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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF COMMUNITY BASED CARE SERVICES

BUREAU OF DEVELOPMENTAL SERVICES

Nicholas A. Toumpas
Commissioner

Kathleen A. Dunn
Associate
Commissioner

105 PLEASANT STREET, CONCORD, NH 03301
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July 1, 2015

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

Retroactive

REQUESTED ACTION

Authorize the Department of Health and Human Services, Bureau of Developmental Services to enter into a **retroactive** amendment to exercise a renewal option to an existing Agreement with Mary Hitchcock Memorial Hospital, dba Dartmouth Hitchcock Medical Center, 1 Medical Center Drive, Lebanon, NH 03766, Vendor ID 177160 to support a Child Development Program, by increasing the price limitation by $137,654.36 from $275,303.85 to an amount not to exceed $412,958.21, and changing the completion date from June 30, 2015 to June 30, 2016, retroactive to July 1, 2015, upon Governor and Executive Council approval. The Agreement was approved by Governor and Executive Council on October 16, 2013 (Item #56). 70% General Funds and 30% Federal Funds.

Funds to support this request are anticipated to be available in the following accounts in State Fiscal Years 2016 and 2017, upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified, without approval from Governor and Executive Council.

05-95-93-930010-5191 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DEVELOPMENTAL SERV DIV OF, DIV OF DEVELOPMENTAL SVCS, SPECIAL MEDICAL SERVICES

State Fiscal Year	Class/Object	Class Title	Current Budget Amount	Increase/ Decrease Amount	Revised Budget Amount
2014	561-500911	Specialty Clinics	$137,649.49	$0	$137,649.49
2015	561-500911	Specialty Clinics	$137,654.36	$0	$137,654.36
2016	561-500911	Specialty Clinics	$0	$137,654.36	$137,654.36
		Subtotal	$275,303.85	$137,654.36	$412,958.21

EXPLANATION

This Amendment is **retroactive.** Although this contract is retroactive, the vendor has agreed that from when the contract ended on July 1, 2015 until the date of Governor and Executive Council approval of the amendment, no work will be done.

Approval of this Amendment will allow the Department to continue to provide a regionally-based, family-centered, diagnostic evaluation and consultation service to families, pediatricians and local agencies, including local school districts and preschool programs, serving children from birth through 7 years of age suspected or at risk for altered developmental progress. The primary clinic site in this agreement is the Lebanon Clinic. It is estimated that 50-100 children will be served during the one-year contract period.

This Contractor was selected through a competitive bid process.

The original Agreement and Governor and Council letter contains an option to renew the contract for two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council. The Department and the Contractor have agreed to extend the contract for one additional year.

Should Governor and Executive Council determine not to authorize this request approximately 50-100 children ages zero to seven years old with developmental delays and special health care needs will not have access to interdisciplinary specialty diagnostic clinics. This will result in extended wait times for diagnostic workups and a delay in qualifying for and accessing early specialty care.

Area served: Statewide.

Source of funds: 70% General funds and 30% Federal funds from the United States Health and Human Services, Health Resources and Services Administration, Title V Block Grant Funds, CFDA #93.994 and FAIN #B04MC23394.

In the event that federal funds become no longer available, general funds will not be requested to support this program.

Respectfully submitted,

Lorene Reagan

Lorene Reagan, MS, RN
Bureau Chief

Approved by:

Nicholas A. Toumpas
Commissioner

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Child Development Program Contract

This 1st Amendment to the Child Development Program contract (hereinafter referred to as "Amendment #1") dated April 22, 2015, is between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Mary Hitchcock Memorial Hospital (hereinafter referred to as "the Contractor"), a nonprofit corporation, located at One Medical Center Drive, Lebanon, NH 03756.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on October 16, 2013 (item #56) (hereinafter referred to as the "Contract"), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified: and

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

WHEREAS, pursuant to the Agreement (section 18 of the General Provisions of the Form P-37), and the provisions of the Agreement, the Agreement may be modified or amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council; and

WHEREAS, the parties agree to increase the price limitation and extend the completion date of the Contract by one (1) year; and

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

1. Except as specifically amended and modified by the terms and conditions in this Amendment #1, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.

2. Amend General Provisions (Form P-37), Block 1.7, Completion Date, by extending the date to June 30, 2016.

3. Amend General Provisions (Form P-37), Block 1.8, Price Limitation, to read: $412,958.21.

4. Amend General Provisions (Form P-37), Block 1.9, Contracting Officer for State Agency to read: Eric Borrin, Director of Contracts and Procurement.

5. Amend General Provisions (Form P-37), Block 1.10, to read: (603) 271-9558.

6. Amend Standard Exhibit A, Scope of Services, DATE, by extending the date to June 30, 2016.

7. Amend Standard Exhibit A, Scope of Services, CONTRACT PERIOD, by extending the date to June 30, 2016.

8. Amend Exhibit B, Methods and Conditions Precedent to Payment, Paragraph 1, by deleting:

    1. The Contract Price shall not exceed $275,303.85. Payments shall be made during SFY 2014 and SFY 2015 in accordance with the Budget Attachment. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services

Contractor Initials: MH
Date: 6/18/15

provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

And inserting in its place:

1. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

9. Amend Standard Exhibit B, Methods and Conditions Precedent to Payment, Paragraph 7, by deleting:

7. The Contractor shall be paid only for the total number of hours actually worked/FTE percentage as designated in the Budget. The total of all payments made to the Contractor for costs and expenses incurred in the performance of the Services during the period of the contract shall not exceed two hundred seventy-five thousand, three hundred three dollars and eighty-five cents ($275,303.85). As directed by the State, funds may be adjusted, if needed and justified, between State fiscal years based upon actual incurred expenses.

And inserting in its place:

7. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions (Form P-37) of this Agreement in consideration for the Contractor's compliance with the terms and conditions of this Agreement and for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

7.1. Payments shall be made for actual expenditures in accordance with the Exhibit B-1 Budget.

10. Add Exhibit B-1 Budget

11. Delete in its entirety Standard Exhibit C, Special Provisions, and replace with Exhibit C, Special Provisions.

12. Delete in its entirety Standard Exhibit C-1 Additional Special Provisions, paragraph 5.

13. Add Exhibit C-2

14. Amend Standard Exhibit D, Certification Regarding Drug-Free Workplace Requirements, Period Covered by this Certification, by extending the end date to June 30, 2016.

15. Amend Standard Exhibit E, Certification Regarding Lobbying, Contract Period, by extending the end date to June 30, 2016.

16. Delete in its entirety Standard Exhibit G, Certification Regarding the Americans with Disabilities Act Compliance, and replace with Exhibit G, Certification of Compliance with Requirements Pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower Protections.

17. Delete in its entirety Standard Exhibit I, Health Insurance Portability and Accountability Act Business Associate Agreement, and replace with Exhibit I Amendment #1, Health Insurance Portability Act Business Associate Agreement.

Contractor Initials: _____
Date: 6/8/15

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

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

State of New Hampshire
Department of Health and Human Services

6/17/15
Date

Diane Langley
Director

Mary Hitchcock Memorial Hospital

6/8/15
Date

NAME Robin Kilfeather-Mackey
TITLE Chief Financial Officer

Acknowledgement:
State of NH, County of Grafton on 6/8/15, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.
Signature of Notary Public or ~~Justice of the Peace~~

Name and Title of Notary or ~~Justice of the Peace~~

KATHLEEN E. JOHNSTON
MY COMMISSION EXPIRES
OCT. 26, 2016
NOTARY PUBLIC
NEW HAMPSHIRE

Contractor Initials:
Date: 6/8/15

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

OFFICE OF THE ATTORNEY GENERAL

6/25/15
Date

Name: Megan A. Lopez
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit B-1 - Budget

State Fiscal Year (SFY) 2014-2016 Budget

Mary Hitchcock Memorial Hospital - Child Development Clinic Services

	LINE ITEM	SFY 2014	SFY 2015	SFY 2016
I.	**Professional Services**			
a.	**Developmental Pediatrician**	$6,119.57	$6,241.96	$6,241.96
	Dr. Stephen Mott			
	0.03FTE; 2% sal increase FY15			
b.	**Psychologist**	$4,406.45	$4,494.58	$4,494.58
	Dr. Art Maerlender			
	0.05 FTE; 2% sal increase FY15			
d.	**Coordinator**	$49,782.72	$50,778.37	$50,778.37
	Karen Townsend			
	0.60 FTE; 2% sal increase FY15			
e.	**Clinical Secretary**	$23,250.24	$23,715.24	$23,715.24
	Jen Bell			
	0.60 FTE; 2% sal increase FY15			
	Subtotal: Professional Services	*$83,558.98*	*$85,230.16*	*$85,230.16*
	Fringe at 36%	*$30,081.23*	*$30,682.86*	*$30,682.86*
	Total Professional Services	***$113,640.21***	***$115,913.02***	***$115,913.02***
II.	**Direct Expenses/Program Support**			
a.	Travel (travel to SMS network meetings and Home/community visits) Commensurate with IRS rate	$645.00	$645.00	$645.00
b.	Cultural/Linguistic Support	$1,950.00	$1,800.00	$1,800.00
c.	Testing Materials	$3,000.00	$3,000.00	$3,000.00
d.	Insurance	$460.00	$460.00	$460.00
	Total Direct Expenses/ Program Support	***$6,055.00***	***$5,905.00***	***$5,905.00***
III.	**Indirect Expenses**			
a.	Indirect Year 1 (15.0%)	$17,954.28	$0.00	$0.00
b.	Indirect Year 2 and 3 (13.0%)	$0.00	$15,836.34	$15,836.34
	GRAND TOTAL	**$137,649.49**	**$137,654.36**	**$137,654.36**
	Contract Total			**$412,958.21**

Initials _____

Date 6/8/15

SPECIAL PROVISIONS

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:

1. **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.

2. **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.

3. **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.

4. **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.

5. **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.

6. **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.

7. **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 Contractors 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 funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

7.3. 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:

8. **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:
   8.1. 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.
   8.2. 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 such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   9.1. 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.
   9.2. 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.

10. **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 directly 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.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. 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.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **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.

13. **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:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part 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.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

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 governmental 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. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than $25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
    19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
    19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
    19.3. Monitor the subcontractor's performance on an ongoing basis

19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

FEDERAL/STATE LAW: Wherever 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 the 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.

REVISIONS TO GENERAL PROVISIONS

1. 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.

2. The Department reserves the right to extend the completion date of the contract for up to two years to be exercised by mutual agreements by the parties, upon availability of funding, acceptable performance of the Statement of Work, and subsequent approval by the Governor and Executive Council.

Contractor Initials _____

Date 6/8/15

CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

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:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate 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.

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

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 comply with the provisions indicated above.

Contractor Name:

6/18/15
Date

Name: Robin Kilfeather-Mackey
Title: Chief Financial Officer

HEALTH INSURANCE PORTABLITY 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 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.

(1) Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

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, TitleXIII, 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 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 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 160.103, 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 164.103.

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, unreadable, 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) **Business Associate 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, Business Associate, including but not limited to all its directors, officers, employees and agents, shall 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 HIPAA Privacy, Security, and Breach Notification Rules 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. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. 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.

e. 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 (l). 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 Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

f. 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.

g. 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.

h. 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.

i. 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.

j. 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.

k. 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.

l. 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 Paragraph 10 of the standard terms and conditions (P-37) 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, 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.

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) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health & Human Servs The State	Mary Hitchcock Memorial Hospital Name of the Contractor
Lorene Reagan Signature of Authorized Representative	 Signature of Authorized Representative
Lorene Reagan Name of Authorized Representative	Robin Kilfeather-Mackey Name of Authorized Representative
BDS Bureau Chief Title of Authorized Representative	Chief Financial Officer Title of Authorized Representative
6/17/15 Date	6/18/15 Date

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that MARY HITCHCOCK MEMORIAL HOSPITAL is a New Hampshire nonprofit corporation formed August 7, 1889. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.

In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 8th day of April, A.D. 2015

William M. Gardner
Secretary of State

Dartmouth-Hitchcock

Mary Hitchcock Memorial Hospital
Dartmouth-Hitchcock Medical Center
1 Medical Center Drive
Lebanon, NH 03756
Dartmouth-Hitchcock.org

CERTIFICATE OF VOTE/AUTHORITY

I, Barbara J. Couch of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital, do hereby certify that:

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

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

   "In exercising this [fiduciary] duty, the Board may, consistent with the Corporation's Articles of Agreement and these Bylaws, delegate authority to the Board of Governors, Board Committees and various officers the right to give input with respect to issues and strategies, incur indebtedness, make expenditures, enter into contracts and agreements and take such other binding actions on behalf of the Corporation as may be necessary or desirable."
3. Article I – Section A, as referenced above, provides authority for the chief officers, including the Chief Executive Officer and Chief Financial Officer, of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital to sign and deliver, either individually or collectively, on behalf of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital.
4. Robin Kilfeather-Mackey is the Chief Financial Officer of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital and therefore has the authority to enter into contracts and agreements on behalf of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital.

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Board of Trustees of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital this 9th day of June.

Barbara J. Couch

Barbara J. Couch, Secretary

STATE OF NH

COUNTY OF GRAFTON

The foregoing instrument was acknowledged before me this 9th day of June by Barbara J. Couch.

Notary Public/Justice of the Peace
My Commission Expires: May 9, 2017

LAURA K. ROGERS, Notary Public
My Commission Expires May 9, 2017

DATE: July 2, 2015

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

INSURED
Mary Hitchcock Memorial Hospital
One Medical Center Drive
Lebanon, NH 03756
(603)653-6850

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

COVERAGES

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

TYPE OF INSURANCE		POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
GENERAL LIABILITY		0002015-A	07/01/2015	06/30/2016	GENERAL AGGREGATE	$ None
					PRODUCTS-COMP/OP AGGREGATE	
X	COMMERCIAL GENERAL LIABILITY				PERSONAL ADV INJURY	
					EACH OCCURRENCE	$1,000,000
X	CLAIMS MADE				FIRE DAMAGE	
	OCCURRENCE				MEDICAL EXPENSES	
PROFESSIONAL LIABILITY					EACH CLAIM	
					ANNUAL AGGREGATE	
OTHER						

DESCRIPTION OF OPERATIONS/ LOCATIONS/ VEHICLES/ SPECIAL ITEMS (LIMITS MAY BE SUBJECT TO RETENTIONS)
Certificate of Insurance issued as evidence of insurance for activities related to the Child Development Clinic Services Grant (July 1, 2015 to June 30, 2016) with the New Hampshire Department of Health & Human Services.

CERTIFICATE HOLDER
New Hampshire Department of Health & Human Services
129 Pleasant Street
Concord, NH 03301

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

AUTHORIZED REPRESENTATIVES

Client#: 317075 DARTMOUTHH1

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/02/2015

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	CONTACT NAME: Andrew Reid	
HUB Healthcare Solutions HUB International New England 299 Ballardvale Street Wilmington, MA 01887	PHONE (A/C, No, Ext): 978 661-6843	FAX (A/C, No): 866-893-2711
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Safety National Casualty Corp	
INSURED Dartmouth Hitchcock Medical Center Mary Hitchcock Memorial Hospital 1 Medical Center Dr., #4b Lebanon, NH 03756	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	POLICY PRO-JECT LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		AGC4053417	07/01/2015	07/01/2016	X WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$1000000
							E.L. DISEASE - EA EMPLOYEE	$1000000
							E.L. DISEASE - POLICY LIMIT	$1000000

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

Evidence of NH Workers' Compensation

CERTIFICATE HOLDER

State of New Hampshire
Department of Health and Human Services
Attn: Catherine A. Cormier
129 Pleasant Street
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

AR01

Dartmouth-Hitchcock

Mission, Vision, & Values

Our Mission

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

Our Vision

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

Values

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

Dartmouth-Hitchcock Health and Subsidiaries

Consolidated Financial Statements
June 30, 2014

Dartmouth-Hitchcock Health and Subsidiaries
Index
June 30, 2014

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Independent Auditor's Report

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

We have audited the accompanying consolidated financial statements of Dartmouth-Hitchcock Health and Subsidiaries ("Health System"), which comprise the consolidated balance sheet as of June 30, 2014, and the related consolidated statements of operations and changes in net assets and of cash flows for the year then ended.

Management's Responsibility for the Consolidated Financial Statements

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

Auditor's Responsibility

Our responsibility is to express an opinion on the consolidated financial statements based on our audit. We did not audit the consolidated financial statements of New London Hospital Association, Inc. and Subsidiaries, a subsidiary whose sole member is Dartmouth-Hitchcock Health, which statements reflect total assets constituting 4.4% of consolidated total assets at June 30, 2014 and total revenues of 3.0% of consolidated total revenues for the year then ended. Those statements as of June 30, 2014 and for the nine months then ended were audited by other auditors whose report thereon has been furnished to us, and our opinion expressed herein, insofar as it relates to the amounts included for New London Hospital Association, Inc. and Subsidiaries, is based solely on the report of the other auditors. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

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

PricewaterhouseCoopers LLP, 125 High Street, Boston, MA 02110
T: (617) 530 5000, F: (617) 530 5001, www.pwc.com/us

pwc

Opinion

In our opinion, based on our audit and the report of the other auditors, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Dartmouth-Hitchcock Health and Subsidiaries at June 30, 2014, and the results of their operations and changes in net assets and their cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matter

Our audit was conducted for the purpose 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 audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves and other additional procedures, in accordance with auditing standards generally accepted in the United States of America. In our opinion, 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 and changes in unrestricted net assets 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 and changes in unrestricted net assets of the individual companies.

