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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6527
603-271-4886 1-800-852-3345 Ext. 4886
Fax: 603-271-0539 TDD Access: 1-800-735-2964



Nicholas A. Toumpas
Commissioner

José Thier Montero
Director

April 4, 2013

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

100% Federal

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, Bureau of Population Health and Community Services, Chronic Disease Prevention and Screening Section, Breast and Cervical Cancer Program to enter into an agreement with Catholic Medical Center (Vendor # 177240-B002), 195 McGregor Street, Suite LL22, Manchester, NH 03102 in an amount not to exceed \$184,000.00 to provide a comprehensive screening program for the early detection of breast and cervical cancer in greater Manchester, to be effective July 1, 2013 or date of Governor and Council approval, whichever is later, through June 30, 2015. Funds are available in the following account for SFY 2014 and SFY 2015 upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and amend the related terms of the contract without further approval from Governor and Executive Council.

05-95-90-902010-5659 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, COMPREHENSIVE CANCER

Fiscal Year	Class/Object	Class Title	Job Number	Total Amount
SFY 14	102-500731	Contracts for Prog Svc	90080081	\$92,000.00
			Sub-Total	\$92,000.00
SFY 15	102-500731	Contracts for Prog Svc	90080081	\$92,000.00
			Sub-Total	\$92,000.00
			Total	\$184,000.00

EXPLANATION

Funds in this agreement will be used to provide comprehensive screening for the early detection of breast and cervical cancer and provide two population-based outreach initiatives in greater Manchester. Services will occur onsite at Catholic Medical Center and through a subcontracted screening program with Elliot Hospital through the New Hampshire Breast and Cervical Cancer Program to program eligible women. To be eligible for the New Hampshire Breast and Cervical Cancer Program a woman must be between the ages of 21-64, low income, uninsured or underinsured, living at or below 250% of the federal poverty level. Priority for breast

cancer screening shall be given to women age 50-64, and priority for cervical cancer screening shall be women who have never had a Pap test or have not had one in more than five years.

According to the Centers for Disease Control and Prevention, breast cancer is the most frequently diagnosed cancer among women in New Hampshire and in the United States. In the years 2004-2008, there were 5,060 breast cancer cases diagnosed in New Hampshire and 902 deaths reported. In the years 2004-2008, there were 1,010,435 cases of breast cancer in the United States and 204,779 deaths. Cervical cancer is one of the most preventable cancers when precancerous cells are detected through a Pap test. During the years 2004-2008, there were 215 cases of cervical cancer and 84 deaths in New Hampshire. In the years 2004-2008, there were 62,577 cases of cervical cancer in the United States and 19,779 deaths.

Should the Governor and Executive Council not authorize this request, the Breast and Cervical Cancer Program will be unable to enroll 525 women from the Manchester area in a timely and efficient manner into the program.

Catholic Medical Center was selected for this project through a competitive bid process. A Request for Proposals was posted on the Department of Health and Human Services' web site from December 21, 2012 through January 21, 2013. In addition, a bidder's conference was held on January 9, 2013.

There was one response to the Request for Proposals. Two internal reviewers and one external reviewer from the Department of Health and Human Services with expertise in public health, comprehensive cancer, and breast and cervical cancer, and cancer surveillance reviewed the proposal. All reviewers have between one to ten years experience in cancer prevention. The strengths and weaknesses of the proposal were discussed and reviewers recommended that the application be funded. The Bid Summary is attached.

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

These services were contracted previously with this agency in SFY 2012 and SFY 2013 in the amount of \$172,830. This represents an increase in funding in the amount of \$11,170. in SFY 14 and SFY 15. The increase is due to an increase in the reimbursement rate for the office visit, and requirement to provide two population-based outreach activities.

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

- 75% of all mammograms will be provided to program eligible women age 50-64 at all sites.
- 25% of all mammograms will be provided to women under age 50 at all screening sites.
- 20% of newly enrolled women who have never had a Pap test or have not had a Pap test in over five years will receive a Pap test.
- Provide screening services to a minimum of 525 program eligible women each year.
- Provide two population-based outreach initiatives in greater Manchester.

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council

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Area served: greater Manchester

Source of Funds: 100% Federal Funds from Centers for Disease Control and Prevention.

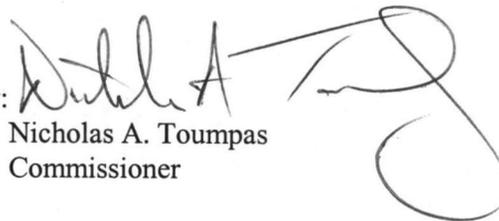
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



José Thier Montero, MD
Director

Approved by:



Nicholas A. Toumpas
Commissioner

JTM/tf

Program Name Breast and Cervical Cancer Program - Greater Manchester
Contract Purpose To provide a comprehensive screening program for the early detection of breast and cervical cancer in the greater Manchester area.
RFP Score Summary

RFA/RFP CRITERIA	Max Pts	Stacey Smith, Concord, NH	Ludmila Anderson, Manchester, NH	Whitney Hammond, Concord, NH				
Agy Capacity	30	30.00	30.00	30.00				
Program Structure	50	48.00	50.00	50.00				
Budget & Justification	15	15.00	13.00	15.00				
Format	5	5.00	5.00	5.00				
Total	100	98.00	98.00	100.00				

BUDGET REQUEST								
Year 01		\$92,000	-	-	-	-	-	-
Year 02		\$92,000	-	-	-	-	-	-
Year 03		-	-	-	-	-	-	-
TOTAL BUDGET REQUEST		184,000.00	-	-	-	-	-	-
BUDGET AWARDED								
Year 01		\$92,000	-	-	-	-	-	-
Year 02		\$92,000	-	-	-	-	-	-
Year 03		-	-	-	-	-	-	-
TOTAL BUDGET AWARDED		184,000.00	-	-	-	-	-	-

