

SMC

AV 86



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6527
603-271-4493 1-800-852-3345 Ext. 4493
Fax: 603-271-0545 TDD Access: 1-800-735-2964



Nicholas A. Toumpas
Commissioner

José Thier Montero
Director

May 21, 2014

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to exercise a contract renew and amend option with Dartmouth Hitchcock Clinic., Purchase Order #1025519, Vendor # 177651-B001, 1 Medical Center Drive, Lebanon, NH 03756, by increasing the Price Limitation by \$300,000 from \$300,000 to \$600,000 to provide comprehensive risk counseling services for at-risk Human Immunodeficiency Virus positive and negative individuals and to collect aggregate level data relating to Human Immunodeficiency Virus screening of pregnant women during pregnancy at all labor and delivery hospitals in New Hampshire, and extend the Completion Date from June 30, 2014 to June 30, 2016, effective July 1, 2014 or the date of Governor and Council approval, whichever is later. This agreement was originally approved by Governor and Council on August 8, 2012, Item #45.

65% Federal Funds / 35% Other Funds

Funds are available in the following accounts for SFY 2015, and are anticipated to be available in SFY 2016, upon the availability and continued appropriation of funds in the future operating budget, 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.

05-95-90-902510-5189 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, HIV/AIDS PREVENTION

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2013	102-500734	Social Services Contract	90024000	150,000	0	150,000
SFY 2014	102-500734	Social Services Contract	90024000	150,000	0	150,000
SFY 2015	102-500731	Contracts for Prog Svc	90024000	0	97,500	97,500
SFY 2016	102-500731	Contracts for Prog Svc	90024000	0	97,500	97,500
			Sub Total	\$300,000	\$195,000	\$495,000

05-95-90-902510-2229 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, PHARMACEUTICAL REBATES

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2015	102-500731	Contracts for Prog Svc	90024602	0	52,500	52,500
SFY 2016	102-500731	Contracts for Prog Svc	90024602	0	52,500	52,500
			Sub Total	\$0	\$105,000	\$105,000
			Total	\$300,000	\$300,000	\$600,000

EXPLANATION

Funds in this extended agreement will be used to support the provision of Human Immunodeficiency Virus services in two program areas:

- Comprehensive risk counseling services to Human Immunodeficiency Virus positive and negative individuals who engage in behaviors that put them at increased risk of transmitting or acquiring HIV infection. Comprehensive risk counseling is a three to twelve session intensive, individual-level intervention designed to assist clients in adopting behaviors that eliminate or reduce their risk of transmitting or acquiring the virus.
- Collection of aggregate level data relating to Human Immunodeficiency Virus screening of pregnant women at all labor and delivery hospitals in New Hampshire to determine and improve testing rates. The Centers for Disease Control recommends that all pregnant women be screened for HIV as part of routine prenatal care.

Human Immunodeficiency Virus continues to be a major public health problem in the United States with approximately 57,000 new cases annually. Here in New Hampshire, approximately 60 new infections are reported annually. As is true in the United States, New Hampshire has experienced a relatively steady number of new infections. As highly effective medical treatment enables those who have acquired the virus to live longer and healthier lives, the number of individuals living with this infection is steadily increasing, with close to 1,300 individuals in New Hampshire living with this virus as of December 2012. With no vaccine or cure available in the near future, the most effective and efficient way to slow the spread of the Human Immunodeficiency Virus is through targeted prevention activities.

Should Governor and Executive Council not authorize this request many individuals infected with the Human Immunodeficiency Virus and those at-increased risk of contracting this virus, may not receive the screening and/or counseling they need. This may result in an increased number of new infections creating a higher burden of disease and greater public health threat in New Hampshire.

The Dartmouth Hitchcock Clinic was selected for this project through a competitive bid process. The Request for Proposals was posted on the Department of Health and Human Services web site from December 15, 2011 through January 3, 2012. Notification was sent to agencies that provide this type of service throughout the state and a bidder's conference was held on December 21, 2011 to provide in-depth information to potential applicants.

One proposal was submitted in response to the Request for Proposals. Two Department of Health and Human Services reviewers evaluated the proposal received. The reviewers were chosen because they have between three to eight years experience managing agreements with vendors for various public health programs. Areas of specific expertise include Human Immunodeficiency Virus planning, Tuberculosis planning, Hepatitis grants management, and medical care coordination. The reviewers based their evaluation criteria on agency capacity, plan of operation and budget information provided by the bidder. The reviewers scored the proposal individually, and then came together as a group to discuss and reach consensus on the proposal. The reviewers recommended funding this proposal as it met the criteria put forth in the Request For Proposals. The Request for Proposals scoring summary is attached.

As referenced in the original letter approved by Governor and Council on August 8, 2012, Item #45, and in the Request for Proposal, Renewals Section, this competitively procured Agreement has the option to renew for two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council. The Division is exercising this renewal option.

The following performance measures, monitored through site visits and successfully met in the current agreement period, will continue to be used to measure the effectiveness of the agreement.

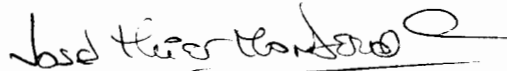
- Seventy five percent of the comprehensive risk counseling caseload shall be Human Immunodeficiency Virus positive individuals who receive services within Hillsborough and Rockingham counties at the time of enrollment.
- Eighty five percent of clients shall complete all steps (including all required paperwork through disposition) to qualify as a valid enrollment.

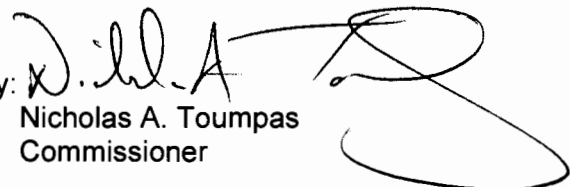
Area served: Statewide.

Source of Funds: 65% Federal Funds from Centers for Disease Control and Prevention, and 35% Other (Pharmaceutical Rebates) 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, MHCDS
Director

Approved by: 
Nicholas A. Toumpas
Commissioner

**Comprehensive Risk Counseling Service
External Review Summary**

Program Name	Infectious Disease - Prevention, Investigation and Care Section (ID-PICS)				
Contract Purpose	Comprehensive risk Counseling Service for at risk HIV positive and HIV negative individuals				
	The RFP stated that one awards of \$150,000 per year would be offered. One applicant applied for the award offered.				
	Recommended For Funding			Not Recommended For Funding	
RFP Criteria	Max Pts	Dartmouth Hitchcock Medical Center			
Agency Capacity	30	27.0			
Program Structure	50	49.0			
Budget & Justification	15	11.0			
Format	5	5.0			
Total	100	92.0			
Budget Requested					
SFY 13		\$150,000			
SFY 14		\$150,000			
Total Requested		\$300,000			
Budget Awarded					
SFY 13		\$150,000			
SFY 14		\$150,000			
Total Award		\$300,000			
RFP Reviewers	Job Title	Affiliation	Qualifications		
Patricia Jackson	Health Promotion Advisor	NH DPHS ID-PICS	The two reviewers have between five and thirteen years experience managing agreements with vendors for various public health programs. Areas of specific expertise include HIV and HCV prevention, HIV and TB, care services and grants management.		
Lisa Roy	Health Promotion Advisor	NH DPHS ID-PICS			



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the
Dartmouth Hitchcock Clinic**

This 1st Amendment to the Dartmouth Hitchcock Clinic, contract (hereinafter referred to as "Amendment One") dated this 16 day of May, 2014, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Dartmouth Hitchcock Clinic, (hereinafter referred to as "the Contractor"), a corporation with a place of business at 1 Medical Center Drive, Lebanon, New Hampshire 03756.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 8, 2012, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract by written agreement of the parties;

WHEREAS, the Department desires to amend the agreement by extending the completion date and increasing the price limitation.

