 4,000,000
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
		WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS	OTHER
						EL EACH ACCIDENT	\$
						EL DISEASE - EA EMPLOYEE	\$
						EL DISEASE - POLICY LIMIT	\$
		OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 IT IS HEREBY AGREED AND UNDERSTOOD THAT NORTHERN NEW ENGLAND POISON CENTER OF MAINEHEALTH IS COVERED AS AN ADDITIONAL INSURED UNDER THE ABOVE DESCRIBED POLICY.

CERTIFICATE HOLDER

 THE DIRECTOR, DIV OF PUBLIC HEALTH SVCS, NH
 DHHS
 29 HAZEN DRIVE
 CONCORD, NH 03301-6504

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
 AUTHORIZED REPRESENTATIVE
Terrence J. Sheehan, M.D., PRESIDENT

**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)
5/17/2013

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

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

PRODUCER Willis of Northern New England, Inc. c/o 26 Century Blvd. P.O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME: certificates@willis.com
	PHONE (A/C, No, Ext): (877) 945-7378 FAX (A/C, No): (888) 467-2378
	E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE
	INSURER A: First Maine Captive, Inc.
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

INSURED: **MaineHealth
c/o Ally Keppel
110 Free Street
Portland, ME 04101**

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (PER ACCIDENT) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			1-2013	1/1/2013	1/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

The Director, Div. of Public Health Svcs, NH DHHS
29 Hazen Drive
Concord, NH 03301-6504

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

Willie B. McKechnie

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MaineHealth and Subsidiaries

Consolidated Financial Statements as of and
for the Years Ended September 30, 2012 and 2011,
Supplemental Consolidating Information as of and
for the Year Ended September 30, 2012, and
Independent Auditors' Report



Deloitte & Touche LLP
200 Berkeley Street
Boston, MA 02116
USA

Tel: +1 617 437 2000
Fax: +1 617 437 2111
www.deloitte.com

INDEPENDENT AUDITORS' REPORT

To the Board of Trustees
of MaineHealth, Inc.
Portland, Maine

We have audited the accompanying consolidated balance sheets of MaineHealth and subsidiaries ("MaineHealth") as of September 30, 2012 and 2011, and the related consolidated statements of operations, changes in net assets, and cash flows for the years then ended. These consolidated financial statements are the responsibility of MaineHealth's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We did not audit the 2012 and 2011 financial statements of Southern Maine Medical Center; Pen Bay Healthcare; Lincoln County Health Care, Inc.; Waldo County Healthcare, Inc.; Maine Mental Health Partners; Western Maine Health Care Corporation; or HomeHealth -Visiting Nurses of Southern Maine (collectively, the "Other Consolidated Subsidiaries"), which statements reflect total assets constituting 30% of consolidated total assets as of September 30, 2012 and 2011, respectively, and total revenues constituting 38% and 39%, respectively, of consolidated total revenues for the years then ended. Those statements were audited by other auditors whose reports have been furnished to us, and our opinion, insofar as it relates to the 2012 and 2011 amounts included for the Other Consolidated Subsidiaries, is based solely on the reports of the other auditors.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement. An audit includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of MaineHealth's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the consolidated financial statements, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits and the reports of the other auditors provide a reasonable basis for our opinion.

In our opinion, based on our audits and the reports of the other auditors, such consolidated financial statements present fairly, in all material respects, the consolidated financial position of MaineHealth as of September 30, 2012 and 2011, and the consolidated results of its operations, changes in net assets, and cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

Our audits were conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The supplemental consolidating information on pages 40–43 is presented for the purpose of additional analysis of the consolidated financial statements rather than to present the financial position, results of operations, and cash flows of the individual entities, and is not a required part of the consolidated financial statements. This information is the responsibility of MaineHealth’s management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. Such information has been subjected to the auditing procedures applied in our audits of the consolidated financial statements and (as to the amounts included for the consolidated affiliates mentioned above) the reports of other auditors, and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, based on our audits and the reports of other auditors, such information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Deloitte & Touche LLP