RFP Reviewers		Name	Job Title	Dept/Agency	Qualifications
1		Stacey Smith, RN, MA, CCM	Public Health Nurse	NH Department of Health & Human Services	All reviewers have between 1 and 10 years experience in cancer prevention, public health, comprehensive cancer, and breast & cervical cancer.
2		Whitney Hammond	Program Coordinator	NH Department of Health & Human Services	
3		Ludmila Anderson	Public Health Epidemiologist	Consultant	
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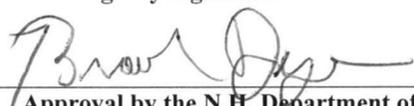
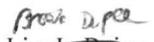
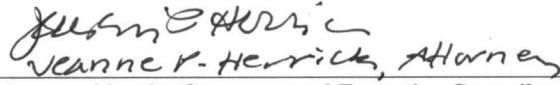
Subject: Breast and Cervical Cancer Program - Greater Manchester

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 Catholic Medical Center		1.4 Contractor Address 195 McGregor Street, Suite LL22 Manchester, NH 03102	
1.5 Contractor Phone Number 603-663-8726	1.6 Account Number 010-090-5659-102-500731	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$184,000
1.9 Contracting Officer for State Agency Lisa L. Bujno, MSN, APRN Bureau Chief		1.10 State Agency Telephone Number 603-271-4501	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Joseph Pepe, MD President & CEO	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>3/28/13</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.			
1.14 Signature of Notary Public or Justice of the Peace 			
1.15 Name and Title of Notary or Justice of the Peace Dorothy C. Welsh Notary			
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:  On: <u>15 May 2013</u> Jeanne P. Herrick, Attorney			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

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

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

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

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

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

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

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

Contractor Initials: 
Date: 3/28/13

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

Contractor Initials: 

Date: 3/28/13

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

NH Department of Health and Human Services

Exhibit A

Scope of Services

*Breast and Cervical Cancer Program
Greater Manchester*

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

CONTRACTOR NAME: Catholic Medical Center

ADDRESS: 195 McGregor Street, Suite LL22

Site Coordinator/Case Manager: Marie Dewitt, RN

TELEPHONE: 603-663-8726

The Contractor shall:

The Contractor shall provide directly and, through one or more agreement(s) with other healthcare facilities, a comprehensive screening program for the early detection of breast and cervical cancer. Outreach to the prioritized population, education and screening services shall be included. Screening services shall include: a clinical pelvic examination; clinical breast examination; Pap test; if appropriate following nationally accepted screening guidelines; mammogram if appropriate, following nationally accepted screening guidelines; and case management of all abnormal screening results. One-on-one education sessions shall be available for each woman attending the screening program. The intended population for clinical services shall be women ages 21 to 64, who are living at or below 250% of the federal poverty level, and are uninsured or underinsured. Priority for breast cancer screening shall be women ages 50 – 64, and priority for cervical cancer screening shall be women who have never had a Pap test or have not had one in over five years.

The Contractor shall carry out the planning, organization and implementation of all components of the program with the approval of, and in cooperation with, the Department of Health and Human Services, Division of Public Health Services, BCCP. Representatives from the BCCP reserve the right to make on-site monitoring visits to screening sites, upon reasonable prior notice.

1. Overall services to be provided by the Contractor shall include the following:
 - 1.1 Identify a Site Coordinator/Case Manager to administer and oversee the provision of breast and cervical cancer screening and case management services to the prioritized population.
 - 1.2 The establishment of a subcontractual agreement(s), within a mutually agreed timeframe to be approved by the Division of Public Health, with a mutually agreed upon number of healthcare organization(s), to carry out breast and cervical cancer screening services for a specified number of women within the prioritized population, in their respective communities.
 - 1.3 Identification of appropriate medical resources for consultation as needed.
 - 1.4 Assure the establishment of a list of primary care providers and specialists who are willing to see uninsured patients with abnormal results.
 - 1.5 Assure that all providers of clinical services are Medicaid providers.
 - 1.6 Oversee the completion and submission to the state office of the BCCP, an enrollment form for each woman screened through the BCCP, a data form describing cervical

cancer screening completed, with results, a data form describing breast cancer screening completed, with results, and a diagnostic form for any follow-up completed following positive screening results, assuring time schedules as outlined in the Breast and Cervical Cancer (BCCP) Policy and Procedures Manual.

- 1.7 Assure that case management standards outlined in the BCCP Policy and Procedures Manual are met.
- 1.8 Site Coordinator or designee will attend the annual site coordinator meeting.

2. The following services shall be provided by the contractor, or through a subcontractual agreement(s), vendor agreement(s), or memorandum(s) of agreement:

- 2.1 Provide screening services to a minimum of 525 eligible women each year.
- 2.2 Individualized education sessions performed by licensed health professional(s).
- 2.3 Follow-up and diagnostic procedures as clinically indicated to include those procedures approved by the BCCP.
- 2.4 All screening services shall be provided to women who meet program eligibility criteria.
- 2.5 All mammography screening services shall be prioritized for women ages 50 to 64, with no less than 75% of all mammograms provided for women ages 50 to 64 and no more than 25% of all mammograms provided for women under age 50.
- 2.6 All cervical cancer screening services shall be prioritized with a target of 20% of all newly enrolled women either never having had a Pap test or not had a Pap test in five years.
- 2.7 All services shall be provided in accordance with the BCCP Policy and Procedure Manual provided to each screening site.
- 2.8 All reimbursement shall be based on specified Medicare Current Procedural Terminology (CPT) code rates provided to each subcontracted screening site.
- 2.9 Provide outreach services to reach the intended audience, in collaboration with the BCCP.
- 2.10 Collaborate with the BCCP to provide updated training and professional information to subcontracted program staff, as needed.
- 2.11 All mammography facilities utilized shall be Food and Drug Administration (FDA) certified under the Mammography Quality Standards Act (MQSA).
- 2.12 All pathology laboratories utilized shall meet the standards and regulations promulgated by the Health Care Financing Administration under the Clinical Laboratory Improvement Act (CLIA) of 1988.
- 2.13 Provide a minimum of two population-based outreach activities, promoting nationally accepted breast and cervical cancer screening guidelines.

3. The Contractor shall provide administrative services to include the following:

- 3.1 Provide for periodic monitoring of clinical quality and data collection as stated in the BCCP Policy and Procedures Manual through on-going site evaluation visits, chart audits, educational activities, review of patient satisfaction surveys and other related quality assurance activities.
- 3.2 Provide updated information to the BCCP of: clinic schedules; outreach and promotion taking place; staffing at screening sites; and other pertinent information as needed.
- 3.3 Be available to meet with BCCP staff as needed throughout the contract period.
- 3.4 The contractor shall comply with minor modifications and/or additions to the work plan and annual report format as requested by the BCCP. The BCCP shall provide the contractor with advance notice of such changes and the contractor is not expected to incur any substantial costs relative to such changes.