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

To amend as follows:

- Form P-37, to change:
Block 1.7 to read: June 30, 2016
Block 1.8 to read: \$600,000.00
- Exhibit A, Scope of Services to add:
Exhibit A – Amendment 1
- Exhibit B, Purchase of Services, Contract Price, to add:

Paragraph 1.1 to Paragraph 1:
The contract price shall increase by \$150,000.00 for SFY 2015, and by \$150,000.00 for SFY 2016

Paragraph 1.2 to Paragraph 1:
Funding is available as follows:
 - \$195,000 from 05-95-90-902510-5189-102-500731, 100% federal funds from the U.S. Centers for Disease Control and Prevention, CFDA #93.940, Federal Award Identification Number (FAIN), U62PS003655, for HIV prevention services. .



- \$105,000 from 05-95-90-902510-2229-102-500731, 100% Other Funds from 340B Pharmaceutical Rebates;

Delete Paragraph 6

Replace with:

6. Notwithstanding paragraph 18 of the General Provisions P-37, an amendment limited to adjustments to amounts between and among account numbers, within the price limitation, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

- Budget, to add:
Exhibit B-1 (2015) - Amendment 1
Exhibit B-1 (2016) - Amendment 1

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

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

State of New Hampshire
Department of Health and Human Services

5/22/14
Date

Jose Thier Montero
~~Brook Dupree~~ Jose Thier Montero, MD
~~Bureau Chief~~ Director

Dartmouth Hitchcock Clinic

May 16, 2014
Date

James Weinstein
Name: James Weinstein
Title: CEO + President

Acknowledgement:

State of New Hampshire, County of Grafton on May 16, 2014, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

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



Faith Johnston - Notary
Name and Title of Notary or Justice of the Peace

Contractor Initials: *JW*
Date: 5/16/2014



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

OFFICE OF THE ATTORNEY GENERAL

5/29/14
Date

Michael Brown
Name: Michael K. Brown
Title: Sen. Assist. A-6

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Contractor Initials: MB
Date: 5/16/2014



Exhibit A – Amendment 1

SCOPE OF SERVICES

1. Project Description

On behalf of the New Hampshire Department of Health and Human Services (NH DHHS), the Division of Public Health Services (DPHS), the Bureau of Infectious Disease Control (BIDC), the Dartmouth Hitchcock Clinic, will provide Comprehensive Risk Counseling Services (CRCS), an intensive, individualized client-centered counseling intended for individuals who may not be able to prioritize risk reduction for HIV acquisition or transmission when faced with problems perceived to be more important and immediate. CRCS addresses the interrelationships between HIV risk and mental health issues, psychosocial issues, substance abuse and cultural factors. The goals of CRCS include: 1) to provide assistance to individuals with multiple life issues which impede or limit their ability to reduce their risk for HIV acquisition or transmission 2) to provide time-limited support for individuals in making behavior changes that will reduce their risk of acquiring or transmitting HIV and, 3) to identify and facilitate referral services for individual's medical and psychosocial needs that impact his/her capacity to modify HIV-related risk-behaviors.

2. Required Activities

1. Coordinate the delivery of Comprehensive Risk Counseling Services (CRCS) as defined by the Division of Public Health Services (DPHS) CRCS Implementation Protocol.
2. Employ a licensed and experienced provider to serve as the clinical supervisor and to provide oversight of the intervention. The clinical supervisor will approve the hiring of all CRCS providers, provide clinical supervision either in person or by phone to each provider and facilitate a monthly group consultation for all CRCS providers. This individual will serve as the DPHS point of contact for this intervention and will be responsible for ensuring all required reporting is timely and complete and will respond to any DPHS staff inquiries.
3. Seventy five percent (75%) of CRCS services shall be provided to HIV-positive individuals who receive HIV medical care in Hillsborough and or Rockingham counties.
4. Provide voluntary, confidential HIV Counseling, Testing and Referral Services; utilizing rapid testing technology as the primary means of specimen collection to the following priority populations identified to be at increased risk of HIV infection and who have engaged in unprotected anal and or vaginal intercourse and or shared needles in the past twelve months:
 - a. Sex and needle sharing partners of people living with HIV.

2.1. Patient Follow-up

1. Notify the DPHS of all HIV preliminary positive test results no later than 4 PM the next business day.



Exhibit A – Amendment 1

2. Assure the DPHS staff has access to patients with positive diagnoses for the purpose of eliciting, identifying and locating information on sexual and /or needle sharing partners.
3. Assist the DPHS staff in partner elicitation by interviewing patients with a presumed or definitive STD and/or HIV diagnosis. The interview period for each disease is specified in the protocols developed by the Centers for Disease Control and Prevention Partner Services Guidelines. Information gathered will be provided to the DPHS no later than the next business day.
4. Submit within thirty days of award and review on an annual basis a protocol that outlines the process the agency will use when referring HIV positive clients into medical care. This outline should include the steps the agency will take to document a clients has attended their first medical appointment with a HIV medical care provider.
5. Submit specimens being sent to the NH Public Health Laboratories within 72 hours of specimen collection.

2.2. Data Collection and Reporting

1. Comply with the DPHS security and confidentiality guidelines related to all protected health information.
2. Identify one staff person as the agency staff person to serve as the DPHS point of contact. This individual will be responsible for ensuring all required reporting is timely and complete and will respond to any DPHS staff inquiries.
3. Properly complete and submit all required documentation on appropriate forms supplied by the DPHS for each client supported by these funds. All clients enrolled in the CRCS program should have paperwork completed through disposition. Clients will not be considered a valid enrollment if all required paperwork is not returned to DPHS in an appropriate timeframe. This includes submitting all client visit and testing data collection forms within 30 days of specimen collection or as outlined in the CRCS Protocol document.
4. Maintain ongoing medical records that comply with the NH Bureau of Health Facilities requirements for each client. All records shall be available for review by the DPHS upon request.
5. Review all documentation for completeness and adherence to reporting protocols to ensure quality of data.

2.3. Special Provisions

1. In 2015, begin to identify insurance status and billing codes for clients served.

JW

5-16-2014



Exhibit A – Amendment 1

2. On or before 2016, establish a mechanism to bill insurers for CRCS counseling services if clients are insured as DPHS shall be a payer of last resort.

2.4. Numbers Served

1. CRCS providers shall assess a minimum of 125 individuals for this service, of those a minimum of 75 individuals shall remain engaged in CRCS for 3 to 12 sessions and a minimum of 85% shall complete all the steps necessary to qualify as a valid enrollment as defined in the CRCS implementation protocol.

3. Compliance and Reporting Requirements

3.1. Compliance Requirements

1. Notify the DPHS of all HIV preliminary positive test results no later than 4 PM the next business day.
2. Assure the DPHS staff has access to patients with positive diagnoses for the purpose of eliciting, identifying and locating information on sexual and /or needle sharing partners.
3. Assist the DPHS staff in partner elicitation by interviewing patients with a presumed or definitive STD and/or HIV diagnosis. The interview period for each disease is specified in the protocols developed by the CDC Partner Services Guidelines. Information gathered will be provided to the DPHS no later than the next business day.
4. Submit within thirty days of award and review on an annual basis a protocol that outlines the process the agency will use when referring HIV positive clients into medical care. This outline should include the steps the agency will take to document a clients has attended their first medical appointment with a HIV medical care provider.
5. Submit within thirty days of award and review on an annual basis a protocol that outlines the process the agency will use when referring HCV positive clients into medical care. This outline should include the steps the agency will take to document a clients has attended their first medical appointment with a HCV medical care provider.
6. Submit within thirty days of award a document that captures the risk-screening process the agency will use to ensure services are being offered to the at risk populations as defined by the DPHS or supported by other funding sources.
7. Submit specimens being sent to the NH Public Health Laboratories within 72 hours of specimen collection.