February 8, 2013

MAINEHEALTH AND SUBSIDIARIES

CONSOLIDATED BALANCE SHEETS AS OF SEPTEMBER 30, 2012 AND 2011 (In thousands)

	2012	2011		2012	2011
ASSETS			LIABILITIES AND NET ASSETS		
CURRENT ASSETS:			CURRENT LIABILITIES:		
Cash and cash equivalents	\$ 61,629	\$ 57,930	Current portion of long-term debt	\$ 22,099	\$ 24,906
Investments	275,095	276,969	Accounts payable and other current liabilities	73,076	64,206
Patient accounts receivable — net	157,874	141,300	Accrued payroll, payroll taxes, and amounts withheld	50,592	41,570
Current portion of investments whose use is limited	30,094	30,028	Accrued earned time	37,536	35,988
Inventories, prepaid expenses, and other current assets	42,735	41,627	Accrued interest payable	1,507	955
Estimated amounts receivable under reimbursement regulations	5,258	3,823	Estimated amounts payable under reimbursement regulations	54,116	46,002
Total current assets	<u>572,685</u>	<u>551,677</u>	Self-insurance reserves	22,647	23,249
INVESTMENTS WHOSE USE IS LIMITED BY:			Deferred revenue	<u>3,315</u>	<u>2,946</u>
Debt agreements	8,573	8,027	Total current liabilities	264,888	239,822
Board designation	127,476	109,744	ACCRUED RETIREMENT BENEFITS	232,708	231,417
Self-insurance trust agreements	52,982	65,540	SELF-INSURANCE RESERVES	32,127	28,575
Specialty designated specific purpose funds	53,392	49,165	ESTIMATED AMOUNTS PAYABLE UNDER REIMBURSEMENT REGULATIONS	1,871	3,525
Plant replacement funds	19,364	16,153	LONG-TERM DEBT — Less current portion	252,230	269,115
Funds functioning as endowment funds	100,761	91,495	OTHER LIABILITIES	<u>45,974</u>	<u>42,488</u>
Pooled life income funds	<u>2,635</u>	<u>2,146</u>	Total liabilities	<u>829,798</u>	<u>814,942</u>
Less current portion	<u>365,183</u>	<u>342,270</u>	CONTINGENCIES (Note 18)		
PROPERTY, PLANT, AND EQUIPMENT — Net	30,094	30,028	NET ASSETS		
ESTIMATED AMOUNTS RECEIVABLE UNDER REIMBURSEMENT REGULATIONS	335,089	312,242	Unrestricted	934,121	901,183
PREPAID PENSION COSTS	844,868	808,964	Temporarily restricted	92,314	87,928
OTHER ASSETS	87,421	79,776	Permanently restricted	<u>56,748</u>	<u>50,609</u>
TOTAL	<u>\$ 1,912,981</u>	<u>\$ 1,854,662</u>	Total net assets	<u>1,083,183</u>	<u>1,039,720</u>
			TOTAL	<u>\$ 1,912,981</u>	<u>\$ 1,854,662</u>

See notes to consolidated financial statements

MAINEHEALTH AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF OPERATIONS FOR THE YEARS ENDED SEPTEMBER 30, 2012 AND 2011

(In thousands)