PricewaterhouseCoopers LLP

November 26, 2014

Dartmouth-Hitchcock Health and Subsidiaries
Consolidated Balance Sheet
June 30, 2014

(in thousands of dollars)

Assets	
Current assets	
Cash and cash equivalents	$ 50,927
Patient accounts receivable, net of estimated uncollectibles of $124,404 at June 30, 2014 (Note 5)	184,606
Prepaid expenses and other current assets (Notes 3 and 14)	91,302
Total current assets	326,835
Assets limited as to use (Notes 6, 8, and 11)	629,185
Other investments for restricted activities (Notes 3, 6 and 8)	101,675
Property, plant, and equipment, net (Notes 3 and 7)	484,753
Other assets (Note 3)	72,508
Total assets	$ 1,614,956
Liabilities and Net Assets	
Current liabilities	
Current portion of long-term debt (Note 11)	$ 13,281
Current portion of liability for pension and other postretirement plan benefits (Note 12)	5,142
Accounts payable and accrued expenses (Note 14)	93,023
Accrued compensation and related benefits	78,575
Estimated third-party settlements (Note 5)	30,677
Total current liabilities	220,698
Long-term debt, excluding current portion (Note 11)	550,703
Insurance deposits and related liabilities (Note 13)	68,498
Interest rate swaps (Notes 3, 8 and 11)	24,413
Liability for pension and other postretirement plan benefits, excluding current portion (Note 12)	139,056
Other liabilities	47,980
Total liabilities	1,051,348
Net assets	
Unrestricted (Note 10)	462,675
Temporarily restricted (Notes 9 and 10)	64,664
Permanently restricted (Notes 9 and 10)	36,269
Total net assets	563,608
Commitments and contingencies (Notes 5, 7, 8, 11, and 14)	-
Total liabilities and net assets	$ 1,614,956

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

Dartmouth-Hitchcock Health and Subsidiaries
Consolidated Statement of Operations and Changes in Net Assets
Year Ended June 30, 2014

(in thousands of dollars)

Unrestricted revenue and other support	
Net patient service revenue, net of provision for bad debt ($47,606 in 2014) (Notes 4 and 5)	$ 1,229,848
Contracted revenue (Note 2)	92,390
Other operating revenue (Notes 2 and 6)	64,804
Net assets released from restrictions	11,670
Total unrestricted revenue and other support	1,398,712
Operating expenses	
Salaries	675,716
Employee benefits	204,152
Medical supplies and medications	196,397
Purchased services and other	163,456
Medicaid enhancement tax (Note 5)	34,488
Geisel school of medicine support	6,500
Depreciation and amortization	57,729
Interest (Note 11)	18,436
Expenditures relating to net assets released from restrictions	11,670
Total operating expenses	1,368,544
Operating income	30,168
Nonoperating gains (losses)	
Investment gains (Notes 6 and 11)	53,135
Other losses	(804)
Contribution revenue from acquisition (Note 1)	33,692
Total nonoperating gains, net	86,023
Excess of revenue over expenses	$ 116,191

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

Dartmouth-Hitchcock Health and Subsidiaries
Consolidated Statement of Operations and Changes in Net Assets, Continued
Year Ended June 30, 2014

(in thousands of dollars)

Unrestricted net assets		
Excess of revenue over expenses	$	116,191
Net assets released from restrictions		763
Change in funded status of pension and other postretirement benefits (Note 12)		14,769
Change in fair value of interest rate swaps (Note 11)		1,538
Increase in unrestricted net assets		133,261
Temporarily restricted net assets		
Gifts, bequests, sponsored activities		18,295
Investment gains		1,171
Change in net unrealized gains on investments		2,998
Net assets released from restrictions		(12,433)
Contribution of temporarily restricted net assets from acquisition		386
Increase in temporarily restricted net assets		10,417
Permanently restricted net assets		
Gifts and bequests		2,961
Contribution of permanently restricted net assets from acquisition		2,053
Increase in permanently restricted net assets		5,014
Change in net assets		148,692
Net assets		
Beginning of year		414,916
End of year	$	563,608

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

Dartmouth-Hitchcock Health and Subsidiaries
Consolidated Statement of Cash Flows
Year Ended June 30, 2014

Cash flows from operating activities		
Change in net assets	$	148,692
Adjustments to reconcile change in net assets to net cash provided by operating and nonoperating activities		
Change in fair value of interest rate swaps		(968)
Provision for bad debt		47,606
Depreciation and amortization		58,216
Contribution revenue from acquisition		(36,131)
Change in funded status of pension and other postretirement benefits		(14,769)
(Gain) loss on disposal of fixed assets		313
Net realized gains and change in net unrealized gains on investments		(58,024)
Restricted contributions		(10,637)
Proceeds from sale of securities		413
Changes in assets and liabilities		
Patient accounts receivable, net		(54,587)
Prepaid expenses and other current assets		(7,669)
Other assets, net		(10,623)
Accounts payable and accrued expenses		10,658
Accrued compensation and related benefits		757
Estimated third-party settlements		2,389
Insurance deposits and related liabilities		(23,454)
Liability for pension and other postretirement benefits		(19,880)
Other liabilities		9,489
Net cash provided by operating and nonoperating activities		41,791
Cash flows from investing activities		
Purchase of property, plant, and equipment		(50,043)
Proceeds from sale of property, plant, and equipment		3,155
Purchases of investments		(107,216)
Proceeds from maturities and sales of investments		111,111
Cash received through acquisition		3,431
Net cash used by investing activities		(39,562)
Cash flows from financing activities		
Proceeds from line of credit		100,000
Payments on line of credit		(100,000)
Repayment of long-term debt		(27,351)
Proceeds from issuance of debt		17,066
Payment of debt issuance costs		(418)
Restricted contributions		8,519
Net cash used by financing activities		(2,184)
Increase in cash and cash equivalents		45
Cash and cash equivalents		
Beginning of year		50,882
End of year	$	50,927
Supplemental cash flow information		
Interest paid	$	22,220
Construction in progress included in accounts payable and accrued expenses		10,550
Equipment acquired through issuance of capital lease obligations		744
Donated securities		413

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

1. Organization and Reporting Entity

Dartmouth-Hitchcock Health (D-HH), is a New Hampshire (NH) nonprofit corporation exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code (IRC).

D-HH is operated for the following charitable, educational and scientific purposes:

- To establish, manage, govern, and fundraise for an integrated healthcare delivery system that best serves the purposes of preventing, diagnosing, treating and curing human illness within the New England region;
- To manage a healthcare system that provides health care services to the public in a cost-effective manner;
- To establish and maintain cooperative hospital and provider relationships throughout its system;
- To achieve excellence in clinical innovations, service, quality, cost and outcomes, supported by a strong academic program; and to integrate research, training, information technology and academic medicine in the provider organizations throughout its system.

D-HH serves as the sole corporate member of Mary Hitchcock Memorial Hospital (MHMH) and Dartmouth-Hitchcock Clinic (DHC), collectively referred to as Dartmouth-Hitchcock (D-H), which provide healthcare and related services in NH and Vermont (VT). MHMH and DHC are nonprofit corporations as described in Section 501(c)(3) of the IRC and are generally exempt from income taxes on related income pursuant to Section 501(a) of the IRC, except as otherwise noted. The historical operational integration of DHC and MHMH is supported by an affiliation agreement.

D-HH and Subsidiaries (the "Health System") is comprised of the following entities:

- D-H
    - MHMH, an acute and tertiary care teaching hospital located in Lebanon, NH.
    - DHC and Subsidiaries, a multispecialty physician practice group which operates clinics throughout NH and VT, provides, among other things, medical services to patients, medical education, and research. The accompanying consolidated financial statements include the accounts of DHC's wholly owned for profit subsidiary Pompanoosuc Investment Corporation, majority-owned Hamden Assurance Company Limited (HAC), and majority owned Hamden Assurance Risk Retention Group, Inc. (RRG) (Note 13).

      DHC has entered into various contractual arrangements with community hospitals located in Keene, Concord, Manchester, Nashua, NH and Bennington, VT in which DHC has existing community practice sites. These arrangements attempt to integrate and/or coordinate hospital and physician operations clinically and administratively within these communities (Note 2).
- The Hitchcock Foundation (THF), an organization established to provide financial aid to research and general health programs. DHC is the sole corporate member of THF.

- Dartmouth-Hitchcock Medical Center (DHMC) is organized under NH law for the exploration and coordination of matters of mutual interest to D-H, Geisel School of Medicine at Dartmouth (Geisel), a component of Dartmouth College, and the Veteran's Affairs Medical and Regional Office Center (VA) of White River Junction, VT.

- Effective October 1, 2013 D-HH became the sole corporate member of New London Hospital Association, Inc. (NLH) through an affiliation agreement. NLH is a not-for-profit organization providing inpatient, outpatient and extended care services to residents of Merrimack and Sullivan counties. Kearsarge Community Services, Inc. (KCS), a taxable corporation which owns and operates a medical office building, and New London Medical Center East, Inc. (NLMCE), a taxable corporation which operates a building, are wholly-owned subsidiaries of NLH. NLH elected to change their fiscal year end from September 30th to June 30th during fiscal year 2014. The Health System's 2014 consolidated financial statements reflect nine months of activity for NLH and its subsidiaries beginning October 1, 2013.

  In accordance with applicable accounting guidance on non-for-profit mergers and acquisitions, D-HH recorded contribution income of approximately $36,131,000 reflecting the fair value of the contributed net assets of NLH and its subsidiaries on the transaction date. Of this amount, $33,692,000 represents unrestricted net assets and is included as a nonoperating gain in the accompanying consolidated statement of operations. Restricted contribution income of $386,000 and $2,053,000 was recorded within temporarily and permanently restricted net assets, respectively, in the accompanying consolidated statement of changes in net assets. No consideration was exchanged for the net assets contributed and acquisition costs are expensed as incurred.

  The fair value of assets, liabilities, and net assets contributed by NLH and its subsidiaries at October 1, 2013 were as follows:

(in thousands)

Cash and cash equivalents	$	3,431
Patient accounts receivable, net		6,493
Prepaid expenses and other current assets		2,194
Assets limited as to use		12,932
Property, plant, and equipment, net		40,360
Other assets		5,907
Total assets acquired	$	71,317
Accounts payable and accrued expenses	$	4,560
Accrued compensation and related benefits		1,841
Estimated third-party settlements		6,806
Long-term debt		17,366
Interest rate swaps		3,096
Other liabilities		1,517
Total liabilities assumed		35,186
Unrestricted		33,692
Temporarily restricted		386
Permanently restricted		2,053
Total net assets		36,131
Total liabilities and net assets	$	71,317

A summary of the financial results of NLH and its subsidiaries included in the consolidated statement of operations and changes in net assets for the period from the date of acquisition, October 1, 2013 through June 30, 2014 is as follows:

(in thousands)

Total operating revenues	$	41,737
Total operating expenses		44,578
Operating loss		(2,841)
Nonoperating gains		1,431
Deficit of revenues over expenses		(1,410)
Net assets released from restriction used for capital purchases		15
Net assets transferred from affiliate		33,692
Increase in unrestricted net assets	$	32,297

A summary of the consolidated financial results of the Health System for the year ended June 30, 2014, as if the affiliation had occurred on July 1, 2013 is as follows (unaudited):

(in thousands)

Total operating revenues	$	1,411,744
Total operating expenses		1,383,675
Operating income		28,069
Nonoperating gains		86,388
Excess of revenues over expenses		114,457
Net assets released from restriction used for capital purchases		793
Change in funded status of pension and other post retirement benefits		14,769
Change in fair value on interest rate swaps		1,744
Increase in unrestricted net assets	$	131,763

2. Affiliated Entities

Affiliated entities include the following:

Northern New England Accountable Care Collaborative, LLC
D-HH has invested $2,000,000 in the Northern New England Accountable Care Collaborative, LLC (NNEACC) as a twenty percent owner. NNEACC was formed to improve the quality and delivery of health care by supporting research, education and the implementation of clinical effectiveness tools and standards of care, identifying unnecessary resource utilization in the delivery of care, and conducting related activities to support the charitable purposes of the member organizations.

OneCare Vermont, LLC
In 2012, D-HH and Fletcher Allen Health Care, Inc. (FAHC) formed OneCare (OCV) Vermont, a state-wide accountable care organization working with Medicare. OCV comprises an extensive network of providers, including all fourteen of Vermont's hospitals, D-H, hundreds of primary care

physicians and specialists, two federally qualified health centers, and several rural health clinics, to coordinate the health care of approximately 42,000 of Vermont's 118,000 Medicare beneficiaries.

Pioneer Accountable Care Organization (allwell)
D-HH is one of 22 health systems nationally to be selected to participate in the Pioneer Accountable Care Organization (ACO) payment model, a transformative new initiative sponsored by the Centers for Medicare and Medicaid Services (CMS) Innovation Center. Through the Pioneer ACO Model, D-HH has delegated operating function to D-H. D-H works with CMS to provide Medicare beneficiaries with higher quality care, while reducing growth in Medicare expenditures through enhanced care coordination. CMS uses robust quality measures and other criteria to reward ACOs like D-H for providing beneficiaries with a positive patient experience and better health outcomes, while also rewarding D-H for reducing growth in Medicare expenditures for the same patient population.

Everwell, Inc. (Everwell)
Effective January 1, 2014, Elliot Health Systems (EHS), a NH nonprofit organization and D-HH entered into a new affiliation in which each organization is a fifty percent member of a newly formed non-profit corporation, Everwell. The new affiliation was established to collaborate for the purpose of improving efficient and effective deployment of resources, improving the accessibility and diversity of services, improving cost effectiveness and efficiencies in the delivery of specified health care services, and increasing the value and improving the quality of health care provided.

New England Alliance for Health (NEAH)
NEAH is a NH limited liability company, which is owned and managed by MHMH. NEAH provides, on a contract basis, a range of consulting, group purchasing and other services to its members throughout NH and VT.

Other Regional Relationships – D-H

- D-H's Keene community practice and the Cheshire Medical Center, Keene's community hospital, operate collectively under a Partnership Agreement effective October 1, 1998. This agreement substantially integrates many hospital and physician operations clinically, administratively, and financially while maintaining the independent legal structure of each organization. Pursuant to this agreement, DHC recorded approximately $6,804,000 of other operating revenue in the year ended June 30, 2014. A NH non-profit Joint Coordinating Company and Coordinating Board, consisting of 19 board members, has been delegated certain responsibilities to develop and recommend strategic plans, budgets, and community health initiatives. The purpose of the partnership is to improve the planning, delivery, and integration of healthcare services to benefit the greater Keene community.

- D-H and subsidiaries of Concord Hospital (CRHC),Catholic Medical Center (Alliance Health Services), an affiliate of St. Joseph's Hospital (D-H Family Medicine Nashua, Inc.), and Southwestern Vermont Medical Center (SVMC) entered into Professional Services Agreements (PSAs), pursuant to which these facilities purchase, with certain limited exceptions, the services of all personnel employed by D-H at its Concord, NH Division, two Bedford, NH locations, its Nashua, NH satellite locations, and at SVMC located in Bennington, VT to provide healthcare services to the related communities. The payment amount for the professional services of D-H's personnel are based on fair market value considerations and are not directly or indirectly related to the volume or value of referrals or admissions, in accordance with governing law. Through the PSAs, D-H and the parties identified above provide coordination of patient care in the community and facilitate the recruitment of new and needed physicians without unnecessary duplication of services, and serve as a platform for future discussions between the parties to

explore additional collaborative programs. Revenue pursuant to these PSAs and certain facility and equipment leases and other professional service contracts have been classified as contracted revenue in the accompanying consolidated statement of operations and changes in net assets. The PSA with D-H Family Medicine Nashua, Inc. ended June 30, 2014 and was not renewed.

3. Summary of Significant Accounting Policies

Basis of Presentation

The consolidated financial statements are prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America, and have been prepared consistent with the Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 954 *Healthcare Entities* (ASC 954), which addresses the accounting for healthcare entities. In accordance with the provisions of ASC 954, net assets and revenue, expenses, gains, and losses are classified based on the existence or absence of donor-imposed restrictions. Accordingly, unrestricted net assets are amounts not subject to donor-imposed stipulations and are available for operations. Temporarily restricted net assets are those whose use has been limited by donors to a specific time period or purpose. Permanently restricted net assets have been restricted by donors to be maintained in perpetuity. All significant intercompany transactions have been eliminated upon consolidation.

Use of Estimates

The preparation of the consolidated financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. The most significant areas that are affected by the use of estimates include the allowance for estimated uncollectible accounts and contractual allowances, valuation of certain investments, estimated third-party settlements, insurance reserves, and pension obligations. Actual results could differ from those estimates.

Excess of Revenue Over Expenses

The consolidated statement of operations and changes in net assets include excess of revenue over expenses. Operating revenues consist of those items attributable to the care of patients, including contributions and investment income on unrestricted investments, which are utilized to provide charity and other operational support. Peripheral activities, including unrestricted contribution income from acquisition, realized gains/losses on sales of investment securities and changes in unrealized gains/losses in investments are reported as nonoperating gains (losses).

Changes in unrestricted net assets which are excluded from excess of revenue over expenses, consistent with industry practice, include contributions of long-lived assets (including assets acquired using contributions which by donor restriction were to be used for the purpose of acquiring such assets), change in funded status of pension and other postretirement benefit plans, and the effective portion of the change in fair value of interest rate swaps.

Charity Care and Provision for Bad Debts

D-H and NLH provide care to patients who meet certain criteria under their financial assistance policies without charge or at amounts less than their established rates. Because D-H and NLH do not anticipate collection of amounts determined to qualify as charity care, they are not reported as revenue.

The Health System grants credit without collateral to patients. Most are local residents and are insured under third-party arrangements. Additions to the allowance for uncollectible accounts are made by means of the provision for bad debts. Accounts written off as uncollectible are deducted from the allowance and subsequent recoveries are added. The amount of the provision for bad debts is based upon management's assessment of historical and expected net collections, business and economic conditions, trends in federal and state governmental healthcare coverage, and other collection indicators (Notes 4 and 5).

Net Patient Service Revenue
Net patient service revenue is reported at the estimated net realizable amounts from patients, third party payors, and others for services rendered, including estimated retroactive adjustments under reimbursement agreements with third-party payors and bad debt. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and adjusted in future periods as estimates change or final settlements are determined (Note 5).

Cash Equivalents
Cash equivalents include investments in highly liquid investments with maturities of three months or less when purchased, excluding amounts where use is limited by internal designation or other arrangements under trust agreements or by donors.

Investments and Investment Income
Investments in equity securities with readily determinable fair values, mutual funds and pooled/comingled funds, and all investments in debt securities are considered to be trading securities reported at fair value with changes in fair value included in the excess of revenues over expenses. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date (Note 8).

Investments in pooled/commingled investment funds that represent investments where the Health System owns shares or units of pooled funds rather than the underlying securities in that fund are valued using the equity method of accounting with changes in value recorded in excess of revenues over expenses. All investments, whether held at fair value or under the equity method of accounting, are reported at what the Health System believes to be the amount they would expect to receive if it liquidated its investments at the balance sheet date on a non-distressed basis.

D-H and THF, are partners in a NH general partnership established for the purpose of operating a master investment program of pooled investment accounts. MHMH has been designated to serve as the managing general partner and, in such capacity, has the authority to bind the partners and the partnership under the agreement. Substantially all of D-H's board-designated and restricted assets, and certain of THF's board-designated assets and restricted assets, were invested in these pooled funds by purchasing units based on the market value of the pooled funds at the end of the month prior to receipt of any new additions to the funds. Interest, dividends, and realized and unrealized gains and losses earned on pooled funds are allocated monthly based on the weighted average units outstanding at the prior month-end.

Investment income or losses (including change in unrealized and realized gains and losses on unrestricted investments, change in fair value of equity method investments, interest, and dividends) are included in excess of revenue over expenses classified as nonoperating gains and losses, unless the income or loss is restricted by donor or law (Note 10).

Fair Value Measurement of Financial Instruments
The Health System estimates fair value based on a valuation framework that uses a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements). The three levels of fair value hierarchy, as defined by ASC 820, *Fair Value Measurements and Disclosures*, are described below:

Level 1 Unadjusted quoted prices in active markets that are accessible at the measurement date for assets or liabilities.

Level 2 Prices other than quoted prices in active markets that are either directly or indirectly observable as of the date of measurement.

Level 3 Prices or valuation techniques that are both significant to the fair value measurement and unobservable.

The Health System applies the accounting provisions of Accounting Standards Update (ASU) 2009-12, *Investments in Certain Entities That Calculate Net Asset Value per Share (or its Equivalent)* (ASU 2009-12). ASU 2009-12 allows for the estimation of fair value of investments for which the investment does not have a readily determinable fair value, to use net asset value (NAV) per share or its equivalent as a practical expedient, subject to the Health System's ability to redeem its investment.

The carrying amount of patient accounts receivable, prepaid and other current assets, accounts payable, and accrued expenses approximates fair value due to the short maturity of these instruments.