3.2. Reporting Requirements

1. Comply with the DPHS security and confidentiality guidelines related to all protected health information.



Exhibit A – Amendment 1

2. Identify one staff person as the agency staff person to serve as the DPHS point of contact. This individual will be responsible for ensuring all required reporting is timely and complete and will respond to any DPHS staff inquiries.
3. Properly complete and submit all required documentation on appropriate forms supplied by the DPHS for each client supported by these funds. All clients enrolled in the CRCS program should have paperwork completed through disposition. Clients will not be considered a valid enrollment if all required paperwork is not returned to DPHS in an appropriate timeframe. This includes submitting all client visit and testing data collection forms within 30 days of specimen collection or as outlined in the CRCS Protocol document.
4. Maintain ongoing medical records that comply with the NH Bureau of Health Facilities requirements for each client. All records shall be available for review by the DPHS upon request.

4. Performance Measures

Performance Measure #1

Goal: To ensure that the CRCS intervention will serve individuals at high risk of acquiring or transmitting HIV in the geographic area where the disease burden is greatest.

Target: 75% of CRCS caseload shall be HIV positive individuals who receive services within Hillsborough and Rockingham counties at the time of enrollment.

Numerator – Number of CRCS clients enrolled that are HIV positive and receive services within Hillsborough and Rockingham counties at the time of enrollment.

Denominator – Number of CRCS clients enrolled that are HIV positive.

Performance Measure #2

Goal: To ensure that CRCS providers and clients complete all portions of client enrollment process.

Target: 85% of CRCS clients shall complete all steps (including all required paperwork through disposition) to qualify as a valid enrollment.

Numerator – Number of clients that complete all steps to qualify as a valid enrollment annually.

Denominator – Number of clients that are served in the CRCS intervention annually.

**Exhibit B-1 (2015) - Amendment 1
Budget**

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: Dartmouth Hitchcock Clinic

Budget Request for: Comprehensive Risk Counseling Services

(Name of RFP)

Budget Period: SFY 2015

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 63,148.00	\$ 6,315	\$ 69,463	DCA Approved Rate (27%)
2. Employee Benefits	\$ 21,470.00	\$ 2,147	\$ 23,617	DCA Approved Rate (27%)
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ 1,732.00	\$ 173	\$ 1,905	DCA Approved Rate (27%)
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ 50,014.00	\$ 5,001	\$ 55,015	DCA Approved Rate (27%)
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 136,364	\$ 13,636	\$ 150,000	

Indirect As A Percent of Direct

10%

\$

-

NH DHHS
Exhibit B-1 - (2015) Amendment 1

Contractor Initials: _____

JW

Page 1 of 1

Date: _____

5/16/2014

**Exhibit B-1 (2016) - Amendment 1
Budget**

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: Dartmouth Hitchcock Clinic

Budget Request for: Comprehensive Risk Counseling Services

(Name of RFP)

Budget Period: SFY 2016

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 64,728	\$ 6,473	\$ 71,201	DCA Approved Rate (27%)
2. Employee Benefits	\$ 22,007	\$ 2,200	\$ 24,207	DCA Approved Rate (27%)
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ 1,732	\$ 173	\$ 1,905	DCA Approved Rate (27%)
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ 47,897	\$ 4,790	\$ 52,687	DCA Approved Rate (27%)
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 136,364	\$ 13,636	\$ 150,000	

Indirect As A Percent of Direct

10% \$

\$ -

Contractor Initials: _____

JD

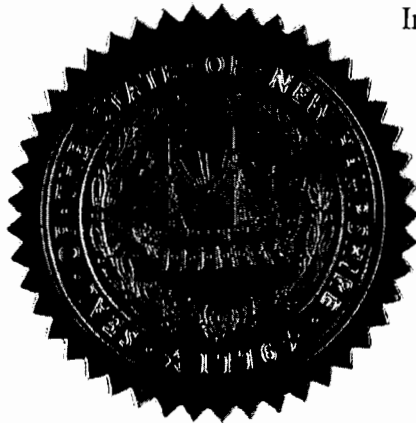
Date: _____

5/16/2014

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 DARTMOUTH-HITCHCOCK CLINIC is a New Hampshire nonprofit corporation formed March 1, 1983. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 6th day of May A.D. 2014

A handwritten signature in cursive script, appearing to read "William Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE/AUTHORITY

I, Jennie L. Norman of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital, do hereby certify that:

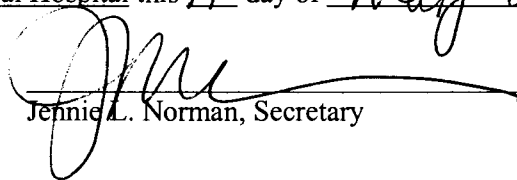
1. I am the duly elected Secretary of the Board of Trustees of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital;
2. The following is a true and accurate excerpt from the December 7th, 2012 Bylaws of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital:

ARTICLE I – Section A. Fiduciary Duty. Stewardship over Corporate Assets

“In exercising this [fiduciary] duty, the Board may, consistent with the Corporation’s Articles of Agreement and these Bylaws, delegate authority to the Board of Governors, Board Committees and various officers the right to give input with respect to issues and strategies, incur indebtedness, make expenditures, enter into contracts and agreements and take such other binding actions on behalf of the Corporation as may be necessary or desirable.”

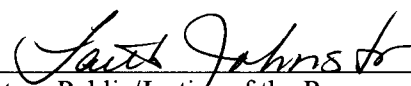
3. Article I – Section A, as referenced above, provides authority for the chief officers, including the Chief Executive Officer and Chief Financial Officer, of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital to sign and deliver, either individually or collectively, on behalf of Dartmouth-Hitchcock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

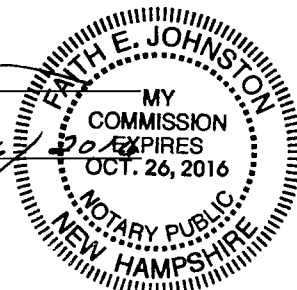
IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Board of Trustees of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital this 19th day of May 2014.



Jennie L. Norman, SecretarySTATE OF NHCOUNTY OF GRAFTON

The foregoing instrument was acknowledged before me this 19 day of May, 2014 by Jennie L. Norman



Notary Public/~~Justice of the Peace~~
My Commission Expires: 10/26/2016

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

This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.

INSURED
Dartmouth-Hitchcock Clinic
1 Medical Center Drive
Lebanon, NH 03756-0001

COMPANY AFFORDING COVERAGE

Hamden Assurance Risk Retention Group, Inc.

COVERAGES

This is to certify that the Policies listed below have been issued to the Named Insured above for the Policy Period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.
NOTICE: This policy is issued by your risk retention group. Your risk retention group may not be subject to all of the insurance laws and regulations of your State. State insurance insolvency guaranty funds are not available for your risk retention group.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
GENERAL LIABILITY	0002014-A	7/1/14	6/30/15	GENERAL AGGREGATE	\$NONE
				PRODUCTS-COMP/OP AGGREGATE	
				PERSONAL ADV INJURY	
				EACH OCCURRENCE	\$1,000,000
				FIRE DAMAGE	
				MEDICAL EXPENSES	
PROFESSIONAL LIABILITY				EACH CLAIM	
				ANNUAL AGGREGATE	
OTHER					

DESCRIPTION OF OPERATIONS/ LOCATIONS/ VEHICLES/ SPECIAL ITEMS (LIMITS MAY BE SUBJECT TO RETENTIONS)
DARTMOUTH-HITCHCOCK CLINIC EVIDENCE OF COVERAGE FOR GENERAL LIABILITY.
 For the purposes of Dartmouth-Hitchcock HIV Prevention Program (July 1, 2014 to June 30, 2016). Certificate of Insurance to be submitted to Mark Andrew, Administrator, Bureau of Infectious Disease Control, New Hampshire Department of Health & Human Services (NH DHHS), 129 Pleasant Street, Concord, NH 03301.