	2012	2011
UNRESTRICTED REVENUE AND OTHER SUPPORT:		
Net patient service revenue	\$1,529,647	\$1,450,360
Direct research revenue	13,493	17,832
Indirect research revenue	4,380	4,732
Other revenue	<u>114,734</u>	<u>91,696</u>
Total unrestricted revenue and other support	<u>1,662,254</u>	<u>1,564,620</u>
EXPENSES:		
Salaries	772,679	714,317
Employee benefits	204,537	200,926
Supplies	218,917	213,333
Professional fees and purchased services	151,134	135,412
Facility and other costs	80,843	70,865
State taxes	27,226	25,731
Interest	12,412	12,504
Depreciation and amortization	88,541	87,281
Provision for bad debts	<u>69,948</u>	<u>67,024</u>
Total expenses	<u>1,626,237</u>	<u>1,527,393</u>
INCOME FROM OPERATIONS	<u>36,017</u>	<u>37,227</u>
NONOPERATING GAINS (LOSSES):		
Gifts and donations	4,090	5,131
Interest and dividends	12,792	15,496
Recognized gain (loss) on cash flow hedge instruments	797	(5,008)
Equity in earnings of joint ventures	4,960	3,586
Contribution of net assets from acquired subsidiaries		87,947
Other	<u>1,020</u>	<u>(388)</u>
Total nonoperating gains — net	<u>23,659</u>	<u>106,764</u>
EXCESS OF REVENUE OVER EXPENSES BEFORE CHANGE IN FAIR VALUE OF INVESTMENTS	59,676	143,991
CHANGE IN FAIR VALUE OF INVESTMENTS	<u>24,239</u>	<u>(2,117)</u>
EXCESS OF REVENUE OVER EXPENSES	83,915	141,874
NET ASSETS RELEASED FROM RESTRICTIONS FOR PROPERTY, PLANT, AND EQUIPMENT	2,943	1,436
RETIREMENT BENEFIT PLAN ADJUSTMENTS	(53,504)	(50,741)
CHANGE IN NET UNREALIZED LOSS ON CASH FLOW HEDGE INSTRUMENTS	<u>(416)</u>	<u>(758)</u>
INCREASE IN UNRESTRICTED NET ASSETS	<u>\$ 32,938</u>	<u>\$ 91,811</u>

See notes to consolidated financial statements.

MAINEHEALTH AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CHANGES IN NET ASSETS FOR THE YEARS ENDED SEPTEMBER 30, 2012 AND 2011 (In thousands)

	2012	2011
UNRESTRICTED NET ASSETS:		
Excess of revenue over expenses	\$ 83,915	\$ 141,874
Net assets released from restrictions for property, plant, and equipment	2,943	1,436
Retirement benefit plan adjustments	(53,504)	(50,741)
Change in net unrealized loss on cash flow hedge instruments	<u>(416)</u>	<u>(758)</u>
Increase in unrestricted net assets	<u>32,938</u>	<u>91,811</u>
TEMPORARILY RESTRICTED NET ASSETS:		
Gifts and donations	4,163	4,271
Grant income		270
Interest and dividends	826	599
Realized and unrealized gains (losses) on investments	11,725	(2,481)
Change in present value of pooled life and charitable remainder trusts	(179)	(466)
Net assets released from restrictions for operations	(9,206)	(2,000)
Contribution of net assets from acquired subsidiaries		6,976
Net assets released from restrictions for property, plant, and equipment	<u>(2,943)</u>	<u>(1,436)</u>
Increase in temporarily restricted net assets	<u>4,386</u>	<u>5,733</u>
PERMANENTLY RESTRICTED NET ASSETS:		
Gifts and donations	1,754	604
Change in value of perpetual and beneficial interest trusts	4,385	(937)
Contribution of net assets from acquired subsidiaries		<u>7,299</u>
Increase in permanently restricted net assets	<u>6,139</u>	<u>6,966</u>
INCREASE IN NET ASSETS	43,463	104,510
NET ASSETS — Beginning of year	<u>1,039,720</u>	<u>935,210</u>
NET ASSETS — End of year	<u>\$ 1,083,183</u>	<u>\$ 1,039,720</u>

See notes to consolidated financial statements.

MAINEHEALTH AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS FOR THE YEARS ENDED SEPTEMBER 30, 2012 AND 2011

(In thousands)