Property, Plant, and Equipment
Property, plant, and equipment, and other real estate are stated at cost at the time of purchase or fair market value at the time of donation, less accumulated depreciation. The Health System's policy is to capitalize expenditures for major improvements and to charge expense for maintenance and repair expenditures which do not extend the lives of the related assets. The provision for depreciation has been determined using the straight-line method at rates which are intended to amortize the cost of assets over their estimated useful lives which range from 10 to 40 years for buildings and improvements, 2 to 20 years for equipment, and the shorter of the lease term, or 5 to 12 years, for leasehold improvements. Certain software development costs are amortized using the straight-line method over a period of up to ten years. Net interest cost incurred on borrowed funds during the period of construction of capital assets is capitalized as a component of the cost of acquiring those assets.

The fair value of a liability for legal obligations associated with asset retirements is recognized in the period in which it is incurred, if a reasonable estimate of the fair value of the obligation can be made. When a liability is initially recorded, the cost of the asset retirement obligation is capitalized by increasing the carrying amount of the related long-lived asset. Over time, the liability is accreted to its present value each period and the capitalized cost associated with the retirement is depreciated over the useful life of the related asset. Upon settlement of the obligation, any difference between the actual cost to settle the asset retirement obligation and the liability recorded is recognized as a gain or loss in the consolidated statement of operations and changes in net assets.

Gifts of capital assets such as land, buildings, or equipment are reported as unrestricted support, and excluded from excess of revenue over expenses, unless explicit donor stipulations specify how the donated assets must be used. Gifts of capital assets with explicit restrictions that specify how the assets are to be used and gifts of cash or other assets that must be used to acquire capital assets are reported as restricted support. Absent explicit donor stipulations about how long those capital assets must be maintained, expirations of donor restrictions are reported when the donated or acquired capital assets are placed in service.

Bond Issuance Costs
Bond issuance costs, classified on the consolidated balance sheet as other assets, are amortized over the term of the related bonds. Amortization is recorded within depreciation and amortization in the consolidated statement of operations and changes in net assets using the straight-line method which approximates the effective interest method.

Trade Name
In connection with the affiliation of NLH, the Health System recorded an intangible asset of $2,200,000 associated with the trade name of NLH. The intangible asset is recorded within other assets on the consolidated statement of financial position. The Health System considers this to be an indefinite-lived asset, assesses the trade name at least annually for impairment or more frequently if certain events or circumstances warrant and recognizes an impairment charge for the amount by which the carrying amount of the trade name exceeds its fair value. There was no impairment charge recorded for the year ended June 30, 2014.

Derivative Instruments and Hedging Activities
The Health System applies the provisions of ASC 815, *Derivatives and Hedging*, to its derivative instruments, which requires that all derivative instruments be recorded at their respective fair value in the consolidated balance sheet.

On the date a derivative contract is entered into, the Health System designates the derivative as a cash-flow hedge of a forecasted transaction or the variability of cash flows to be received or paid related to a recognized asset or liability. For all hedge relationships, the Health System formally documents the hedging relationship and its risk-management objective and strategy for undertaking the hedge, the hedging instrument, the nature of the risk being hedged, how the hedging instrument's effectiveness in offsetting the hedged risk will be assessed, and a description of the method of measuring ineffectiveness. This process includes linking cash-flow hedges to specific assets and liabilities on the consolidated balance sheet or to specific firm commitments or forecasted transactions. The Health System also formally assesses, both at the hedge's inception and on an ongoing basis, whether the derivatives that are used in hedging transactions are highly effective in offsetting changes in variability of cash flows of hedged items. Changes in the fair value of a derivative that is highly effective and that is designated and qualifies as a cash-flow hedge are recorded in unrestricted net assets until earnings are affected by the variability in cash flows of the designated hedged item. The ineffective portion of the change in fair value of a cash-flow hedge is reported in excess of revenue over expenses in the consolidated statement of operation and changes in net assets.

The Health System discontinues hedge accounting prospectively when it is determined: (a) the derivative is no longer effective in offsetting changes in the cash flows of the hedged item; (b) the derivative expires or is sold, terminated, or exercised; (c) the derivative is undesignated as a hedging instrument because it is unlikely that a forecasted transaction will occur; (d) a hedged firm commitment no longer meets the definition of a firm commitment; and (e) management determines that designation of the derivative as a hedging instrument is no longer appropriate.

In all situations in which hedge accounting is discontinued, the Health System continues to carry the derivative at its fair value on the consolidated balance sheet and recognizes any subsequent changes in its fair value in excess of revenue over expenses.

NLH does not apply hedge accounting to its interest rate swap and annual changes in the fair value of its swap is recorded within excess of revenues over expenses.

Gifts and Bequests
Unrestricted gifts and bequests are recorded net of related expenses as nonoperating gains. Conditional promises to give and indications of intentions to give to the Health System are reported at fair market value at the date the gift is received. Gifts are reported as either temporarily or permanently restricted if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified as unrestricted net assets and reported in the consolidated statement of operations and changes in net assets as net assets released from restrictions.

4. Charity Care and Community Benefits

The mission of D-H is to advance health through research, education, clinical practice and community partnerships, providing each person the best care, in the right place, at the right time, every time.

Consistent with this mission, D-H provides high quality, cost effective, comprehensive, and integrated healthcare to individuals, families, and the communities it serves regardless of a patient's ability to pay. D-H actively supports community-based healthcare and promotes the coordination of services among healthcare providers and social services organizations. In addition, D-H also seeks to work collaboratively with other area healthcare providers to improve the health status of the region. As a component of an integrated academic medical center, D-H provides significant support for academic and research programs.

The mission of NLH is to provide safe quality care for every patient, every time in partnership with patients, families, and healthcare providers.

NLH provides acute and primary health care from emergency services to family medical practice to neurosurgical care and essential wellness and prevention services for the 34,000 residents in their service area, a significant proportion of whom are uninsured and/or dependent on Medicaid/Medicare benefits. This population includes a large elderly population and a significant number of rural, low-income families. D-H and NLH file separate annual Community Benefits Reports with the State of NH which outline the community and charitable benefits they provide. The broad categories used in the Community Benefit Reports to summarize these benefits are as follows:

- *Community health services* include activities carried out to improve community health and could include community health education (such as lectures, programs, support groups, and materials that promote wellness and prevent illness), community-based clinical services (such as free clinics and health screenings), and healthcare support services (enrollment assistance in public programs, assistance in obtaining free or reduced costs medications, telephone information services, or transportation programs to enhance access to care, etc.).

- *Health Professional education*, including both financial and nonfinancial support in the form of undergraduate training, internships (clinical and nonclinical), residency education programs, scholarships, and continuing heath professional education.

- *Subsidized health services* are services provided even though there is a financial loss because they meet the needs of the community and would not otherwise be available unless the responsibility was assumed by the government.

- *Research support and other grants* representing costs in excess of awards for numerous health research and service initiatives awarded to the organizations.

- *Community health-related initiatives* outside of the organization(s) through various financial contributions of cash, in-kind, and grants to local organizations.

- *Community-building activities* include cash, in-kind donations, and budgeted expenditures for the development of programs and partnerships intended to address social and economic determinants of health. Examples include physical improvements and housing, economic development, support system enhancements, environmental improvements, leadership development and training for community members, community health improvement advocacy, and workforce enhancement. Community benefit operations includes costs associated with staff dedicated to administering benefit programs, community health needs assessment costs, and other costs associated with community benefit planning and operations.

- *Charity care (financial assistance)* represents services provided to patients who cannot afford healthcare services due to inadequate financial resources which result from being uninsured or underinsured. For the year ended June 30, 2014, D-H and NLH provided financial assistance to patients in the amount of approximately $56,372,000 as measured by gross charges. The estimated cost of providing this care for the year ended June 30, 2014 was approximately $22,477,000. The estimated costs of providing charity care services are determined using a ratio of costs to charges to the gross uncompensated charges associated with providing care to charity patients. The ratio of costs to charges is calculated using total expenses, less bad debt, divided by gross revenue.

- *Government-sponsored healthcare services*, provided to Medicaid and Medicare patients at reimbursement levels that are significantly below the cost of the care provided.

- The *uncompensated cost of care for Medicaid* patients reported in the unaudited Community Benefits Reports for 2013 was approximately $119,356,953. The 2014 Community Benefits Reports are expected to be filed in February 2015.

The following table summarizes the value of the community benefit initiatives outlined in D-H and NLH's most recently filed Community Benefit Reports for the year ended June 30, 2013:

(Unaudited, in thousands of dollars)

Community health services	$	4,005
Health professional education		31,743
Subsidized health services		12,524
Research		5,930
Financial contributions		8,028
Community building activities		871
Community benefit operations		62
Charity care		20,482
Government-sponsored health care services		181,174
Total community benefit value	$	264,819

The Health System also provides a significant amount of uncompensated care to its patients that are reported as provision for bad debts, which is not included in the amounts reported above. During the year ended June 30, 2014, the Health System reported a provision for bad debts of approximately $47,606,000. The Health System also routinely provides services to Medicare patients at reimbursement levels that are below the costs of the care provided.

5. Patient Service Revenue and Accounts Receivable

Patient service revenue is reported net of contractual allowances and the provision for bad debt as follows for the year ended June 30, 2014:

(in thousands of dollars)

Gross patient service revenue	$	3,246,221
Less: Contractual allowances		1,968,767
Less: Provision for bad debt		47,606
Net patient service revenue	$	1,229,848

Accounts receivable are reduced by an allowance for doubtful accounts. In evaluating the collectability of accounts receivable, the Health System analyzes past collection history and identifies trends for several categories of self-pay accounts (uninsured, residual balances, pre-collection accounts and charity) to estimate the appropriate allowance percentages in establishing the allowance for bad debts. Management performs collection rate look-back analyses on a quarterly basis to evaluate the sufficiency of the allowance for doubtful accounts. Throughout the year, after all reasonable collection efforts have been exhausted, the difference between the standard rates and the amounts actually collected, including contractual adjustments and uninsured discounts, will be written off against the allowance for doubtful accounts. In addition to the review of the categories of revenue, management monitors the write offs against established allowances as of a point in time to determine the appropriateness of the underlying assumptions used in estimating the allowance for doubtful accounts.

Accounts receivable, prior to adjustment for doubtful accounts, are summarized as follows at June 30, 2014:

(in thousands of dollars)

Receivables	
Patients	$ 169,766
Third-party payors	137,371
Nonpatient	1,873
	$ 309,010

The allowance for doubtful accounts of $124,404,000 as of June 30, 2014 is established to reserve for uncollectible amounts due primarily from patients.

The following table categorizes payors into five groups and their respective percentages of gross patient service revenue for the year ended June 30, 2014:

Medicare	39 %
Anthem/Blue Cross	20
Commercial insurance	21
Medicaid	13
Self-pay/Other	7
	100 %

D-H and NLH have agreements with third-party payors that provide for payments at amounts different from their established rates. A summary of the acute care payment arrangements in effect during the year ended June 30, 2014 with major third-party payors follows:

Medicare:
D-H inpatient acute care services provided to Medicare program beneficiaries are paid at prospectively determined rates-per-discharge. These rates vary according to a patient classification system that is based on diagnostic, clinical and other factors. In addition, inpatient capital costs (depreciation and interest) are reimbursed by Medicare on the basis of a prospectively determined rate per discharge. Medicare outpatient services are paid on a prospective payment system. Under the system, outpatient services are reimbursed based on a pre-determined amount for each outpatient procedure, subject to various mandated modifications. D-H is reimbursed during the year for services to Medicare beneficiaries based on varying interim payment methodologies. Final settlement is determined after the submission of an annual cost report and subsequent audit of this report by the Medicare fiscal intermediary.

As a Critical Access Hospital (CAH), NLH is reimbursed by Medicare at 101% of reasonable costs for its inpatient acute, swing bed, and outpatient services, excluding ambulance services and inpatient hospice care. NLH is reimbursed at an interim rate for cost based services with a final settlement determined by the Medicare Cost Report filing. The nursing home is not impacted by CAH designation. Medicare reimburses nursing home care based on an acuity driven prospective payment system with no retrospective settlement.

Medicaid:
D-H payment for inpatient services rendered to NH Medicaid beneficiaries are based on a prospective payment system, while outpatient services are reimbursed on a retrospective cost basis

or fee schedules. NH Medicaid Outpatient Direct Medical Education costs are reimbursed, as a pass-through, based on the filing of the Medicare cost report. Payment for inpatient and outpatient services rendered to VT Medicaid beneficiaries are based on prospective payment systems.

NLH inpatient services are reimbursed at prospectively determined per diem rates which are not subject to retroactive adjustment. Outpatient services are reimbursed under a cost based reimbursement methodology. NLH receives an interim payment with final settlement determined after the filing and audit of the annual cost report. The skilled nursing facility is reimbursed on a prospectively determined per diem rate.

During the year ended June 30, 2014, the Health System recorded State of NH Medicaid Enhancement Tax (MET) expense of $34,488,000. The tax is calculated at 5.5% of certain gross patient revenues in accordance with instructions received from the State of NH. The MET expense is included in operating expenses in the consolidated statement of operations and changes in net assets.

On June 30, 2014, the NH Governor signed into law a bi-partisan legislation reflecting an agreement between the State of NH and 25 NH hospitals on the Medicaid Enhancement Tax "SB 369". As part of the agreement the parties have agreed to resolve all pending litigation related to MET and Medicaid Rates, including the Catholic Medical Center Litigation, the Northeast Rehabilitation Litigation, 2014 DRA Refund Requests, the State Rate Litigation. As part of the Medicaid Enhancement Tax Agreement Effective July 1, 2014, a "Trust / Lock Box" dedicated fund mechanism will be established for receipt and distribution of all MET proceeds with all monies used exclusively to support Medicaid services. During the year ended June 30, 2014, the Health System received disproportionate share hospital (DSH) payments of $12,631,782.

The Health Information Technology for Economic and Clinical Health (HITECH) Act included in the American Recovery and Reinvestment Act (ARRA) provides incentives for the adoption and use of health information technology by Medicare and Medicaid providers and eligible professionals over the next several years with an anticipated end date of December 31, 2016, depending on the program. CMS has published a final rule to define Stage 1 meaningful use of certified Electronic Health Record (EHR) technology and establish criteria for the incentive program. MHMH and DHC are currently in the CMS defined measurement period for Year 3 meaningful use which will also be measured using the same Stage 1 criteria. On September 4, 2012, CMS published a final rule to define Stage 2 meaningful use criteria with an implementation date of October 1, 2013 for the hospital and January 1, 2014 for the physicians. D-H has recognized $6,833,075 in meaningful use incentives for both the Medicare and Vermont Medicaid programs during the year ended June 30, 2014. NLH recorded no meaningful use revenue from the Medicare EHR programs for the nine month period ending June 30, 2014.

Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. Compliance with laws and regulations can be subject to future government review and interpretation as well as significant regulatory action; failure to comply with such laws and regulations can result in fines, penalties and exclusion from the Medicare and Medicaid programs.

Other:
For services provided to patients with commercial insurance the Health System receives payment for inpatient services at prospectively determined rates-per-discharge, prospectively determined per diem rates or a percentage of established charges. Outpatient services are reimbursed on a fee schedule or at a discount from established charges.

Nonacute and physician services are paid at various rates under different arrangements with governmental payors, commercial insurance carriers and health maintenance organizations. The basis for payments under these arrangements includes prospectively determined per visit rates, discounts from established charges, fee schedules, and reasonable cost subject to limitations.

The Health System has provided for their estimated final settlements with all payors based upon applicable contracts and reimbursement legislation and timing in effect for all open years (2007 - 2014). The differences between the amounts provided and the actual final settlement, if any, is recorded as an adjustment to net patient service revenue as amounts become known or as years are no longer subject to audits, reviews and investigations. During 2014, changes in estimates related to D-H settlements with third-party payors resulted in increases in net patient service revenue of approximately $4,076,601 in the consolidated statement of operations and changes in net assets.

6. Investments

The composition of investments at June 30, 2014 is set forth in the following table

(in thousands of dollars)

Assets limited as to use	
Internally designated by board	
Cash and short-term investments	$ 7,463
U.S. government securities	36,930
Domestic corporate debt securities	83,224
Global debt securities	126,451
Domestic equities	111,970
International equities	54,778
Emerging markets equities	40,344
Private equity funds	25,146
Hedge funds	50,370
	536,676
Investments held by captive insurance companies (Note 13)	
U.S. government securities	45,897
Domestic corporate debt securities	22,005
Global debt securities	3,770
Domestic equities	7,286
International equities	13,058
	92,016
Held by trustee under indenture agreement (Note 11)	
Cash and short-term investments	493
Total assets limited as to use	$ 629,185

(in thousands of dollars)

Other investments for restricted activities	
Cash and short-term investments	$ 4,215
U.S. government securities	13,872
Domestic corporate debt securities	26,689
Global debt securities	19,034
Domestic equities	15,901
International equities	7,461
Emerging markets equities	5,162
Private equity funds	3,101
Hedge funds	6,212
Other	28
Total other investments for restricted activities	$ 101,675

Investments are accounted for using either the fair value method or equity method of accounting, as appropriate on a case by case basis. The fair value method is used when debt securities or equity securities that are traded on active markets and are valued at prices that are readily available in those markets. The equity method is used when investments are made in pooled/commingled investment funds that represent investments where shares or units are owned of pooled funds rather than the underlying securities in that fund. These pooled/commingled funds make underlying investments in securities from the asset classes listed above. All investments, whether the fair value or equity method of accounting is used, are reported at what the Health System believes to be the amount that the Health System would expect to receive if it liquidated its investments at the balance sheet date on a non-distressed basis.

The following tables summarize the investments by the accounting method utilized, as of June 30, 2014. Accounting standards require disclosure of additional information for those securities accounted for using the fair value method, as shown in Note 8.

	2014		
(in thousands of dollars)	**Fair Value**	**Equity**	**Total**
Cash and short-term investments	$ 12,171	$ -	$ 12,171
U.S. government securities	96,699	-	$ 96,699
Domestic corporate debt securities	101,467	30,451	$ 131,918
Global debt securities	67,544	81,711	$ 149,255
Domestic equities	123,620	11,537	$ 135,157
International equities	13,763	61,534	$ 75,297
Emerging markets equities	185	45,321	$ 45,506
Private equity funds	-	28,247	$ 28,247
Hedge funds	-	56,582	$ 56,582
Other	28	-	$ 28
	$ 415,477	$ 315,383	$ 730,860

Investment income (losses) is comprised of the following for the year ended June 30, 2014:

(in thousands of dollars)

Unrestricted		
Interest and dividend income, and other	$	5,241
Net realized gains on sales of securities		15,464
Change in net unrealized gains on investments		38,685
Interest expense (Note 11)		(3,669)
		55,721
Temporarily restricted		
Interest and dividend income, net		294
Net realized gains on sales of securities		877
Change in net unrealized gains on investments		2,998
		4,169
	$	59,890

For the year ended June 30, 2014 unrestricted investment income (losses) is reflected in the accompanying consolidated statement of operations and changes in net assets as operating revenue of approximately $2,586,000 and as non-operating gains (losses) of approximately $53,135,000.

Private equity limited partnership shares are not eligible for redemption from the fund or general partner, but can be sold to third party buyers in private transactions that typically can be completed in approximately 90 days. It is the intent of the Health System to hold these investments until the fund has fully distributed all proceeds to the limited partners and the term of the partnership agreements expire. Under the terms of these agreements, the Health System has committed to contribute a specified level of capital over a defined period of time. Through June 30, 2014, the Health System has committed to contribute approximately $101,285,000 to such funds, of which the Health System has contributed approximately $67,206,000 and has outstanding commitments of $34,079,000.