CERTIFICATE HOLDER
New Hampshire Department of Health & Human Services (NH DHHS)
129 Pleasant Street
Concord, NH 03301
(Contact: Insurance Coordinator 603-653-1249)

CANCELLATION
Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 DAYS written notice to the certificate holder named below, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

AUTHORIZED REPRESENTATIVES

Jeanine Jordan - Print

Certificate of Insurance

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON YOU THE CERTIFICATE HOLDER. THIS CERTIFICATE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW. POLICY LIMITS ARE NO LESS THAN THOSE LISTED, ALTHOUGH POLICIES MAY INCLUDE ADDITIONAL SUBLIMIT/LIMITS NOT LISTED BELOW.

This is to Certify that

Dartmouth-Hitchcock Clinic and
Hitchcock Clinic Inc
One Medical Center Drive
Lebanon NH 03756-0001

NAME AND
ADDRESS
OF INSURED



Liberty Mutual
INSURANCE

is, at the issue date of this certificate, insured by the Company under the policy(ies) listed below. The insurance afforded by the listed policy(ies) is subject to all their terms, exclusions and Conditions and is not altered by any requirement, term or condition of any contract or other document with respect to which this certificate may be issued.

TYPE OF POLICY	EXP DATE	POLICY NUMBER	LIMIT OF LIABILITY	
	<input type="checkbox"/> CONTINUOUS <input type="checkbox"/> EXTENDED <input checked="" type="checkbox"/> POLICY TERM			
WORKERS COMPENSATION	10/1/2014	WA7-61D-253624-033	COVERAGE AFFORDED UNDER WC LAW OF THE FOLLOWING STATES: NH VT	EMPLOYERS LIABILITY Bodily Injury by Accident \$500,000. Each Accident
				Bodily Injury By Disease \$500,000. Policy Limit
				Bodily Injury By Disease \$500,000. Each Person
COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> OCCURRENCE <input type="checkbox"/> CLAIMS MADE	RETRO DATE _____		General Aggregate Products / Completed Operations Aggregate Each Occurrence Personal & Advertising Injury Other	Per Person / Organization Other
AUTOMOBILE LIABILITY <input type="checkbox"/> OWNED <input type="checkbox"/> NON-OWNED <input type="checkbox"/> HIRED				Each Accident--Single Limit B.I. And P.D. Combined Each Person Each Accident or Occurrence Each Accident or Occurrence
OTHER				
ADDITIONAL COMMENTS				

* If the certificate expiration date is continuous or extended term, you will be notified if coverage is terminated or reduced before the certificate expiration date.

NOTICE OF CANCELLATION: (NOT APPLICABLE UNLESS A NUMBER OF DAYS IS ENTERED BELOW.)
BEFORE THE STATED EXPIRATION DATE THE COMPANY WILL NOT CANCEL OR REDUCE THE
INSURANCE AFFORDED UNDER THE ABOVE POLICIES UNTIL AT LEAST 30 DAYS NOTICE
OF SUCH CANCELLATION HAS BEEN MAILED TO:

**Liberty Mutual
Insurance Group**

Certificate Holder
New Hampshire
Dept of Health & Human Services – DPHS
129 Pleasant Street
Concord NH 03301

Karyn Lessard

Karyn Lessard

BEDFORD / 0116 AUTHORIZED REPRESENTATIVE
SUITE 100 10 CORPORATE DRIVE
BEDFORD NH 03110 603-472-7100 5/22/2014
OFFICE PHONE DATE ISSUED

Dartmouth-Hitchcock and Subsidiaries

Combined Financial Statements

**Year Ended June 30, 2013 and Nine Months Ended
June 30, 2012**

Dartmouth-Hitchcock and Subsidiaries
Index
Year Ended June 30, 2013 and Nine Months Ended June 30, 2012

	Page(s)
Report of Independent Auditors	1-2
Combined Financial Statements	
Balance Sheets	3
Statements of Operations and Changes in Net Assets	4-5
Statements of Cash Flows	6
Notes to Financial Statements	7-39
Combining Supplemental Information	
Balance Sheet.....	40
Statement of Operations and Changes in Net Assets.....	41



Report of Independent Auditors

To the Board of Trustees of
Dartmouth-Hitchcock and Subsidiaries

We have audited the accompanying combined financial statements of Dartmouth-Hitchcock and Subsidiaries (Dartmouth-Hitchcock), which comprise the combined balance sheets as of June 30, 2013 and June 30, 2012, and the related combined statements of operations and changes in net assets and of cash flows for the year ended June 30, 2013 and nine months ended June 30, 2012.

Management's Responsibility for the Combined Financial Statements

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

Auditor's Responsibility

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

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

Opinion

In our opinion, the combined financial statements referred to above present fairly, in all material respects, the financial position of Dartmouth-Hitchcock and Subsidiaries at June 30, 2013 and June 30, 2012, and the results of their operations and changes in net assets and of their cash flows for the year ended June 30, 2013 and nine months ended June 30, 2012 in accordance with accounting principles generally accepted in the United States of America.

Our audit was conducted for the purpose of forming an opinion on the combined financial statements taken as a whole. The combining information is the responsibility of management and was derived from

and relates directly to the underlying accounting and other records used to prepare the combined financial statements. The combining information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves and other additional procedures, in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining information is fairly stated, in all material respects, in relation to the combined financial statements taken as a whole. The combining information is presented for purposes of additional analysis of the combined financial statements rather than to present the financial position, results of operations and cash flows of the individual companies and is not a required part of the combined financial statements. Accordingly, we do not express an opinion on the financial position, results of operations and cash flows of the individual companies.

PricewaterhouseCoopers LLP

November 22, 2013

Dartmouth-Hitchcock and Subsidiaries
Combined Balance Sheets
June 30, 2013 and 2012

<i>(in thousands of dollars)</i>	2013	2012
Assets		
Current assets		
Cash and cash equivalents	\$ 46,245	\$ 59,510
Patient accounts receivable, net of estimated uncollectibles of \$57,844 at June 30, 2013 and \$57,585 at June 30, 2012 (Notes 4 and 5)	171,131	165,378
Prepaid expenses and other current assets (Notes 3, 14)	78,844	77,833
Total current assets	296,220	302,721
Assets limited as to use (Notes 6, 8, and 11)	558,466	520,978
Other investments for restricted activities (Notes 6 and 8)	97,087	99,282
Property, plant, and equipment, net (Note 7)	457,635	444,598
Other assets (Note 3)	54,394	47,614
Total assets	<u>\$ 1,463,802</u>	<u>\$ 1,415,193</u>
Liabilities and Net Assets		
Current liabilities		
Current portion of long-term debt (Note 11)	\$ 11,963	\$ 9,675
Current portion of liability for pension and other postretirement plan benefits (Note 12)	5,666	7,639
Accounts payable and accrued expenses (Note 14)	73,815	68,585
Accrued compensation and related benefits	111,474	99,782
Estimated third-party settlements (Note 5)	21,483	22,386
Total current liabilities	224,401	208,067
Long-term debt, excluding current portion (Note 11)	544,125	407,711
Insurance deposits and related liabilities (Note 13)	83,609	95,866
Interest rate swaps (Notes 8 and 11)	22,285	29,006
Liability for pension and other postretirement plan benefits (Note 12)	173,182	410,587
Total liabilities	<u>1,047,602</u>	<u>1,151,237</u>
Net assets		
Unrestricted	330,698	171,098
Temporarily restricted (Notes 9 and 10)	54,247	61,849
Permanently restricted (Notes 9 and 10)	31,255	31,009
Total net assets	416,200	263,956
Commitments and contingencies (Notes 5, 7, 8, 11, 14, and 16)	-	-
Total liabilities and net assets	<u>\$ 1,463,802</u>	<u>\$ 1,415,193</u>

