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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9559 1-800-852-3345 Ext. 9559
Fax: 603-271-8431 TDD Access: 1-800-735-2964



Nicholas A. Toumpas
Commissioner

José Thier Montero
Director

July 26, 2013

Retroactive

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 and Division of Community Based Care Services, to enter into an agreement with Mary Hitchcock Memorial Hospital dba Dartmouth Hitchcock (Vendor #177160-B003), 1 Medical Center Drive, Lebanon, NH 03756, in an amount not to exceed \$296,602.00, to improve regional public health emergency preparedness, substance misuse prevention and related health promotion capacity, and implement school-based influenza clinics, to be effective **retroactive** to July 1, 2013 through June 30, 2015.

92.57% Fed 7.46% General

Funds are available in SFY 2014 and SFY 2015 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.

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

Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
SFY 14	102-500731	Contracts for Prog Svc	90077021	\$76,000.00
SFY 15	102-500731	Contracts for Prog Svc	90077021	\$76,000.00
			Sub-Total	\$152,000.00

05-95-49-491510-2988 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF COMMUNITY BASED CARE SERVICES, BUREAU OF DRUG AND ALCOHOL SERVICES, PREVENTION SERVICES

Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
SFY 14	102-500734	Contracts for Prog Svc	49156502	\$65,380.00
SFY 15	102-500734	Contracts for Prog Svc	49156502	\$65,380.00
			Sub-Total	\$130,760.00

05-95-90-902510-5178 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:
DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, IMMUNIZATION

Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
SFY 14	102-500731	Contracts for Prog Svc	90023010	\$6,921.00
SFY 15	102-500731	Contracts for Prog Svc	90023010	\$6,921.00
			Sub-Total	\$13,842.00
			Total	\$296,602.00

EXPLANATION

Retroactive approval is requested because of delays encountered regarding clarification of, and assurances that the Vendor meets contractual provisions specific to insurance coverage, which resulted in the original schedule for executing the agreement to be modified.

Funds in this agreement will be used to allow Mary Hitchcock Memorial Hospital dba Dartmouth Hitchcock to align a range of public health and substance misuse prevention and related health promotion activities. Mary Hitchcock Memorial Hospital dba Dartmouth Hitchcock will be one of 13 agencies statewide to host a Regional Public Health Network, which is the organizational structure through which these activities are implemented. Each Public Health Network site serves a defined Public Health Region, with every municipality in the state assigned to a region.

This agreement aligns programs and services within the Department and this contracted partner to increase the effectiveness of services being provided while reducing the administrative burden and, where feasible, costs for both the Department and this partner. To that end, this agreement provides a mechanism for other funds to be directed to Regional Public Health Networks to continue building coordinated regional systems for the delivery of other public health and substance misuse and health promotion services as funding becomes available.

This agreement will build regional capacity in four broad areas: a Regional Public Health Advisory Committee; Regional Public Health Preparedness; Substance Misuse Prevention and Related Health Promotion services; and School-Based Seasonal Influenza Clinics. The Regional Public Health Advisory Committee will engage senior-level leaders from throughout this region to serve in an advisory capacity over the services funded through this agreement. Over time, the Division of Public Health Services and the Bureau of Drug and Alcohol Services expect that the Regional Public Health Advisory Committee will expand this function to other public health and substance misuse prevention and related health promotion services funded by the Department. The long-term goal is for the Regional Public Health Advisory Committee to set regional priorities that are data-driven, evidence-based based, responsive to the needs of the region, and to serve in this advisory role over all public health and substance misuse and related health promotion activities occurring in the region.

Mary Hitchcock Memorial Hospital dba Dartmouth Hitchcock will also lead a coordinated effort with regional public health, health care and emergency management partners to develop and exercise regional public health emergency response plans to improve the region's ability to respond to public health emergencies. Mary Hitchcock Memorial Hospital dba Dartmouth Hitchcock will also coordinate a Medical Reserve Corps unit made up of local volunteers who work in emergency medical clinics and shelters. These regional activities are integral to the State's capacity to respond to public health emergencies.

The effectiveness of a regional response structure for public health emergencies was demonstrated during the H1N1 pandemic when the Regional Public Health Networks statewide offered 533 clinics that vaccinated more than 46,000 individuals. Also, during 2011 and 2012 a number of Medical Reserve Corps units statewide provided basic medical support in emergency shelters during tropical storm Irene and “super storm” Sandy.

Mary Hitchcock Memorial Hospital dba Dartmouth Hitchcock will also coordinate substance misuse prevention and related health promotion activities with the primary goal of implementing the three-year regional strategic plan that was developed and completed in June 2012. This strategic plan uses a public health approach that includes Strategic Prevention Framework Model key milestones and products for the evidence-based programs, practices, and policies that will be implemented over the course of the agreement. These efforts must strategically target all levels of society; seek to influence personal behaviors, family systems and the environment in which individuals “live, work, learn and play. “

According to the 2011 National Survey on Drug Use and Health, New Hampshire ranks third in the nation for youth alcohol use (17.04% of 12 to 17 year olds reporting drinking in the past month), third in the nation for alcohol use among young adults (73.22% of 18 to 25 year olds reporting drinking in the past month) and sixth in the nation for alcohol use among adults (64.89% of those 26 and older reporting drinking in the past month). In New Hampshire, the rate of alcohol use and binge drinking (having five or more drinks within a couple of hours) among 12 to 20 year olds is significantly higher than the national average.

New Hampshire also ranks high for marijuana use across a wide range of age categories compared to the rest of the nation. According to the 2011 National Survey on Drug Use and Health, the percentage of young people between the ages of 12 and 17 who report marijuana use in the past month is higher in comparison to all of the other U.S. states and territories. Regular marijuana use (at least once in the past 30 days) is reported by 11.35% of 12-17 year olds. The prevalence of marijuana use among 18 to 25 year olds is fifth in the nation, with 27.03% reporting marijuana use in the past month. The rate of regular marijuana use among adults 26 and older is 5.42%, slightly above the U.S. rate of 4.8%.

Finally, prescription drug misuse is at epidemic proportions in New Hampshire where pain reliever abuse among young adults is the tenth highest in the nation (12.31% of 18 to 25 year olds reported non-medical use of pain relievers in the past year). Perhaps the most telling indicator of New Hampshire’s epidemic is the steady increase in total drug-related deaths since 2000, with the majority of the increase attributable to prescription drug overdose. The number of drug-related overdose deaths in the state increased substantially between 2002 and 2010, more than doubling from 80 deaths to 174 over the eight-year period. Prescription opioids are the most prevalent drug of abuse leading to death.

Mary Hitchcock Memorial Hospital dba Dartmouth Hitchcock will also implement seasonal influenza vaccination clinics in select schools. This initiative represents their ability to expand the range of public health services they offer that are data-driven, known to be effective, and respond to regional needs. Seasonal influenza vaccination rates lag behind the rates for all other recommended childhood immunizations. In order to increase the percent of children six months through 18 years of age who are vaccinated against influenza, New Hampshire must increase access to vaccination services in the school-aged population. New Hampshire’s efforts to vaccinate infants and young children against influenza have been more successful than efforts to vaccinate school children, as demonstrated by Medicaid data. The Division of Public Health Services’ goal is to increase the percent of children ages 5-12 from 60% in the 2011-2012 influenza seasons and from 32% for children age 13-17 years in that same period to the national Healthy People 2020 goal of 80% for all children.

Achieving higher rates of immunization in a school community is known to lower absenteeism among children and school staff. Schools will be targeted in order to access children who may experience the greatest barriers to vaccination including, but not limited to: a lack of local medical providers; lack of transportation; socioeconomic status; or who live in communities in Medically Underserved Areas.

Should Governor and Executive Council not authorize this Request, there will be a reduced ability to quickly activate large-scale vaccination clinics and community-based medical clinics; support individuals with medical needs in emergency shelters; and coordinate overall public health response activities in this region. With respect to substance misuse prevention and related health promotion, the regional prevention system that has been addressing these issues would dissolve, causing a further decline of already limited prevention services as this agreement provides for the continuation, coordination and further development of community based prevention services. Finally, the ability to increase immunization rates among children who experience barriers to this preventative measure would be lost.

Mary Hitchcock Memorial Hospital dba Dartmouth Hitchcock was selected for this project through a competitive bid process. A Request for Proposals was posted on the Division of Health and Human Services' web site from January 15, 2013 through March 4, 2013. In addition, a bidder's conference was held on January 24 that was attended by more than 80 individuals.

Fifteen Letters of Intent were submitted in response to this statewide competitive bid. Fifteen proposals were received, with Mary Hitchcock Memorial Hospital dba Dartmouth Hitchcock being the sole bid to provide these services in this region. This bid was reviewed by two Department of Health and Human Services reviewers who have more than 30 years experience in program administration, emergency planning, and substance misuse prevention. The scoring criteria focused on the bidder's capacity to perform the scope of services and alignment of the budget with the required services. The recommendation that this vendor be selected was based on a satisfactory score and agreement among reviewers that the bidder had significant experience and well-qualified staff. The bid-scoring summary is attached.

As referenced in the Request for Proposals, Renewals Section, the Department of Health and Human Services in its sole discretion may decide to offer a two (2) year extension of this competitively procured agreement, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

This is the initial agreement with this Contractor for emergency preparedness, substance misuse prevention and related health promotion, and school vaccination services.

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

Regional Public Health Advisory Committee

- Representation of at least 70% of the 11 community sectors identified in the CDC Capabilities Standards that participate in the Regional Public Health Advisory Committee.
- Representation of 65% of the six community sectors identified in the Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention, and Treatment's plan that participate in the Regional Public Health Advisory Committee.
- Representation of at least 70% of the 13 healthcare sector partners identified by the Division of Public Health Services that participate in a regional healthcare coalition.
- Documented organizational structure for the Regional Public Health Advisory Committee (e.g. vision or mission statements, organizational charts, by-laws, MOUs, etc.).

- Establish and increase over time, regional connectivity among stakeholders and improved trust among partners via the annual PARTNER Survey.

Substance Misuse Prevention and Related Health Promotion

- Percentage of increase of evidence-based programs, practices, and policies adopted by sector.
- Increase in the amount of funds and resources leveraged in the implementation of prevention strategies.
- Number and increase in the diversity of Center for Substance Abuse Prevention categories implemented across Institute of Medicine classifications as outlined in the federal Block Grant Requirements.
- Number of persons served or reached by Institute of Medicine classification.
- Number of key products produced and milestones reached as outline in and reported annually in the Regional Network Annual Report.
- Short-term and intermediate outcomes measured and achieved as outlined in the Regional Prevention System's Logic Model.
- Long-term outcomes measured and achieved as applicable to the region's three-year strategic plan.