NH Department of Health and Human Services

Exhibit B

**Purchase of Services
Contract Price**

*Breast and Cervical Cancer Program
Greater Manchester*

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

CONTRACTOR NAME: Catholic Medical Center

ADDRESS: 195 McGregor Street, Suite LL22

**Site Coordinator/Case Manager: Marie Dewitt, RN
TELEPHONE: 603-663-8726**

Vendor #177240-B002

Job #90080081

Appropriation #010-090-5659-102-500731

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:

\$92,000 in SFY 2014, \$92,000 in SFY 2015 for breast and cervical cancer screening in the greater Manchester area, funded from 100% federal funds from the Centers for Disease Control (CDC) CFDA#93.283

TOTAL: \$184,000

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

Contractor Initials: 

Date: 3/28/13

NH Department of Health and Human Services

Exhibit C

SPECIAL PROVISIONS

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

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

Contractor Initials: 

Date: 3/28/13

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.

- (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.

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

17. **Renewal:**

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

The remainder of this page is intentionally left blank.

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

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

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

SPECIAL PROVISIONS – DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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:
 - (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.

Catholic Medical Center From: July 1, 2013 or date of G&C Approval, whichever is later To: June 30, 2015
 Contractor Name Period Covered by this Certification

Joseph Pepe, MD President and CEO
 Name and Title of Authorized Contractor Representative

 3/28/13
 Contractor Representative Signature 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):

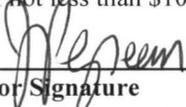
- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title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

Contract Period: July 1, 2013 or date of G&C Approval, whichever is later, through June 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.

	<i>President and CEO</i>
Contractor Signature	Contractor's Representative Title
<i>Joseph Pepe, MD</i>	<i>3/28/13</i>
Contractor Name	Date
<i>Catholic Medical Center</i>	

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

Instructions for Certification

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this 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 "voluntarily 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

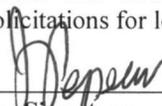
1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. 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	President and CEO <hr/> Contractor's Representative Title
Joseph Pepe, MD <hr/> Contractor Name	3/28/13 <hr/> Date
Catholic Medical Center	

NH Department of Health and Human Services

Standard Exhibit G

CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.



Contractor Signature

President and CEO

Contractor's Representative Title

Joseph Pepe, MD

Contractor Name

3/28/13

Date

Catholic Medical Center

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

President and CEO

Contractor's Representative Title

Joseph Pepe, MD

Contractor Name

Catholic Medical Center

3/28/13

Date

NH Department of Health and Human Services

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

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

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

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

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

(2) **Use and Disclosure of Protected Health Information.**

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

(3) **Obligations and Activities of Business Associate.**

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

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

(4) Obligations of Covered Entity

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

(5) **Termination for Cause**

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

(6) **Miscellaneous**

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

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

DIVISION OF PUBLIC HEALTH SERVICES
The State Agency Name

Catholic Medical Center
Joseph Pepe, MD
Name of Contractor


Signature of Authorized Representative


Signature of Authorized Representative

~~Brook R Dupes~~
~~LISA L. BUJNO, MSN, APRN~~
Name of Authorized Representative

Joseph Pepe, MD
Name of Authorized Representative

BUREAU CHIEF
Title of Authorized Representative

President and CEO
Title of Authorized Representative

5/22/13
Date

3/28/13
Date

NH Department of Health and Human Services

STANDARD EXHIBIT J

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

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

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

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

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

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

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



(Contractor Representative Signature)

 Joseph Pepe, MD President and CEO
(Authorized Contractor Representative Name & Title)

 Catholic Medical Center
(Contractor Name)

 3/28/13
(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: 827021382

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

NO YES

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

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

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

NO YES

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

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

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

Name: _____	Amount: _____

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 CATHOLIC MEDICAL CENTER is a New Hampshire nonprofit corporation formed November 7, 1974. 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 10th day of April A.D. 2013

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Margaret-Ann Moran, Esq., Officer and Secretary, of Catholic Medical Center, do hereby certify that:

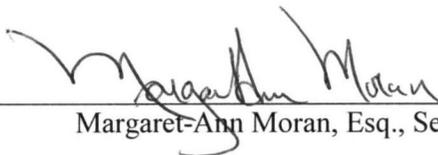
1. I am the duly elected Secretary of Catholic Medical Center, a non profit corporation;
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the corporation, duly held on March 28, 2013;

RESOLVED: That this corporation may enter into any and all contracts, amendments, renewals, revisions or modifications thereto, with the State of New Hampshire, acting through its Department of Health and Human Services, Division of Public Health Services.

RESOLVED: That the President & CEO is hereby authorized on behalf of this corporation to enter into said contract with the State and to execute any and all documents, agreements, and other instruments; and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable, or appropriate. Joseph Pepe, MD is the duly elected President & CEO of the corporation.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of March 28, 2013;

IN WITNESS WHEREOF, I have hereunto set my hand as the Officer of Secretary of the corporation this 28th day of March, 2013.



Margaret-Ann Moran, Esq., Secretary

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 28th day of March, 2013 by Margaret-Ann Moran, Esq.



Dorothy C. Welsh, Notary Public
My Commission Expires: June 3, 2014



Catholic Medical Center and Subsidiaries

**Consolidated Financial Statements
June 30, 2012 and 2011**

Catholic Medical Center and Subsidiaries

Index

June 30, 2012 and 2011

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Report of Independent Auditors on Accompanying Consolidating Information

To the Board of Trustees of
Catholic Medical Center and Subsidiaries

We have audited the consolidated financial statements of Catholic Medical Center and Subsidiaries as of June 30, 2012 and 2011 and for the years then ended and our report thereon appears on page 1 of this document. Those audits were conducted for the purposes of forming an opinion on the consolidated financial statements taken as a whole. The consolidating information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The consolidating information has been subjected to the auditing procedures applied in the audits of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves and other additional procedures, in accordance with auditing standards generally accepted in the United States of America. In our opinion, the consolidating information is fairly stated, in all material respects, in relation to the consolidated financial statements taken as a whole. The consolidating information is presented for purposes of additional analysis of the consolidated financial statements rather than to present the financial position and results of operations of the individual companies and is not a required part of the consolidated financial statements. Accordingly, we do not express an opinion on the financial position and results of operations of the individual companies.