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

Dartmouth-Hitchcock and Subsidiaries
Combined Statements of Operations and Changes in Net Assets
Year Ended June 30, 2013 and Nine Months Ended June 30, 2012

<i>(in thousands of dollars)</i>	2013	2012
Unrestricted revenue and other support		
Net patient service revenue, net of provision for bad debt (\$40,042 in 2013; \$25,394 in 2012) (Notes 4 and 5)	\$ 1,173,531	\$ 863,095
Contracted revenue (Note 2)	88,293	47,856
Other operating revenue (Notes 2, 5, 6, and 14)	47,085	35,174
Net assets released from restrictions	13,214	10,349
Total unrestricted revenue and other support	<u>1,322,123</u>	<u>956,474</u>
Operating expenses		
Salaries	638,379	447,859
Employee benefits	199,455	152,074
Medical supplies and medications	175,323	126,416
Purchased services and other	140,538	112,910
Medicaid enhancement tax (Note 5)	38,261	32,798
Medical school financial support	5,480	6,000
Depreciation and amortization	53,567	39,233
Interest (Note 11)	19,243	12,614
Expenditures relating to net assets released from restrictions	13,214	10,349
Total operating expenses	<u>1,283,460</u>	<u>940,253</u>
Operating income	<u>38,663</u>	<u>16,221</u>
Nonoperating gains (losses)		
Investment gains (Notes 6 and 11)	33,931	32,031
Loss on advance refunding (Note 11)	(3,500)	-
Other losses	(2,303)	(4,390)
Total nonoperating gains, net	<u>28,128</u>	<u>27,641</u>
Excess of revenue over expenses	<u>\$ 66,791</u>	<u>\$ 43,862</u>

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

Dartmouth-Hitchcock and Subsidiaries
Combined Statements of Operations and Changes in Net Assets
Year Ended June 30, 2013 and Nine Months Ended June 30, 2012

<i>(in thousands of dollars)</i>	2013	2012
Unrestricted net assets		
Excess of revenue over expenses	\$ 66,791	\$ 43,862
Other changes in net assets (Note 3)	3,192	-
Net assets released from restrictions	2,760	1,068
Change in funded status of pension and other postretirement benefits (Note 12)	81,169	(24,188)
Change in fair value on interest rate swaps (Note 11)	5,688	(1,683)
Increase in unrestricted net assets	<u>159,600</u>	<u>19,059</u>
Temporarily restricted net assets		
Gifts, bequests, and sponsored activities	8,378	9,559
Other changes in net assets	136	-
Investment (losses) gains	(693)	1,760
Change in net unrealized gains on investments	551	1,936
Net assets released from restrictions	(15,974)	(11,417)
(Decrease) increase in temporarily restricted net assets	<u>(7,602)</u>	<u>1,838</u>
Permanently restricted net assets		
Gifts and bequests	246	21
Increase in permanently restricted net assets	<u>246</u>	<u>21</u>
Change in net assets	152,244	20,918
Net assets		
Beginning of year	<u>263,956</u>	<u>243,038</u>
End of year	<u>\$ 416,200</u>	<u>\$ 263,956</u>

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

Dartmouth-Hitchcock and Subsidiaries
Combined Statements of Cash Flows
Year Ended June 30, 2013 and Nine Months Ended June 30, 2012

<i>(in thousands of dollars)</i>	2013	2012
Cash flows from operating activities:		
Change in net assets	\$ 152,244	\$ 20,918
Adjustments to reconcile change in net assets to net cash (used) provided by operating and nonoperating activities		
Change in fair value of interest rate swaps	(6,721)	2,238
Provision for bad debt	40,042	25,394
Depreciation and amortization	53,907	39,584
Change in funded status of pension and other postretirement benefits	(81,169)	24,188
(Gain) loss on disposal of fixed assets	(109)	870
Loss on advance refunding of debt	3,500	-
Net realized gains and change in net unrealized gains on investments	(31,317)	(30,567)
Restricted contributions	(8,624)	(9,580)
Changes in assets and liabilities		
Patient accounts receivable, net	(45,795)	(36,478)
Prepaid expenses and other current assets	(1,011)	4,495
Other assets, net	(9,779)	(1,998)
Accounts payable and accrued expenses	(9,440)	(9,062)
Accrued compensation and related benefits	11,693	408
Estimated third-party settlements	(903)	(105)
Insurance deposits and related liabilities	(12,257)	2,163
Liability for pension and other postretirement benefits	(158,209)	14,859
Net cash (used) provided by operating and nonoperating activities	<u>(103,948)</u>	<u>47,327</u>
Cash flows from investing activities:		
Purchase of property, plant, and equipment	(52,438)	(51,774)
Change in assets limited as to use - held by trustee	(4,820)	(19,298)
Purchases of investments	(264,794)	(88,599)
Proceeds from maturities and sales of investments	265,867	112,508
Net cash used by investing activities	<u>(56,185)</u>	<u>(47,163)</u>
Cash flows from financing activities:		
Proceeds from line of credit	20,000	30,000
Payments on line of credit	(20,000)	(30,000)
Repayment of long-term debt	(127,406)	(1,012)
Proceeds from issuance of debt	266,170	-
Payment of debt issuance costs	(520)	-
Restricted contributions	8,624	9,580
Net cash provided by financing activities	<u>146,868</u>	<u>8,568</u>
(Decrease) increase in cash and cash equivalents	(13,265)	8,732
Cash and cash equivalents:		
Beginning of year	59,510	50,778
End of year	<u>\$ 46,245</u>	<u>\$ 59,510</u>
Supplemental cash flow information:		
Interest paid	\$ 24,784	\$ 10,904
Construction in progress amounts included in accounts payable and accrued expenses	14,670	6,230
Equipment acquired through issuance of capital lease obligations	212	150

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



Mission, Vision, & Values

Our Mission

We advance health through research, education, clinical practice, and community partnerships, providing each person the best care, in the right place, at the right time, every time.

Our Vision

Achieve the healthiest population possible, leading the transformation of health care in our region and setting the standard for our nation.

Values

- Respect
- Integrity
- Commitment
- Transparency
- Trust
- Teamwork
- Stewardship
- Community



Name	Title (if officer, otherwise please write trustee/director)	Begin Term	End Term
Vincent S. Conti	Trustee	8/13/2009	12/31/2021
Barbara Couch	Trustee	3/25/2009	12/31/2021
Michael J. Goran, MD	Trustee	1/1/2006	12/31/2017
Alan C Keiller	Trustee/Board Treasurer	2004	12/31/2015
Jennie L Norman	Trustee/Board Secretary	2006	12/31/2017
Hugh C. Smith, MD	Trustee	2006	12/31/2017
Anne-Lee Verville	Trustee	12/31/2008	12/31/2020
Wiley Souba, MD, ScD	Trustee/Ex-Officio, Dean DMS	10/1/2010	Ex-Officio
Richard S. Shreve	Trustee/Ex Officio President Appointee	1/1/2005	12/31/2016
William J. Conaty	Trustee	6/1/2011	5/31/2023
William W. Helman, IV	Trustee	4/28/2011	12/31/2023
Robert A. Oden, Jr., PhD	Trustee/Board Chair Eff 1/1/2013	1/27/2011	12/31/2023
James Weinstein	Trustee/Ex-Officio/President	11/14/2011	Ex-Officio

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Contractor Name: Dartmouth Hitchcock Clinic

Name of Bureau/Section: Infectious Disease Prevention, Investigation, & Care Services Section

				AMOUNT PAID FROM THIS CONTRACT
Dr. James Weinstein	President & CEO	\$ 1,100,000	0.00%	\$ -
Daniel P. Jantzen	Chief Operating Officer	\$ 525,000	0.00%	\$ -
Robin Kilfeather-Mackey	Chief Financial Officer	\$ 484,000	0.00%	\$ -
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$ -

				AMOUNT PAID FROM THIS CONTRACT
Dr. James Weinstein	President & CEO	\$ 1,100,000	0.00%	\$ -
Daniel P. Jantzen	Chief Operating Officer	\$ 525,000	0.00%	\$ -
Robin Kilfeather-Mackey	Chief Financial Officer	\$ 484,000	0.00%	\$ -
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$ -

President and Chief Executive Officer

James N. Weinstein, DO, MS



James N. Weinstein, DO, MS is the Chief Executive Officer of Dartmouth-Hitchcock. As CEO and President, Dr. Weinstein leads a health system that includes New Hampshire's academic medical center and a network of clinics across two states, serving a patient population of 1.4 million.