	2012	2011
CASH FLOWS FROM OPERATING ACTIVITIES:		
Increase in net assets	\$ 43,463	\$ 104,510
Adjustments to reconcile increase in net assets to net cash provided by operating activities:		
Depreciation and amortization	88,802	87,541
Provision for bad debts	69,948	67,024
Accretion of bond discounts	19	28
Equity in earnings of joint ventures	(4,960)	(3,586)
Net realized and change in unrealized (gain) loss on investments	(35,964)	4,574
Net (gain) loss on cash flow hedge instruments	(381)	5,766
Loss (gain) on sale of fixed assets	157	(378)
Loss on extinguishment of debt	57	
Restricted contributions and investment income	(6,807)	(4,983)
Retirement benefit plan adjustments	53,504	50,741
Net assets of acquired affiliates (Note 1)		(102,219)
Increase (decrease) in cash resulting from a change in:		
Patient accounts receivable	(86,522)	(83,745)
Inventories, prepaid expenses, and other current assets	(1,108)	(13,540)
Other assets	2,548	1,818
Accounts payable and other current liabilities	21,536	4,467
Amounts (receivable) payable under reimbursement regulations	(2,620)	(40,095)
Self-insurance reserves	2,950	
Other liabilities	(10,334)	1,693
Net cash provided by operating activities	<u>134,288</u>	<u>79,616</u>
CASH FLOWS FROM INVESTING ACTIVITIES:		
Purchases of investments	(692,794)	(691,304)
Proceeds from sales of investments	707,719	718,305
Increase in other assets	(11,421)	(4,187)
Cash and cash equivalents of acquired affiliates (Note 1)		7,507
Distributions from joint ventures	4,400	2,500
Purchases of property, plant, and equipment	(125,547)	(109,134)
Proceeds from sale of fixed assets	628	1,441
Net cash used in investing activities	<u>(117,015)</u>	<u>(74,872)</u>
CASH FLOWS FROM FINANCING ACTIVITIES:		
Payments of long-term debt	(25,178)	(56,568)
Proceeds from issuance of long-term debt	4,459	45,759
Restricted contributions and investment income	7,435	5,344
Deferred financing costs paid	(290)	(62)
Net cash used in financing activities	<u>(13,574)</u>	<u>(5,527)</u>
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	3,699	(783)
CASH AND CASH EQUIVALENTS — Beginning of year	<u>57,930</u>	<u>58,713</u>
CASH AND CASH EQUIVALENTS — End of year	<u>\$ 61,629</u>	<u>\$ 57,930</u>
SUPPLEMENTAL INFORMATION:		
Interest paid on long-term indebtedness	<u>\$ 12,939</u>	<u>\$ 12,008</u>
Issuance of capital leases	<u>\$ 916</u>	<u>\$ 244</u>

See notes to consolidated financial statements.

MAINEHEALTH
Portland, Maine

BYLAWS

ARTICLE III

Mission and Purposes

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

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

Provided, however, that MaineHealth is organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of Maine Medical Center, Lincoln County Health Care, Inc. and its subsidiaries including Miles Memorial Hospital, St. Andrews Hospital and Cove's Edge, Western Maine Health Care Corporation and its subsidiaries including Stephens Memorial Hospital, HomeHealth Visiting Nurses of Southern Maine, NorDx, Geriatric Resource Network, Maine Mental Health Partners and its subsidiaries including Spring Harbor Hospital, Southern Maine Health Care and its subsidiaries including Southern Maine Medical Center and Goodall Hospital, Waldo County Health Care and its subsidiaries including Waldo County General Hospital, and Pen Bay Health Care and its subsidiaries including Pen Bay Medical Center, and their subsidiary and affiliated tax-exempt organizations and other tax-exempt subsidiary organizations of MaineHealth; including inpatient and outpatient health care facilities, long term care facilities, laboratories, home health care agencies, clinics, and other

medical, surgical, clinical and support facilities and programs, in the conduct of their charitable, scientific, and education functions.

To receive in trust or otherwise and from whatever source, and to administer gifts, legacies and devices, grants, and grants in aid, whether unrestricted or for specific purposes; to cooperate with, contribute to and support other organizations in promoting the purposes of this Corporation; and to do all things incidental to the foregoing.