PricewaterhouseCoopers LLP

November 12, 2012

Catholic Medical Center and Subsidiaries
Consolidated Balance Sheets
June 30, 2012 and 2011

	2012	2011
Assets		
Current assets		
Cash and cash equivalents	\$ 62,195,882	\$ 45,288,102
Short-term investments	1,030,384	6,386,296
Accounts receivable from patients, less allowance of \$14,520,666 in 2012 and \$11,863,966 in 2011	30,745,571	32,302,845
Inventories	1,293,948	1,280,590
Amounts due from affiliates	458,667	-
Other current assets	3,469,865	3,408,425
Total current assets	<u>99,194,317</u>	<u>88,666,258</u>
Property, plant and equipment, net	75,961,268	77,719,483
Other assets		
Notes receivable, less allowance of \$800,000 in 2012 and 2011	218,859	319,476
Unamortized debt issuance costs	834,884	892,422
Other assets	16,063,478	-
Total other assets	<u>17,117,221</u>	<u>1,211,898</u>
Assets whose use is limited		
Pension and insurance obligations	11,439,235	12,426,652
Board-designated and donor-restricted investments	71,101,160	73,468,961
Held by trustee under revenue bond agreement	5,168,016	5,072,246
Total assets whose use is limited	<u>87,708,411</u>	<u>90,967,859</u>
Total assets	<u>\$ 279,981,217</u>	<u>\$ 258,565,498</u>
Liabilities and Net Assets		
Current liabilities		
Current portion of long-term debt	\$ 2,128,404	\$ 1,473,605
Accounts payable and accrued expenses	14,138,842	15,135,972
Accrued salaries, wages and related accounts	13,330,899	12,818,247
Amounts payable to third-party payors	8,920,004	4,528,053
Notes payable	6,000,000	7,000,000
Amounts due to affiliates	-	966,496
Total current liabilities	<u>44,518,149</u>	<u>41,922,373</u>
Accrued pension and other liabilities, net of current portion	111,550,388	53,434,346
Long-term debt, net of current portion	63,057,516	62,336,472
Total liabilities	<u>219,126,053</u>	<u>157,693,191</u>
Commitments and contingencies		
Net assets		
Unrestricted	53,808,096	93,608,543
Temporarily restricted	353,996	381,533
Permanently restricted	6,693,072	6,882,231
Total net assets	<u>60,855,164</u>	<u>100,872,307</u>
Total liabilities and net assets	<u>\$ 279,981,217</u>	<u>\$ 258,565,498</u>

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

Catholic Medical Center and Subsidiaries
Consolidated Statements of Operations
Years Ended June 30, 2012 and 2011

	2012	2011
Operating revenue		
Net patient service revenue	\$ 284,416,129	\$ 271,261,302
DSH funding	-	12,027,952
Other revenue	<u>11,636,838</u>	<u>5,360,633</u>
Total operating revenue	<u>296,052,967</u>	<u>288,649,887</u>
Operating expenses		
Salaries, wages and fringe benefits	144,508,938	150,635,948
Supplies and other expenses	102,107,794	100,999,385
Medicaid enhancement tax	15,240,270	12,521,429
Depreciation and amortization	10,560,419	10,797,556
Interest	<u>2,765,357</u>	<u>2,798,611</u>
Total operating expenses	<u>275,182,778</u>	<u>277,752,929</u>
Income from operations	<u>20,870,189</u>	<u>10,896,958</u>
Nonoperating gains (losses)		
Investment (loss) income	(757,645)	1,982,323
Net realized gains on sales of investments (including other-than-temporary impairment losses of \$2,887 in 2012)	3,120,955	2,003,005
Loss on sale of property and equipment	<u>(159,445)</u>	<u>(15,946)</u>
Nonoperating gains, net	<u>2,203,865</u>	<u>3,969,382</u>
Excess of revenue over expenses	23,074,054	14,866,340
Other changes in net assets		
Unrealized (depreciation) appreciation on investments	(5,949,001)	9,794,325
Assets released from restriction used for capital	13,825	19,980
Pension-related changes other than net periodic pension cost	(45,281,196)	29,331,769
Adoption of new accounting principle - goodwill impairment	-	(12,496)
Net assets transferred to affiliates	<u>(11,658,129)</u>	<u>(7,798,423)</u>
(Decrease) increase in unrestricted net assets	<u>\$ (39,800,447)</u>	<u>\$ 46,201,495</u>

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

Catholic Medical Center and Subsidiaries
Consolidated Statements of Changes in Net Assets
Years Ended June 30, 2012 and 2011

	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Balances at June 30, 2010	\$ 47,407,048	\$ 357,814	\$ 6,266,470	\$ 54,031,332
Excess of revenue over expenses	14,866,340	-	-	14,866,340
Investment income	-	2,454	601	3,055
Unrealized appreciation on investments	9,794,325	-	206,790	10,001,115
Restricted contributions	-	81,408	-	81,408
Change in interest in perpetual trust	-	-	408,370	408,370
Net assets transferred to affiliates	(7,798,423)	-	-	(7,798,423)
Assets released from restriction used for operations	-	(40,163)	-	(40,163)
Assets released from restriction used for capital	19,980	(19,980)	-	-
Adoption of new accounting principle - goodwill impairment	(12,496)	-	-	(12,496)
Pension-related changes other than net periodic pension cost	29,331,769	-	-	29,331,769
Increase in net assets	46,201,495	23,719	615,761	46,840,975
Balances at June 30, 2011	93,608,543	381,533	6,882,231	100,872,307
Excess of revenue over expenses	23,074,054	-	-	23,074,054
Investment income	-	2,156	2,171	4,327
Unrealized depreciation on investments	(5,949,001)	-	(86,244)	(6,035,245)
Restricted contributions	-	51,208	-	51,208
Change in interest in perpetual trust	-	-	(105,086)	(105,086)
Net assets transferred to affiliates	(11,658,129)	-	-	(11,658,129)
Assets released from restriction used for operations	-	(67,076)	-	(67,076)
Assets released from restriction used for capital	13,825	(13,825)	-	-
Pension-related changes other than net periodic pension cost	(45,281,196)	-	-	(45,281,196)
Decrease in net assets	(39,800,447)	(27,537)	(189,159)	(40,017,143)
Balances at June 30, 2012	\$ 53,808,096	\$ 353,996	\$ 6,693,072	\$ 60,855,164