Prior to becoming CEO in 2011, Dr. Weinstein served as President of Dartmouth-Hitchcock Clinic and Director of The Dartmouth Institute for Health Policy and Clinical Practice (TDI). He is the Founding Chairman of the Departments of Orthopaedics at Dartmouth-Hitchcock and Dartmouth Medical School, and Co-Founder with Dartmouth College President Jim Yong Kim of The Dartmouth Center for Health Care Delivery Science. He is a member of the Institute of Medicine of the National Academy of Sciences, and successor to Jack Wennberg as the holder of the Peggy Y. Thomson Chair in the Evaluative Clinical Sciences at Dartmouth Medical School.

Along with leaders of Cleveland Clinic, Denver Health, Intermountain Healthcare, Mayo Clinic, and TDI, Dr. Weinstein founded the High Value Healthcare Collaborative, which is dedicated to improving health care quality and practice, while lowering costs. Recently named members of the Collaborative include UCLA Medical Center, Sutter Health, University of Iowa Health Care, Virginia Mason Medical Center, Scott and White Healthcare, Baylor Health Care System, Long Island Jewish, and Beth Israel Deaconess.

As a researcher, he has received more than \$50 million in funding from the National Institutes of Health (NIH). He is principal investigator for the 13 center, 11 state, NIH-funded SPORT (Spine Patient Outcomes Research Trial) study, the first large-scale trial to look at the effectiveness of the three most common surgical procedures for back pain, as compared to non-operative treatment. As a leader in advancing "informed choice" to ensure patients receive evidence-based, safe, effective, efficient and appropriate care, he established the first-in-the-nation Center for Shared Decision-Making at Dartmouth-Hitchcock, where patient preferences and values are an integral part of diagnostic and treatment decisions.

An internationally renowned spine surgeon, he is known as one of the foremost experts on spine tumors and developed the first-ever Spine Tumor Classification system, which continues to be used around the world. At Dartmouth-Hitchcock, Dr. Weinstein founded the multidisciplinary Spine Center, which has become an international model for patient-centered health care delivery. He is the winner of the Wiltse Lifetime Achievement Award from the International Society for the Study of the Lumbar Spine. He is the Editor in Chief of the journal *Spine*, and author of more than 270 papers and articles, including the *Musculoskeletal Dartmouth Atlas of Health Care*.

Dr. Weinstein serves on numerous national boards and committees. He has been closely involved in the development of health reform legislation, and continues to provide insights and information to the Administration and Congress on achieving real reform of the health care system.

Dr. Weinstein is a graduate of Bradley University, the Chicago College of Osteopathic Medicine, and the Center for the Evaluative Clinical Sciences (now TDI.)

Executive Vice President for Operations and Chief Operating Officer
Daniel Jantzen, CPA



Dan Jantzen is the Executive Vice President for Operations and Chief Operating Officer of Dartmouth-Hitchcock. With Executive Vice President for Population Health Dr. Gregg Meyer, he is responsible for operations across the D-H system.

Prior to accepting his position with Dartmouth-Hitchcock, Mr. Jantzen lived in the Boston area, where he was a Senior Manager in the Audit Department of KPMG Peat Marwick. He spent nine years with KPMG, serving clients primarily in the health care, public utilities, and financial services industries. His KPMG clients included Dartmouth-Hitchcock, Boston City Hospital, and Public Service Company of New Hampshire.

Mr. Jantzen graduated from Northeastern University with a BS in Business Administration and a concentration in Accounting. He is a Certified Public Accountant (CPA).

Chief Financial Officer
Robin Kilfeather-Mackey, MBA, CPA



Robin Kilfeather-Mackey is the Chief Financial Officer for Dartmouth-Hitchcock. Kilfeather-Mackey has worked for D-H in a variety of financial roles during the past 14 years, most recently as the Vice President of Corporate Finance, where she has had responsibility for all areas of our corporate finance function including audit, tax, accounting, treasury, and reimbursement.

Prior to working at Dartmouth-Hitchcock, Kilfeather-Mackey worked for other NH/VT health care organizations, performing similar financial management functions, after working in the public accounting industry. She earned a bachelor of science degree in Accountancy from Bentley University, an MBA from the University of New Hampshire College System, and is a Certified Public Accountant licensed in New Hampshire. Kilfeather-Mackey is also a recent graduate of the Leadership New Hampshire 2009 Program.

SR-7A



Nicholas A. Toumpas
Commissioner

José Thier Montero
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN
SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6527
603-271-4502 1-800-852-3345 Ext. 4502
Fax: 603-271-4934 TDD Access: 1-800-735-2964



June 29, 2012

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

G&C Approval Date: 8-8-12
G&C Item # 45

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, Bureau of Infectious Disease Control, Infectious Disease Prevention, Investigation and Care Section to enter into an agreement with the Dartmouth Hitchcock Clinic (Vendor #177651-B001), 1 Medical Center Drive, Lebanon, NH 03756 to provide comprehensive risk counseling services for at-risk Human Immunodeficiency Virus positive and negative individuals and to collect aggregate level data relating to Human Immunodeficiency Virus screening of pregnant women during pregnancy at all labor and delivery hospitals in New Hampshire, to be effective July 1, 2012 or date of Governor and Council approval, whichever is later, through June 30, 2014, in an amount not to exceed \$300,000. Funds are available in the following accounts for SFY 2013 and are anticipated to be available in SFY 2014 depending on the availability and continued appropriation of funds in future operating budgets with authority to adjust amounts if needed and justified between State Fiscal Years.

05-95-90-902510-5189 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, HIV/AIDS PREVENTION

Fiscal Year	Class/Object	Class Title	Job Number	Total Amount
SFY 2013	102-500734	Social Services Contract	90024000	150,000
SFY 2014	102-500734	Social Services Contract	90024000	150,000
			Total	\$300,000

EXPLANATION

Funds in this agreement will be used to support the provision of Human Immunodeficiency Virus services in two program areas:

- Comprehensive risk counseling services to Human Immunodeficiency Virus positive and negative individuals who engage in behaviors that put them at increased risk of transmitting or acquiring HIV infection. Comprehensive risk counseling is a three to twelve session intensive, individual-level intervention designed to assist clients in adopting behaviors that eliminate or reduce their risk of transmitting or acquiring the virus.
- Collection of aggregate level data relating to Human Immunodeficiency Virus screening of pregnant women at all labor and delivery hospitals in New Hampshire to determine and improve testing rates. The Centers for Disease Control recommends that all pregnant women be screened for HIV as part of routine prenatal care.

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
June 29, 2012
Page 2

Human Immunodeficiency Virus continues to be a major public health problem in the United States with approximately 57,000 new cases annually. Here in New Hampshire, approximately 60 new infections are reported annually. As is true in the United States, New Hampshire has experienced a relatively steady number of new infections. As highly effective medical treatment enables those who have acquired the virus to live longer and healthier lives, the number of individuals living with this infection is steadily increasing, with close to 1,300 individuals in New Hampshire living with this virus as of December 2010. With no vaccine or cure available in the near future, the most effective and efficient way to slow the spread of the Human Immunodeficiency Virus is through targeted prevention activities.

Should Governor and Executive Council not authorize this request many individuals infected with the Human Immunodeficiency Virus and those at-increased risk of contracting this virus, may not receive the screening and/or counseling they need. This may result in an increased number of new infections creating a higher burden of disease and greater public health threat in New Hampshire.