Regional Public Health Preparedness

- Score assigned to the region's capacity to dispense medications to the population, based on the Center for Disease Control's Local Technical Assistance Review.
- Score assigned to the region's capacity to activate a community-based medical surge system during emergencies based on the Division of Public Health Services' Regional Annex Technical Assistance Review.
- Number of Medical Reserve Corps volunteers who are deemed eligible to respond to an emergency.
- Percent of requests for deployment during emergencies met by Medical Reserve Corps units.

School-Based Vaccination

- Number of schools hosting a seasonal influenza clinic.
- Percent of students receiving seasonal influenza vaccination
- Percent of students receiving seasonal influenza vaccination who are enrolled in Medicaid or report being uninsured.

Area served: Canaan, Dorchester, Enfield, Grafton, Grantham, Hanover, Lebanon, Lyme, Orange, Orford, Piermont, and Plainfield.

Source of Funds is 92.54% Federal Funds and 7.46% General Funds from the U.S. Centers for Disease Control and Prevention and the Substance Abuse and Mental Health Services Administration.

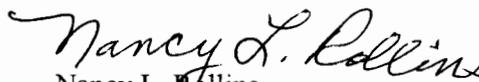
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In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

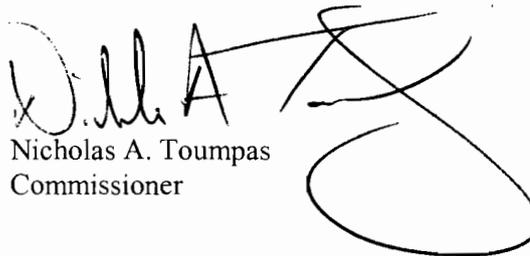


José Thier Montero, MD, MHCDS
Director



Nancy L. Rollins
Associate Commissioner

Approved by:



Nicholas A. Toumpas
Commissioner

JTM/NLR/NT/js

Program Name Division of Public Health Services and Division of Community Based Care Services
Contract Purpose Regional Public Health Network Services
RFP Score Summary Eleven proposals received for 11 Public Health Network Regions

	1	2	3	4	5	6	7	8	9	10	11
RFA/RFP CRITERIA											
Agy Capacity	40	35.50	37.00	34.00	38.00	36.00	29.00	37.00	37.00	37.00	32.00
Program Structure	40	37.50	33.00	30.00	36.00	35.00	26.00	34.00	38.00	37.00	34.00
Budget & Justification	18	16.50	17.00	15.00	16.00	16.00	14.00	17.00	17.00	16.00	17.00
Format	2	1.50	2.00	1.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
TOTAL POINTS	100	91.00	89.00	84.00	92.00	89.00	71.00	90.00	94.00	92.00	85.00

	1	2	3	4	5	6	7	8	9	10	11
BUDGET REQUEST											
Year 01	\$ 151,163.00	\$ 226,380.00	\$ 151,005.00	\$ 151,880.00	\$ 160,118.00	\$ 457,780.00	\$ 307,480.00	\$ 151,516.00	\$ 154,743.00	\$ 148,301.00	\$ 151,451.00
Year 02	\$ 151,163.00	\$ 226,380.00	\$ 151,005.00	\$ 151,880.00	\$ 160,118.00	\$ 457,780.00	\$ 307,480.00	\$ 151,516.00	\$ 154,743.00	\$ 148,301.00	\$ 151,451.00
Year 03	-	-	-	-	-	-	-	-	-	-	-
TOTAL BUDGET REQUEST	\$ 302,326.00	\$ 452,760.00	\$ 302,010.00	\$ 303,760.00	\$ 320,236.00	\$ 915,560.00	\$ 614,960.00	\$ 303,032.00	\$ 309,486.00	\$ 296,602.00	\$ 302,902.00
BUDGET AWARDED											
Year 01	\$ 151,163.00	\$ 226,380.00	\$ 151,005.00	\$ 151,880.00	\$ 160,118.00	\$ 457,780.00	\$ 307,480.00	\$ 151,516.00	\$ 154,743.00	\$ 148,301.00	\$ 151,451.00
Year 02	\$ 151,163.00	\$ 226,380.00	\$ 151,005.00	\$ 151,880.00	\$ 160,118.00	\$ 457,780.00	\$ 307,480.00	\$ 151,516.00	\$ 154,743.00	\$ 148,301.00	\$ 151,451.00
Year 03	-	-	-	-	-	-	-	-	-	-	-
TOTAL BUDGET AWARDED	\$ 302,326.00	\$ 452,760.00	\$ 302,010.00	\$ 303,760.00	\$ 320,236.00	\$ 915,560.00	\$ 614,960.00	\$ 303,032.00	\$ 309,486.00	\$ 296,602.00	\$ 302,902.00

RFP Reviewers	Name	Job Title	Dept/Agency	Qualifications
	Neil Twitchell	Administrator I	Department of Health and Human Services, Division of Public Health Services and Division of Community Based Care Services	This bid was reviewed by two Department of Health and Human Services reviewers who have more than 30 years experience in program administration, emergency planning and substance misuse prevention.
	Ann Crawford	Coordinator	Regional	

*Manchester Health Department and City of Nashua, Division of Public Health & Community Services awards include amounts for preparedness that are awarded through sole source. These funds and competitive Public Health Network awards have always been combined into a single contract.

Program Name Division of Public Health Services and Division of Community Based Care Services
Contract Purpose Regional Public Health Network Services
RFP Score Summary Two proposals received for the Strafford Area

RFA/RFP CRITERIA	Max Pts	Goodwin Community Health Center	Health & Safety Council of Strafford County
Agy Capacity	40	34.00	27.00
Program Structure	40	35.00	26.00
Budget & Justification	18	16.00	13.00
Format	2	2.00	1.00
Total	100	87.00	67.00

BUDGET REQUEST			
Year 01	\$177,046.00	\$173,680.00	-
Year 02	\$177,046.00	\$173,680.00	-
Year 03	\$0.00	\$0.00	-
TOTAL BUDGET REQUEST	\$354,092.00	\$347,360.00	-
BUDGET AWARDED			
Year 01	\$167,046.00	\$0.00	-
Year 02	\$167,046.00	\$0.00	-
Year 03	\$0.00	\$0.00	-
TOTAL BUDGET AWARDED	\$334,092.00	\$0.00	-

RFP Reviewers	Name	Job Title	Dept/Agency	Qualifications
1	Neil Twitchell	Administrator	DPHS/Division of Public Health Services	This bid was reviewed by two Department of Health and Human Services reviewers and three external reviewers who have over 30 years of experience in program administration, emergency planning and substance misuse prevention.
2	Jessica Blais	Chief of Prevention Services	DHHS/Bureau of Drug and Alcohol Services	
3	Betsy Houde	Executive Director	The Youth Council	
4	Valerie Morgan	Administrator	DHHS/Bureau of Drug and Alcohol Services	
5	Jo Porter	Deputy Director	NH Institute for Health Policy & Practice, UNH	

Program Name Division of Public Health Services and Division of Community Based Care Services
Contract Purpose Regional Public Health Network Services
RFP Score Summary Two proposals received for the Capital Area Region

RFA/RFP CRITERIA	Max Pts	Community Action Program Belknap-Merrimack Counties, Inc.	Granite United Way
Agy Capacity	40	30.00	34.00
Program Structure	40	31.00	32.00
Budget & Justification	18	15.00	15.00
Format	2	2.00	2.00
Total	100	78.00	83.00

BUDGET REQUEST		Year 01	Year 02	Year 03	TOTAL BUDGET REQUEST	BUDGET AWARDED
Year 01		\$160,819.00	\$160,569.00	-	-	-
Year 02		\$160,819.00	\$160,569.00	-	-	-
Year 03		\$0.00	\$0.00	\$0.00	-	-
TOTAL BUDGET REQUEST		\$321,638.00	\$321,138.00	-	-	-
Year 01		\$0.00	\$160,569.00	-	-	-
Year 02		\$0.00	\$160,569.00	-	-	-
Year 03		\$0.00	\$0.00	-	-	-
TOTAL BUDGET AWARDED		\$0.00	\$321,138.00	-	-	-

RFP Reviewers	Name	Job Title	Dept/Agency	Qualifications
1	Sandra DelSesto	Director	Institute for Addiction Recovery at Rhode Island College	This bid was reviewed by three Department of Health and Human Services reviewers and two external reviewers who have over 30 years experience in program administration, emergency planning and substance misuse prevention.
2	Patty Baum	Program Officer	Healthy NH	
3	Michelle Ricco Jonas	Family Planning Program Manager	Division of Public Health Services, Maternal and Child Health Services	
4	Neil Twitchell	Administrator	Division of Public Health Services	
5	Valerie Morgan	Administrator	Department of Health and Human Services, Bureau of Drug and Alcohol Services	

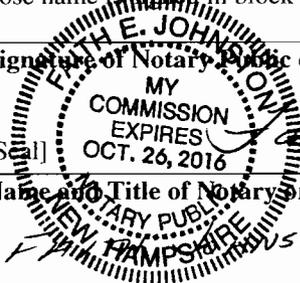
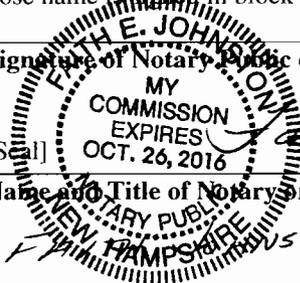
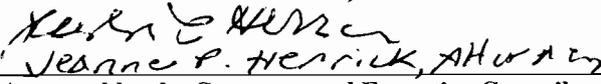
Subject: Regional Public Health Network Services

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services Division of Public Health Services		1.2 State Agency Address 29 Hazen Drive Concord, NH 03301-6504	
1.3 Contractor Name Mary Hitchcock Memorial Hospital dba Dartmouth Hitchcock		1.4 Contractor Address 1 Medical Center Drive Lebanon, NH 03756	
1.5 Contractor Phone Number (603) 650-4068	1.6 Account Number 05-95-90-902510-5171-102-500731, See Exhibit B for additional account numbers.	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$296,602.00
1.9 Contracting Officer for State Agency Lisa L. Bujno, MSN, APRN Bureau Chief		1.10 State Agency Telephone Number 603-271-4501	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Robin Kilfeather-Mackey - Chief Financial Officer	
1.13 Acknowledgement: State of <u>New Hampshire</u> , County of <u>Grafton</u> On <u>7/10/13</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal]  			
1.13.2 Name and Title of Notary or Justice of the Peace  <u>Faith E. Johnson, Notary</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Lisa L. Bujno, Bureau Chief	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  <u>Jeanne P. Herrick, Attorney</u> On: <u>9 Aug. 2013</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

8. EVENT OF DEFAULT/REMEDIES.

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

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

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

14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

NH Department of Health and Human Services

Exhibit A

Scope of Services
Regional Public Health Network Services

CONTRACT PERIOD: July 1, 2013 through June 30, 2015

CONTRACTOR NAME: Mary Hitchcock Memorial Hospital dba Dartmouth
Hitchcock

1 Medical Center Drive

ADDRESS: Lebanon, NH 03756

Chief Financial Officer: Robin Kilfeather-Mackey

TELEPHONE: 603-650-5634

The Contractor shall:

The contractor, as a recipient of federal and state funds will implement recommendations from the NH Division of Public Health Service's (DPHS) report Creating a Regional Public Health System: Results of an Assessment to Inform the Planning Process to strengthen capacity among public health system partners to deliver essential public health services in a coordinated and effective manner by establishing a Regional Public Health Advisory Committee.