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

Catholic Medical Center and Subsidiaries
Consolidated Statements of Cash Flows
Years Ended June 30, 2012 and 2011

	2012	2011
Operating activities		
Change in net assets	\$ (40,017,143)	\$ 46,840,975
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation and amortization	10,560,419	10,797,556
Adoption of new accounting principle - goodwill impairment	-	12,496
Pension-related changes other than net periodic pension cost	45,281,196	(29,331,769)
Net assets transferred to affiliates	11,658,129	7,798,423
Restricted gifts and investment income	(55,535)	(84,463)
Net realized gain on sales of investments	(3,120,955)	(2,003,005)
Decrease (increase) in interest in perpetual trust	105,086	(408,370)
Unrealized depreciation (appreciation) on investments	6,035,245	(10,001,115)
Change in fair value of interest rate swap	1,856,926	(380,831)
Loss on sale of property and equipment	159,445	15,946
Increase (decrease) in cash from working capital and other items		
Accounts receivable from patients and residents, net	1,557,274	(4,612,863)
Inventories	(13,358)	4,147
Other current assets	(61,440)	(1,093,191)
Amounts due from/to affiliates	(1,425,163)	(290,217)
Other assets	(16,063,478)	-
Accounts payable and accrued expenses	(84,961)	998,699
Accrued salaries, wages and related accounts	512,652	1,389,953
Amounts payable to third-party payors	4,391,951	3,364,324
Accrued pension and other liabilities	10,953,088	3,315,451
Net cash provided by operating activities	<u>32,229,378</u>	<u>26,332,146</u>
Investing activities		
Acquisition of property, plant and equipment	(6,729,660)	(5,814,761)
Proceeds from disposal of assets	16,150	14,000
Payments received from notes receivable	100,617	138,058
(Increase) decrease in funds held by trustee under revenue bond agreement	(95,770)	103,169
Purchases of short-term investments	-	(35,350)
Sales of short-term investments	5,355,912	-
Sales of investments	14,795,179	17,853,236
Purchases of investments	(14,459,337)	(18,245,992)
Net cash used in investing activities	<u>(1,016,909)</u>	<u>(5,987,640)</u>
Financing activities		
Repayment of debt	(1,420,000)	(1,556,173)
Repayment of capital lease	(250,183)	(38,403)
Repayment of note payable	(7,000,000)	(7,000,000)
Issuance of note payable	6,000,000	7,000,000
Bond issuance cost - CAN Note	(31,912)	(10,401)
Restricted gifts and investment income	55,535	84,463
Cash transferred to affiliates	(11,658,129)	(7,798,423)
Net cash used in financing activities	<u>(14,304,689)</u>	<u>(9,318,937)</u>
Increase in cash and cash equivalents	16,907,780	11,025,569
Cash and cash equivalents		
Beginning of year	45,288,102	34,262,533
End of year	<u>\$ 62,195,882</u>	<u>\$ 45,288,102</u>
Supplemental cash flow information		
Cash paid for interest	\$ 2,784,388	\$ 2,798,612
Property, plant and equipment additions included in accounts payable and accrued expenses	1,434,837	522,668
Noncash additions to fixed assets related to capital leases	3,031,126	286,912

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/04/2013

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

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

PRODUCER MARSH USA, INC. 99 HIGH STREET BOSTON, MA 02110 Attn: Boston.certrequest@Marsh.com 715651-GWX-12-13	CONTACT NAME: _____ PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Pro Select Insurance Company</td> <td></td> <td></td> </tr> <tr> <td>INSURER B : N/A</td> <td></td> <td>N/A</td> </tr> <tr> <td>INSURER C : Safety National Casualty Corp.</td> <td></td> <td>15105</td> </tr> <tr> <td>INSURER D : N/A</td> <td></td> <td>N/A</td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A : Pro Select Insurance Company			INSURER B : N/A		N/A	INSURER C : Safety National Casualty Corp.		15105	INSURER D : N/A		N/A	INSURER E :			INSURER F :	
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INSURER E :																					
INSURER F :																					
INSURED CMC HEALTHCARE SYSTEM, INC. 100 MCGREGOR STREET MANCHESTER, NH 03102																					

COVERAGES **CERTIFICATE NUMBER:** NYC-006578020-01 **REVISION NUMBER:** 2

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS								
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			2-22596GL	07/01/2012	07/01/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$								
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$								
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$								
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			SP 4046757	07/01/2012	07/01/2013	<table border="1"> <tr> <td>WC STATUTORY LIMITS</td> <td>OTHER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$ 1,000,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$ 1,000,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$ 1,000,000</td> </tr> </table>	WC STATUTORY LIMITS	OTHER	E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
WC STATUTORY LIMITS	OTHER														
E.L. EACH ACCIDENT	\$ 1,000,000														
E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000														
E.L. DISEASE - POLICY LIMIT	\$ 1,000,000														
A	PROFESSIONAL LIABILITY			2-22596	07/01/2012	07/01/2013	PER CLAIM 1,000,000 AGGREGATE 3,000,000								

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

CERTIFICATE HOLDER **CANCELLATION**

STATE OF NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES 29 HAZEN DRIVE CONCORD, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Donna K. Doucet
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Catholic Medical Center

Mission Statement of Catholic Medical Center:

The heart of Catholic Medical Center is to provide health, healing, and hope in a manner that offers innovative high quality services, compassion, and respect for the human dignity of every individual who seeks or needs our care as part of Christ's healing ministry through the Catholic Church.