The Dartmouth Hitchcock Clinic was selected for this project through a competitive bid process. The Request for Proposals was posted on the Department of Health and Human Services web site from December 15, 2011 through January 3, 2012. Notification was sent to agencies that provide this type of service throughout the state and a bidder's conference was held on December 21, 2011 to provide in-depth information to potential applicants.

One proposal was submitted in response to the Request for Proposals. Two Department of Health and Human Services reviewers evaluated the proposal received. The reviewers were chosen because they have between three to eight years experience managing agreements with vendors for various public health programs. Areas of specific expertise include Human Immunodeficiency Virus planning, Tuberculosis planning, Hepatitis grants management, and medical care coordination. The reviewers based their evaluation criteria on agency capacity, plan of operation and budget information provided by the bidder. The reviewers scored the proposal individually, and then came together as a group to discuss and reach consensus on the proposal. The reviewers recommended funding this proposal as it met the criteria put forth in the Request For Proposals. The Request for Proposals scoring summary is attached.

As referenced in the Request for Proposals, Renewals Section, this competitively procured agreement has an option to renew for two (2) additional years, contingent upon the satisfactory delivery of services, availability of funding, agreement of the parties and approval of the Governor and Council. The comprehensive risk counseling services were contracted previously with this agency in SFY 2012 in the amount of \$226,311. This represents a decrease of \$76,311 per year. The decrease is due to a reduction in the availability of funding.

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

- Seventy five percent of the comprehensive risk counseling caseload shall be Human Immunodeficiency Virus positive individuals who receive services within Hillsborough and Rockingham counties.
- Seventy five percent of clients enrolled in comprehensive risk counseling services shall progress one or more stages utilizing the "Prochaska Stages of Change" model indicating their readiness to change behavior.
- One hundred percent of the labor and delivery hospitals shall determine a baseline rate of Human Immunodeficiency Virus screening of pregnant women to evaluate the need for improvement.

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
June 29, 2012
Page 3

Area served: Statewide.

Source of Funds: 100% federal funds from the Centers for Disease Control.

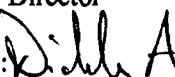
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



José Thier Montero, MD
Director

Approved by:



Nicholas A. Toumpas
Commissioner

RL/r1

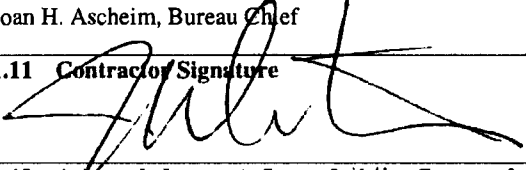

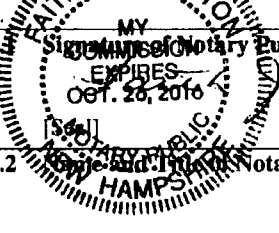

Subject: Comprehensive Risk Counseling Services for At-Risk HIV-Positive and HIV-Negative Individuals.

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 Dartmouth Hitchcock Clinic		1.4 Contractor Address 1 Medical Center Drive Lebanon, NH 03756	
1.5 Contractor Phone Number (603) 650-6060	1.6 Account Number 010-090-5189-102-500734	1.7 Completion Date June 30, 2014	1.8 Price Limitation \$300,000
1.9 Contracting Officer for State Agency Joan H. Ascheim, Bureau Chief		1.10 State Agency Telephone Number 603-271-4501	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Dr James Weinstein, President	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Grafton</u> On <u>5/18/2012</u> , I, the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is given in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13 Signature of Notary Public or Justice of the Peace  Notary Public, My Commission Expires <u>Oct. 28, 2016</u>			
1.13.2 Signature of Notary or Justice of the Peace 			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Joan H. Ascheim, 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: <u>Jeannette V. Herick, Attorney</u> On: <u>6 Jul. 2012</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

NH Department of Health and Human Services

**Exhibit A
Scope of Services**

Comprehensive Risk Counseling Services for at-risk Human Immunodeficiency Virus (HIV) Positive and HIV Negative Individuals

CONTRACT PERIOD: July 1, 2012 or date of G&C approval, whichever is later, through June 30, 2014

CONTRACTOR NAME: Dartmouth Hitchcock Clinic

**ADDRESS: 1 Medical Center Drive
Lebanon, NH 03756**

PRESIDENT: Dr James Weinstein

TELEPHONE: (603) 650-6060

The Contractor shall provide:

1. Comprehensive Risk Counseling Services (CRCS) to at-risk Human Immunodeficiency Virus (HIV) positive and HIV-negative individuals.
- and
2. Collection of de-identified, aggregate data regarding perinatal HIV screening rates of all the Labor and Delivery hospitals in New Hampshire. (Perinatal HIV Screening Rates)

**CRCS
Specific Provisions**

The contractor shall:

1. Coordinate the delivery of Comprehensive Risk Counseling Services (CRCS) as defined by the Division of Public Health Services (DPHS) CRCS Implementation protocol.
2. Employ a licensed and experienced provider to serve as the clinical supervisor and to provide oversight of the intervention. The clinical supervisor will approve the hiring of all CRCS providers, provide clinical supervision either in person or by phone to each provider and facilitate a monthly group consultation for all CRCS providers. This individual will serve as the DPHS point of contact for this intervention and will be responsible for ensuring all required reporting is timely and complete and will respond to any DPHS staff inquiries.
3. Seventy five percent (75%) of CRCS services shall be provided to HIV-positive individuals who receive HIV medical care in Hillsborough and or Rockingham counties.
4. Provide voluntary, confidential HIV Counseling, Testing and Referral Services; utilizing rapid testing technology as the primary means of specimen collection to the following priority populations identified to be at increased risk of HIV infection and who have engaged in unprotected anal and or vaginal intercourse and or shared needles in the past twelve months:
 - a. Sex and needle sharing partners of people living with HIV

**Perinatal HIV Screening Rates
Specific Provisions**

1. Collect de-identified aggregate level data for a statewide surveillance system that monitors the rate of HIV screening among pregnant women in New Hampshire. The data collected shall be limited to the following:
 - a. The number of women who were screened for HIV infection during the course of their pregnancy.
 - b. The number of deliveries.
2. Identify one staff person as the agency staff person to serve as the DPHS point of contact. This individual will be responsible for ensuring all required reporting is timely and complete and will respond to any DPHS staff inquiries.

Patient Follow-up

The contractor shall:

1. Notify the DPHS of all HIV preliminary positive test results no later than 4 PM the next business day.
2. Assure the DPHS staff has access to patients with positive diagnoses for the purpose of eliciting, identifying and locating information on sexual and /or needle sharing partners.
3. Assist the DPHS staff in partner elicitation by interviewing patients with a presumed or definitive STD and/or HIV diagnosis. The interview period for each disease is specified in the protocols developed by the Centers for Disease Control and Prevention Partner Services Guidelines. Information gathered will be provided to the DPHS no later than the next business day.
4. Submit within thirty days of award and review on an annual basis a protocol that outlines the process the agency will use when referring HIV positive clients into medical care. This outline should include the steps the agency will take to document a client has attended their first medical appointment with a HIV medical care provider.
5. Submit specimens being sent to the NH Public Health Laboratories within 72 hours of specimen collection.

Data Collection and Reporting

The contractor shall:

1. Comply with the DPHS security and confidentiality guidelines related to all protected health information.
2. Properly complete and submit all required documentation on appropriate forms supplied by the DPHS for each client supported by these funds.
3. Maintain ongoing medical records that comply with the NH Bureau of Health Facilities requirements for each client. All records shall be available for review by the DPHS upon request.
4. Review all documentation for completeness and adherence to reporting protocols to ensure quality of data.