The contractor will implement the 2012 Regional Strategic Plan for Prevention pertaining to communities in their region addressing substance misuse prevention and related health promotion as it aligns with the existing three-year outcome-based strategic prevention plan completed June 2012, located on:
<http://www.dhhs.nh.gov/dcbcs/bdas/prevention.htm>.

The contractor will develop regional public health emergency response capabilities in accordance with the Centers for Disease Control and Prevention's (CDC's) Public Health Preparedness Capabilities: National Standards for State and Local Planning (Capabilities Standards) and as appropriate to the region.

The contractor in selected regions will also implement initiatives that respond to other public health needs as identified in this Exhibit A.

All contractors will ensure the administrative and fiscal capacity to accept and expend funds provided by the DPHS and the Bureau of Drug and Alcohol Services (BDAS) for substance misuse prevention and related health promotion and other public health services as such funding may become available.

To achieve these outcomes, the contractor will conduct the following activities:

1. Regional Public Health Advisory Committee

Develop and/or maintain a Regional Public Health Advisory Committee comprised of representatives from the community sectors identified in Table 1 of the RFP. At a minimum, this entity shall provide an advisory role to the contractor and, as appropriate, subcontractors to assure the delivery of the services funded through this agreement.

The Regional Public Health Advisory Committee should strive to ensure its membership is inclusive of all local agencies that provide public health services beyond those funded under this agreement. The purpose is to facilitate improvements in the delivery of the 10 Essential Public Health Services including preparedness-related

services and continue implementation of the Strategic Prevention Framework (SPF) and substance misuse prevention and related health promotion as appropriate to the region. This is accomplished by establishing regional public health priorities that are based on assessments of community health; advocating for the implementation of programs, practices and policies that are evidence-based to meet improved health outcomes; and advance the coordination of services among partners.

A. Membership

At a minimum, the following entities within the region being served shall be granted full membership rights on the Regional Public Health Advisory Committee.

1. Each municipal and county government
2. Each community hospital
3. Each School Administrative Unit (SAU)
4. Each DPHS-designated community health center
5. Each NH Department of Health and Human Services (DHHS)-designated community mental health center
6. The contractor
7. At least one representative from each of the following community sectors shall also be granted full membership rights: business, cultural and faith-based organizations, social services, housing and sheltering, media, and senior services.
8. Representatives from other sectors or individual entities should be included as determined by the Regional Public Health Advisory Committee.

Responsibilities

Perform an advisory function to include:

1. Collaborate with the contractor to establish annual priorities to strengthen the capabilities within the region to prepare for and respond to public health emergencies and implement substance misuse prevention and related health promotion activities.
 - 1.1. Upon contracting, recruit and convene members to determine a name for the region that is based on geography (ex. Seacoast, North Country) by September 30.
2. Collaborate with regional partners to collect, analyze and disseminate data about the health of the region.
 - 2.1. Disseminate the 2012 NH State and Regional Health Profiles, the Youth Risk Behavior Survey (YRBS) and Behavioral Risk Factor Surveillance Survey (BRFSS) reports, and the forthcoming State Public Health Improvement Plan to public health system partners in the region in order to inform partners of the health status of the region. Disseminate other reports (ex. Weekly Early Event Detection Report) issued by DHHS as appropriate.
 - 2.2. Participate in local community health assessments, prioritizing the Community Benefits Assessment conducted by hospitals as required under RSA 7:32.
 - 2.3. Participate in regional, county and local health needs assessments convened by other agencies.
 - 2.4. Participate in community health improvement planning processes being conducted by other agencies.
3. Liaison with municipal and county government leaders to provide awareness of and, as possible, participation in the Regional Public Health Advisory Committee and its role to coordinate activities regionally.
4. Designate representatives to other local or regional initiatives that address emergency preparedness and response, substance misuse prevention and related health promotion, and other public health services.
5. Develop and maintain policies and procedures related to the Regional Public Health Advisory Committee that include:
 - 5.1. Organizational structure
 - 5.2. Membership
 - 5.3. Leadership roles and structure
 - 5.4. Committee roles and responsibilities
 - 5.5. Decision-making process
 - 5.6. Subcommittees or workgroups
 - 5.7. Documentation and record-keeping

- 5.8. Process for reviewing and revising the policies and procedures
6. Complete the PARTNER survey during the fourth quarter of SFY 2014.
7. The chair of the Regional Public Health Advisory Committee or their designee should be present at site visits conducted by the NH DPHS and BDAS and, to the extent possible, be available for other meetings as requested.

2. Substance Misuse Prevention and Related Health Promotion

- a. Ensure oversight to carry out the regional three-year strategic plan (available at: <http://www.dhhs.nh.gov/dcbcs/bdas/prevention.htm>) and coordination of the SPF and other processes as described in this RFP and mapped out within the BDAS Regional Network System Logic Model (Attachment 8):
 1. Maintain and/or hire a full-time-equivalent coordinator to manage the project with one person serving as the primary point of contact and management of the scope of work.
 - a. The Prevention Coordinator(s) is required to be a Certified Prevention Specialist (CPS) or pending certification within one year of start of contract and a graduate from a four year university.
 2. Provide or facilitate appropriate professional office space, meeting space, and access to office equipment to conduct the business of the Regional Public Health Network (RPHN).
 3. Ensure proper and regular supervision to the Coordinator(s) in meeting the deliverables of this contract.
 4. Ensure the continuance of a committee to serve as the content experts for Substance Misuse Prevention and Related Health Promotion and associated consequences for the region that is under the guidance of and informs the Regional Public Health Advisory Committee.
 - a. The expert committee shall consist of the six sectors representative of the region with a shared focus on prevention misuse of substances and associated consequences. The committee will inform and guide the regional efforts to ensure priorities and programs are data-driven, evidence-based, and culturally appropriate to the region to achieve outcomes.
 - b. Ensure the expert committee provides unbiased input into regional activities and development, guidance in the implementation of the three-year strategic plan and other contract deliverables and serves as the liaison to the Regional Public Health Advisory Committee.
 - c. Recruit and maintain various members from the six core sectors to conduct the steps of the SPF in reaching key milestones and producing key products as outline in Attachment 2.
 - d. Submit any and all revised regional network strategic plans as required to BDAS that are data-driven and endorsed by regional members and the expert committee/workgroup.
 - e. Promote and communicate regional outcomes, goals, objectives, activities and successes through media and other community information channels to the regions' coalitions, local drug free community grantees, prevention provider agencies, and other prevention entities as appropriate.
 - f. Cooperate with and coordinate all evaluation efforts as required by BDAS conducted by the Center for Excellence, (e.g. PARTNER Survey, annual Regional Network Evaluation, and other surveys as directed by BDAS).
 - g. Maintain effective training and on-going communication within the coalition, expert committee, broader membership, six core sectors, and all subcommittees.
 - h. Attend all State required trainings, workshops, and bi-monthly meetings.
 - i. Work with BDAS and the Bureau of Liquor Enforcement to institute Comprehensive Synar Plan activities (merchant and community education efforts, youth involvement, policy and advocacy efforts, and other activities).
 - j. Assist with other State activities as needed.
 - k. Ongoing quality improvement is required as demonstrated by attendance and participation with Center for Excellence technical assistance events and learning collaborative(s).
 - l. Conduct 10 Appreciative Inquires annually and utilize Community-Based Participatory Research approach in outreach efforts as stated in RFP.

- m. Meet the requirements of the National Outcomes as outlined in Attachment 7.
- n. Meet the required outcomes measures as outlined in BDAS Regional Network System Logic Model (Attachment 8).
- o. Provide hosting and/or collaborative efforts for one full time Volunteers in Service to America (VISTA) volunteer provided by Community Anti-Drug Coalitions of America (CADCA) at minimum for one-year to work within and across regions to support military personnel and their families in support of the goals and objectives of the VetCorps-VISTA Project:
 - Increase the number of veterans and military families (VMF) receiving services and assistance by establishing partnerships and developing collaborations with communities to help create a network and safety net of support similar to that of military bases;
 - Increase the capacity of community institutions and civic and volunteer organizations to assist local VMFs in several areas 1) Enhancing opportunities for healthy futures for VMF focusing on access to health care and health care services, with an emphasis on substance abuse prevention, treatment and outreach; 2) Facilitating the provision of and access to social, mental and physical health services to VMF; 3) Enhancing economic opportunities for VMF (focusing on housing and employment); and 4) Increasing the number of veterans engaged in service opportunities.

3. Regional Public Health Preparedness

A. Regional Public Health Emergency Planning

The goal of these activities is to provide leadership and coordination to improve the readiness of regional, county, and local partners to mount an effective response to public health emergencies and threats. This will be achieved by conducting a broad range of specific public health preparedness activities to make progress toward meeting the national standards described in the Capabilities Standards. All activities shall build on current efforts and accomplishments within each region. All revisions to the regional preparedness annex and appendices, as well as exercises conducted under this agreement will prioritize the building and integration of the resource elements described in the Capabilities Standards.

1. In collaboration with the Regional Public Health Advisory Committee described in that section of this document provide leadership to further develop, exercise and update the current Regional Public Health Emergency Annex (RPHEA) and related appendices (Attachment 11). The RPHEA is intended to serve as an annex or addendum to municipal emergency operations plans to activate a regional response to large-scale public health emergencies. The annex describes critical operational functions and what entities are responsible for carrying them out. The regional annex clearly describe the policies, processes, roles, and responsibilities that municipalities and partner agencies carry out before, during, and after any public health emergency. For more information about the format and structure of emergency plans go to: http://www.fema.gov/pdf/about/divisions/npd/CPG_101_V2.pdf.
 - 1.1 Participate in an annual Regional Annex Technical Assistance Review (RATAR) developed by the NH DPHS. The RATAR outlines planning elements to be assessed for evidence of the Public Health Regions' (PHRs) overall readiness to mount an effective response to a public health emergency or threat. Revise and update the RPHEA, related appendices and attachments based on the findings from the RATAR.
 - 1.2 Participate in an annual Local Technical Assistance Review (LTAR) as required by the CDC Division of Strategic National Stockpile (DSNS). The LTAR outlines planning elements specific to managing, distributing and dispensing Strategic National Stockpile (SNS) materiel received from the CDC during a public health emergency. Revise and update the RPHEA, related appendices and attachments based on the findings from the LTAR.
 - 1.3 Develop new incident-specific appendices based on priorities identified by the NH DPHS. The DPHS will provide planning templates and guidance for use by the contractor.