**Catholic Medical Center
Board of Directors – 2013**

Joseph Graham, *Chair* (2008)
Clear Channel Media & Entertainment
Manchester, NH

Suzanne K. Mellon, Ph.D. RN *Vice Chair* (2011)
Saint Anselm College, Manchester NH

Margaret-Ann Moran, Esq. *Secretary* (2008)
Upton & Hatfield, LLP, Hillsboro, NH

Daryl J. Cady, CPA, *Treasurer* (2011)
Home Health & Hospice, Merrimack, NH

Joseph Pepe, MD, *President/CEO* (2012)
Catholic Medical Center, Manchester, NH

Adele Boufford Baker (2010)
J.N. Boufford & Sons Inc.
Manchester, NH

John G. Cronin, Esq. (2013)
Cronin, Bisson & Zalinsky, P.C.
Manchester, NH

Rick Botnick (2013)
Botnick 5 / Ventures Inc.
Manchester, NH

Eleanor Wm. Dahar, Esq. (2010)
Dahar & Dahar Law Offices
Manchester, NH

Gary Bouchard, Ph.D. (2008)
St. Anselm College
Manchester, NH

Raef Fahmy, DPM, Chief Medical Officer
Catholic Medical Center (2010)
Manchester, NH

Guy D. Chapdelaine, (2007)
Bishop's Delegate for Health Care
Diocese of Manchester
Manchester, NH

Connor J. Haugh, M.D. (2007)
New England Heart Institute
Manchester, NH

William B. Clutterbuck, M.D. (2010)
The Surgical Care Group, PC
Manchester, NH

Susan D. Huard, Ph.D. (2012)
Manchester Community College
Manchester, NH

(Beginning year of service on the CMC Board)

Updated: February 2013

**Catholic Medical Center
Board of Directors – 2013**

Maria Mongan, AVP (2013)
Verizon
Lowell, MA

Msgr. John P. Quinn (2009)
St. Elizabeth Seton Parish
Bedford, NH

Keith A. Stahl, MD (2011)
Family Health & Wellness Center
Bedford, NH

Fr. Patrick Sullivan O.S.B, RN (2013)
St. Anselm Abbey / College
Manchester, NH

Executive Assistant / Board Liaison:

Dorothy Welsh
Catholic Medical Center
100 McGregor Street
Manchester, NH 03102
603.663.6552 Fax: 603.663.6850
e-mail: dwelsh@cmc-nh.org

(Beginning year of service on the CMC Board)

Updated: February 2013

KEY ADMINISTRATIVE PERSONNEL

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

Agency Name: Catholic Medical Center

Name of Bureau/Section: Bureau of Prev Services/Chronic Disease Prev & Control Section

BUDGET PERIOD:	SFY 2014	7/1/2013 - 6/30/2014	
Name & Title Key Administrative Personnel	Annual Salary Of Key Administrative Personnel	Percentage of Salary Paid By Contract	Total Salary Amount Paid By Contract
Marie DeWitt, RN Site Coordinator & Case Manager	\$45,958	94.23%	\$43,305.85
Irene Graveline, Adm Asst Grant Manangement	\$34,226	6.28%	\$2,149.39
Paul Mertzic, RN, MS Executive Director PPA/CHS	\$125,008	0.00%	\$0.00
Kim Kennedy, RN, Manager Community Outreach	\$66,144	0.00%	\$0.00
Joseph Pepe, MD, President & CEO	\$445,000	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			\$45,455.24

BUDGET PERIOD:	SFY 2015	7/1/2014 - 6/29/2015	
Name & Title Key Administrative Personnel	Annual Salary Of Key Administrative Personnel	Percentage of Salary Paid By Contract	Total Salary Amount Paid By Contract
Marie DeWitt, RN Site Coordinator & Case Manager	\$47,330	94.23%	\$44,599.06
Irene Graveline, Adm Asst Grant Manangement	\$35,256	6.28%	\$2,214.08
Kim Kennedy RN, Manager Community Outreach	\$68,128	0.00%	\$0.00
Paul Mertzic, RN, MS Executive Director PPA/CHS	\$128,759	0.00%	\$0.00
Joseph Pepe, MD, President & CEO	\$458,350	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			\$46,813.14

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.

Marie DeWitt

Catholic Medical Center
195 McGregor Street, Suite LL22
Manchester, NH 03102
603-663-8705
mdewitt@cmc-nh.org

Experience

Catholic Medical Center, 100 McGregor Street, Manchester, NH 03102
September 1992 to present

- Community Education and Wellness Health Educator: community health screenings, elementary school programs, strong living program, breast education/presentations to community, BCCP site coordinator and case manager
- Rehab RN: primary care PT nurse, w/e charge nurse, case management of PT's
- Short Stay Unit per diem RN: care of PT's, pre and post procedure

New England College, Henniker, NH 03242
March 1985 to June 1987

- Education Department secretary: clerical support for faculty, including typing, shorthand, filing, phones, supervision of work-study students, Office of Student Affairs

Kenmore Stamp Company, Milford, NH 03055
December 1975 to January 1977

- Receptionist: typing, phones, checked incoming stock

Kross, Inc., San Fernando, CA
March 1974 to January 1975

- Customer service, receptionist: typing, filing, phones, resolved customer complaints

Education

University of New Hampshire
▪ Additional RN courses

New Hampshire Technical Institute, Concord, NH 03301, 1989-1992

- Associate degree in nursing
- Dean's List, Phi Theta Kappa, Student Nurse Association, peer tutoring, volunteer in schools and High Hopes Foundation

Clinton High School, Clinton, MA, 1965-1969

- Business courses

References

References are available on request.

Irene Graveline
Catholic Medical Center
195 McGregor Street. Suite LL22
Manchester, NH 03102
603-663-8704

Work Experience:

September 1997 to Present

Catholic Medical Center Community Health Services Administrative Assistant
Primary Purpose:

- Performs diversified administrative and secretarial duties in support of the Community Health Services departments.
- Responsible for all aspects of the Community Benefit Inventory Project; maintains database and responsible for upgrades to the software; distributes forms, collects and enters data and files the supporting documents to justify the quantitative figures for the annual inventory report.
- Provides information, support and training in all aspects of operations. Assists with special projects within the Division of Community Health Services.
- Prepares the monthly invoices for the BCCP Program and MCHT Project and maintains their supporting documents; works closely with Payroll, the manager of MCHT, the manager of BCCP and Finance to ensure accuracy of these invoices. Maintains all documentation for federal audits on the accounting of the invoices.
- Provides accounting support for grants awarded to the departments of Community Health Services. Responsible for the fiscal audits of grants.
- Maintains various department databases as directed, including the Community Benefit Inventory, Medical Interpreters (bilingual staff and Medicaid Providers), MCHT, BCCP, CMC In-kind Donation of Equipment to Social Service Agencies.