7. Property, Plant, and Equipment

Property, plant, and equipment are summarized as follows at June 30, 2014:

(in thousands of dollars)

Land	$	25,839
Land improvements		30,450
Buildings and improvements		619,243
Equipment		507,077
Equipment under capital leases		16,128
		1,198,737
Less: Accumulated depreciation and amortization		729,757
Total depreciable assets, net		468,980
Construction in progress		15,773
	$	484,753

As of June 30, 2014 construction in progress primarily consists of the construction of the Williamson Research building in Lebanon, NH. The estimated cost to complete this project is $13,250,000 at June 30, 2014.

Depreciation and amortization expense included in operating and non-operating activities was approximately $58,073,000 for 2014.

8. Fair Value Measurements

The following is a description of the valuation methodologies for assets and liabilities measured at fair value on a recurring basis:

Cash and short-term investments: Consists of money market funds and are valued at NAV reported by the financial institution.

Domestic, emerging markets and international equities: Consists of actively traded equity securities and mutual funds which are valued at the closing price reported on an active market on which the individual securities are traded (Level 1 measurements).

U.S. government securities, domestic corporate and global debt securities: Consists of U.S. government securities, domestic corporate and global debt securities, mutual funds and pooled/commingled funds that invest in U.S. government securities, domestic corporate and global debt securities. Securities are valued based on quoted market prices or dealer quotes where available (Level 1 measurement). If quoted market prices are not available, fair values are based on quoted market prices of comparable instruments or, if necessary, matrix pricing from a third party pricing vendor to determine fair value (Level 2 measurements). Matrix prices are based on quoted prices for securities with similar coupons, ratings and maturities, rather than on specific bids and offers for a designated security. Investments in mutual funds are measured based on the quoted NAV as of the close of business in the respective active market (Level 1 measurements).

Interest rate swaps: The fair value of interest rate swaps, are determined using the present value of the fixed and floating legs of the swaps. Each series of cash flows are discounted by observable market interest rate curves and credit risk.

The preceding methods may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, although management believes its valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

Investments are classified in their entirety based on the lowest level of input that is significant to the fair value measurement. The following tables set forth the consolidated financial assets and liabilities that were accounted for at fair value on a recurring basis as of June 30, 2014:

(in thousands of dollars)	Level 1	Level 2	Level 3	Total	Redemption or Liquidation	Days' Notice
Assets:						
Investments						
Cash and short term investments	$ 11,144	$ 1,027	-	$ 12,171	Daily	1
U.S. government securities	96,699	-	-	96,699	Daily	1
Domestic corporate debt securities	33,201	68,266	-	101,467	Daily–Monthly	1–15
Global debt securities	57,911	9,633	-	67,544	Daily–Monthly	1–15
Domestic equities	123,620	-	-	123,620	Daily–Monthly	1–10
International equities	13,763	-	-	13,763	Daily–Monthly	1–11
Emerging market equities	185	-	-	185	Daily–Monthly	1–7
Other	-	28	-	28	Not applicable	Not applicable
Total investments	336,523	78,954	-	415,477		
Deferred compensation plan assets						
Cash and short-term investments	2,753	26	-	2,779		
U.S. government securities	80	-	-	80		
Domestic corporate debt securities	4,798	-	-	4,798		
Global debt securities	835	-	-	835		
Domestic equities	19,318	-	-	19,318		
International equities	8,735	-	-	8,735		
Emerging market equities	2,198	-	-	2,198		
Real Estate	1,665	-	-	1,665		
Multi Strategy Fund	6,079	-	-	6,079		
Guaranteed Contract	-	-	75	75		
Total deferred compensation plan assets	46,461	26	75	46,562	Not applicable	Not applicable
Beneficial interest in perpetual trust	-	-	1,909	1,909	Not applicable	Not applicable
Contribution receivable from charitable Remainder trust	-	-	2,118	2,118	Not applicable	Not applicable
Total assets	$382,984	$78,980	$4,102	$466,066		
Liabilities:						
Interest rate swaps	$ -	$24,413	$ -	$ 24,413	Not applicable	Not applicable
Total liabilities	$ -	$24,413	$ -	$ 24,413		

The following table is a rollforward of the statement of financial instruments classified by the Health System within Level 3 of the fair value hierarchy defined above.

(in thousands of dollars)	Beneficial interest in perpetual trust	Contribution receivable from charitable remainder trust	Guaranteed Contract	Total
Balance at beginning of year	$ 1,823	$ -	$ 72	$ 1,895
Purchases:	-	2,118	-	2,118
Net unrealized gains/ (losses)	86	-	3	89
Balance at end of year	$ 1,909	$ 2,118	$ 75	$ 4,102

There were no transfers into and out of Level 1 and Level 2 measurements due to changes in valuation methodologies during the year ended June 30, 2014.

9. Temporarily and Permanently Restricted Net Assets

Temporarily restricted net assets are available for the following purposes at June 30, 2014:

(in thousands of dollars)

Healthcare services	$ 28,210
Research	22,699
Purchase of equipment	2,681
Charity care	1,511
Health education	7,688
Other	1,875
	$ 64,664

Permanently restricted net assets consist of the following at June 30, 2014:

(in thousands of dollars)

Healthcare services	$ 16,016
Research	7,634
Purchase of equipment	4,675
Charity care	2,820
Health education	5,124
	$ 36,269

Income earned on permanently restricted net assets is available for these purposes.

10. Board Designated and Endowment Funds

Net assets include approximately 50 individual funds established for a variety of purposes including both donor-restricted endowment funds and funds designated by the Board of Trustees to function as endowments. Net assets associated with endowment funds, including funds designated by the Board of Trustees to function as endowments, are classified and reported based on the existence or absence of donor-imposed restrictions.

The Board of Trustees has interpreted the NH Uniform Prudent Management of Institutional Funds Act (UPMIFA or Act) for donor-restricted endowment funds as requiring the preservation of the original value of gifts, as of the gift date, to donor-restricted endowment funds, absent explicit donor stipulations to the contrary. The Health System classifies as permanently restricted net assets (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent gifts to the permanent endowment, and (c) accumulations to the permanent endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund, if any. Collectively these amounts are referred to as the historic dollar value of the fund.

Unrestricted net assets include funds designated by the Board of Trustees to function as endowments and the income from certain donor-restricted endowment funds, and any accumulated investment return thereon, which pursuant to donor intent may be expended based on trustee or management designation. Temporarily restricted net assets include funds appropriated for expenditure pursuant to endowment and investment spending policies, certain expendable endowment gifts from donors, and any retained income and appreciation on donor-restricted endowment funds, which are restricted by the donor to a specific purpose or by law. When the temporary restrictions on these funds have been met, the funds are reclassified to unrestricted net assets.

In accordance with the Act, The Health System considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds: the duration and preservation of the fund; the purposes of the donor-restricted endowment fund; general economic conditions; the possible effect of inflation and deflation; the expected total return from income and the appreciation of investments; other resources available; and investment policies.

The Health System has endowment investment and spending policies that attempt to provide a predictable stream of funding for programs supported by its endowment while ensuring that the purchasing power does not decline over time. The Health System targets a diversified asset allocation that places emphasis on investments in domestic and international equities, fixed income, private equity, and hedge fund strategies to achieve its long-term return objectives within prudent risk constraints. The Health System's Investment Committee reviews the policy portfolio asset allocations, exposures, and risk profile on an ongoing basis.

The Health System, as a policy, may appropriate for expenditure or accumulate so much of an endowment fund as the institution determines is prudent for the uses, benefits, purposes, and duration for which the endowment is established, subject to donor intent expressed in the gift instrument and the standard of prudence prescribed by the Act.

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below their original contributed value. Such market losses were not material as of June 30, 2014.

Endowment net asset composition by type of fund consists of the following at June 30, 2014:

	2014			
(in thousands of dollars)	**Unrestricted**	**Temporarily Restricted**	**Permanently Restricted**	**Total**
Donor-restricted endowment funds	$ -	$ 13,738	$ 36,269	$ 50,007
Board-designated endowment funds	19,834	-	-	19,834
Total endowed net assets	$ 19,834	$ 13,738	$ 36,269	$ 69,841

Changes in endowment net assets for the year ended June 30, 2014:

	2014			
(in thousands of dollars)	**Unrestricted**	**Temporarily Restricted**	**Permanently Restricted**	**Total**
Balances at beginning of year	$ 19,304	$ 11,672	$ 31,255	$ 62,231
Net investment return	341	3,457	-	3,798
Contributions	-	42	2,718	2,760
Transfers	450	(280)	243	413
Release of appropriated funds	(261)	(1,539)	-	(1,800)
Net asset transfer from affiliate	-	386	2,053	2,439
Balances at end of year	$ 19,834	$ 13,738	$ 36,269	$ 69,841

11. Indebtedness

Long-Term Debt

A summary of long-term debt at June 30, 2014 follows:

(in thousands of dollars)

Variable rate issues		
New Hampshire Health and Education Facilities Authority Revenue Bonds		
Series 2013, principal maturing in varying annual amounts, through August 2043 (1)	$	17,923
Series 2011, principal maturing in varying annual amounts, through August 2031 (4)		93,395
Fixed rate issues		
New Hampshire Health and Education Facilities Authority Revenue Bonds		
Series 2012A, principal maturing in varying annual amounts, through August 2031 (2)		74,695
Series 2012B, principal maturing in varying annual amounts, through August 2031 (2)		40,990
Series 2010, principal maturing in varying annual amounts, through August 2040 (5)		75,000
Series 2009, principal maturing in varying annual amounts, through August 2038 (6)		115,225
Other		
Series 2012, principal maturing in varying annual amounts, through July 2019 (3)		146,000
Obligations under capital leases		2,086
Note payable to a financial institution payable in interest free monthly installments of $4,211, through September 2015; collateralized by associated equipment		56
		565,370
Less		
Original issue discount, net		1,386
Current portion		13,281
	$	550,703

Aggregate annual principal payments required under revenue bond agreements and capital lease obligations for the next five years and thereafter ending June 30 are as follows:

(in thousands of dollars)

2015	$	13,281
2016		15,671
2017		16,014
2018		16,497
2019		16,830
Thereafter		487,077
	$	565,370

Outstanding revenue bonds as of June 30, 2014 include:

NLH Bonds:

(1) Series 2013 Revenue Bonds

In October 2013, NLH refunded its Series 2007 Revenue Bonds through the issuance of New Hampshire Health and Education Facilities Authority (NHHEFA) Series 2013 Revenue Bonds of $15,520,000. Additional borrowings were obtained (up to $9,480,000 Revenue Bonds, Series 2013B) for the construction of a new health center building in Newport, NH. The bonds mature in variable amounts through 2043, the maturity date of the bonds, but are subject to mandatory tender in ten years. Interest is payable monthly and is equal to the sum of .72 times the Adjusted LIBOR Rate plus .72 times the credit spread rate. The bonds are collateralized by the gross receipts and property of New London Hospital Association, Inc. (NLHA). As part of the bond refinancing, the swap arrangement was effectively terminated for federal tax purposes with respect to the Series 2007 Revenue Bonds but remains in effect.

As of March 31, 2014, NLH's debt service coverage ratio was .69 which is below the covenant minimum of 1.1 to 1.0; therefore NLH was in violation of its covenant. NLH received a waiver of compliance from its lenders as of the date of this report.

Dartmouth-Hitchcock Obligated Group (DHOG) Bonds:

MHMH established the DHOG in 1993 for the original purpose of issuing bonds financed through NHHEFA or the "Authority". The remaining members of the obligated group consist of MHMH and DHC. Effective August 1, 2013, Cooley Dickinson Hospital, Inc. (CDH) formally withdrew from the DHOG.

Revenue Bonds issued by members of the DHOG are administered through notes registered in the name of the Bond Trustee and in accordance with the terms of a Master Trust Indenture. The Master Trust Indenture contains provisions permitting the addition, withdrawal, or consolidation of members of the DHOG under certain conditions. The notes constitute a joint and several obligation of the members of the DHOG (and any other future members of the DHOG) and are equally and ratably collateralized by a pledge of the members' gross receipts. The DHOG is also subject to certain annual covenants under the Master Trust Indenture, the most restrictive of which are the Maximum Annual Debt Service Coverage Ratio (1.10x) and the Days Cash on Hand Ratio (> 75 days).

(2) Series 2012A and 2012B Revenue Bonds

MHMH, through the DHOG, issued NHHEFA Revenue Bonds, Series 2012A and Series 2012B in November 2012. The proceeds from the Series 2012A and 2012B were used to advance refund the Series 2002 Revenue Bonds and to cover cost of issuance. Interest on the 2012A Revenue Bonds is fixed with an interest rate of 2.29% and matures at various dates through 2031. Interest on the Series 2012B Revenue Bonds is fixed with an interest rate of 2.33% and matures at various dates through 2031.

(3) Series 2012 Bank Loan

MHMH and DHC, through the DHOG, issued the Bank of America, N.A. Series 2012 note, in July 2012. The proceeds from the Series 2012 note were used to prefund the D-H defined benefit pension plan. Interest on the Series 2012 note accrues at a fixed rate of 2.47% and matures at various dates through 2019.

(4) Series 2011 Revenue Bonds
MHMH, through the DHOG, issued NHHEFA Revenue Bonds, Series 2011 in August 2011. The proceeds from the Series 2011 Revenue Bonds were primarily used to advance refund the Series 2001A Revenue Bonds. The Series 2011 Revenue Bonds accrue interest variably and mature at various dates through 2031 based on the one-month London Interbank Offered Rate (LIBOR). The variable rate as of June 30, 2014 was 1.04%. The Series 2011 Bonds are callable by the bank upon the end of seven years or may be renegotiated at that time.

(5) Series 2010 Revenue Bonds
MHMH, through the DHOG, issued NHHEFA Revenue Bonds, Series 2010, in June 2010. The proceeds from the Series 2010 Revenue Bonds were primarily used to construct a 140,000 square foot ambulatory care facility in Nashua, NH as well as various equipment. Interest on the bonds accrue at a fixed rate of 5.00% and mature at various dates through August 2040.

(6) Series 2009 Revenue Bonds
MHMH, through the DHOG, issued NHHEFA Revenue Bonds, Series 2009, in August 2009. The proceeds from the Series 2009 Revenue Bonds were primarily used to advance refund the Series 2008 Revenue Bonds. Interest on the Series 2009 Revenue Bonds accrue at varying fixed rates between 3.00% and 6.00% and mature at various dates through August 2038.

Outstanding joint and several indebtedness of the DHOG at June 30, 2014 approximates $545,305,000.

The Master Trust Indenture requires that members of the DHOG establish certain debt service funds with the proceeds of the bonds, including the maintenance of debt service reserves and other trustee held funds. Trustee held funds of approximately $493,000 at June 30, 2014 are classified as assets limited as to use in the accompanying consolidated balance sheet. For the year ended June 30, 2014 interest expense on the Health System's long term debt is reflected in the accompanying consolidated statement of operations and changes in net assets as operating expense of approximately $18,436,000 and as a reduction of investment income of $3,669,000.

The estimated fair value of D-HH's long-term debt as of June 30, 2014 was approximately $555,500,000 which was determined by discounting the future cash flows of each instrument at rates that reflect rates currently observed in publicly traded debt markets for debt of similar terms to organizations with comparable credit risk. The inputs to the assumptions used to determine the estimated fair value are based on observable inputs and are classified as level 2. For variable rate debt, the carrying value is equal to the fair value.

Swap Agreements
D-H is subject to market risks such as changes in interest rates that arise from normal business operation. D-H regularly assesses these risks and has established business strategies to provide natural offsets, supplemented by the use of derivative financial instruments to protect against the adverse effect of these and other market risks. D-H has established clear policies, procedures, and internal controls governing the use of derivatives and does not use them for trading, investment, or other speculative purposes.

In connection with the issuance of the Series 2001A Bonds, D-H entered into an interest rate swap agreement (Fixed Payor Swap), with a notional amount of $118,780,000, as a hedge against the variability of cash flows associated with its variable rate Series 2001A Bonds. The interest rate swap agreement matures August 31, 2031. The interest rate swap agreement effectively fixed the interest rate on the Series 2001A Bonds at 4.56%. As a result of the credit market disruptions in the

autumn of 2008, the counterparty to the Fixed Payor Swap exercised its option to apply the Securities Industry and Financial Markets Association (SIFMA) rate index through August 1, 2011 for purposes of calculating the interest to be received under the Fixed Payor Swap. The SIFMA rate index replaced the previous method of using the rate of interest on the Series 2001A Bonds. Effective August 1, 2011 and through the maturity of the agreement, the interest to be received under the Fixed Payor Swap is based on the LIBOR index.

In connection with the advance refunding of the Series 2001A Revenue Bonds through the issuance of the Series 2011 Revenue Bonds, D-H also amended the Fixed Payor Swap resulting in a partial redemption of approximately $4,068,000 and a re-designation as a cash flow hedge of the Series 2011 Revenue Bonds, effective September 1, 2011. The notional amount of the amended Fixed Payor Swap is $91,040,000. The amended Fixed Payor Swap effectively fixes the interest rate on the Series 2011 Revenue Bonds at 4.56%.

The obligation of D-H to make payments on its bonds with respect to interest is in no way conditional upon D-H's receipt of payments from the interest rate swap agreement counterparty.

NLH retained its interest rate swap agreement on $15,000,000 of its outstanding bond obligation to hedge the interest rate risk associated with the Series 2013 bond. The interest rate swap agreement requires the NLH to pay the swap counterparty, a fixed rate of 3.9354% in exchange for the counterparty's payment to NLH of a variable rate based on 67% of the USD-LIBOR-BBA. NLH retains the sole right to terminate the swap agreement should the need arise.

At June 30, 2014 the fair value of the Health System's interest rate swaps was a liability of $24,413,000. The change in fair value during the year ended June 30, 2014 was recorded as a $1,538,000 increase to unrestricted net assets and a $570,000 nonoperating loss. There was no material impact on operations due to hedge ineffectiveness.

12. Employee Benefits

Defined Benefit Plan

Employees of D-H who were employed or offered employment prior to February 9, 2006, and who met certain age and service requirements were covered by one of two defined benefit pension plans. The benefits are based on years of service and the employee's average compensation. Contributions are intended to provide not only for benefits attributed to service to date, but also for those expected to be earned in the future.

On March 14, 2013, the D-H Board of Trustees approved the enactment of a five-year delayed freeze of the defined benefit plan. After December 31, 2017 participants will no longer earn benefits under the defined benefit plan, and will transition to the defined contribution plan. The Board also approved the elimination of the transition payments associated with the 2006 choice program after December 31, 2017.

In addition, D-H began a process to settle the obligations of the defined benefit pension plan through a bulk lump sum distribution and purchase of annuity contracts to settle a portion of the benefit obligations due to retirees. The annuity purchase process will follow broad guidelines established by the Department of Labor ("DOL") and plan to continue over the next five years.

In addition to the defined benefit pension plans, D-H established the Dartmouth-Hitchcock Retirement Program in 2006. The Dartmouth-Hitchcock Retirement Program consists of three components, all defined contribution in nature: an employer-sponsored 403(b) pre-tax program, an

employer-sponsored 401(a) plan, and a nonqualified supplemental retirement program. Under the Dartmouth-Hitchcock Retirement Program, D-H has allowed certain employees of DHC and MHMH to continue to earn benefit service in the defined benefit pension plan, provided that they met certain criteria. Other employees, comprised of employees (1) who received an offer of employment on or after February 9, 2006, (2) who have not been eligible to participate in or accrue benefits under the defined benefit pension plans, and (3) who have made the choice to irrevocably elect to participate in the new retirement program, are not eligible to earn benefit service in the defined benefit pension plans after December 31, 2006.