- 2.6. Based on a determination made by regional partners, administer a regional HAN in accordance with DPHS policies, procedures, and requirements.
- 2.7. Improve capacity to receive and expend funds associated with public health emergency response in a timely manner. Assess the agency's financial, personnel, and procurement/contract management policies and procedures and improve procedures to reduce the time needed to receive and use federal and state funds during emergencies.
- 2.8. Sponsor and organize the logistics for at least two trainings/in-services for regional partners. Collaborate with the DHHS, DPHS, the NH Institute of Public Health Practice, the Community Health Institute in Bow, NH, the Preparedness Emergency Response Learning Center at Harvard University and other training providers to implement these training programs. Enter information about training programs and individuals trained into a learning management system administered by NH DPHS to track training programs.
3. In coordination with the DHHS, maintain a Medical Reserve Corps (MRC) within the region or in cooperation with other regions according to guidance from the federal MRC program and the DHHS.
 - 3.1 Identify current members or enlist new members to serve in a leadership capacity to further develop the capability, capacity and programs of the regional MRC.
 - 3.2 Conduct outreach to health care entities to recruit health care workers with the skills, licensure and credentialing needed to fill positions described in the RPHEA, related appendices, and to support the school-based immunization clinics described in this Exhibit. Conduct outreach in other venues to recruit non-clinical volunteers.
 - 3.3. Enter and maintain data about MRC members in a module within the NHResponds system administered by the NH DHHS to ensure the capability to notify, activate, and track members during routine public health or emergency events. Utilize this system to activate members and track deployments. Each agency funded under this agreement will be granted administrative access rights to this web-based system in order to complete this activity.
 - 3.4. Enter information about training programs and individuals trained into a learning management system administered by NH DHHS to track training programs completed by MRC members.
 - 3.5 Conduct training programs that allow members to meet core competency requirements established by the NH MRC Advisory Committee and the NH DHHS. Provide at least one opportunity per year for members to take each of the on-site courses required to meet the core competency requirements. These courses may be offered in the region or an adjoining region when feasible.

C. Public Health Emergency Drills and Exercises

1. Plan and execute drills and exercises in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP).
 - 1.1 Maintain a three-year Training and Exercise Plan (TEP) that, at a minimum, includes all drills and exercises as required under the SNS program.
 - 1.2 Coordinate participation of regional partners in a HSEEP compliant functional exercise regarding the section in the regional annex to provide low-flow oxygen support to patients in an ACS. The exercise will be offered through a vendor contracted by the DPHS.
 - 1.3 Based on the mutual agreement of all parties and as funding allows, participate in drills and exercises conducted by the NH DPHS, NH DHHS ESU, and NH Homeland Security and Emergency Management (HSEM).
 - 1.4 Collaborate with local emergency management directors, hospitals, and public health system partners to seek funding to support other workshops, drills and exercises that evaluate the Capabilities Standards based on priorities established by regional partners.
 - 1.5 To the extent possible, participate in workshops, drills and exercises as requested by local emergency management directors or other public health partners.

4. School-Based Seasonal Influenza Vaccination Services

1. Implement vaccination programs against seasonal influenza in primary, middle, and high schools based on guidance and protocols from the NH Immunization Program (NHIP).
 - 1.1 Recruit public and non-residential private schools to participate in school-based clinics based on priorities established by the DPHS. Priorities may be based on socioeconomic status, prior year vaccination rates, or other indicators of need.
 - 1.2 School influenza vaccination clinics must be held during the school day (approximately 8 A.M. to 4 P.M.) and on school grounds.
 - 1.3 As requested by the DPHS, use the IRMS to manage vaccine provided under the auspices of the DPHS NHIP.
 - 1.4 Submit all required documentation for immunized individuals to the NHIP within 10 business days after each clinic.
 - 1.5 Report all known adverse reactions according to protocols established by the NHIP.
 - 1.6 Dispose of all biological waste materials in accordance with regulations established by the State of New Hampshire.
 - 1.7 Conduct debriefings after each clinic to identify opportunities for improvements.

5. Performance Measures

Regional Public Health Advisory Committee

- Representation of at least 70% of the 11 community sectors identified in the CDC Capabilities Standards that participate in the Regional Public Health Advisory Committee.
- Representation of 65% of the 6 community sectors identified in the Governor's Commission plan that participate in the Regional Public Health Advisory Committee.
- Representation of at least 70% of the 13 healthcare sector partners identified by the DPHS that participate in the regional healthcare coalition.
- Documented organizational structure for the Regional Public Health Advisory Committee (e.g. vision or mission statements, organizational charts, MOUs, minutes, etc.).
- Establish and increase over time regional connectivity among stakeholders and improved trust among partners via the annual PARTNER Survey.

Substance Misuse Prevention and Related Health Promotion

Outcome and evaluation measure instruments will be administered in cooperation with the NH Center for Excellence and Monthly submission of process evaluation data via the web-based performance monitoring system (P-WITS) and other surveys and reports as required by BDAS (e.g. PARTNER survey, Regional Network Evaluation, Regional Network Annual Report).

- Percentage of increase of evidence-based programs, practices and policies adopted by sector as recorded in P-WITS.
- Increase in the amount of funds and resources leveraged in the implementation of prevention strategies as recorded in P-WITS.
- Number and increase in the diversity of Center for Substance Abuse Prevention (CSAP) categories implemented across Institute of Medicine (IOM) classifications as outlined in the Block Grant Requirements (Attachment 7) as recorded in P-WITS.
- Number of persons served or reached by IOM classification as recorded in P-WITS.
- Number of key products produced and milestones reached as outlined in Attachment 2 and reported annually in the Regional Network Annual Report and as recorded in P-WITS.

- Short-term and intermediate outcomes measured and achieved as outlined in the Regional System Logic Model (Attachment 8).
 - a) Long-term outcomes measured and achieved as applicable to the region's 3-year strategic plan.

Regional Public Health Preparedness

- Score assigned to the region's capacity to dispense medications to the population based on the CDC LTAR.
- Score assigned to the region's capacity to activate a community-based medical surge system during emergencies based on the DPHS' RATAR.
- Number of MRC volunteers who are deemed eligible to respond to an emergency.
- Percent of requests for deployment during emergencies met by MRC units.

School-Based Vaccination

- Number of schools hosting a seasonal influenza clinic (School-based clinic awardees only).
- Percent of students receiving seasonal influenza vaccination (School-based clinic awardees only).
- Percent of students receiving seasonal influenza vaccination who are enrolled in Medicaid or report being uninsured.

6. Training and Technical Assistance Requirements

The contractor will participate in training and technical assistance programs offered to agencies receiving funds under this agreement.

Regional Public Health Preparedness

1. Participate in bi-monthly Preparedness Coordinator technical assistance meetings.
2. Develop and implement a technical assistance plan for the region, in collaboration with the agency that is under contract with the NH DPHS to provide that technical assistance.
3. Complete the training standards recommended for Preparedness Coordinators (See Attachment 12).
4. Attend the annual Statewide Preparedness Conferences in June 2014 and 2015.

Medical Reserve Corps

1. Participate in the development of a statewide technical assistance plan for MRC units.
2. Participate in monthly MRC unit coordinator meetings.
3. Attend the annual Statewide MRC Leadership Conference.

Substance Misuse Prevention and Related Health Promotion

1. On going quality improvement is required as demonstrated by attendance and participation with Center for Excellence on or off site technical assistance and learning collaborative(s).

Immunization Services

1. Participate in bi-monthly conference calls with NHIP staff.
2. Attend a half-day Training of Trainers in-service program offered by the NHIP.

7. Administration and Management

A. All Services

1. Workplan

Monitor progress on the final workplan approved by the DHHS prior to the initiation of the contract. There must be a separate section for each of the following:

- a. Regional Public Health Advisory Committee
- b. Substance Misuse Prevention and Related Health Promotion
- c. Regional Public Health Emergency Preparedness
- d. School-based Vaccination Services
- e. Training and Technical Assistance
- f. Administration and Management

2. Reporting, Contract Monitoring and Performance Evaluation Activities

All Services

1. Participate in an annual or semi-annual site visit with DHHS, DPHS and BDAS staff. Site visits will include:
 - 1.1 A review of the progress made toward meeting the deliverables and requirements described in this Exhibit A based on an evaluation plan that includes performance measures.
 - 1.2 Subcontractors must attend all site visits as requested by DHHS.
 - 1.3 A financial audit in accordance with state and federal requirements.
2. Maintain the capability to accept and expend funds to support funded services.
 - 2.1 Submit monthly invoices within 20 working days after the end of each calendar month in accordance with the terms described in Exhibit B, paragraph 3, on forms provided by the DHHS.
 - 2.2. Assess agency policies and procedures to determine areas to improve the ability to expedite the acceptance and expenditure of funds during public health emergencies.
 - 2.3. Assess the agency's capacity to apply for state and federal reimbursement for costs incurred during declared emergencies.
3. Ensure the capacity to accept and expend new state or federal funds during the contract period for public health and substance misuse prevention and related health promotion services.
4. Submit for approval all educational materials developed with these funds. Such materials must be submitted prior to printing or dissemination by other means. Acknowledgement of the funding source shall be in compliance with the terms described in Exhibit C, paragraph 14.
5. Provide other programmatic updates as requested by the DHHS.
6. Engage the Regional Public Health Advisory Committee to provide input about how the contractor can meet its overall obligations and responsibilities under this Scope of Services.
 - 6.1. Provide the Regional Public Health Advisory Committee with information about public health and substance misuse prevention and related health promotion issues in the state and region that may impact the health and wellness of the public and the ability of communities to respond to and recover from emergencies.
 - 6.2 Facilitate awareness of the Regional Public Health Advisory Committee about the agency's performance under this Scope of Services by allowing a representative from the Regional Public Health Advisory Committee to participate in site visits and other meetings with the NH DHHS related to the activities being conducted under this agreement.

3. Subcontractors

- 3.1. If any services required by this Exhibit are provided, in whole or in part, by a subcontracted agency or provider, the DHHS must be notified in writing *and approve the subcontractual agreement*, prior to initiation of the subcontract.
- 3.2. In addition, the original contractor will remain liable for all requirements included in this Exhibit and carried out by subcontractors.

4. Transfer of assets

- 4.I Upon notification by the DHHS and within 30 days of the start of the contract, coordinate with the DHHS the transfer of any assets purchased by another entity under a previous contract.