Numbers Served

1. CRCS providers shall assess a minimum of 125 individuals for this service, of those a minimum of 75 individuals shall remain engaged in CRCS for 3 to 12 sessions and a minimum of 85% shall complete all the steps necessary to qualify as a valid enrollment as defined in the CRCS implementation protocol.
2. Perinatal screening rates will be identified for each of the operating Labor and Delivery hospitals in New Hampshire.

**CRCS
Performance Measures**

Performance Measure #1

Goal: To ensure that the CRCS intervention will serve individuals at high risk of acquiring or transmitting HIV in the geographic area where the disease burden is greatest.

Target: 75% of CRCS caseload shall be HIV positive individuals who receive services within Hillsborough and Rockingham counties at the time of enrollment.

Numerator – Number of CRCS clients enrolled that are HIV positive and receive services within Hillsborough and Rockingham counties at the time of enrollment.

Denominator – Number of CRCS clients enrolled that are HIV positive.

Performance Measure #2

Goal: To ensure that CRCS providers and clients complete all portions of client enrollment process.

Target: 85% of CRCS clients shall complete all steps to qualify as a valid enrollment.

Numerator – Number of clients that complete all steps to qualify as a valid enrollment annually.

Denominator – Number of clients that are served in the CRCS intervention annually.

Performance Measure #3

Goal: To ensure that CRCS is effective in increasing a client's ability to contemplate and engage in change that will result in decreasing their risk of acquiring or transmitting HIV.

Target: 75% of clients enrolled in CRCS shall improve one or more stages in the Stages of Change model, as described in Section 3.1.g, at the time of completion of the intervention.

Numerator – Number of CRCS clients that have a documented improvement of one or more stages in the Stages of Change model, as described in Section 3.1.g, at the time of completion of the intervention.

Denominator – Number of CRCS clients enrolled that are HIV positive.

**Perinatal HIV Screening Rate
Performance Measure**

Performance Measure #1

Goal: To identify the perinatal HIV screening rate at each of the operating Labor and Delivery hospitals in New Hampshire.

Target: 100% of the Labor and Delivery hospitals shall have established a rate of perinatal HIV screening at their facility.

Numerator – The number of women who were tested for HIV infection during their pregnancy at each facility monthly.

Denominator – The number of deliveries at each facility monthly.

Cultural and linguistically Appropriate Standards of Care

DPHS recognizes that culture and language have considerable impact on how consumers access and respond to public health services. Culturally and linguistically diverse populations experience barriers in efforts to access health services. To ensure equal access to quality health services, DPHS expects the Contractor 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. When feasible and appropriate, provide clients of minimal English skills with interpretation services. Offer consumers a forum through which clients have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may deserve response.
4. The contractor shall maintain a program policy that sets forth compliance with title VI, Language Efficiency and Proficiency. The policy shall describe the way in which the items listed above addressed and shall indicate the circumstances in which interpretation services are provided and the method of providing the service (e.g. trained interpreter, staff person who speaks the language of the client, use of the language line)

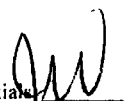
State and Federal Laws

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

1. Report all cases of communicable diseases according to RSA 141-C and Hep 301 on the proper forms as supplied by the DPHS Infectious Disease Surveillance Section.
2. Assure that all employees comply with the reporting requirements of RSA 169:C, Child Protection Act; RSA 161:F46, Protective Services to Adults and RSA 631:6, Assault and Related Offences.
3. Assure compliance with RSA 318:42 regarding dispensing of medications in public health clinics and compliance with RSA-318 relative to the dispensing of non-controlled drugs by an ARNP or registered nurse.
4. Assure compliance with all Clinical Laboratory Improvement Act (CLIA) and RSA 141.F.
5. Comply with the CDC's "Content of AIDS Related Written Materials, Pictorials, Audiovisuals, Questionnaires, Survey Instruments, and Educational Sessions in CDC Assistance Program" January, 1991, and RSA 141-F. All materials developed or purchased must be reviewed or approved by the STD/HIV Prevention Section and the NH HIV Materials Review Committee. Compliance with RSA 141-F, "Any materials, courses, and programs distributed, developed, or provided shall stress that abstinence or a monogamous relationship and avoiding drugs are the most effective ways to prevent contracting the Human Immunodeficiency Virus."

Publications Funded Under Contract

1. The DPHS and/or its funders will retain copyright ownership for any and all original materials produced with DHHS contract funding, including, but not limited to; brochures, resource directories, websites, protocols or guidelines, posters and/or reports.
2. All documents (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from DPHS before printing, production, distribution, or use.

Contractor Initials 

Date: 5/18/2012

- 3 The Contractor shall credit DPHS on all materials produced under this contract following the instructions outlined in Exhibit C1 (5).

Staffing

1. Vacancies – If any positions essential to carrying out the scope of services become vacant the Contractor shall notify DPHS within 10 days. The contractor should keep the section informed with regard to the search for filling all essential position.
2. New Hires - The Contractor shall notify the DPHS prior to the filling any vacant positions essential to carrying out this scope of service. A resume of the employee shall accompany this notification.
3. Subcontractors – DPHS shall pre- approve all subcontracts initiated by the contractor to enable completion of the work outlined in this contract. The contractor shall submit the entire text of the agreement for review prior to the planned initiation of the agreement. Subcontractors may not begin work until approval of the agreement has been granted to the contractor. In addition, subcontractors must be held responsible to fulfill all relevant requirements included in this exhibit.
4. Staff Evaluation – The contractor will conduct evaluation of all medical and counseling staff annually, results of these evaluations shall be made available upon request.

Meetings and Trainings

1. All staff conducting HIV Counseling, Testing and Referral shall attend the three-day Fundamentals of HIV Prevention Counseling course.
2. The contractor shall send the designated point of contact from each funded site or designee to meetings and training required, including, but not limited to: semi-annual meetings and scheduled trainings.

The remainder of this page is intentionally left blank

NH Department of Health and Human Services

Exhibit B

**Purchase of Services
Contract Price**

Comprehensive Risk Counseling Services for at-risk Human Immunodeficiency Virus (HIV) Positive and HIV Negative Individuals

CONTRACT PERIOD: July 1, 2012 or date of G&C approval, whichever is later, through June 30, 2014

CONTRACTOR NAME: Dartmouth Hitchcock Clinic

**ADDRESS: 1 Medical Center Drive
Lebanon, NH 03756**

PRESIDENT: Dr James Weinstein

TELEPHONE: (603) 650-6060

Vendor #177651-B001

Job #90024000

Appropriation #010-090-51890000-102-50734

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:

\$300,000 for Comprehensive Risk Counseling Services for at-risk Human Immunodeficiency Virus (HIV) Positive and HIV Negative Individuals funded from 100% federal funds, from the Centers for Disease Control (CDC) CFDA #93,940

TOTAL: \$300,000

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. 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.
4. Payment will be made by the State agency subsequent to approval of the submitted invoice and if sufficient funds are available in the Service category budget line items submitted by the Contractor to cover the costs and expenses incurred in the performances of the services.
6. The Contractor may amend the contract budget for any Service category through line item increases, decreases, or the creation of new line items provided these amendments do not exceed the contract price for that particular Service category. Such amendments shall only be made upon written request to and written approval by the State. Budget revisions will not be accepted after June 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.

NH Department of Health and Human Services

Exhibit C

SPECIAL PROVISIONS

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

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

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

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

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

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

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

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

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

10. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

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 thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

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.

The remainder of this page is intentionally left blank.

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.

X

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.*

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

The State of New Hampshire determined that the contract activities are of a low risk of liability, and the parties waive the requirement of paragraph 14 of the P-37 in that the contractor provide comprehensive general liability insurance in the amount of \$2 million per incident and instead, accept the insurance provided by contractor in the amount of \$1 million per incident.

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.

The remainder of this page is intentionally left blank.

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

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

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

SPECIAL PROVISIONS – DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

FEDERAL/STATE LAW: 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: 

Date: 5/18/2012