D-H also sponsors postretirement healthcare plans for retired employees, and DHC provides postretirement life insurance benefits for retired employees.

Net periodic pension expense included in employee benefits in the consolidated statement of operations and changes in net assets is comprised of the components listed below for the year ended June 30, 2014:

(in thousands of dollars)

Service cost for benefits earned during the year	$	12,122
Interest cost on projected benefit obligation		41,821
Expected return on plan assets		(55,177)
Net prior service cost		380
Net loss amortization		17,285
	$	16,431

The following assumptions were used to determine net periodic pension expense as of June 30, 2014:

Weighted average discount rate	5.50 %
Rate of increase in compensation	Age Graded
Expected long-term rate of return on plan assets	7.75 %

The following table sets forth the funded status and amounts recognized in D-H's consolidated financial statements for the above referenced defined benefit pension plans at June 30, 2014:

(in thousands of dollars)

Change in benefit obligation	
Benefit obligation at beginning of year	$ 812,374
Service cost	12,122
Interest cost	41,821
Benefits paid	(31,467)
Actuarial (gain) loss	94,207
Settlements	(51,975)
Benefit obligation at end of year	877,082
Change in plan assets	
Fair value of plan assets at beginning of year	718,064
Actual return on plan assets	112,218
Benefits paid	(31,467)
Employer contributions	37,050
Settlements	(51,975)
Fair value of plan assets at end of year	783,890
Funded status of the plans	(93,192)
Current portion of liability for pension	(5,142)
Long term portion of liability for pension	(88,050)
Liability for pension	$ (93,192)

For the year ended June 30, 2014 the liability for pension is included in the liability for pension and other postretirement plan benefits in the accompanying consolidated balance sheet.

Amounts not yet reflected in net periodic pension expense and included in the change in unrestricted net assets are as follows as of June 30, 2014:

(in thousands of dollars)

Net actuarial loss	$ 311,084
Prior service cost	989
	$ 312,073

The estimated amounts that will be amortized from unrestricted net assets into net periodic pension expense in 2015 are as follows:

(in thousands of dollars)

Unrecognized prior service cost	$ 380
Net actuarial loss	24,050
	$ 24,430

The accumulated benefit obligation for the defined benefit pension plans was approximately $856,673,000 at June 30, 2014.

The following table sets forth the assumptions used to determine the benefit obligation at June 30, 2014:

Weighted average discount rate	4.90 %
Rate of increase in compensation	Age Graded
Expected long-term rate of return on plan assets	7.75

The primary investment objective for the Plan assets is to support the Pension liabilities of the Pension Plan for Employees of D-H, by providing long-term capital appreciation and by also using a Liability Driven Investing ("LDI") strategy to partially hedge the impact fluctuating interest rates have on the value of plan liabilities. As of June 30, 2014, it is expected that the LDI strategy will hedge approximately 70% of the interest rate risk associated with the pension liabilities. To achieve these appreciation and hedging objectives, plan assets utilize a diversified structure of asset classes designed to achieve stated performance objectives measured on a total return basis, which includes income plus realized and unrealized gains and losses.

The range of target allocation percentages and the target allocations for the various investments are as follows:

	Range of Target Allocations	Target Allocations
Cash and short-term investments	0–5%	3%
Domestic debt securities (non-Governmental)	20–58	42
International debt securities	6–26	10
Domestic equities	5–35	18
International equities	5–15	10
Emerging market equities	3–13	5
Private equity funds	0–5	-
Hedge funds	5–18	12

To the extent an asset class falls outside of its target range on a quarterly basis, D-H shall determine appropriate steps, as it deems necessary, to rebalance the asset class.

The Boards of Trustees of D-H, as Plan Sponsors, oversee the design, structure, and prudent professional management of the D-H Plans' assets, in accordance with Board approved investment policies, roles, responsibilities and authorities and more specifically the following:

- Establishing and modifying asset class targets with Board approved policy ranges,
- Approving the asset class rebalancing procedures,
- Hiring and terminating investment managers, and
- Monitoring performance of the investment managers, custodians and investment consultants.

The hierarchy and inputs to valuation techniques to measure fair value of the Plan's assets are the same as outlined in Note 8. In addition, the estimation of fair value of investments in private equity and hedge funds for which the underlying securities do not have a readily determinable value is made using the NAV per share or its equivalent as a practical expedient. D-H Plans own interests in

these funds rather than in securities underlying each fund and, therefore, are generally required to consider such investments as Level 2 or Level 3, even though the underlying securities may not be difficult to value or may be readily marketable.

The following table sets forth D-H Plans' investments and deferred compensation plan assets that were accounted for at fair value as of June 30, 2014:

(in thousands of dollars)	Level 1	Level 2	Level 3	Total	Redemption or Liquidation	Days' Notice
Investments						
Cash and short-term investments	$ 7,205	$ 51,347	$ -	$ 58,552	Daily	1
Domestic debt securities	74,388	241,679	-	316,067	Daily–Monthly	1–15
Global debt securities	39,591	46,151	-	85,742	Daily–Monthly	1–15
Domestic equities	131,761	10,390	-	142,151	Daily–Monthly	1–10
International equities	-	77,262	-	77,262	Daily–Monthly	1–11
Emerging market equities	-	41,537	-	41,537	Daily–Monthly	1–17
Private equity funds	-	-	3,944	3,944	See Note 6	See Note 6
Hedge funds	-	30,169	28,466	58,635	Quarterly–Annual	60–96
Total investments	$ 252,945	$ 498,535	$ 32,410	$ 783,890		

The following table presents additional information about the changes in Level 3 assets measured at fair value for the year ended June 30, 2014:

(in thousands of dollars)	Hedge Funds	Private Equity Funds	Total
Balances at beginning of year	$ 26,449	$ 12,761	$ 39,210
Purchases	-	6	6
Sales	(709)	(9,220)	(9,929)
Net realized (losses) gains	(59)	1,470	1,411
Net unrealized gains	2,785	(1,073)	1,712
Balances at end of year	$ 28,466	$ 3,944	$ 32,410

The total aggregate net unrealized gains (losses) included in the fair value of the Level 3 investments as of June 30, 2014 were approximately $7,187,000. There were no transfers into and out of Level 3 measurements during the year ended June 30, 2014.

There were no transfers into and out of Level 1 and Level 2 measurements due to changes in valuation methodologies during the year ended June 30, 2014.

The weighted average asset allocation for the D-H Plans at June 30, 2014 by asset category is as follows:

Cash and short-term investments	7 %
Domestic debt securities (non-Governmental)	40
Global debt securities	11
Domestic equities	18
International equities	10
Emerging market equities	5
Private equity funds	1
Hedge funds	8
	100 %

The expected long-term rate of return on plan assets is reviewed annually, taking into consideration the asset allocation, historical returns on the types of assets held, and the current economic environment. Based on these factors, it is expected that the pension assets will earn an average of 7.75% per annum.

D-H is expected to contribute approximately $37,000,000 to the Plans in 2015.

The following benefit payments, which reflect expected future service, as appropriate, are expected to be paid for the year ending June 30, 2015 and thereafter:

(in thousands of dollars)	**Pension Plans**
2015	$ 30,664
2016	30,979
2017	33,735
2018	36,867
2019	40,192
2020-2024	252,092

Defined Contribution Plans
The Dartmouth-Hitchcock Retirement Plan is an employer-sponsored 401(a) plan, under which D-H makes base, transition, and match contributions based on specified percentages of compensation and employee deferrals. The 401(a) plan includes a discretionary match provision. The discretionary match contributions paid during the year ended June 30, 2014 were $3,419,000. Total employer contributions to the plan of $33,068,000 in 2014 are included in employee benefits in the accompanying consolidated statement of operations and changes in net assets.

NLH has a tax-sheltered annuity plan under which contributions can be made into the plans by all employees. NLH makes contributions to the plan computed at a percentage of yearly earnings, for employees who meet certain annual and consecutive service requirements, as defined by the plan documents. NLH has temporarily suspended further contributions on behalf of its employees for 2014.

Postretirement Medical and Life Benefits
D-H has postretirement medical and life benefit plans covering certain of its active and former employees. The plans generally provide medical and life insurance benefits to certain retired employees of D-H who meet age and years of service requirements. The plans are not funded.

Net periodic postretirement medical and life benefit cost is comprised of the components listed below for the year ended June 30, 2014:

(in thousands of dollars)

Service cost	$	1,803
Interest cost		4,411
Amortization of net transition asset		7
	$	6,221

The following table sets forth the accumulated postretirement medical and life benefit obligation and amounts recognized in D-H's consolidated financial statements at June 30, 2014:

(in thousands of dollars)

Change in benefit obligation		
Benefit obligation at beginning of year	$	84,538
Service cost		1,803
Interest cost		4,411
Benefits paid		(5,770)
Actuarial loss		5,450
Plan amendments		(39,426)
Benefit obligation at end of year		51,006
Funded status of the plans		(51,006)
Liability for postretirement medical and life benefits	$	(51,006)

The plan amendments are primarily related to the Board's decision to offer retiree health care benefits to post-65 retirees and covered post-65 dependents through a private Medicare exchange beginning in April 2015.

For the year ended June 30, 2014 the liability for postretirement medical and life benefits is included in the liability for pension and other postretirement plan benefits in the accompanying consolidated balance sheet.

Amounts not yet reflected in net periodic postretirement medical and life benefit cost and included in the change in unrestricted net assets are as follows:

(in thousands of dollars)

Net prior service credit	$	(39,426)
Net actuarial loss		9,559
	$	(29,867)

The estimated amounts that will be amortized from unrestricted net assets into net periodic postretirement expense in 2014 are as follows:

(in thousands of dollars)

Net prior service credit	$ (5,974)
Net loss	513
	$ (5,461)

In determining the accumulated postretirement medical and life benefit obligation, D-H used a discount rate of 4.7% in 2014 and an assumed healthcare cost trend rate of 7.25%, trending down to 4.75% in 2019 and thereafter. Increasing the assumed healthcare cost trend rates by one percentage point in each year would increase the accumulated postretirement medical benefit obligation as of June 30, 2014 by $4,411,000 and the net periodic postretirement medical benefit cost for the year then ended by $576,000. Decreasing the assumed healthcare cost trend rates by one percentage point in each year would decrease the accumulated postretirement medical benefit obligation as of June 30, 2014 by $3,759,000 and the net periodic postretirement medical benefit cost for the year then ended by $649,000.

13. Professional and General Liability Insurance Coverage

D-H, along with Dartmouth College and The Cheshire Health Foundation are provided professional and general liability insurance on a claims-made basis through Hamden Assurance Risk Retention Group, Inc. (RRG), a Vermont captive insurance company. RRG reinsures the majority of this risk to Hamden Assurance Company Limited (HAC), a captive insurance company domiciled in Bermuda and to a variety of commercial reinsurers. D-H and Dartmouth College have ownership interests in both HAC and RRG. The insurance program provides coverage to the covered institutions and named insureds on a modified claims-made basis which means coverage is triggered when claims are made. Premiums and related insurance deposits are actuarially determined based on asserted liability claims adjusted for future development. The reserves for outstanding losses are recorded on an undiscounted basis.

NLH is covered for malpractice claims under a modified claims-made policy purchased through NEAH. While NLH remains in the current insurance program under this policy, the coverage year is based on the date the claim is filed subject to a medical incident arising after the retroactive date (includes prior acts). The policy provides modified claims-made coverage for former insured providers for claims that relate to the employee's period of employment at NLH and for services that were provided within the scope of the employee's duties. Therefore, when the employee leaves the organization, tail coverage is not required.

Selected financial data of HAC and RRG, taken from the latest available audited and unaudited financial statements, respectively at June 30, 2014 are summarized as follows:

(in thousands of dollars)	**HAC** *(audited)*	**RRG** *(unaudited)*	**Total**
Assets	$ 104,644	$ 1,880	$ 106,524
Shareholders' equity	13,620	569	14,189
Net income	-	26	26

14. Commitments and Contingencies

Litigation

The Health System is involved in various malpractice claims and legal proceedings of a nature considered normal to its business. The claims are in various stages and some may ultimately be brought to trial. While it is not feasible to predict or determine the outcome of any of these claims, it is the opinion of management that the final outcome of these claims will not have a material effect on the consolidated financial position of the Health System.

Operating Leases and Other Commitments

The Health System leases certain facilities and equipment under operating leases with varying expiration dates. The Health System's rental expense totaled approximately $9,925,000 for the year ended June 30, 2014. Minimum future lease payments under non-cancelable operating leases at June 30, 2014 were as follows:

(in thousands of dollars)

2015	$ 6,854
2016	5,638
2017	2,525
2018	1,343
2019	913
Thereafter	1,767
	$ 19,040

Line of Credit

On July 28, 2011 D-H entered into a Loan Agreement with a financial institution establishing access to revolving loans of up to $60,000,000. Interest is variable and determined using LIBOR. The Loan Agreement was due to expire on February 28, 2014, and an extension was negotiated through February 28, 2015 with the provision that the maximum revolving amount from May 1, 2014 through September 30, 2014 shall be temporarily reduced to $30,000,000. As of and for the twelve months ended June 30, 2014, there was no outstanding balance and interest expense was approximately $185,000 and is included in the consolidated statement of operations and changes in net assets.

NLH had a $2,000,000 available line of credit with a local bank, collateralized by a second security interest in the NLH gross receipts and accounts receivable. Interest on borrowings was charged at the Wall Street Journal Prime plus .5%. The line of credit expired in October 2013 as part of the NLH's refunding of its 2007 Series Revenue Bonds.

15. Functional Expenses

Approximate operating expenses of the Health System by function are as follows for the year ended June 30, 2014:

(in thousands of dollars)

Program services	$ 1,188,407
Management and general	172,026
Fundraising	8,111
	$ 1,368,544

16. Subsequent Events

The Health System has assessed the impact of subsequent events through November 26, 2014, the date the audited consolidated financial statements were issued, and has concluded that there were no such events that require adjustment to the audited consolidated financial statements or disclosure in the notes to the audited consolidated financial statements other than as noted below.

Effective July 1, 2014, D-HH became the sole corporate member of Mt. Ascutney Hospital and Health Center (MAHHC) through an affiliation agreement. The new affiliation is intended to strengthen the clinical services offered by MAHHC, continue to improve population health in the region and reduce overall healthcare spending.

D-HH's board of trustees has elected to cease operations of ivy MD effective October 3, 2014.

MHMH, through the DHOG, issued NHHEFA Revenue Bonds, Series 2014A and 2014B in August 2014 through a private placement with two financial institutions. The Series 2014A and 2014B Revenue Bonds were primarily used to refinance a portion of the Series 2009 Revenue Bonds. The Series 2014A and 2014B Revenue Bonds accrue interest variably and mature at various dates through 2033.

Consolidating Supplemental Information

Dartmouth-Hitchcock Health and Subsidiaries
Consolidating Balance Sheet
June 30, 2014

(in thousands of dollars)	Dartmouth–Hitchcock Obligated Group	Dartmouth–Hitchcock Health	New London Hospital	The Hitchcock Foundation	Dartmouth–Hitchcock Medical Center	Eliminations	Dartmouth–Hitchcock Health and Subsidiaries
Assets							
Current assets							
Cash and cash equivalents	$ 45,438	377	4,179	213	720	-	50,927
Patient accounts receivable, net	178,066	-	6,540	-	-	-	184,606
Prepaid expenses and other current assets	92,372	4,503	2,907	171	496	(9,147)	91,302
Total current assets	315,876	4,880	13,626	384	1,216	(9,147)	326,835
Assets limited as to use	618,393	-	10,792	-	-	-	629,185
Other investments for restricted activities	77,622	-	-	24,053	-	-	101,675
Property, plant, and equipment, net	442,441	534	39,101	2	2,675	-	484,753
Other assets	62,791	3,213	7,870	10	159	(1,535)	72,508
Total assets	$ 1,517,123	8,627	71,389	24,449	4,050	(10,682)	1,614,956
Liabilities and Net Assets							
Current liabilities							
Current portion of long-term debt	$ 12,487	-	794	-	-	-	13,281
Current portion of liability for pension and other postretirement plan benefits	5,142	-	-	-	-	-	5,142
Accounts payable and accrued expenses	87,663	9,623	2,907	1,304	673	(9,147)	93,023
Accrued compensation and related benefits	76,407	-	2,168	-	-	-	78,575
Estimated third-party settlements	25,103	-	5,574	-	-	-	30,677
Total current liabilities	206,802	9,623	11,443	1,304	673	(9,147)	220,698
Long-term debt, excluding current portion	532,336	-	18,367	-	-	-	550,703
Insurance deposits and related liabilities	68,498	-	-	-	-	-	68,498
Interest rate swaps	21,103	-	3,310	-	-	-	24,413
Liability for pension and other postretirement plan benefits, excluding current portion	139,056	-	-	-	-	-	139,056
Other liabilities	46,568	-	1,412	-	-	-	47,980
Total liabilities	1,014,363	9,623	34,532	1,304	673	(9,147)	1,051,348
Net assets							
Unrestricted	415,333	(996)	32,297	14,358	3,218	(1,535)	462,675
Temporarily restricted	57,518	-	318	6,669	159	-	64,664
Permanently restricted	29,909	-	4,242	2,118	-	-	36,269
Total net assets	502,760	(996)	36,857	23,145	3,377	(1,535)	563,608
Commitments and contingencies	-	-	-	-	-	-	-
Total liabilities and net assets	$ 1,517,123	8,627	71,389	24,449	4,050	(10,682)	1,614,956

Dartmouth-Hitchcock Health and Subsidiaries
Consolidating Statement of Operations and Changes in Unrestricted Net Assets
Year Ended June 30, 2014

(in thousands of dollars)	Dartmouth–Hitchcock Obligated Group	Dartmouth–Hitchcock Health	New London Hospital	The Hitchcock Foundation	Dartmouth–Hitchcock Medical Center	Eliminations	Dartmouth–Hitchcock Health and Subsidiaries
Unrestricted revenue and other support							
Net patient service revenue	$ 1,190,366	-	39,482	-	-	-	1,229,848
Contracted revenue	91,034	1,004	-	710	-	(358)	92,390
Other operating revenue	57,306	2,435	2,161	1,704	6,933	(5,735)	64,804
Net assets released from restrictions	10,274	-	94	1,302	-	-	11,670
Total unrestricted revenue and other support	1,348,980	3,439	41,737	3,716	6,933	(6,093)	1,398,712
Operating expenses							
Salaries	649,981	1,071	21,070	-	-	3,594	675,716
Employee Benefits	198,359	311	4,783	-	-	699	204,152
Medical supplies and medications	188,905	-	7,512	-	-	(20)	196,397
Purchased services and other	150,033	6,077	5,897	2,816	6,934	(8,301)	163,456
Medicaid enhancement tax	32,636	-	1,852	-	-	-	34,488
Geisel school of medicine support	4,875	1,625	-	-	-	-	6,500
Depreciation and amortization	54,894	103	2,711	-	21	-	57,729
Interest	17,777	-	659	-	-	-	18,436
Expenditures relating to net assets released from restrictions	10,274	-	94	1,302	-	-	11,670
Total operating expenses	1,307,734	9,187	44,578	4,118	6,955	(4,028)	1,368,544
Operating margin	41,246	(5,748)	(2,841)	(402)	(22)	(2,065)	30,168
Nonoperating gains (losses)							
Investment gains	49,729	(267)	1,144	2,529	-	-	53,135
Other, net	(3,489)	333	287	-	-	2,065	(804)
Contribution revenue from acquisition	-	33,692	-	-	-	-	33,692
Total nonoperating gains, net	46,240	33,758	1,431	2,529	-	2,065	86,023
Excess (deficiency) of revenue over expenses	87,486	28,010	(1,410)	2,127	(22)	-	116,191
Unrestricted net assets:							
Net assets released from restrictions (Note 8)	485	-	15	263	-	-	763
Change in funded status of pension and other postretirement benefits	14,769	-	-	-	-	-	14,769
Net assets transferred to affiliate	(4,435)	(29,257)	33,692	-	-	-	-
Additional paid in capital	-	1,348	-	-	-	(1,348)	-
Change in fair value on interest rate swaps	1,538	-	-	-	-	-	1,538
Increase (decrease) in unrestricted net assets	$ 99,843	101	32,297	2,390	(22)	(1,348)	133,261