Public Health Preparedness and School- Based Immunization Clinics

- 1. Submit quarterly progress reports based on performance using reporting tools developed by the DPHS. A single report shall be submitted to the DPHS' Community Health Development Section that describes activities under each section of this Exhibit that the contractor is funded to provide. The Section will be responsible to distribute the report to the appropriate contract managers in other DPHS programs.
- 2. Complete membership assessments to meet CDC and Assistant Secretary for Preparedness and Response (ASPR) requirements.

Substance Misuse Prevention and Related Health Promotion

- 1. Complete monthly data entry in the BDAS P-WITS system that aligns and supports the regional substance misuse prevention and related health promotion plan.
 - 1.1. Contractor will submit the following to the State:
 - 1.1.1. Submit updated or revised strategic plans for approval prior to implementation.
 - 1.1.2. Submit annual report to BDAS due June 25, 2014 and 2015 (template will be provided by BDAS).
 - 1.1.3. Cooperate and coordinate all evaluation efforts conducted by the Center for Excellence, (e.g. PARTNER Survey, annual environmental measure, and other surveys as directed by BDAS).
 - 1.1.4. Provide additional information as a required by BDAS.

Fiscal Agent

- 1. As requested by regional partners, serve as a fiscal agent for federal, state or other funds to provide public health services within the PHR. Services provided using these funds may be implemented by the contractor or other partnering entities.

I understand and agree to this scope of services to be completed in the contract period. In the event our agency is having trouble fulfilling this contract we will contact the appropriate DHHS office immediately for additional guidance.

Executive Director Signature: _____ 

NH Department of Health and Human Services

Exhibit B

Purchase of Services
Contract Price

Regional Public Health Network Services

CONTRACT PERIOD: July 1, 2013 through June 30, 2015

CONTRACTOR NAME: Mary Hitchcock Memorial Hospital dba Dartmouth Hitchcock
1 Medical Center Drive
ADDRESS: Lebanon, NH 03756
Chief Financial Officer: Robin Kilfeather-Mackey
TELEPHONE: 603-650-5634

Vendor #177160-B003	Job #90077021	Appropriation #05-95-90-902510-5171-102-500731
	Job #49156502	Appropriation #05-95-49-491510-2988-102-500734
	Job #90023010	Appropriation #05-95-90-902510-5178-102-500731

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

\$152,000 for Public Health Preparedness – Regional Planning, Response and Exercises and Drills, funded from 85.45% federal funds from the U.S. Centers for Disease Control and Prevention (CDC), (CFDA #96.069), and 14.55% general funds, \$130,760 for Substance Misuse Prevention and Related Health Promotion, funded from 100% federal funds from the Substance Abuse and Mental Health Services Administration (CFDA #93.959), and \$13,842 for School Based Vaccination Clinics, funded from 100% federal funds from the National Center for Immunization and Respiratory Diseases, CDC, (CFDA #93.268).

TOTAL: \$296,602.00

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

Contractor Initials: 
Date: 7/10/13

5. Payment will be made by the State agency subsequent to approval of the submitted invoice and if sufficient funds are available in the Service category budget line items submitted by the Contractor to cover the costs and expenses incurred in the performances of the services.
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.

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NH Department of Health and Human Services

Exhibit C

SPECIAL PROVISIONS

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

costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, 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 nine months after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

- 10.1 **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 10.2 **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

11. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public

officials requiring such information in connection with their official duties and for purposes directed connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Subparagraph 14.1 of the General Provisions of this contract is deleted and the following subparagraph is added:

14.1 All insurance provided by Mary Hitchcock Memorial Hospital dba Dartmouth Hitchcock shall be provided by financially sound insurance companies authorized to do business in New Hampshire or a captive insurance program or other alternative risk financing mechanism. If provided by a captive insurance program or other alternative risk financing mechanism, documentation will be provided upon request to assure the Contracting Officer of Mary Hitchcock Memorial Hospital's ability to cover all reserves and claims. The Contractor shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

Subparagraph 14.1.1 of the General Provisions of this contract is deleted and the following subparagraph is added:

14.1.1 whatever insurance or alternative risk financing mechanism is utilized will be in amounts of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate.

17. Renewal:

As referenced in the Request for Proposals, Renewals Section, DHHS in its sole discretion may decide to offer a two (2) year extension of this competitively procured agreement, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

18. Authority to Adjust

Notwithstanding paragraph 18 of the P-37 and Exhibit B, Paragraph 1 Funding Sources, to adjust funding from one source of funds to another source of funds that are identified in the Exhibit B Paragraph 1 and within the price Standard Exhibits A – J

Initials: 7/10

Date: 7/10/13

limitation, and to adjust amounts if needed and justified between State Fiscal Years and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Council.

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

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

10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

SPECIAL PROVISIONS – DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

Initials: *TM*
Date: 7/10/13

NH Department of Health and Human Services

Standard Exhibit D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I – FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

Standard Exhibits A – J

Initials: MZ

Date: 7/10/13

- (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

2) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

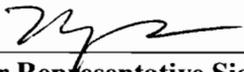
Place of Performance (street address, city, county, State, zip code) (list each location)

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

Mary Hitchcock Memorial Hospital dba Dartmouth Hitchcock
Contractor Name

From: 7/1/2013 To: 6/30/2015
Period Covered by this Certification

Robin Kilfeather-Mackey, Chief Financial Officer
Name and Title of Authorized Contractor Representative


Contractor Representative Signature 7/10/13
Date

NH Department of Health and Human Services

Standard Exhibit E

CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

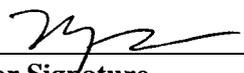
- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title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

Contract Period: 7/1/2013 through 6/30/2015

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

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

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

	Chief Financial Officer
_____ Contractor Signature	_____ Contractor’s Representative Title
Mary Hitchcock Memorial Hospital dba Dartmouth Hitchcock	7/10/13
_____ Contractor Name	_____ Date

NH Department of Health and Human Services

Standard Exhibit F

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

Instructions for Certification

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

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

PRIMARY COVERED TRANSACTIONS

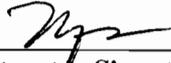
1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b.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

Lower Tier Covered Transactions

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

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

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

 <hr/> Contractor Signature	Chief Financial Officer <hr/> Contractor's Representative Title
Mary Hitchcock Memorial Hospital dba Dartmouth Hitchcock <hr/> Contractor Name	7/10/13 <hr/> Date

NH Department of Health and Human Services

STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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



Contractor Signature

Chief Financial Officer

Contractor's Representative Title

Mary Hitchcock Memorial Hospital dba Dartmouth
Hitchcock

Contractor Name

Date

7/10/13

NH Department of Health and Human Services

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

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

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Use and Disclosure of Protected Health Information.

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

(3) Obligations and Activities of Business Associate.

- a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec.13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.
- c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such

business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.

- e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

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

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

(5) Termination for Cause

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

(6) Miscellaneous

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

NH Department of Health and Human Services

STANDARD EXHIBIT J

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

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

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

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

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

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

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



(Contractor Representative Signature)

Robin Kilfeather-Mackey, Chief Financial Officer
(Authorized Contractor Representative Name & Title)

Mary Hitchcock Memorial Hospital dba Dartmouth Hitchcock
(Contractor Name)

7/10/13
(Date)

NH Department of Health and Human Services

STANDARD EXHIBIT J

FORM A

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

1. The DUNS number for your entity is: 069910297

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

X NO YES

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

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

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

NO YES

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

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

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

Name: Amount:

Name: Amount:

Name: Amount:

Name: Amount:

Name: Amount:

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that MARY HITCHCOCK MEMORIAL HOSPITAL is a New Hampshire nonprofit corporation formed August 7, 1889. 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 30th day of April A.D. 2013

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

William M. Gardner
Secretary of State

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that 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 1st day of May A.D. 2013

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

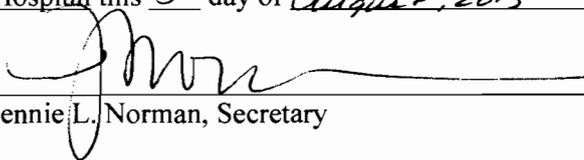
1. I am the duly elected Secretary of the Board of Trustees of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital;
2. The following is a true and accurate excerpt from the December 7th, 2012 Bylaws of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital:

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.”

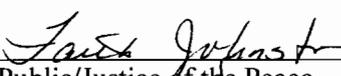
3. Article I – Section A, as referenced above, provides authority for the chief officers, including the Chief Executive Officer and Chief Financial Officer, of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital to sign and deliver, either individually or collectively, on behalf of Dartmouth-Hitchcock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

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Board of Trustees of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital this 5 day of August, 2013.



Jennie L. Norman, SecretarySTATE OF NHCOUNTY OF GRAFTON

The foregoing instrument was acknowledged before me this 5 day of August, 2013 by Jennie L. Norman



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


CERTIFICATE OF INSURANCE	DATE: May 2, 2013
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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
Mary Hitchcock Memorial Hospital
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.

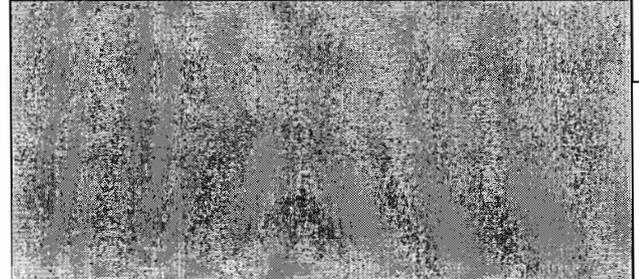
TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
GENERAL LIABILITY	0002013-A	7/1/13	6/30/14	GENERAL AGGREGATE	\$NONE
				PRODUCTS-COMP/OP AGGREGATE	
<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PERSONAL ADV INJURY	
				EACH OCCURRENCE	\$1,000,000
<input checked="" type="checkbox"/> CLAIMS MADE				FIRE DAMAGE	
<input type="checkbox"/> OCCURRENCE				MEDICAL EXPENSES	
PROFESSIONAL LIABILITY				EACH CLAIM	
				ANNUAL AGGREGATE	
OTHER					

DESCRIPTION OF OPERATIONS/ LOCATIONS/ VEHICLES/ SPECIAL ITEMS (LIMITS MAY BE SUBJECT TO RETENTIONS)
MARY HITCHCOCK MEMORIAL HOSPITAL EVIDENCE OF COVERAGE FOR GENERAL LIABILITY.
 We have been advised that Mary Hitchcock Memorial Hospital has a Regional Public Health Network Services Grant (July 1, 2013 to June 30, 2015) with the New Hampshire Department of Health & Human Services. Certificate of Insurance sent to Director, Division of Public Health Services, New Hampshire Department of Health & Human Services, 29 Hazen Drive, Concord, NH 03301-6504.