Education:

New England College

Courses: Financial Accounting in Healthcare
Managerial Economics of Service Sectors
Project Management

Rivier College

Courses: Management Concepts
Economical Analysis

Southern NH College (undergraduate study)

Courses: six courses in Accounting and one in Finance

University of New Hampshire
Durham, New Hampshire
BA in Biology

Paul A. Mertzic, RN, BSN, MS

Catholic Medical Center –
 Telephone (603) 663-8709,
 e-mail pmertzic@cmc-nh.org

Objective: To utilize my administrative, clinical and management skills in the development of systems to enhance the quality of and the access to health care services for all persons.

- Leader in community, ambulatory and acute care health environments
- Educator - Assessment, Planning, Developing and Implementing community and professional programs
- Health Educator
- Strategic orientation

Experience:

- 1998- Present: Catholic Medical Center – Manchester, NH**
 A 300-bed community-based health care system. Re-established after the de-merger of Optima Health
- Executive Director of Operations, Physician Practice Association, Primary Care and Community Health - October 2012 – Present**
 Operational responsibility for the development, planning, budgeting and implementation of the strategic initiatives for the Primary Care Practices and Community Health Services. Responsible for the development of collaborative relationships and partnerships within the community to improve the health status of our community
- Director, Community Health Services & Urgent Care July 2011 – Present**
 Responsible for all aspects of CMC's Community Health Services and Urgent Care at Bedford. Enhance and develop collaborative relationships and partnerships within the community to improve the health status.
- Director, Community Health Services – February 2002 to July 2011**
 Responsible for all aspects of CMC's Community Health Services and collaborative relationships and partnerships within the community to improve the health status.
- Director, Community Health and Wellness – May 1997 – February 2002**
 Responsible for the ongoing operations of community-based programs serving those most in need. Responsible for creating collaborative relationships with agencies to maximize the potential for health and wellness efforts to those most in need.
- 1995 –1998: Optima Health – Manchester, NH**
 A community-based health care system created by the merger of two health care systems based in Manchester, NH.
Program Manager, Community Education and Wellness
 Responsible for planning, coordinating and the delivery of community-based health and wellness services for those most in need..
- 1981 – 1995: Elliot Hospital – Manchester, NH**
 296 bed community-based acute care hospital
- Director, Cardiology Services – (1990 – 1995)**
 Responsible for Invasive and Non-invasive Diagnostic Cardiology Testing, Cardiac Rehabilitation, and Pacemaker Clinic.

Director, Cardiac Intermediate Care Unit – (1981- 1990)

Responsible for a 26 bed step down cardiac unit with a concentration on family education and clinical excellence.

1980 –1981:**Catholic Medical Center****Director, Cardiac Rehabilitation**

Responsible for development of inpatient and outpatient Cardiac Rehabilitation.

1977- 1980:**Elliot Hospital – Manchester, NH****Clinical Manager, Intensive Care Unit – (1978 – 1980)**

Responsible for daily operations of a 12-bed intensive care unit on 3-11 shift, including staff development, evaluations, staffing and coordination.

Critical Care and Medical Surgical Staff Nurse – (1997- 1978)

Clinical responsibilities for critical care and medical surgical patients.

1977 – 1980:**Easter Seals Rehabilitation Program****RN Consultant, Cardiac Rehabilitation Program**

Responsible for assessment, evaluation and education of clients involved in outpatient Cardiac Rehabilitation Program. Provided educational programs to enhance cardiovascular knowledge of ancillary staff.

Education:

New England College, Henniker, NH - MS Organizational Management - 12/2000

NH College, Manchester, NH - Accounting and Financial Management courses

St. Anselm College, Goffstown, NH - Bachelor of Science, Nursing – 6/1977

Membership/Affiliations:

Catholic Medical Center Mission Award 2010

Good Samaritan Award in Health by Pastoral Counseling Services 2006

Healthy Manchester Leadership Council

Leadership Manchester, Class of 2004

Medical Interpretation Advisory Board/Steering Committee

Makin' It Happen – Board of Directors 2003-2009

New Horizons of NH – Board of Directors 2003 - 2008

Kids Vote – Board of Directors 2005 - 2008

On the Road to Recovery – Board of Directors/Secretary-Treasurer 2006 - present

NH Prostate Cancer Coalition – Board of Directors 2007-2009

Governors Council on Physical Activity and Health 2007- present

Kickin' Butts, Smoking Coalition

Regional Faculty AHA BLS/ BLS Instructor 2009 - 2012

New Hampshire Nurses Association

Governmental Advocacy Commission 2008 – present

American Nurses Association

References available upon request.

Kim S. Kennedy
Catholic Medical Center
195 McGregor Street, Suite LL22
Manchester, NH 03102
603-663-8705

Professional Profile:

- Strong leadership, collaboration and organization skills
- Experienced in program development
- Emphasis on promoting healthy lifestyle choices and self-efficacy
- Dedicated, energetic and enthusiastic
- Excellent interpersonal skills

Employment Experience:

Catholic Medical Center • Manchester, NH

Manager Community Outreach and Wellness, Community Health Services-Oct. 2012 to Present

Provide management, oversight and leadership in the assessment and identification of health programs, services, and education needs of the community with a focus on prevention. Responsible for managing staff of Community Health Services programs including; Community Education and Wellness, Breast and Cervical Cancer Screening Program, Medication Assistance Program and Community Benefit Reporting.

Additional responsibilities include:

- Develop an annual strategic plan for health programming for the community, schools and businesses based upon CMC's key initiatives and the Community Needs Assessment
- Participate in advisory groups for program planning, review and evaluation as applicable
- Assist in the preparation of the Community Health Services budget and assume financial accountability for the budget

Coordinator Community Health Education, Community Health Services-Oct. 2008 to Oct.2012

Responsible for the coordination of health education programs and services of Community Education and Wellness, Prime Time and the Parish Nurse Program. Manage and coordinate the development, design, and implementation of community educational programs which focus on improving the health of our community. Collaborate with other hospital departments, community partners, the school district and local businesses for the purpose of addressing community needs.