DARTMOUTH-HITCHCOCK (D-H)
DARTMOUTH-HITCHCOCK HEALTH (D-HH)

BOARDS OF TRUSTEES AND OFFICERS
(20 Trustees)
Effective: March 20, 2015

Troyen A. Brennan, MD, MPH (Wendy Warring) MHMH/DHC/D-HH Trustee *Executive Vice President and* *Chief Medical Officer of CVS Health* CVS Health One CVS Drive, Mail Drop 1000 Woonsocket, RI 02895 [redacted]	[redacted] Assistant: Debbi Gobeille [redacted]	MHMH/DHC: Elected on 3/20/2015. Term began 4/1/2015. Full term expires 12/31/2023. D-HH: Elected on 3/20/2015 as a DHC rep.
R. William Burgess, Jr. (Barbara) MHMH/DHC/D-HH Trustee *Managing Partner, ABS Ventures* North Bridge (work) 950 Winter St. Waltham, MA 02451 [redacted]	[redacted]	MHMH/DHC: Elected on 12/5/2014. Term began 1/1/2015. Full term expires 12/31/2023. D-HH: Elected on 9/19/2014 to complete Bill Helman's term as DC rep through 12/31/2014 and to begin his own 4 yr term on 1/1/2015 (ending 12/31/2018).
Duane A. Compton, PhD MHMH/DHC/D-HH Trustee *Ex-Officio: Interim Dean, Geisel School of Medicine at Dartmouth* HB 7060 Hanover, NH 03755 [redacted]	[redacted] Assistant: Becky Townsend [redacted]	MHMH/DHC/D-HH: Ex-officio (effective 7/15/2014).
William J. Conaty (Sue) MHMH/DHC/D-HH Trustee *President, Conaty Consulting, LLC* [redacted] [redacted]	[redacted] [redacted]	MHMH/DHC: Term began 6/1/2011. Full term expires 5/31/2020. D-HH: Elected DHC rep. trustee (on 12/9/11) effective 1/1/2012.

Vincent S. Conti (Meredith) MHMH/DHC/D-HH Trustee *Retired President & CEO, Maine Medical Center* [redacted]	[redacted]	MHMH/DHC: President appointed to MHMH Aug-Dec 2009. Nominated to both MHMH/DHC on 8/13/09 for a term to start 1/1/2010. Full term expires 12/31/2018. D-HH: Elected 12/2/09 as an MHMH rep.
Denis A. Cortese, MD (Donna) MHMH/DHC/D-HH Trustee *Foundation Professor at Arizona State University (ASU) and Director of ASU's Healthcare Delivery and Policy Program* [redacted]	[redacted] Arizona State University-Healthcare Delivery and Policy Program 13212 E. Shea Blvd Scottsdale, AZ 85259 Phillip Barr [redacted]	MHMH: President appointed to MHMH effective 9/1/2012 (approved by the BoT 6/15/12). Nominated to both MHMH/DHC on 12/7/12 for a term to start 1/1/2013. Full term expires 12/31/2021. D-HH: Elected on 3/15/13 as an MHMH rep.
Barbara J. Couch (Richard) MHMH/DHC/D-HH Boards' Secretary *President of Hypertherm's HOPE Foundation (includes leadership of all of Hypertherm's philanthropic and volunteer initiatives)* [redacted]	[redacted] Assistant: Sue Shykula [redacted]	MHMH/DHC: Nominated on 3/25/09; completed D. Weaver's term through 12/31/09. Full term began 1/1/2010. Full term expires 12/31/2018. D-HH: Elected MHMH rep. trustee (on 12/9/11) effective 1/1/2012.
Paul P. Danos, PhD (Mary Ellen) MHMH/DHC/D-HH Boards' Treasurer *Dean; Laurence F. Whittemore Professor of Business Administration, Tuck School of Business at Dartmouth* 100 Tuck Hall (work) Hanover, NH 03755 [redacted]	[redacted] Assistant: Debbie Wilson [redacted]	MHMH/DHC: Elected 2/5/2014 for a term beginning immediately. Term expires 12/31/2016. Full term expires 5/31/2022. D-HH: Elected DHC rep. trustee (on 2/5/2014) effective immediately, for an initial term ending 12/31/2016.

Matthew B. Dunne (Sarah) MHMH/DHC/D-HH Trustee *Manager of US Community Affairs, Google* [redacted]	[redacted]	MHMH/DHC: Term began 1/1/2013. Full term expires 12/31/2021. D-HH: Elected on 3/15/13 as an MHMH rep.
Senator Judd A. Gregg (Kathleen) MHMH/DHC Trustee *Senior Advisor to SIFMA* [redacted]	[redacted]	MHMH/DHC: Term began 1/1/2013. Full term expires 12/31/2021.
M. Brooke Herndon, MD (Eric Miller) MHMH/DHC (Lebanon Physician) Trustee *Staff Physician, Primary Care, DHMC (Heater Road)* [redacted]	[redacted]	D-H: Elected on 3/20/2015 for a 3 year term that began 1/1/2015 and end 12/31/2017
Barbara C. Jobst, MD (Markus) MHMH/DHC (Lebanon Physician) Trustee *Section Chief of Adult Neurology at DHMC and Director of the Dartmouth-Hitchcock Epilepsy Center* [redacted]	[redacted] Julie Bardales, Assistant [redacted]	D-H: Elected on 12/6/2013 for a 3 year term to begin 1/1/2014 and end 12/31/2016.
Laura K. Landy (Robert Corman) MHMH/DHC/D-HH Trustee *President and CEO of the Fannie E. Rippel Foundation* [redacted]	[redacted] Assistant: Patricia MacBain (x300) [redacted]	MHMH: President appointed to MHMH effective 9/1/2012 (approved by the BoT 6/15/12). Nominated to both MHMH/DHC on 12/7/12 for a term to start 1/1/2013. Full term expires 12/31/2021. D-HH: Elected on 3/15/13 as an MHMH rep.

Robert A. Oden, Jr., PhD (Teresa) MHMH/DHC/D-HH Boards' Chair *Retired President, Carleton College* [redacted]	[redacted]	MHMH/DHC: President appointee to MHMH (1/27/11 - 12/31/11). Elected to MHMH/DHC Boards on 12/9/11 for a term 1/1/2012 - 12/31/2014. Full term expires 12/31/2020. Became Board Chair 1/1/2013. D-HH: Elected DHC rep. trustee (on 12/9/11) effective 1/1/2012.
Steven "Steve" A. Paris, MD (Susan) MHMH/DHC (Community Group Practice)/D-HH Trustee *Medical Director, D-H Manchester* 100 Hitchcock Way Manchester, NH 03104 [redacted]	[redacted] Assistant: Amy Duhaime [redacted]	D-H: eBoG Trustee elected 2/2013. Term expires 12/31/2015. D-HH: elected to the Board on 6/28/13 for a term to begin immediately and end on 12/31/2015.
Charles G. Plimpton (Barbara) MHMH/DHC/D-HH Trustee *Retired Investment Banker* [redacted]	[redacted] [redacted]	MHMH/DHC: Elected on 3/20/2015. Term began 4/1/2015. Full term expires 12/31/2023. D-HH: Elected on 3/20/2015 as an MHMH rep.
Richard "Rick" J. Powell, MD (Roshini Pinto-Powell) MHMH/DHC (Lebanon Physician)/D-HH Trustee *Professor of Surgery and Radiology;* *Chief, Section of Vascular Surgery* One Medical Center Drive Lebanon, NH 03756 [redacted]	[redacted] Assistant: Judy St. Hilaire [redacted]	D-H: eBoG Trustee elected 2/2013. Term expires 12/31/2015. D-HH: elected to the Board as a DHC rep on 12/6/2013 for a term to begin 1/1/2014 and end on 12/31/2015.
Richard I. Rothstein, MD (Lia) MHMH/DHC (Clinical Chair) Trustee *Joseph M. Huber Professor, Chair, Department of Medicine, and Senior Associate Dean for Clinical Affairs for the Geisel School of Medicine* One Medical Center Drive Lebanon, NH 03756 [redacted]	[redacted] [redacted] Assistant: Anne Hill [redacted]	D-H: Clinical Chair/Center Director Trustee, elected 2/2013. Term expires 12/31/2015.

Anne-Lee Verville MHMH/DHC/D-HH Boards' Vice Chair *Retired senior executive, IBM* [redacted]	[redacted]	MHMH/DHC: Completed Fuehrer's term through 12/31/08. Nominated on 12/17/08. Term began 1/1/2009. Full term expires 12/31/2017. D-HH: Elected 9/3/10 as an MHMH rep. trustee. Re-elected on 12/6/2013 as a DHC rep for a term to end on 12/31/2015.
James N. Weinstein, DO, MS (Mimi) MHMH/DHC/D-HH Trustee *Ex-officio: CEO, Dartmouth-Hitchcock; President, D-HH* One Medical Center Drive Lebanon, NH 03756	[redacted] Assistant: Faith Johnston: [redacted]	MHMH/DHC/D-HH: Ex-officio as DHC President effective 1/14/2010. Ex-officio as CEO of D-H began 11/1/2011. Voted by the D-HH Board as President on 9/1/2012 or upon vacancy. Became President on 11/14/2011 when Dr. Colacchio resigned.

Administrative Support:

Kimberley A. Gibbs ([redacted]) (o)
Director, Governance & Leadership
One Medical Center Drive, Lebanon, NH 03756
[redacted]

Claire M. Lillie ([redacted]) (o)
Jessica L. Osgood [redacted]) (o)
Exec. Coordinators for Governance & Leadership
[redacted]

CURRICULUM VITAE

STEPHEN HAMILTON MOTT, M.D.

PERSONAL INFORMATION:

Office Address: Section of Child Neurology and Development
Department of Pediatrics
Dartmouth-Hitchcock Medical Center
One Medical Center Drive
Lebanon, NH 03756
603-653-6060

Date of Birth: May 9, 1956

Place of Birth: Syracuse, New York

Citizenship: U.S.A.

LICENSURE:

New Hampshire

CERTIFICATION:

1987 FMGEMS [ECFMG]

1990 FLEX

1993 American Board of Pediatrics-Board Certified

1997 American Board of Psychiatry and Neurology with special qualification in Child Neurology-Board Certified

2000 American Board of Pediatrics-Board Re-Certification

2007 American Board of Psychiatry and Neurology with special qualification in Child Neurology-Board Re-Certified

2007 American Board of Pediatrics-Board Second Re-Certification

2014 American Board of Psychiatry and Neurology; Neurodevelopmental Pediatrics-Board Certified

EDUCATION:

1974-1978 A.B., Biology with concentration in Music
Grinnell College
Grinnell, Iowa

1979-1982 Premedical Studies and Chemistry

School of General Studies
Columbia University
New York, New York

1982-1987 MD, Doctor of Medicine
Faculté Libre De Medecine
Université Catholique
Lille, FRANCE

Postgraduate Training and Fellowships

1987-1988 Intern in Pediatrics
Maine Medical Center
Portland, Maine

1988-1990 Resident in Pediatrics
Maine Medical Center
Portland, Maine

1990-1991 Resident in Neurology
George Washington University
George Washington University Hospital
Washington, DC

1991-1993 Child Neurology Fellow
Children's National Medical Center
George Washington University Medical School
Washington, DC

1993-1994 Post Doctoral Fellow in Developmental Cognitive Neurology
Kennedy-Krieger Institute
Johns Hopkins University Medical School

Appointments

1993-1994 Instructor
Departments of Pediatrics and Neurology
George Washington University Medical School
Washington, DC

1994-1997 Assistant Professor
Departments of Neurology and Pediatrics
George Washington University Medical School
Washington, DC

1994-1997 Guest Researcher
Epilepsy Research Branch
National Institute of Neurological
Disease and Stroke
National Institutes of Health

1996-1997 Special Volunteer, Clinical Brain
Disorders Branch
National Institutes of Mental Health
St. Elizabeth's Hospital Campus

1997-2000	Assistant Professor Departments of Pediatrics, Neurology and Psychiatry George Washington University Medical School
2000-2009	Associate Professor Department of Pediatrics Georgetown University Medical School
2004-2009	Associate Professor (Secondary Appointment) Department of Neurology Georgetown University Medical School
2009-2013	Clinical Associate Professor Department of Pediatrics Dartmouth Medical School
2013-Present	Clinical Assistant Professor Department of Neurology Department of Pediatrics Dartmouth Medical School

PROFESSIONAL EXPERIENCE:

1979-1982	Electron Microscopy Research Technician Department of Pulmonary Medicine Columbia College of Physician and Surgeons Columbia-Presbyterian Hospital New York, New York
1994-1997	Coordinator, Child Neurology Fellowship Program Department of Neurology Children's National Medical Center Washington, DC
1995-1997	Director, Developmental Cognitive Neurology Department of Neurology Children's National Medical Center Washington, DC
1996-1997	Director, Neurology Consultative Services Neuropsychiatric Research Hospital National Institutes of Mental Health St. Elizabeth's Hospital Campus
1997-2000	Director, Developmental Pediatrics Program Children's National Medical Center Washington, DC
2000	Co-Director, Neurology Consultative Services District of Columbia Commission on Mental Health St. Elizabeth's Hospital Washington, DC
2000-2009	Division Chief, Pediatric Neurology and Neurodevelopmental Pediatrics Director, Center for Neurocognitive and Neurodevelopmental Services

Department of Pediatrics
Georgetown University Medical Center

2009-2013 Medical Director of Child Development
Section of Child Neurology and Development
Department of Pediatrics
Dartmouth-Hitchcock Medical Center
One Medical Center Drive
Lebanon, NH 03756

2013-present Director of Developmental Cognitive Neurology
Section of Child Neurology and Development
Department of Pediatrics
Dartmouth-Hitchcock Medical Center
One Medical Center Drive
Lebanon, NH 03756

PROFESSIONAL SOCIETIES:

Societies: Child Neurology Society

American Epilepsy Society

Organizations:

2000-Present Executive Director
Ahead with Autism
Veronica Bird Charitable Foundation

HONORS:

1987 Maxima Cum Laude
Faculté Libre de Medicine
Universite Catholique
Lille, France

1993 Mark Platt Outstanding Neurology Resident Award
Department of Neurology
George Washington University Medical School
Washington, DC

1996 Physicians' Recognition Award
Children's National Medical Center

2004 Health Provider Recognition Award
NF Inc. Mid Atlantic Region

2006 Health Provider Recognition Award
Maryland Autism Society of America

Curriculum Vitae

JONATHAN D. LICHTENSTEIN, PSY.D., MBA

NEW HAMPSHIRE LICENSED PSYCHOLOGIST #1320
CLINICAL NEUROPSYCHOLOGIST
DARTMOUTH HITCHCOCK MEDICAL CENTER
DEPARTMENT OF PSYCHIATRY
ONE MEDICAL CENTER DRIVE • LEBANON, NH • 03756
[redacted]

Professional References Available Upon Request

CURRENT POSITION

Interim Director, Pediatric Neuropsychological Services — Sept. 2014 – present
Department of Psychiatry
Dartmouth-Hitchcock Medical Center

FACULTY APPOINTMENTS

Clinical Instructor — Sept. 2014 – present
Department of Psychiatry
Geisel School of Medicine

Adjunct Faculty — July 2012 – present
Institute for Graduate Clinical Psychology
Widener University

Adjunct Faculty — Aug 2014 – present
Department of Clinical Psychology
Antioch University, New England

RESIDENCY & FELLOWSHIP

Pediatric Neuropsychology Fellow — Sept. 2013 – Aug. 2014
Geisel School of Medicine at Dartmouth/DHMC
Supervisor: Arthur Maerlender, Ph.D., ABPP

Neuropsychology Postdoctoral Resident — July 2012 – July 2013
RSM/Sports Concussion Center of New Jersey
Supervisor: Rosemarie Scolaro Moser, Ph.D., ABN, ABPP

APA-APPROVED INTERNSHIP

The Institute for Graduate Clinical Psychology — July 2010 – July 2012
Rotation at Malamut & Moss, P.C.

Supervisors: Barbara Malamut, Ph.D. & Edward Moss, Ph.D.

EDUCATION

Widener University, Chester, PA Sept. 2007 – Jul. 2012
Doctorate, Clinical Psychology (Neuropsychology Track) (Psy.D.)
Masters, Business Administration (MBA)
Dissertation: *Questionably valid baseline scores on ImPACT: rates and factors of influence in a Division III athletic population*

Hampshire College, Amherst, MA Sept. 2000 – May 2005
Bachelor of Arts (B.A.)
Thesis: *Perspectives on the German-Jewish body and mind: analysis of selected works by Heine, Panizza, and Thomas Mann*

GRANTS

- **NIH Grant No. RO1HD074757**
  Local Principal Investigator, RESTORE-Cognition: sedation strategy and cognitive outcomes after critical illness in early childhood (2014-2017)
- **HRSA Grant No. H21MC26918**
  Co-Director, Concussion Chalk Talk: Expanding the TBI system of care in New Hampshire for youth with mTBI/concussion (2014-2018)

HONORS AND AWARDS

- **Excellence in Empirical Dissertation Award**
  Widener University

PUBLICATIONS

Maerlender, A.C., **Lichtenstein, J.D.,** Rieman, W., & Condiracci, C. (2014). Programmed physical exertion in recovery from sport-related concussion. *Developmental Psychology* (in press).

Lichtenstein, J.D., Moser, R.S., & Schatz, P. (2014). Age and test setting affect the prevalence of invalid baseline scores on neurocognitive testing. *American Journal of Sports Medicine, 42(2),* 479-84.

Moser, R.S., Schatz, P., & **Lichtenstein, J.D.** (2013). The importance of proper administration and interpretation of neuropsychological baseline and post-concussion computerized testing. *Applied Neuropsychology: Child.* [Epub ahead of print].

Defina, P.A., Moser, R.S., Glenn, M., **Lichtenstein, J.D.,** & Fellus, J. (2013). Alzheimer's disease clinical and research update for health care practitioners. *Journal of Aging Research, vol. 2013, Article ID 207178, 9 pages.*

SUBMITTED MANUSCRIPTS

Erdodi, L., **Lichtenstein, J.**, Rai, J., & Flaro, L. (submitted). Embedded validity indicators in Conners' CPT-II: do adult cutoffs work the same way in children?