CERTIFICATE HOLDER

New Hampshire Department of Health & Human Services
29 Hazen Drive
Concord, NH 03301-6504
(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

Jeanne 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

MARY HITCHCOCK MEMORIAL HOSPITAL
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	10/1/2013	WA7-61D-073526-072	COVERAGE AFFORDED UNDER WC LAW OF THE FOLLOWING STATES: New Hampshire	EMPLOYERS LIABILITY Bodily Injury by Accident \$1,000,000. Each Accident
				Bodily Injury By Disease \$1,000,000. Policy Limit
				Bodily Injury By Disease \$1,000,000. 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	Per Person / Organization
			Other	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
NH DHHS
129 Pleasant Street
Concord NH 03301

Susan Boucher

Susan Boucher

BEDFORD / 0116 AUTHORIZED REPRESENTATIVE
SUITE 100 10 CORPORATE DRIVE
BEDFORD NH 03110 603-472-7100 6/24/2013
OFFICE PHONE DATE ISSUED

This certificate is executed by LIBERTY MUTUAL INSURANCE GROUP as respects such insurance as is afforded by those Companies NM 772 07-10

CERTIFICATE OF INSURANCE

DATE:
June 27, 2013

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		0002013-A	7/1/13	6/30/14	GENERAL AGGREGATE	\$NONE
X	COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGGREGATE	
					PERSONAL ADV INJURY	
					EACH OCCURRENCE	\$1,000,000
X	CLAIMS MADE				FIRE DAMAGE	
	OCCURRENCE				MEDICAL EXPENSES	
PROFESSIONAL LIABILITY					EACH CLAIM	
					ANNUAL AGGREGATE	
OTHER						

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

DDARTMOUTH-HITCOCK CLINIC EVIDENCE OF COVERAGE FOR GENERAL LIABILITY.

We have been advised that Dartmouth-Hitchcock Clinic has a Regional Public Health Network Services Grant (July 1, 2013 to June 30, 2015) with the New Hampshire Department of Health & Human Services. Certificate of Insurance sent to Director, Division of Public Health Services, New Hampshire Department of Health & Human Services, 29 Hazen Drive, Concord, NH 03301-6504.

CERTIFICATE HOLDER

New Hampshire Department of Health & Human Services
29 Hazen Drive
Concord, NH 03301-6504
(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 - Grant

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			
WORKERS COMPENSATION	<input checked="" type="checkbox"/> POLICY TERM	10/1/2013	WA7-61D-253624-032	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				General Aggregate	
				Products / Completed Operations Aggregate	
				Each Occurrence	
				Personal & Advertising Injury	Per Person / Organization
				Other	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

NH DHHS
129 Pleasant Street
Concord NH 03301

Certificate
Holder

Karyn Lessard

Karyn Lessard

BEDFORD / 0116 AUTHORIZED REPRESENTATIVE
 SUITE 100 10 CORPORATE DRIVE
 BEDFORD NH 03110 603-472-7100 6/21/2013
 OFFICE PHONE DATE ISSUED

This certificate is executed by LIBERTY MUTUAL INSURANCE GROUP as respects such insurance as is afforded by those Companies NM 772 07-10

Dartmouth-Hitchcock and Subsidiaries

Combined Financial Statements

**For the Nine Months Ended June 30, 2012 and the
Year Ended September 30, 2011**



Report of Independent Auditors

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

In our opinion, the accompanying combined balance sheet and the related combined statements of operations and changes in net assets and cash flows present fairly, in all material respects, the financial position of Dartmouth-Hitchcock and Subsidiaries (Dartmouth-Hitchcock) at June 30, 2012, and the results of their operations and changes in net assets and their cash flows for the nine months then ended in conformity with accounting principles generally accepted in the United States of America. These financial statements are the responsibility of Dartmouth-Hitchcock's management; our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit of these statements in accordance with auditing standards generally accepted in the United States of America, which require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion. The combined financial statements of Dartmouth-Hitchcock as of September 30, 2011 and for the year then ended were audited by other auditors whose report dated January 27, 2012 expressed an unqualified opinion on those statements.

PricewaterhouseCoopers LLP

October 26, 2012

Dartmouth-Hitchcock and Subsidiaries
Combined Balance Sheets
June 30, 2012 and September 30, 2011

<i>(in thousands of dollars)</i>	2012	2011
Assets		
Current assets		
Cash and cash equivalents	\$ 59,510	\$ 50,778
Patient accounts receivable, net of estimated uncollectibles of \$57,585 at June 30, 2012 and \$56,495 at September 30, 2011 (Notes 4 and 5)	165,378	154,294
Prepaid expenses and other current assets (Note 14)	<u>77,833</u>	<u>82,328</u>
Total current assets	302,721	287,400
Assets limited as to use (Notes 6, 8, and 11)	520,978	498,234
Other investments for temporarily and permanently restricted activities (Notes 6 and 8)	99,282	95,943
Property, plant, and equipment, net (Note 7)	444,598	429,267
Other assets	<u>47,614</u>	<u>45,616</u>
Total assets	\$ 1,415,193	\$ 1,356,460
Liabilities and Net Assets		
Current liabilities		
Current portion of long-term debt (Note 11)	\$ 9,675	\$ 9,698
Current portion of liability for pension and other postretirement plan benefits (Note 12)	7,639	7,623
Accounts payable and accrued expenses (Note 14)	68,585	73,686
Accrued compensation and related benefits	99,782	99,374
Estimated third-party settlements (Note 5)	<u>22,386</u>	<u>22,491</u>
Total current liabilities	208,067	212,872
Long-term debt, excluding current portion (Note 11)	407,711	408,523
Insurance deposits and related liabilities (Note 13)	95,866	93,703
Interest rate swaps (Notes 8 and 11)	29,006	26,768
Liability for pension and other postretirement plan benefits (Note 12)	<u>410,587</u>	<u>371,556</u>
Total liabilities	1,151,237	1,113,422
Net assets		
Unrestricted	171,098	152,039
Temporarily restricted (Notes 9 and 10)	61,849	60,011
Permanently restricted (Notes 9 and 10)	<u>31,009</u>	<u>30,988</u>
Total net assets	263,956	243,038
Commitments and contingencies (Notes 5, 7, 8, 11, 14, and 16)	<u>-</u>	<u>-</u>
Total liabilities and net assets	\$ 1,415,193	\$ 1,356,460

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

Dartmouth-Hitchcock and Subsidiaries
Combined Statements of Operations and Changes in Net Assets
For the Nine Months Ended June 30, 2012 and Year Ended September 30, 2011

<i>(in thousands of dollars)</i>	2012	2011
Unrestricted revenue and other support		
Net patient service revenue, net of provision for bad debt (\$25,394 in 2012; \$39,123 in 2011) (Notes 4 and 5)	\$ 863,095	\$ 1,077,187
Medicaid uncompensated care revenue (Note 5)	-	41,693
Contracted revenue (Note 2)	47,856	62,119
Other operating revenue (Notes 2, 5, 6, and 14)	35,174	38,911
Net assets released from restrictions (Note 9)	10,349	10,581
Total unrestricted revenue and other support	956,474	1,230,491
Operating expenses		
Salaries	447,859	587,563
Employee benefits	152,074	198,770
Medical supplies and medications	126,416	160,197
Purchased services and other	112,910	153,564
Medicaid enhancement tax (Note 5)	32,798	43,491
Medical school financial support	6,000	8,000
Depreciation and amortization	39,233	49,632
Interest (Note 11)	12,614	16,094
Expenditures relating to net assets released from restrictions (Note 9)	10,349	10,581
Total operating expenses	940,253	1,227,892
Operating margin, before nonrecurring charge	16,221	2,599
Voluntary early retirement program (Note 12)	-	15,781
Operating income (loss)	16,221	(13,182)
Nonoperating gains (losses)		
Investment gains (Notes 6 and 11)	32,031	964
Loss on advance refunding (Note 11)	-	(1,698)
Other losses	(4,390)	(4,466)
Total nonoperating gains (losses), net	27,641	(5,200)
Excess (deficiency) of revenue over expenses	43,862	(18,382)

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

Dartmouth-Hitchcock and Subsidiaries
Combined Statements of Operations and Changes in Net Assets, Continued
For the Nine Months Ended June 30, 2012 and Year Ended September 30, 2011

<i>(in thousands of dollars)</i>	2012	2011
Unrestricted net assets		
Excess (deficiency) of revenue over expenses	43,862	(18,382)
Net assets released from restrictions (Note 9)	1,068	224
Change in funded status of pension and other postretirement benefits (Note 12)	(24,188)	(25,994)
Change in fair value on interest rate swaps (Note 11)	(1,683)	(1,694)
Increase (decrease) in unrestricted net assets	19,059	(45,846)
Temporarily restricted net assets		
Gifts, bequests, and sponsored activities	9,559	7,603
Investment gains	1,760	1,928
Change in net unrealized gains (losses) on investments	1,936	(1,411)
Net assets released from restrictions (Note 9)	(11,417)	(10,805)
Increase (decrease) in temporarily restricted net assets	1,838	(2,685)
Permanently restricted net assets		
Gifts and bequests	21	333
Increase in permanently restricted net assets	21	333
Change in net assets	20,918	(48,198)
Net assets		
Beginning of year	243,038	291,236
End of year	\$ 263,956	\$ 243,038

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

Dartmouth-Hitchcock and Subsidiaries
Combined Statements of Cash Flows
For the Nine Months Ended June 30, 2012 and Year Ended September 30, 2011

<i>(in thousands of dollars)</i>	2012	2011
Cash flows from operating and nonoperating activities		
Change in net assets	\$ 20,918	\$ (48,198)
Adjustments to reconcile change in net assets to net cash provided by operating and nonoperating activities		
Change in fair value of interest rate swaps	2,238	2,246
Provision for bad debt expense	25,394	39,123
Depreciation and amortization	39,584	49,913
Change in funded status of pension and other postretirement benefits	24,188	25,994
Loss on disposal of fixed assets	870	778
Loss on advance refunding of debt	-	1,698
Net realized gains and change in net unrealized (gains) losses on investments	(30,567)	322
Restricted contributions	(21)	(333)
Changes in assets and liabilities		
Patient accounts receivable, net	(36,478)	(28,361)
Prepaid expenses and other current assets	4,495	(26,441)
Other assets, net	(1,998)	(5,172)
Accounts payable and accrued expenses	(9,062)	9,503
Accrued compensation and related benefits	408	15,805
Estimated third-party settlements	(105)	(2,730)
Liability for pension and other postretirement benefits	14,859	17,195
Net cash provided by operating and nonoperating activities	<u>54,723</u>	<u>51,342</u>
Cash flows from investing activities		
Purchase of property, plant, and equipment	(51,774)	(86,010)
Change in assets limited as to use - held by trustee	(19,298)	58,229
Sales (purchases) of investments, net	26,072	2,410
Net cash used by investing activities	<u>(45,000)</u>	<u>(25,371)</u>
Cash flows from financing activities		
Proceeds from line of credit	30,000	-
Payments on line of credit	(30,000)	-
Repayment of long-term debt		
Principal payments on existing debt	(1,012)	(14,853)
Advance refunding of Series 2001A Bonds	-	(99,480)
Proceeds from issuance of debt		
Series 2011 Revenue Bonds	-	99,702
Payment of debt issuance costs	-	(250)
Partial redemption of interest rate swap	-	(4,068)
Restricted contributions	21	333
Net cash used by financing activities	<u>(991)</u>	<u>(18,616)</u>
Increase in cash and cash equivalents	8,732	7,355
Cash and cash equivalents		
Beginning of year	<u>50,778</u>	<u>43,423</u>
End of year	<u>\$ 59,510</u>	<u>\$ 50,778</u>
Supplemental cash flow information		
Interest paid	\$ 10,904	\$ 21,807
Construction in progress included in accrued expenses	6,230	2,269
Equipment acquired through issuance of capital lease obligations	150	-



Mary Hitchcock Memorial Hospital

1 Medical Center Drive

Lebanon, NH 03756

Dartmouth-Hitchcock.org

MISSION STATEMENT

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.