MaineHealth

Board of Trustees 2013

<u>Name</u>	<u>Position/Company</u>	<u>Term Expires</u>
Kathryn Barber		2013
Sara Burns, Past Chair	President, Central Maine Power Company	2014
Steven Dobieski, MD	Intermed	2014
Christopher Emmons	President, Gorham Savings Bank	2013
Peter L. Haynes		2014
Richard A. Hull, III, Esq.	Hull Law Offices	2013
George S. Isaacson, Chair	Brann & Isaacson	2014
Michael F. Jones	Vice President, Camden National Bank	2014
Sandy Matheson	Executive Director, Maine Public Employers Retirement System	2015
Richard Penley		2014
Thomas J. Ryan, MD	MMP MaineHealth Cardiology	2013
Gina Quinn-Skillings, MD	SMMC Emergency Department	2015
David E. Warren	President, Tranzon LLC	2014

STAFF:

William L. Caron, Jr.
MaineHealth
President

Keith C. Jones
Verrill Dana
Secretary

Francis G. McGinty
Executive Vice President &
Treasurer

KEY ADMINISTRATIVE PERSONNEL

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

Agency Name: MaineHealth

Name of Bureau/Section: BPHCS, Maternal and Child Health

BUDGET PERIOD:	SFY 2014	7/1/13 - 6/30/14	
Name & Title Key Administrative Personnel	Annual Salary Of Key Administrative Personnel	Percentage of Salary Paid By Contract	Total Salary Amount Paid By Contract
Karen Simone, PharmD, DABAT, Director Northern New England Poison Control Center	\$140,415	4.60%	\$6,459.09
Tamas Peredy, MD, Physician Medical Director	\$267,191	4.30%	\$11,490.10
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			\$17,949.19

BUDGET PERIOD:	SFY 2015	7/1/14 - 6/30/15	
Name & Title Key Administrative Personnel	Annual Salary Of Key Administrative Personnel	Percentage of Salary Paid By Contract	Total Salary Amount Paid By Contract
Karen Simone, PharmD, DABAT, Director Poison Control Center	\$144,627	4.60%	\$6,652.84
Tamas Peredy, MD, Physician Medical Director	\$275,207	4.30%	\$11,835.06
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			\$18,487.90

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

CURRICULUM VITAE
Karen Simone, PharmD, DABAT, FAAC

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

EDUCATION

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

Medical School and/or Graduate School (for graduate degrees note field or discipline)
1994 *Doctor of Pharmacy* *University of Cincinnati*

POSTDOCTORAL TRAINING

Experiential

LICENSURE AND CERTIFICATION

Pharmacy:

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

Toxicology:

Diplomate of the American Board of Applied Toxicology
1998 – present *National/International*
Specialist in Poison Information, Certified by American Association of Poison Control Centers
1993 - 2000 *National*

Preparedness:

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

ACADEMIC APPOINTMENTS

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

HOSPITAL APPOINTMENTS

2000 – present, *Director, Northern New England Poison Center, Maine Medical Center*

1994 – 2000, *Manager/Clinical Coordinator of Drug and Poison Information Services, Cincinnati Drug & Poison Information Center, Cincinnati Children's Hospital Medical Center*

AWARDS AND HONORS

2012, *Advocacy in Action Award, New Futures*
2011, *Designation as a Fellow of the American Academy of Clinical Toxicology*
2009, *Award on behalf of the Northern New England Poison Center for Collaboration, Quality Service and Contribution to the Knowledge in the Field, presented at the 2009 International Symposium on Pharmaceuticals in the Home and Environment*
2008, *Dr. John Snow Epidemiological Contribution Award, 2008, Maine Health and Human Services, Public Health Division of Infectious Disease*

HOSPITAL, MEDICAL SCHOOL, OR UNIVERSITY COMMITTEE ASSIGNMENTS:

2006 – 2007: *Maine Medical Center Pain Committee*
2001 – 2005: *Maine Injury Prevention Committee at Maine Medical Center*

OTHER MAJOR COMMITTEE ASSIGNMENTS:

2012 – present: *President-Elect, American Academy of Clinical Toxicology*
2010 – present: *Member of the New Hampshire Injury Prevention Advisory Council*
2009 – present: *Government Affairs Committee, renamed Government Relations Committee, American Association of Poison Control Centers*
2008 – present: *Strategic National Stockpile Advisory Group, State of Maine*
2007 – present: *Fatality Reviewer, American Association of Poison Control Centers*
2006 - present: *Member of the Editorial Board, Clinical Toxicology, The Official Journal of the American Academy of Clinical Toxicology, European Association of Poisons Centres and Clinical Toxicologists, and American Association of Poison Control Centers*
2006 - present: *State of Maine Integrated Core Injury Prevention, Injury Community Planning Group*
2003 – present: *Community Epidemiology Surveillance Network, State of Maine*
2008 – 2012: *Secretary, American Academy of Clinical Toxicology*
2008 – 2012: *Mushroom Task Force, State of Maine*
2006 – 2011: *American Board of Applied Toxicology Web Ad Hoc Web Task Force*
2004 – 2011: *Secretary/Treasurer, American Board of Applied Toxicology (ABAT)*
2004 – 2010: *Benzodiazepine Study Group, Steering Committee*