Registered Nurse/Community Health Educator, Community Education and Wellness – 1998 to 2008

Researched health related topics and developed community education programs based on this research. Instructed a variety of health education programs for the community in an effort to

promote wellness and prevent disease and disability. Developed and coordinated various health screenings including prostate cancer, skin cancer, osteoporosis and cholesterol. Planned and coordinated a variety of community events.

Registered Nurse, Obesity Treatment Center - 2006 to 2007

Temporarily assisted this department during a period when they were short staffed. Assisted the physician with the assessment and treatment of patients preparing for gastric surgery.

Registered Nurse, Rehabilitation Medicine Unit - 1996 to 1998

Provided professional nursing care for stroke, cardiac step-down and orthopedic patients in an environment that promotes wellness by assisting each individual to regain the highest level of functioning that is achievable.

Various Local Fitness Centers/Health Clubs

Health and Fitness Instructor - 1989 to 2009

Developed and instructed health and fitness classes including a program designed for the unfit and higher health risk population.

Education:

New Hampshire Technical Institute • Concord, NH

Associates Degree in Nursing - 1997

Graduated with high honors. Recipient of the Goldie Crocker award of excellence.

Quinsigamond Community College • Worcester, MA

Completed various accounting and finance courses – 1978 to 1980

Licenses/Certifications:

Registered Nurse License, State of New Hampshire

Group Exercise Instructor Certification, American Council on Exercise (ACE)

References available on request

CURRICULUM VITAE

JOSEPH PEPE, MD

ADDRESS

Business:

100 McGregor Street
Manchester, NH. 03102

EMPLOYMENT

President & CEO

CMC Healthcare System
August 30, 2012 to Present

President & CEO

Catholic Medical Center, Manchester, NH
August 30, 2012 to Present

Chief Executive Officer of Healthcare System including: 330 bed acute care hospital; Physician Practice Associates employing 40 physicians; Bedford Ambulatory Surgery Center (BASC), an LLC with 50% ownership with 40 surgeons, and St. Peter's Home, New Hampshire's largest day care center. Catholic Medical Center is the home of the New England Heart Institute, serving over 100 communities state wide.

Interim President/CEO

CMC Healthcare System and Catholic Medical Center
January 12, 2012

CMC Vice President of Medical Affairs/Chief Medical Officer

Catholic Medical Center
(1999 to August 2012)

As Vice President of Medical Affairs/Chief Medical Officer reporting to the CEO and worked with nursing leadership, medical staff leadership, and Performance Improvement to improve quality at CMC.

Physician

CMC Primary Care Associates
(1990 – 2011)

EDUCATION

1979-1983 St. Anselm College, Manchester, NH; **BA**
1983-1987 Tufts University School of Medicine, Boston, Ma; **MD**

POSTDOCTORAL TRAINING

1987-1990 Baystate Medical Center, Springfield, Ma.
- Internal Medicine Internship
- Internal Medicine Residency

ACADEMIC APPOINTMENTS/TEACHING

1987-1989 Clinical Fellow of Medicine
-Tufts University School of Medicine
Lecturer, State Division, American College of Physicians
Lecturer, Mass. College of Pharmacy and Health Science ('06-08)
Lecturer, NH Organization of Nurse Leaders (2011)
Lecturer, Northern New England Society for Healthcare Risk Management (2011)

BOARD CERTIFICATION

National Board of Medical Examiners
American Board of Internal Medicine 1990, 2000, 2010

PUBLICATIONS

Fever of Unknown Origin and Eosinophilia Caused by Naproxen Induced Interstitial Nephritis. *Hospital Practice*; McCue, J.D. ; Pepe, J., August 15, 1989.

A Rare Cause of Facial Nerve Paralysis. *Hospital Practice*; McCue, J.D. ; Pepe, J., May 30, 1990.

A Construction Worker With A Digital Eschar. *Hospital Practice*; Pepe, J., May 30, 1992.

Tongue Abscess: Case Report and Review. *Clinical Infectious Diseases*; Sands, M.; Pepe, J.; Brown, R.B., January 16, 1993.

Managing Risk, Build a Just Culture. *Health Progress*; Pepe, J.; Cataldo, P.J., July August, 2011.

McGregor Street Journal editor; Over 40 articles available on request ('02-present)

Budget Form

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

Bidder/Program Name: Catholic Medical Center

Budget Request for: Breast and Cervical Cancer Program Greater Manchester
(Name of RFP)

Budget Period: 7/1/2013 - 6/30/2014

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 45,456.32		\$ 45,456.32	
2. Employee Benefits	\$ 3,331.20	\$ -	\$ 3,331.20	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ 3,872.48	\$ -	\$ 3,872.48	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ -	\$ -	\$ -	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ 250.00	\$ -	\$ 250.00	
12. Subcontracts/Agreements	\$ 30,590.00	\$ -	\$ 30,590.00	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
14. Clinical Fees/APRN/CNW	\$ 8,500.00	\$ -	\$ 8,500.00	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 92,000.00	\$ -	\$ 92,000.00	

Indirect As A Percent of Direct

0.0%

Budget Goal - enter budget goal \$ 92,000.00
Reconciliation - this line must equal \$0 \$ -

Budget Form

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

Bidder/Program Name: Catholic Medical Center

Budget Request for: Breast and Cervical Cancer Program Greater
Manchester

(Name of RFP)

Budget Period: 7/1/2014- 6/30/2015

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 46,814.60		\$ 46,814.60	
2. Employee Benefits	\$ 1,972.92	\$ -	\$ 1,972.92	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ 3,872.48	\$ -	\$ 3,872.48	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ -	\$ -	\$ -	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ 250.00	\$ -	\$ 250.00	
12. Subcontracts/Agreements	\$ 30,590.00	\$ -	\$ 30,590.00	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
14. Clinical Fees/APRN/CNW	\$ 8,500.00	\$ -	\$ 8,500.00	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 92,000.00	\$ -	\$ 92,000.00	

Indirect As A Percent of Direct

0.0%

Budget Goal - enter budget goal \$ 92,000.00
 Reconciliation - this line must equal \$0 \$ -