Mary Hitchcock Memorial Hospital (MHMH)
Board of Trustees and Officers
Effective March 2013

Name	Title	Begin Term	End Term
William J. Conaty	Trustee	6/1/2011	5/31/2020
Vincent S. Conti	Trustee	1/1/2010	12/31/2018
Denis A. Cortese, MD	Trustee	1/1/2013	12/31/2021
Barbara J. Couch	Trustee	1/1/2010	12/31/2018
Matthew B. Dunne	Trustee	1/1/2013	12/31/2021
Michael J. Goran, MD	Trustee	1/1/2006	12/31/2014
Wayne G. Granquist	Trustee / Ex-Officio: Immediate Past Chair	1/1/2000	Ex-Officio
Senator Judd A. Gregg	Trustee	1/1/2013	12/31/2021
William W. Helman, IV	Trustee / Treasurer	1/1/2012	12/31/2020
Alan C. Keiller	Trustee	1/1/2004	12/31/2013
Laura K. Landy	Trustee	1/1/2013	12/31/2021
Jennie L. Norman	Trustee / Secretary	1/1/2006	12/31/2014
Robert A. Oden, Jr, PhD	Trustee / Board chair	1/1/2012	12/31/2020
Richard S. Shreve	Trustee	10/21/2010	12/31/2013
Hugh C. Smith, MD	Trustee	1/1/2006	12/31/2014
Wiley "Chip" W. Souba, MD, ScD	Trustee / Ex-Officio: Dean, Geisel School of Medicine	10/1/2010	Ex-Officio
Anne-Lee Verville	Trustee	1/1/2009	12/31/2017
James N. Winstein, DO, MS	Trustee / Ex-Officio: CEO, Dartmouth-Hitchcock	1/13/2010	Ex-Officio

KEY ADMINISTRATIVE PERSONNEL

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

Agency Name: Mary Hitchcock Memorial Hospital dba Dartmouth Hitchcock

Name of Bureau/Section: Division of Public Health Services, Bureau of Public Health Systems, Policy & Performance, Community Health Development Section, Regional Public Health Network Services

BUDGET PERIOD:	SFY 2014	July 1, 2013 - June 30, 2014	
Name & Title Key Administrative Personnel	Annual Salary Of Key Administrative Personnel	Percentage of Salary Paid By Contract	Total Salary Amount Paid By Contract
James Weinstein, Chief Executive Officer and President	\$930,000	0.00%	\$0
Daniel Jantzen, Chief Operating Officer	\$525,000	0.00%	\$0
Greg Norman, Director, Community Health Improvement	\$99,673	10.00%	\$9,967
Steve Allen, Public Health Preparedness Coordinator	\$35,038	100.00%	\$35,038
Open Position, Substance Misuse Prevention Coordinator	\$41,141	100.00%	\$41,141
			\$0
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			\$86,146

BUDGET PERIOD:	SFY 2015	July 1, 2014 - June 30, 2015	
Name & Title Key Administrative Personnel	Annual Salary Of Key Administrative Personnel	Percentage of Salary Paid By Contract	Total Salary Amount Paid By Contract
James Weinstein, Chief Executive Officer and President	\$930,000	0.00%	\$0
Daniel Jantzen, Chief Operating Officer	\$525,000	0.00%	\$0
Greg Norman, Director, Community Health Improvement	\$99,673	10.00%	\$9,967
Steve Allen, Public Health Preparedness Coordinator	\$35,038	100.00%	\$35,038
Open Position, Substance Misuse Prevention Coordinator	\$41,141	100.00%	\$41,141
			\$0
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			\$86,146

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

JAMES NEIL WEINSTEIN

ADDRESS:

Dartmouth-Hitchcock Medical Center
 One Medical Center Drive
 Lebanon, NH 03756
 (603) 653-3580

EMPLOYMENT:

Year	Position	Institution
11/1/2011-present	Chief Executive Officer and President	Dartmouth-Hitchcock (Mary Hitchcock Memorial Hospital, Dartmouth-Hitchcock Clinic)
11/14/2011-present	President	Dartmouth-Hitchcock Health

OTHER POSITIONS:

1/1/2010-11/1/2011	President, Dartmouth-Hitchcock Clinic	Dartmouth-Hitchcock
7/1/2010-present	Peggy Y. Thomson Professor (Chair) in the Evaluative Clinical Sciences	Dartmouth College
3/1/10-present	Co-Leader, with Dartmouth President Jim Yong Kim, The Center for Health Care Delivery Science	Dartmouth College
4/7/09-6/30/2010	Third Century Chair	Dartmouth College
12/2009-present	Chair, Board of Governors	Dartmouth-Hitchcock
1/1/09-12/2009	Vice Chair, Board of Governors	Dartmouth-Hitchcock
2007 – present	Professor of Health Policy and Clinical Practice	Geisel School of Medicine at Dartmouth
7/1/2007-11/1/2011	Director, The Dartmouth Institute for Health Policy and Clinical Practice (TDI)	Dartmouth College/ Geisel School of Medicine at Dartmouth
2010-present	Professor, Department of Orthopaedics	Dartmouth-Hitchcock/ Geisel School of Medicine at Dartmouth
2005-2007	Director, Institute for Informed Patient Choice (TDI)	Dartmouth College / Geisel School of Medicine at Dartmouth
2003-2010	Professor and Chair, Department of Orthopaedics	Dartmouth-Hitchcock/ Geisel School of Medicine at Dartmouth
2001-2002	Professor and Chief, Section of Orthopaedic Surgery	Dartmouth-Hitchcock/ Geisel School of Medicine at Dartmouth
2000-2005	Co-Director, Clinical Trials Center	Geisel School of Medicine at Dartmouth
1996-2007	Senior Member, Center for the Evaluative Clinical Sciences (now TDI)	Geisel School of Medicine at Dartmouth
1999-2009	Founder and Director, Center for Shared Decision Making	Dartmouth-Hitchcock Medical Center
1997-2003	Founder and Director, Spine Center	Dartmouth-Hitchcock Medical Center
1996-2004	Director, Surgical Outcomes Assessment Program	Dartmouth-Hitchcock Medical Center

1996-2006	Professor of Surgery and Community & Family Medicine	Geisel School of Medicine at Dartmouth
1994-1996	Co-Director and Special Consultant, Office of Outcomes Evaluation and Management	University of Iowa Hospital and Clinics
1994-1996	Co-Director, Spine Research Center	University of Iowa College of Medicine
1991-1996	Endowed Professor (1993-1996), Orthopaedic Surgery	University of Iowa College of Medicine
1991-1996	Professor, Biomedical Engineering	University of Iowa College of Engineering
1987-1996	Director, Spine Diagnostic & Treatment Center	University of Iowa, Dept. of Orthopaedic Surgery
1987-1991	Associate Professor, Orthopaedic Surgery	University of Iowa
1983-1987	Assistant Professor, Orthopaedic Surgery	University of Iowa

**Daniel P. Jantzen, CPA
Chief Operating Officer
Dartmouth-Hitchcock**

Dan Jantzen is currently the Chief Operating Officer (COO) at Dartmouth-Hitchcock (D-H). In his role, Dan has responsibility for much of the clinical operations of the Dartmouth-Hitchcock Medical Center.

Dan has been a member of the D-H management team since 1990 where he has served in a variety of financial positions including Vice President of Finance and Chief Financial Officer. Prior to relocating to the Upper Valley, Dan resided in the Boston area where he was a Senior Manager in the Audit Department of KPMG Peat Marwick. Dan 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.

Dan lives in Etna, NH and has been active in Scouting, his church as well as has served on the Boards of several organizations in the Upper Valley.

Dan graduated from Northeastern University in 1982 with a B.S. in Business Administration and a concentration in Accounting. He has been a Certified Public Accountant (CPA) for the past 26 years.

Gregory A. Norman

SUMMARY OF QUALIFICATIONS

Capable, grounded leader dedicated to integrity and social justice in pursuit of a healthier community. Demonstrated ability to partner with community organizations to identify community needs, design projects and services to address those needs, and pursue funding to support those projects.

PROFESSIONAL EXPERIENCE

DARTMOUTH-HITCHCOCK

Lebanon, NH (2007-Present)

Director, Dept. of Community Health Improvement and Benefits (Consulting Basis, Nov. 2007-Feb.2009)
Provide leadership for Dartmouth-Hitchcock's Community Health Improvement initiatives as well as timely and complete Community Benefits reporting. Key areas of work and accomplishments include:

- *Upper Valley Healthy Eating Active Living Partnership:* Provides leadership and organizing to develop a coalition of 20+ organizations, schools, and individuals to develop policy, capacity development, practice, and communication interventions to address childhood obesity in the Upper Valley region. Project is funded as one of five NH HEAL community grantee sites. Changing school wellness policies, supporting development of trails and walking/biking paths, catalyzing Safe Routes to School projects, supporting enhanced clinical approaches to healthy weight and obesity, supporting produce access projects in communities and workplaces, and developing communications plans to mobilize community support and change social norms related to healthy eating and active living.
- *Substance Use Prevention and Treatment:* Currently Chair of Bridges to Prevention, the Strategic Prevention Framework Community Prevention Coalition for southern Grafton County. Bridges to Prevention is an effort to develop community driven, evidence-based prevention capacities and projects that address data-driven population health needs. Additionally, oversee delivery of Dartmouth-Hitchcock's "Mapping the Addiction Maze" community networking and organizing programs by developing twice annual events focused on substance use related issues that are attended by ~100 professionals. "Addiction Maze" events often serve as springboards for local organizations to individually or collaboratively address identified regional needs. Provided planning/organizing assistance leading to development of the Grafton County Drug Court, and the development of Youth Empowerment Services, an Adolescent Treatment Initiative evidence-based approach to treating adolescent substance use in the Lebanon/Sullivan county region.
- *Community Initiatives to Meet Health Needs of Older Adults:* Adapted the "Addiction Maze" model to convene regional provider of services for older adults for twice annual meetings. Ongoing workgroups include examining how care management services can be extended to new geographic areas and populations to reduce hospitalizations and promote aging-in-place, and how Dartmouth-Hitchcock can support the multiple fledgling aging in place workgroups that are emerging in our region. Facilitated portions of the 2009 Grafton County Senior Citizen's Council strategic planning process.
- *WARM Collaborative:* Provided leadership and technical assistance to the WARM Collaborative, a consortium of more than 20 regional organizations to address threats to community health that high home heating fuel costs posed in August 2008. Organizing efforts included community education and media campaigns in NH and VT, engagement of town, city, and public safety officials, and fund development to support fuel assistance programs and a new weatherization initiative. Worked with regional Senior Citizens Councils to develop and implement "One Minute Checklist" safety checks used by Home Delivered Meals volunteers to identify older adults in danger due to heating-related risks.
- *Community Benefits Reporting and Planning:* Oversee data gathering and compilation of financial and service statistics to complete and file Dartmouth-Hitchcock's annual Community Benefits Report and Plan as required by the State of NH. One aspect of this work involves working closely with the Upper Valley United Way to complete the Community Needs Assessments, and working with the United Way and Alice Peck Day Memorial Hospital to develop add-on surveys to help prioritize community health needs.