PROFESSIONAL SOCIETIES

American Board of Applied Toxicology
American Association of Clinical Toxicologists
American Association of Poison Control Centers

OFFICE AND COMMITTEE ASSIGNMENTS IN PROFESSIONAL SOCIETIES

2012 – present, *American Academy of Clinical Toxicology, President-Elect*
2008 – 2012, *American Academy of Clinical Toxicology, Secretary*
2004 – 2011, *American Board of Applied Toxicology, Secretary/Treasurer*
2007 – 2009, *American Association of Poison Control Centers Co-Chair of the Managers' Committee*
2007 – 2008, *American Academy of Clinical Toxicology, Member of the Board of Trustees*

TAMAS R. PEREDY MD FACEP

Northern New England Poison Center, 22 Bramhall Street, Portland, ME 04102

Current Positions

ATTENDING EMERGENCY PHYSICIAN Maine Medical Center Portland ME	7/00 -
MEDICAL DIRECTOR Northern New England Poison Control Center Portland ME	12/06 -
PRESIDENT Medical Toxicology of Maine PA Freeport ME	03/06 -
MEDICAL DIRECTOR York County Center for Wound Healing and Hyperbaric Medicine Wells ME	1/11 -

Education

MEDICAL TOXICOLOGY FELLOWSHIP University of Connecticut Integrated Residencies Farmington CT	<i>completed 2005</i>
EMERGENCY MEDICINE RESIDENCY University of Connecticut Integrated Residencies Farmington CT	<i>completed 1996</i>
MEDICAL SCHOOL University of Vermont Burlington VT MD Degree	<i>completed 1993</i>
UNDERGRADUATE STUDIES University of Vermont Burlington VT BA Chemistry	<i>completed 1989</i>

Past (and other ongoing) Professional Experience

Part-time EMERGENCY PHYSICIAN Stephen's Memorial Hospital, Norway ME Mercy Hospital, Portland ME Downeast Community Hospital, Machias ME	<i>2003-present</i>
ATTENDING EMERGENCY PHYSICIAN Fletcher Allen Health Care, Burlington VT	<i>1999-2000</i>
Part-time EMERGENCY PHYSICIAN	<i>1999</i>

Central Vermont Hospital, Burlington VT	
ATTENDING EMERGENCY PHYSICIAN Hartford Hospital, Hartford CT	1996-99, 03-05
Part-time ATTENDING EMERGENCY PHYSICIAN John Dempsey Hospital (UConn Medical Center), Farmington CT	1996-99
Part-time EMERGENCY PHYSICIAN in Massachusetts Harrington Memorial Hospital, Southbridge MA	1995-1996

Licensure and Certifications

Diplomate, American College of Medical Toxicology (ACMT)	2008-
Fellow, American College of Emergency Physicians (ACEP)	2000 -
Diplomate, American Board of Emergency Medicine (ABEM)	1998 -
Diplomate, National Board of Medical Examiners (NBME)	1994 -
STATE MEDICAL LICENSES	
Maine	2000 - present
Vermont	1999 - 2000
Connecticut	1996 - 2000, 03-06
Massachusetts	1995 - 1997

CERTIFICATIONS

Toxicology and Disaster Medicine

Chemical Agents of Opportunity (CAO) Instructor, Course Director	2006
Advanced Hazmat Life Support (AHLS) Instructor, Course Director	2004, 2007
Medical Review Officer (MRO)	2005
Handling Radiation Emergencies (REAC/TS)	2004
<u>Emergency Medicine</u>	
Advanced Pediatric Life Support (APLS) Instructor, Course Director	1998 2002, 2004
Pediatric Advanced Life Support (PALS)	1994
Advanced Cardiac Life Support (ACLS)	1993, 1999, 2011
Advanced Trauma Life Support (ATLS)	1992, 2000, 2001