CONFERENCE POSTERS & ABSTRACTS

Lichtenstein, J., Erdodi, L., & Holcomb, M. Introducing a Forced Choice Recognition Task to the CVLT-C (FCR-Child): Preliminary Findings. Poster to be presented at: 43rd Annual Meeting of the International Neuropsychological Society, 2015 February 3-7, Denver, CO.

Erdodi, L., Pelletier, C., Tyson, B., **Lichtenstein, J.,** Holcomb, M., Condiracci, C., & Roth, R. Embedded validity indicators in Conners' Continuous Performance Test, Second Edition (CPT-II) discriminate valid from invalid profiles more accurately during the repeat administration in a psychiatric sample. Poster to be presented at: 34th Annual Conference of the National Academy of Neuropsychology, 2014 November 12-15, Fajardo, Puerto Rico.

Lichtenstein, J.D., Holcomb, M.J., Erdodi, L.A., Maerlender, A.C., Condiracci, C., Roth, R.M., & Pelletier, C. Reliable digit vs. spatial span in a clinical pediatric sample: A visual alternative? Poster presented at: 12th Annual Conference of the American Academy of Clinical Neuropsychology, 2014 June 25-28, New York, NY.

Condiracci, C., Holcomb, M.J., Maerlender, A.C., **Lichtenstein, J.D**., Erdodi, L.A., & Pelletier, C. The Global Assessment of School Functioning Scale (GASF): A measure of cognition, executive functioning, and behavior. Poster presented at: 12th Annual Conference of the American Academy of Clinical Neuropsychology, 2014 June 25-28, New York, NY.

Pelletier, C., Erdodi, L.A., Holcomb, M.J., **Lichtenstein, J.D**., & Condiracci, C. Repeating Conners' CPT-II within a test battery increases sensitivity to attention deficit in children. Poster presented at: 12th Annual Conference of the American Academy of Clinical Neuropsychology, 2014 June 25-28, New York, NY.

Lichtenstein, J.D., Moser, R.S., Schatz, P., & Glatts, C. Frequency of invalid ImPACT baselines in a private practice setting: the implications of age. Poster presented at: 11th Annual Conference of the American Academy of Clinical Neuropsychology, 2013 June 19-22, Chicago, IL.

Lichtenstein, J.D., Lazar, M.F., Goldberg, K.B., Adams-Deutsch, Z., & Fleischer, J.M. The relationship between gender and questionable validity of ImPACT baseline scores in college athletes. Poster presented at: 31st Annual Conference of the National Academy of Neuropsychology, 2011 November 16-19, Marco Island, FL.

Lichtenstein, J.D., Fleischer, J.M., Lazar, M.F., & Goldberg, K.B. Rates of questionably valid ImPACT baseline scores in college athletes. Poster presented at: 31st Annual Conference of the National Academy of Neuropsychology, 2011 November 16-19, Marco Island, FL.

Lichtenstein, J.D., Lazar, M.F., Goldberg, K.B., Adams-Deutsch, Z., & Fleischer, J.M. The relationship between history of concussion and questionable validity of ImPACT baseline scores in college athletes. Poster presented at: 31st Annual Conference of the National Academy of Neuropsychology, 2011 November 16-19, Marco Island, FL.

REVIEW ACTIVITES

- Ad Hoc Reviewer, *Child Neuropsychology*
- Ad Hoc Reviewer, *Developmental Neuropsychology*
- Ad Hoc Reviewer, *The Clinical Neuropsychologist*

INVITED ADDRESSES

Lichtenstein, J.D. (May, 2015). "The X's and O's of Concussion Management." To be presented at the 32nd Annual Brain Injury and Stroke Conference, Concord, NH.

Lichtenstein, J.D. (March, 2015). "We're All in This Together: The Dos and Don'ts of School-Based Concussion Management." Presented at the Annual Spring Pediatric Symposium, St. Anselm's College, Manchester, NH.

Lichtenstein, J.D. & Baird, L.R. (January, 2015). "Neuropsychological Assessment: An Overview." Presented to Neurology Residents, Dartmouth Hitchcock Medical Center, Lebanon, NH.

Lichtenstein, J.D. (November, 2014). "Getting Emotional About Concussion: Affective Functioning Post-Injury. Presented at *Returning to Learn After Concussion* conference, presented by SERESC, Bedford, NH.

Lichtenstein, J.D. (July, 2014). "Get Smart: An Introduction to the Role of IQ and Achievement Testing in Neuropsychological Assessment. Presented to the section of Child and Adolescent Psychiatry, Geisel School of Medicine at Dartmouth, Lebanon, NH.

Lichtenstein, J.D. (June, 2014). "Return to Play and Return to Academics Protocols Following Concussion." Presented to the Northern New England Athletic Training Conference, Portsmouth, NH.

Lichtenstein, J.D. (March, 2014). "Heads Up! Let's Talk About Sports Concussion." Presented as part of the Richmond Middle School Brain Speaker Series, Hanover, NH.

Lichtenstein, J.D. (March, 2012). "Sports Concussion Management and the Student Athlete." Presented to the Princeton Day School Parents Association, Princeton, NJ.

PROFESSIONAL AFFILIATIONS AND MEMBERSHIPS

- American Academy of Clinical Neuropsychology (AACN)
- American Psychology Association (APA)
- Big Ten-CIC/Ivy League TBI Research Collaboration, Dartmouth College Representative

ADDITIONAL CLINICAL EXPERIENCE

Predoctoral Associate Sep. 2010 – July 2012
The Center for Psychological Services
Paoli, PA

Supervisor: Jennifer Jackson-Holden, Psy.D.
Conducted assessments of intellectual functioning in pre-kindergarten students as part of school admissions procedures, including test administration, scoring, report writing, and delivering feedback to parents. Consultation to schools concerning performance and learning styles was also provided.

Predoctoral Practicum Student Sep. 2009 – May 2010
Montgomery School/The Center for Psychological Services
Chester Springs & Paoli, PA

Supervisors: Nicole Chaikin, Psy.D. & Jennifer Jackson-Holden, Psy.D.
Conducted intellectual functioning and comprehensive personality assessments with school-aged children. Assessment process included test administration, scoring, report writing, and delivering feedback to parents. Individual counseling and skills-based coaching was also enacted with students. Contributed to social-support teams within the school, along with providing consultation to teachers and administrators.

Psychometrician Oct. 2008 – June 2009
Pharmacological Drug Trial
Newark, DE

Administered CDR and DADS assessments to patients with Alzheimer's Dementia (who were carriers of the APOE-4 allele) and their caregivers. Functioned as blind rater for this study.

Predoctoral Practicum Student Sep. 2008 – May 2009
Neurobehavioral Group
Newark, DE

Supervisor: Glen Greenberg, Ph.D., ABPP
Administered and scored neuropsychological test batteries for diverse patient population. Conducted intake interviews and composed initial evaluation reports, as well as brief assessments.

Predoctoral Practicum Student Oct. 2007 – May 2008
Carelink STAR Program
Norristown, PA

Facilitated group and individual therapy within this residential setting for convicted sexual offenders with chronic mental illness.

Resume

Carin A. Walker

Career Summary: **23 years teaching elementary and special education grades k-5; the last 9 years teaching students, developing programs and supervisor of staff of specialized program for students with significant intellectual delays. 11 years working part-time as a dance instructor for a local dance school teaching preschool-senior citizens.**

Education: Bachelor of Science in Education
Major: Elementary/Special Education, Minor: Business Admin.
Keene State College, Keene, NH-1985

Work History:

- DHMC Child Development Department
  1 Medical Center Drive
  Lebanon, NH (9 months)
  (Resource Coordinator Children's Program/Education Liaison)

Responsibilities: attend office visits with physicians, consult parents and answer questions on special education programming, review school IEP's and reports, make referrals and connect parents to early intervention programs/resources, gather information and report out to physicians on patient school programs and performance

- Merrimack Valley School District
  Boscawen Elementary School
  1 Best Ave, Boscawen, NH 03303 (12 years)
  (Special Education Teacher/Case Manager/ Intellectual Dis. Program)

Responsibilities: development, planning and delivering specialized instruction to students in program; case management and completion of individualized education plans (IEPs) and state required documents and entry into N.H. D.O. Education website; scheduling, coordinating and program collaboration with regular education teachers; scheduling, training and supervising of 5-7 paraprofessional staff; development, coordination and planning of community activity field trips; conduct parent-education team meetings and record minutes

- Concord Dance Academy
  26 Commercial Street
  Concord, NH 03303 (12 years)
  (Dance Instructor)

Responsibilities: planning, teaching and choreography of dance classes for adult and youth students; completion of attendance records and costume order forms; supervision of teacher assistants; collaboration of large group dances and back stage management of recitals/shows

- Bow Parks And Recreation Dept.
  Bow, NH 03306 (3 years)
  (Dance Program Director/Instructor)

Responsibilities: Organization of entire program including completion of registration, collection, recording and submission of tuition, planning and direct dance instruction of students age 3-12, supervision and payment of teacher assistants, recital details, ordering costumes

- Allenstown School District
  Allenstown Elementary School
  Allenstown, NH 03275 (11 years)
  (Elementary Educator)

Responsibilities: Planning and delivery of instruction of students in all subject areas including individualizing, accommodating and modifying instruction based on students' IEPs; participation in curriculum development committees, supervising and planning for paraprofessionals (1-2 per year), completion of state standardized testing and report cards; conduct special ed. team meetings and parent/teacher conferences.

Certification, Training and Committees:

- **NH-DOE License-Elementary Education (K-8) and Special Education (K-12) Expiration June 2017**

- **CPI Certification (Crisis Prevention Intervention) Updated 3/2014**

- **CPR, AED, First Aid Certification-Exp. 5/2016**

- **Member: -Special Education Technology Curriculum Committee (MVSD) 2011-2013**
  -Building Safety Committee (BES) 2010-2013
  -Special Education Community Outreach Program Organizer for FACT (Functional Academic Comprehensive Teaching) Program 5 years
  -Administrator of Alternative Assessment Profiles for qualifying special education students

[redacted]

Jennifer Bell

Bar Admission June 2003 Admitted to the Vermont Bar

Education

1998 – 2001 Western New England College School of Law
Springfield, MA
JD May 2001

Activities: 1999-2000 President of Women's Law Association

1994 – 1998 Bay Path College
Longmeadow, MA
BS Legal Studies 1998

Activities: President of Computer Club, Student Government, Admissions Ambassador, Law Club, Class Committee Member, Student Traffic Appeals Committee Member

Honors: Lambda Epsilon Chi (National Honor Society in Paralegal/Legal Assistant Studies); Researched and developed proposal concerning the installation of internet to Bay Path Campus in 1995; Maroon Key Honor Society 1995; Dr. Jeanette T. Wright Leadership Award 1996; Who's Who Among American College & University Students 1996 & 1998

Work experience

2/2009 – Present DHMC Lebanon, NH

Sr. Clinical Secretary – Child Neurology & Development

- Develop and manage provider schedules, calendars and referral wait list
- Communicate with and schedule patient appointments.
- Communicate with referring providers and involved services
- Manage offloading of duties and tasks

9/2004 – Present DHMC Lebanon, NH

Patient & Family Assistant – General Ambulatory Services

- Assist families in Critical Care Waiting Room
- Assist with daily operations of Critical Care Waiting Room

8/2004 – 12/2009 DHMC Lebanon, NH

Clinical Secretary – Child Advocacy & Protection Program

- Intakes, database management, prepare & send files to medical records.
- Schedule patient appointments, depositions & help facilitate subpoenas.
- Develop schedules & meeting agendas, type minutes & dictations

2003 – 5/2004 Campbell, Buckholz & Saunders, LLP Quechee, VT

Associate

- Preparation for trial, drafting of motions
- Meeting with clients

2003 – 2003 Woodbury College Montpelier, VT

Adjunct Professor – Introduction to Legal Writing

- Develop syllabus, lesson plans, and assignments
- Hands on teaching and grading of assignments

2001 – 2003 Campbell, Buckholz & Saunders, LLP Quechee, VT

Law Clerk

- Legal research
- Correspondence with clients

2001 – 2002 Crossroads Academy Lyme, NH

After School Program

- Assist students in grades K-8 with homework
- Develop activity plans

2001 – 2001 Bay Path College Longmeadow, MA

Adjunct Professor – Computer Assisted Legal Research

- Develop syllabus, lesson plans, assignments and test & quizzes
- Hands on teaching and grading of assignments

Computer Skills

Microsoft Office, FileMaker, Quicken, QuickBooks Pro, West Law, Lexus, Casemaker, and Timeslips. Proficient with both Microsoft Windows and Apple OS.

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Stephen Mott	Staff Physician	$207,000	0%	$0
Jonathan Lichtenstein	Neuropsychologist	$65,000	20%	$13,000
Carin Walker	Resource Coordinator	$40,552	100%	$40,552
Jennifer Bell	Clinical Secretary – Senior	$24,186	100%	$24,186

MJT
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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES
BUREAU OF DEVELOPMENTAL SERVICES

Nicholas A. Toumpas
Commissioner

Nancy L. Rollins
Associate Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-4488 1-800-852-3345 Ext. 4488
Fax: 603-271-4902 TDD Access: 1-800-735-2964

September 4, 2013

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

30% Federal
70% General

Requested Action

Authorize the Department of Health and Human Services, Division of Community Based Care Services, to enter into an agreement not to exceed $275,303.85 with Mary Hitchcock Memorial Hospital, dba Dartmouth Hitchcock Medical Center, 1 Medical Center Drive, Lebanon, NH 03766, vendor code 177160 to support a Child Development Program, effective effective on the date of Governor and Executive Council approval, through June 30, 2015.

Funds to support this request are anticipated to be available in the future operating account in State Fiscal Years 2014 and 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.

05-95-93-930010-5191 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DEVELOPMENTAL SERV DIV OF, DIV OF DEVELOPMENTAL SVCS, SPECIAL MEDICAL SERVICES

Appropriation Number	Description	SFY 2014 Amount	SFY 2015 Amount	Total
561-500911	Specialty Clinics	$137,649.49	$137,654.36	$275,303.85

Explanation

This request will provide for the continued operation of regionally-based, family-centered, diagnostic evaluation and consultation service to families, pediatricians and local agencies, including local school districts and preschool programs, serving children from birth through 7 years of age suspected or at risk for altered developmental progress. The primary clinic site in this agreement is the Lebanon Clinic. It is estimated that 50-100 children will be served during the two-year contract period.

Diagnostic evaluation services shall be provided at the Dartmouth-Hitchcock Medical Center in Lebanon for children and families living in this region. The goal of this program is to promote the physical, cognitive and emotional well-being of all New Hampshire infants and children (0-7 years of age) who are at risk or already exhibiting developmental irregularities or special health care needs.

The following performance measures shall be used to measure the effectiveness of the agreement:

- final written reports shall be disseminated to parents and appropriate community professionals within 30 days of completion of Clinic evaluation components;
- 100% of parents/caregivers with be surveyed for Satisfaction of Services, within ten business days of the clinic.
- continuous quality improvement activities shall be routine practice; and
- there will be a formal complaint and resolution process including a quarterly report.

A Request for Proposals that included performance measures was placed on the Department of Health and Human Services' website between on January 16, 2013 and January 25, 2013. The Request for Proposals sought services statewide. Only one proposal was received for this region.

After a thorough review of the proposals by the evaluation committee, Dartmouth Hitchcock Medical Center was selected to provide a Child Development Clinic in Lebanon. A Bid Summary showing a comparison of the Dartmouth Hitchcock Medical Center to all other proposals in this category is attached.

The Department has been contracting with the Dartmouth Hitchcock Medical Center for 33 years for provision of a Child Development Program and is pleased with their performance under previous agreements.

Should Governor and Executive Council determine not to authorize this request approximately 50-100 children ages zero to seven years old with developmental delays and special health care needs will not have access to interdisciplinary specialty diagnostic clinics. This will result in extended wait times for diagnostic workups and a delay in qualifying for and accessing early specialty care.

This agreement has a provision to extend this award for up to two additional years contingent upon satisfactory service, sufficient funding and the approval of Governor and Executive Council.

Area served: Grafton County and statewide, if needed.

Source of funds: 30% Federal from Title V Block Grant and 70% General funds.

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

Respectfully submitted,

Nancy L. Rollins

Nancy L. Rollins
Associate Commissioner

Approved by:

Nicholas A. Toumpas
Commissioner

EAC/mm

Child Development Program

Service Area	Agency Name	Average Bid Score	Contract Award SFY 2014	Contract Award SFY 2015
Manchester (Keene satellite), Lancaster and Laconia Sites	Child Health Services, Inc.	90	$515,186.90	$515,186.90
Lebanon Site	Mary Hitchcock Memorial Hospital	85	$137,649.49	$137,649.49

Attachment II

SCORING SUMMARY SHEET

REQUEST FOR APPLICATIONS

CHILD DEVELOPMENT PROGRAM

Applicant: *Mary Hitchcock Memorial Hospital
Site: Lebanon Child Development Clinic Program

	Total Available	Average Score
1. Individual Qualification/Capacity	40 points	37
2. Program Structure/Plan of Operation	45 Points	37
3. Budget Justification	10 Points	7
4. Format	5 Points	4
Total	**100 Points**	**85**

Reviewers:

Diane McCann, RN, MS, PNP, Retired State Employee effective June 30, 2004 from the full-time position of Public Health Program Manager for Clinical Services at Special Medical Services.

Diana Dorsey, M.D., Pediatric Consultant, Special Medical Services Section.

Alicia M. L'Esperance, Program Manager, Partners in Health Program.

*This was the only proposal received for the Child Development Clinic Program for this service area.

Attachment III

Mary Hitchcock Memorial Hospital

FY 2014 – 2015 Service Map

Subject: Child Development Program - Grafton, Sullivan and Cheshire Counties

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Special Medical Services Section Bureau of Developmental Services Division of Community Based Care Services		**1.2 State Agency Address** 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Mary Hitchcock Memorial Hospital		**1.4 Contractor Address** One Medical Center Drive Lebanon, NH 03756	
1.5 Contractor Phone Number 603-646-3007	**1.6 Account Number** 010-093-5191-561-0911	**1.7 Completion Date** June 30, 2015	**1.8 Price Limitation** $275,303.85
1.9 Contracting Officer for State Agency Nancy L. Rollins, Associate Commissioner		**1.10 State Agency Telephone Number** 603-271-8181	
1.11 Contractor Signature James Weinstein		**1.12 Name and Title of Contractor Signatory** Dr. James N. Weinstein, CEO & President	

1.13 Acknowledgement: State of New Hampshire, County of Grafton

On 7-18-2013, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or ~~Justice of the Peace~~

FAITH E. JOHNSTON MY COMMISSION EXPIRES OCT. 29, 2013 NOTARY PUBLIC NEW HAMPSHIRE

Faith Johnston

1.13.2 Name and Title of Notary or ~~Justice of the Peace~~

JOHNSTON, Notary

1.14 State Agency Signature Nancy L. Rollins	**1.15 Name and Title of State Agency Signatory** Nancy L. Rollins, Associate Commissioner
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: Jeanne P. Herrick, Attorney	On: 19 sept. 2013
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: 7-18-13

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: JW

Date: 7-18-13

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.