MANAGEMENT CONSULTANT / GRANTWRITER Norwich, VT (2002-Present)

Operated a private consulting practice centered on fund development and grant writing, as well as organization development and non-profit management issues. Combined fund development, strategic planning, program planning, and development of measurable outcomes to help organizations achieve their missions. Work has included developing grant proposals to private foundations, United Way organizations, town, county, state and federal governments; as well as consultation for annual and capital appeals, development planning and public relations efforts. Provided clients with additional consultation including program development, financial reporting, and strategic decision-making.

Significant accomplishments and assignments during this time included:

- Served as Treatment Liaison to the Grafton County Drug Court (GCDC) Steering Committee.
- Provided consultation during the development of evidence-based adolescent outpatient substance use treatment collaborative in the Lebanon-Claremont-Newport region.
- Secured additional funding for the Dartmouth Addiction Treatment Program.
- Secured NH State Public Health funding for the Tobacco-Free Upper Valley Coalition.
- Attracted federal Title III funds for a substance use / mental health electronic screening/ intervention project in DHMC's HIV Program.
- Served as Interim Executive Director of Headrest for three months.

THE FAMILY PLACE

Norwich, VT (1999-2001)

- Business Manager / Supervisor of Healthy Babies and Reach Up Program
- Served as Acting Director for two months while Executive Director took an extended leave.
- Revised personnel and benefits policies.
- Supervised a \$950,000+ annual budget, including financial reporting and audit preparation.
- Brought accounting practices into compliance with single point (A-133) audit requirements.
- Doubled services provided through the Healthy Babies home visiting services.
- Oversaw the introduction of computer networking.
- Supervised seven Family Place home visiting and administrative staff.
- Generated revenue to support new and emerging programs.

HEADREST, INC.

Lebanon, NH (1988-1998 and Oct.-Dec. 2004)

- Developed Headrest's Teen Programs. Services included support groups for teens affected by substance use issues, weekend leadership programs, peer leadership training, Teenline services, youth offender substance use treatment services, and community presentations and training.
- Trained and supervised Crisis Intervention Hotline staff and volunteers.
- Oversaw Headrest's Clinically Managed Residential Detoxification program.

EDUCATION

Master of Science in Management

- Antioch New England Graduate School, Department of Organization and Management (June 1999).
Emphasis on organization development in non-profit organizations.

Bachelor of Arts

- Dartmouth College (cum laude, 1987).

STEPHEN L. ALLEN

EDUCATION:

Bachelor of Science in Public Safety Administration
University System of New Hampshire - CLL

Associate Degree in Applied Science in Fire Protection
New Hampshire Vocational-Technical College, Laconia, NH

Associate Degree in Applied Science in Industrial Electronics
New Hampshire Vocational-Technical College, Claremont, NH

National Fire Academy

Emmitsburg, Maryland

Graduate of the Executive Fire Officer Program 1988

Executive Development III 1986

Strategic Analysis of Fire Department Operations 1987

Strategic Analysis of Executive Leadership 1988

Teaching Methodology II 1982

Incident Command System 1989

Fire Service Financial Management 1991

EMPLOYMENT:

Upper Valley Public Health Network Coordinator
Dartmouth College, September 16, 2009 to present

- Regional Public Health Emergency Planning, and Response Coordination
- Sit on the *Upper Valley Climate Action Planning Committee*

Training and Development Specialist – Tele Atlas 11 Lafayette St
Lebanon NH May 2007 – April 2009

- Develop technical trainings used globally in the company.

Chief - Lebanon Fire Department P.O. Box 1207, 12 S. Park Street,
Lebanon, NH April 15, 1991 to January 22, 2007

Head of administration and operations of fire Department

Developed the first Department Strategic Plan

ADDITIONAL PAST EXPERIENCE:

Past: Emergency Management Director, Lebanon, NH

Updated City of Lebanon Emergency Operation Plan

Past: Local Emergency Planning Committee Chairperson, Lebanon and Hanover, NH

Directed team to develop the first LEPC Plan, Updated plan 2009

Past: State of New Hampshire State Emergency Response Commission

Worked with Committee to establish new Response Commission

Past: District Four Coordinator for Community Health Planning

Initiated the Pandemic Planning for the District

STEPHEN L. ALLEN

CERTIFICATION:

Firefighter Level I & II
Firefighter Career
Fire Instructor Level III
Fire Officer Level II
IS-100.a Introduction to the Incident Command system
IS-200.a ICS for Single Resources and Initial Action Incidents
IS-00547.a Introduction to Continuity of Operations
IS-700.a National Incident Management Systems
IS-701 Multiagency Coordination System (MACS)
IS-800.b National Response Framework
ICS-300
IS-120.a An Introduction to Exercises
IS-130 Exercise Evaluation and Improvement Planning
IS-139 Exercise Design
HSEEP Certification through Vermont Emergency Management
SNS Public Information and Communications CDC
Strategic National Stockpile Preparedness Course, CDC Atlanta

PROFESSIONAL ORGANIZATIONS:

New Hampshire Fire Chiefs Association (Past President)
Developed the first Strategic Plan for the Association
International Association of Fire Chiefs
Worked on the team to update the Strategic plan for the IAFC
New England Association of Fire Chiefs, Vice President
Worked on the team that developed the NEAFC first Strategic Plan

AWARDS

New Hampshire Fire Standards and Training "Academy Award" 2003
New Hampshire Instructors & Officer's Association "Fire Instructor of the Year" 2006

MARY HITCHCOCK MEMORIAL HOSPITAL

JOB BRIEF

JOB TITLE Community Health Partnership Coordinator JOB CODE

DEPARTMENT Community Health Improvement DEPARTMENT CODE DATE

JOB SUMMARY: At the direction of the Director, Community Health Improvement and Benefits (CHIB), coordinate a multi-stakeholder community partnership to plan and implement new initiatives related to the Upper Valley Substance Misuse Prevention Work Team and the Upper Valley Public Health Advisory Council. Coordinate assessment, capacity development, planning, implementation, and evaluation of substance misuse prevention projects by community stakeholders and organizations.

JOB RESPONSIBILITIES:

1. Manage the development of a high-functioning community partnership comprised of a broad array of health care, municipal, education, community service, business, and law enforcement members.
2. Ensures assessment of community needs and assets related to substance misuse.
3. Provide leadership to ensure the Substance Misuse Work Team uses Strategic Prevention Framework approaches to build community engagement in prevention and to increase implementation of evidence-based prevention strategies.
4. Supports development and revision of regional strategic plans for prevention and the formulation of indicators to help track progress toward goals.
5. Provides support and technical assistance to prevention partners to achieve the goals and objectives for which their organizations are responsible.
6. Integrates evaluation strategies or support evaluation strategies that can be used to track progress and improve the quality of future prevention strategies.
7. Perform other duties as required or assigned.

MINIMUM EDUCATION & EXPERIENCE: Bachelors degree with a minimum of 2 years of professional experience in health-related community organizations and/or community development. Certified Prevention Specialist or able to meet these become certified in within 12 months of hiring. Excellent interpersonal and organizational skills, creativity, maturity, flexibility, diplomacy, and the ability to work as part of a team required. Demonstrated ability to handle multiple projects under pressure required.

APPROVEDBY: _____
Department Director Date

Job Analyst Date

Budget Form

New Hampshire Department of Health and Human Services

Bidder/Program Name: Mary Hitchcock Memorial Hospital dba Dartmouth
Hitchcock

Budget Request for: Regional Public Health Network Services
(Name of RFP)

Budget Period: July 1, 2013 to June 30, 2014

Line Item	Direct Incremental	Indirect Fixed	TOTAL	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 86,146.00	\$ 13,352.63	\$ 99,498.63	Percentage of Direct
2. Employee Benefits	\$ 33,235.00	\$ 5,151.43	\$ 38,386.43	Percentage of Direct
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:		\$ -	\$ -	
Educational	-	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ 1,660.00	\$ 257.30	\$ 1,917.30	Percentage of Direct
6. Travel	\$ 1,708.00	\$ 264.74	\$ 1,972.74	Percentage of Direct
7. Occupancy	\$ 1,200.00	\$ 186.00	\$ 1,386.00	Percentage of Direct
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	\$ 4,450.00	\$ 689.75	\$ 5,139.75	Percentage of Direct
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
TOTAL	\$ 128,399.00	\$ 19,901.85	\$ 148,300.85	

Indirect As A Percent of Direct

15.5%

Budget Form

New Hampshire Department of Health and Human Services

Mary Hitchcock Memorial Hospital dba Dartmouth
 Bidder/Program Name: Hitchcock

Budget Request for: Regional Public Health Network Services
 (Name of RFP)

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

Line Item	Direct Incremental	Indirect Fixed	TOTAL	Allocation Method for Indirect/Fixed Cost
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3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:		\$ -	\$ -	
Educational	-	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ 1,660.00	\$ 257.30	\$ 1,917.30	Percentage of Fixed
6. Travel	\$ 1,708.00	\$ 264.74	\$ 1,972.74	Percentage of Fixed
7. Occupancy	\$ 1,200.00	\$ 186.00	\$ 1,386.00	Percentage of Fixed
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	\$ 4,450.00	\$ 689.75	\$ 5,139.75	Percentage of Fixed
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
TOTAL	\$ 128,399.00	\$ 19,901.85	\$ 148,300.85	

Indirect As A Percent of Direct

15.5%