Academic Appointments

ASSISTANT PROFESSOR OF SURGERY Department of Emergency Medicine Tufts University School of Medicine	2009-
ASSISTANT PROFESSOR OF SURGERY Department of Surgery, Division of Emergency Medicine University of Vermont, School of Medicine Burlington, VT	1999 - 2009

BUDGET FORM

**New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

Bidder/Program Name: MaineHealth

Budget Request for: Poison Control Center Services

(Name of RFP)

July 1, 2013 or the date of G&C approval,
Budget Period: whichever is later, through June 30, 2014

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$17,949.19	\$ 1,306.70	\$ 19,255.89	Total Indirect Costs/Direct Cost Base
2. Employee Benefits	\$ 3,051.29	\$ 222.13	\$ 3,273.42	Total Indirect Costs/Direct Cost Base
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ 5,400.00	\$ 393.12	\$ 5,793.12	Total Indirect Costs/Direct Cost Base
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ 3,490.00	\$ 254.07	\$ 3,744.07	Total Indirect Costs/Direct Cost Base
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ 1,000.00	\$ 72.80	\$ 1,072.80	Total Indirect Costs/Direct Cost Base
6. Travel	\$ 3,500.00	\$ 254.80	\$ 3,754.80	Total Indirect Costs/Direct Cost Base
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ 1,200.00	\$ 87.36	\$ 1,287.36	Total Indirect Costs/Direct Cost Base
Postage	\$ 1,000.00	\$ 72.80	\$ 1,072.80	Total Indirect Costs/Direct Cost Base
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$508,881.74	\$ -	\$ 508,881.74	
13. Other (specific details mandatory):	\$ 5,000.00	\$ 364.00	\$ 5,364.00	Total Indirect Costs/Direct Cost Base
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 550,472.22	\$ 3,027.79	\$ 553,500.00	

Indirect As A Percent of Direct

0.6%

MaineHealth uses the Simplified Allocation Method which uses the Total Agency wide Indirect Costs divided by the Agency wide Distribution base to arrive at a rate of 7.28%

For DPHS use only

Maximum Funds Available - (DPHS program to enter total funds available)	\$ 553,500.00
Reconciliation - (this line must be equal to or greater than \$0)	\$ (0.00)

BUDGET FORM

**New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

Bidder/Program Name: MaineHealth

Budget Request for: Poison Control Center Services

(Name of RFP)

Budget Period: July 1, 2014 - June 30, 2015

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$18,487.90	\$ 1,345.92	\$ 19,833.82	Total Indirect Costs/Direct Cost Base
2. Employee Benefits	\$ 3,142.83	\$ 228.80	\$ 3,371.62	Total Indirect Costs/Direct Cost Base
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ 2,990.00	\$ 217.67	\$ 3,207.67	Total Indirect Costs/Direct Cost Base
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ 1,000.00	\$ 72.80	\$ 1,072.80	Total Indirect Costs/Direct Cost Base
6. Travel	\$ 3,300.00	\$ 240.24	\$ 3,540.24	Total Indirect Costs/Direct Cost Base
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ 1,200.00	\$ 87.36	\$ 1,287.36	Total Indirect Costs/Direct Cost Base
Postage	\$ 919.00	\$ 66.90	\$ 985.90	Total Indirect Costs/Direct Cost Base
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ 520,200.59	\$ -	\$ 520,200.59	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 551,240.31	\$ 2,259.69	\$ 553,500.00	

Indirect As A Percent of Direct

0.4%

MaineHealth uses the Simplified Allocation Method which uses the Total Agency wide Indirect Costs divided by the Agency wide Distribution base to arrive at a rate of 7.28%

For DPHS use only

Maximum Funds Available - (DPHS program to enter total funds available)	\$ 553,500.00
Reconciliation - (this line must be equal to or greater than \$0)	\$ (0.00)