Contractor Initials: JW
Date: 7-17-13

NH Department of Health and Human Services

STANDARD EXHIBIT A

SCOPE OF SERVICES

DATE: **Commencing upon date of Governor and Council approval or July 1, 2013, whichever is later, thrugh June 30, 2015.**

CONTRACT PERIOD: **July 1, 2013 to June 30, 2015**

CONTRACTOR:

NAME: **Mary Hitchcock Memorial Hospital**

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

TELEPHONE: **603-653-1205**

FAX: **(603) 653-1205**

EMAIL: **Douglas.W.Whittlesey@hitchcock.org**

EXECUTIVE DIRECTOR: **Dr. James N. Weinstein, CEO and President**

The Child Development Program Network will focus on providing coordinated, culturally-sensitive, family-centered and community-based, comprehensive interdisciplinary assessments of children (from birth to 7 years of age) with developmental issues.

1. General Provisions:

A. The Contractor will consult with the Department of Health and Human Services, Special Medical Services Section (the Department) regarding planning, resource location, coordination of community-based services and offering of 18 interdisciplinary child development clinics.

B. Program activities include attendance at scheduled Child Development Network Meetings, and additional activities as assigned by the Administrator or designee, Department.

C. In the event of a vacancy in any of the positions, the Contractor shall recruit for the position(s). The Department shall maintain final approval in the selection process.

D. In addition, the Department retains the right to reorganize services in the event of a vacancy to ensure continuity of service delivery.

E. The Contractor will provide documentation of program accomplishments and clinical statistics through the reporting mechanism established by the Department's administrative staff. Completes an annual report of activities and identified needs in an approved format and timeframe. Also, additional information may be requested at any time during the contract period, which the Contractor shall be required to submit.

2. Regional Team Composition and Coordination of Services
The **Contractor** shall identify developmental pediatrician(s), community-based psychologists, allied health providers and local coordinators to participate as members of the interdisciplinary team performing child assessments, and assisting in the establishment of a plan of care for the child and family in each Regional Project Site.

2.1. The Developmental Pediatrician(s) shall be licensed by the State of New Hampshire, Board of Registration in Medicine. He/She shall have completed fellowship training in child development, developmental disabilities, rehabilitative medicine or have equivalent training and experience. He/She shall have at least five (5) years experience working with families who have children with developmental issues and/or birth defects in a clinical setting.

2.1.1. He/She must have demonstrated strong interpersonal skills in communication with primary care physicians, local early intervention and education agencies, allied health professionals and families.

2.1.2. He/She must be able and willing to travel within the region on assignment.
2.1.3. He/She must be familiar with standardized cognitive assessments and their applicability to children with specific disabilities.

2.2. The Community-Based Psychologist shall be licensed by the New Hampshire Board of Examiners of Psychologists as a certified psychologist, and shall possess a Doctorate degree from a recognized college or university with a major emphasis in child psychology.

2.2.1. He/She shall have knowledge of the principles and practices of developmental and child psychology such as are required for assessment and treatment of infants and young children, birth to 7 years of age. Skill in behavioral observation, psychological testing (cognitive functioning), scoring and interpretation, consultation and counseling.

2.2.2. He/She shall have ten (10) years experience in child psychology, three (3) of which should be serving high-risk infants, young children and their families within a family/developmental context.

2.2.3. He/She must be able to work with children and other health professionals within a multidisciplinary framework.

2.2.4. He/She must be able and willing to travel within the region on assignment.

2.2.5. He/She shall work under the leadership of and take clinical direction from the Developmental Pediatrician at the Regional Project Site.

2.2.6. Required Psychologist activities shall consist of, but not be limited to, the following:

a) Selects and administers psychological tests and other diagnostic procedures, including techniques for measuring functioning, as part of the assessment process at assigned regional child development clinics.
b) Records, scores, analyzes and interprets psychological tests and observations of child's behavior. Prepares interpretive reports to be included as part of the child development evaluation report of findings and recommendations of care.
c) Participates as a member of the child development diagnostic evaluation/consultation team as appropriate in the child/family-centered conference.
d) Meets with appropriate school personnel for observation of the child in the classroom, or in consultation about behavior problems of concern in school.
e) Represents the consultation team and/or regional community team in interagency or school conferences as appropriate in planning for community services on behalf of children and families seen at the Regional Project Site or community-based program.

3. Required Contractor activities shall include, but not be limited to, the following:

3.1. The Contractor shall identify an individual at the Regional Project Site to be the Regional Child Development Coordinator.

3.1.1. Minimum Qualifications: The Regional Child Development Coordinator shall be a nurse, social worker or early childhood educator with at least five (5) years experience in working with families and young children in a coordinator role.

3.1.2. Required activities of the Regional Child Development Coordinator shall include, but may not be limited to, the following:

3.1.3. Clinical Assessment:

a) Processing referrals, gathering appropriate health, developmental and educational information, and scheduling for services.
b) Providing information and support to the family from the initial referral to discharge.
c) Summarizing pertinent data to other team members prior to evaluation.
d) Preparing and integrating the family assessment into the evaluation and clinical report.
e) Assuring accuracy, organization and completeness of final clinic reports.
f) Assuring and monitoring the follow-up of team recommendations.
g) Maintaining client records and confidentiality.

3.1.4. Community Relations:

a) Informing and interpreting to other community agencies the Regional Child Development Program's philosophy and policies.

b) Working with the Child Development consultation team and/or regional community team to utilize community resources for children and families; knowledge of area resources.
c) Assuring the Regional Child Development Program's representation in appropriate community-based interagency planning groups.

3.1.5. Program Management:

a) Systematic organizing of the intake, scheduling and record keeping process.
b) Supervising support staff to carry out delegated functions.
c) Arranging for an appropriate facility for clinic and/or community consultation.
d) Facilitating consultation team and/or regional community team interaction at clinic and/or at community site visits.
e) Participating in program planning at the Department's evaluation of child development services.
f) Participating in scheduled Statewide Child Development Program Network meetings to include planning and evaluation of the coordinator role and activities.

3.2. Services of the Regional Child Development Team shall include the following activities, as appropriate, on behalf of each referred child and family, and shall be provided in cooperation with the primary care physician who is serving the child, and other local human service/education agencies.

3.2.1. Early Identification/Case finding of Infants/Young Children Diagnosed or At Risk for Altered Developmental Progress or Irregularities

a) Provide outreach to the local primary care physicians and other community-based agencies within each Regional Project Site. Outreach methodology shall be defined by the Contractor as appropriate to each child, family and community.

3.2.2. Diagnostic Evaluation Services to Referred Infants/Young Children Using a Family-Centered Approach

3.2.3. Intake Assessment:

a) The Regional Child Development Coordinator shall accept all referrals, and collect health records and educational/developmental information for use in service plan development, and for identifying additional referral needs and future service provisions.
b) The Regional Child Development Coordinator shall collect family information through the completion of a questionnaire, direct interview and/or home visit.

c) Once intake information is completed, the Regional Child Development Coordinator shall complete an initial data sheet on the child and family, and distribute the information to members of the Child Development Team.

3.2.4. Triage Procedures

a) The Regional Child Development Team shall meet to determine disposition of referrals and services to be provided.

b) In response to early intervention entitlement under Part C, 0-3 year old referrals shall be triaged in accordance with the following: referral by the primary care physician; referral by the Area Agency/Early Intervention Program; or second opinion by the family.

3.2.5. Evaluation Services:

a) At a minimum, the diagnostic evaluation shall consist of the following: pediatric neurodevelopment examination; an assessment of current developmental functioning; a cognitive evaluation; and a family assessment. A review of the child's current educational and treatment program will be completed when indicated. Other evaluations may be done at the discretion of the Regional Child Development Team.

b) Efforts shall be made to integrate past data and to avoid duplication of evaluations previously performed by other physicians and/or professionals.

c) Invitations to attend the evaluation with the family's consent shall be extended to the primary care physician or other individuals as appropriate.

d) The Regional Child Development Team shall prepare a written report of the diagnostic evaluation documenting findings and determining the types of services that will assist the family in managing the health, developmental or educational needs of the child as well as the family. Reports shall be disseminated to parents and appropriate community professionals as designated by the family in within 30 days of completion of Clinic evaluation components.

3.2.6. Consultation, Education, Technical Assistance to other Community Agencies

a) As appropriate for each child and family, alternative services to the diagnostic evaluation may be requested by the referring agency and may include the following: observation of the child at school, home or day care setting; individual consultation with families and/or community-based providers; or in-service and technical assistance for community-based professionals. These services shall be reviewed and approved by the consultation team and/or regional child development team based on triage criteria.

b) Integration of a member of the consultation team and/or regional child development team into the local community developmental or educational team for the purpose of evaluation of a particular child and family.

c) Referral to other specialty care providers and review of findings to determine further need for diagnostic evaluation services.

3.3. Accountabilities:

3.3.1. The Contractor shall document collaboration by indicating individuals present at team evaluation, consultation/TA meeting, and/or record review and their agency affiliation (Encounter Form).

3.3.2. The Contractor shall document family involvement by count of number of face-to-face encounters with family members (Encounter Form).

3.3.3. The Contractor shall submit Quarterly Reports, that support the identified performance measures for children evaluated at the interdisciplinary clinic, and encounter forms (provided by the Department) at least monthly to the Department to include:

a) Direct Services:
- Completed Client Data sheets ("Short Application") for all children receiving services
- Number of direct (hands-on) diagnostic evaluations performed with full consultation team complement.
- Number of evaluations performed by each consultation team member in concert with a community-based program.
- Number of parent/school conferences held and who attended.
- Number of outreach consultations to local MD's and method.
- The date and format the Outpatient Satisfaction Inventory (OSI) for Child Development was sent to all parents/caregivers, demonstrating distribution to 100% of parents/caregivers, within 10 business days of the clinic.
- A quarterly summary of the complaints received/resolved through the contractor's formal complaint and resolution process. This process shall accept all forms of complaints (i.e.: verbal, written, comments on the OSI, etc). Quarterly report format will include the number of complaints received and status of resolution, in accordance with approved process.

b) Consult/Technical Assistance/Education:
- Number of consults provided and to whom.
- Number of in-services/trainings/educational sessions presented to include topic/who presented/who attended (agency affiliation) and location.

c) Community Planning Meetings:
- Number of community planning meetings held to include who attended (agency affiliation) and outcome.

3.4. Completes an annual report of accomplishments and activities.

NH Department of Health and Human Services

STANDARD EXHIBIT B

METHODS AND CONDITIONS PRECEDENT TO PAYMENT

1. The Contract Price shall not exceed $275,303.85. Payments shall be made during SFY 2014 and SFY 2015 in accordance with the Budget attachment. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

2. Reimbursements for services provided shall be made by the State on a monthly basis after receipt, review and approval of monthly expenditure reports submitted by the Contractor to the State. These reports, which are based on a budget approved by the State, shall be in a form satisfactory to the State and shall be submitted no later than twenty (20) working days after the close of the month. In addition to the monthly expenditure reports required and not later than sixty (60) days after the end of the budget period, the Contractor shall submit a final expenditure report in a form satisfactory to the State.

3. The Contractor agrees to use and apply all payments made by the State for direct and indirect costs and expenses including, but not limited to, personnel costs and operating expenses related to the Services. 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 payments for capital additions or improvements, dues to societies and organizations, entertainment costs or any other costs not approved by the State. The Contractor must also have written authorization from the State prior to purchasing any equipment with a cost in excess of five hundred dollars ($500) and/or with a useful life beyond one (1) year.

4. The Contractor agrees that, to the extent future legislative action by the NH General Court may impact on the services described herein, the State retains the right to modify expenditure requirements under this agreement.

5. The Contractor and/or the State may amend the contract budget through line item increases, decreases or the creation of new line items provided these amendments do not exceed the Contract Price. Such amendments shall only be made upon written request to and written approval by the State with programmatic justification.

6. In the event of a vacancy in any of the key personnel positions, the Special Medical Services Section is authorized to direct any and all budget revisions deemed necessary and appropriate by the Administrator to assure continuity of services as outlined in Exhibit A, including the cost of advertisement.

7. The Contractor shall be paid only for the total number of hours actually worked/FTE percentage as designated in the Budget. The total of all payments made to the Contractor for costs and expenses incurred in the performance of the Services during the period of the contract shall not exceed two hundred seventy-five thousand, three hundred three dollars and eighty-five cents ($275,303.85). As directed by the State, funds may be adjusted, if needed and justified, between State fiscal years based upon actual incurred expenses.

NH Department of Health and Human Services

STANDARD 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 funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

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

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

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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 such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

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

10. Audit: Contractor shall submit an annual audit to the Department within 60 days after the close of the Contractor 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 directly 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.

Contractor Initials: JW
Date: 7.18.13

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

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

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

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

14.1 The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part 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. Prior Approval and Copyright Ownership:
All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

16. 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 governmental 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.

17. Subcontractors: DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate

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- Monitor the subcontractor's performance on an ongoing basis
- Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- DHHS shall review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

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: Wherever 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 the time to time.

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

Contractor Initials: JW

Date: 7-18-13

NH Department of Health and Human Services

STANDARD EXHIBIT C-I

ADDITIONAL SPECIAL PROVISIONS

1. Subparagraph 7.2 of the General Provisions of this agreement is hereby amended to read:

"7.2. 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 has a contractual relationship with the State, or who is a State employee or official, elected or appointed, without prior written consent of the State. The Contracting Officer specified in Block 1.9 or his/her successor shall determine whether a conflict of interest exists."

2. Subparagraph 9.3. of the General Provisions of this agreement is deleted and the following paragraph added:

"9.3. The State, and anyone it shall designate, and the Contractor shall have authority to publish, disclose, distribute and otherwise use, in whole or in part, all data, provided such data, when published, disclosed, distributed or otherwise used, shall not disclose any personal identifiers or confidential information as to any individual or organization without the prior written consent of such individual or organization."

3. Paragraph 14. of the General Provisions of this agreement is hereby amended to read:

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

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

4. The following paragraphs shall be added to the General Provisions of this agreement:

"22.1. Records and Accounts Between the Effective Date and the date seven (7) years after the Completion Date, the Contractor shall keep detailed accounts of all expenses incurred in connection with the Services including, but not limited to, costs of administration, transportation, insurance, telephone calls and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents."

"22.2. Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Contractor's normal business hours and as often as the State shall demand, the Contractor shall make available to the State all records pertaining to matters covered by this agreement. The Contractor shall permit the State to audit, examine and reproduce such records and to make audits of all invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined) and other information relating to all matters covered by this agreement. As used in this paragraph, "Contractor" includes all persons, natural or fictional, affiliated with, controlled by or under common ownership with, the entity identified as the Contractor in Block 1.3 of these General Provisions."

"22.3. Inspection of Work Performed: The State or an authorized representative shall, at all reasonable times, have the right to enter into Contractor's premises, or such other places where duties under the contract are being performed, to inspect, monitor or otherwise evaluate the work being performed. The Contractor and all subcontractors must provide access to all reasonable facilities and assistance for State representatives. All inspections and evaluations shall be performed in sushi manner as will not unduly delay work."

"22.4. Under the provisions of the Contract, personnel benefits for the Key Personnel shall be consistent with and in accordance to any adopted personnel policies of the contractor specified in Block 1.3. Health insurance benefits shall be designated by the Contract Budget."

"22.5. Third-Party Reimbursement and other sources of health services funding. The Contractor in Block 1.3 shall recover, to the maximum extent feasible, third-party revenues to which it is entitled for health services provided. Beneficiaries will not have any charges levied against them. Procedures outlined by Contractor in Block 1.3 shall identify all persons served who are eligible for third-party reimbursement, and shall be implemented at all contract sites. All income generated through third-party reimbursement shall be retained by the Contractor for the activities identified in Standard Exhibit A: Scope of Services. Records of the earnings and disposition of income must be maintained in the same manner as outlined in paragraph 22.1."

5. Following the approval by the Governor and Executive Council, this contract shall commence on or about July 1, 2013 and terminate on June 30, 2015, with an option for renewal by way of a 2-year extension (July 1, 2015 – June 30, 2017) subject to availability of funding and priorities, satisfactory performance of the Scope of Services by the Contractor, mutual agreement by the parties and approval of contract renewals by the Governor and Executive Council.

6. 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 identified in block 1.6, or any other account, in the event funds are reduced or unavailable.

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 of 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 5151-5160 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(c) 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 certificate 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 03301-6505

(A) 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 employees 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;

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(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).

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

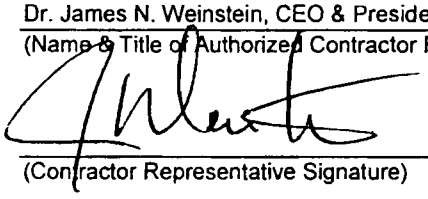
Place of Performance (street address, city, county, state, zip code) (list each location)

One Medical Center Drive, Hanover, NH 03755

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

Mary Hitchcock Memorial Hospital — From: 7/1/2013 To: 6/30/2015
(Contractor Name) (Period Covered by this Certification)

Dr. James N. Weinstein, CEO & President
(Name & Title of Authorized Contractor Representative)



7/16/13
(Contractor Representative Signature) (Date)

Contractor Initials: JW
Date: 7-16-13

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 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 a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(Contractor Representative Signature)	Dr. James N. Weinstein, CEO & President (Authorized Contractor Representative Name & Title)
Mary Hitchcock Memorial Hospital (Contractor Name)	7/18/13 (Date)

NH Department of Health and Human Services

STANDARD EXHIBIT F

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. 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 transaction," "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 rules 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 be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

Contractor Initials: JW

Date: 7-18-13

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 Transactions," 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 of 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 (l)(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).

Contractor Initials: _____

Date: 7-18-13

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.

(Contractor Representative Signature)	Dr. James N. Weinstein, CEO & President (Authorized Contractor Representative Name & Title)
Mary Hitchcock Memorial Hospital (Contractor Name)	7/19/13 (Date)

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 Representative Signature)	Dr. James N. Weinstein, CEO & President (Authorized Contractor Representative Name & Title)
Mary Hitchcock Memorial Hospital (Contractor Name)	7/19/13 (Date)

NH Department of Health and Human Services

STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

(Contractor Representative Signature)	Dr. James N. Weinstein, CEO & President (Authorized Contractor Representative Name & Title)
Mary Hitchcock Memorial Hospital (Contractor Name)	7-18-13 (Date)

STANDARD EXHIBIT I
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILTY 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 Tile 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, TitleXIII, 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.

Contractor Initials: [signature]

Date: 7.17.13

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.

Contractor Initials: GW
Date: 7/18/13

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

Division of Community-Based Care Services Bureau of Dev. Services, Special Medical Services	Mary Hitchcock Memorial Hospital
The State Agency Name	Name of the Contractor
Nancy L. Rollins	
Signature of Authorized Representative	Signature of Authorized Representative
Nancy L. Rollins	Dr. James N. Weinstein
Name of Authorized Representative	Name of Authorized Representative
Associate Commissioner	CEO & President
Title of Authorized Representative	Title of Authorized Representative
12 Sept. 2013	
Date	Date

NH Department of Health and Human Services

STANDARD EXHIBIT J

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

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

In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any subaward 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 Subaward 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.

	Dr. James N. Weinstein, CEO & President
(Contractor Representative Signature)	(Authorized Contractor Representative Name & Title)
Mary Hitchcock Memorial Hospital	
(Contractor Name)	(Date) 7/18/13

Contractor initials: JW
Date: 7-18-13

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: 069910247

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, subgrants, and/or cooperative agreements?

X NO _____ YES

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

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

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

_____ 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: N/A

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

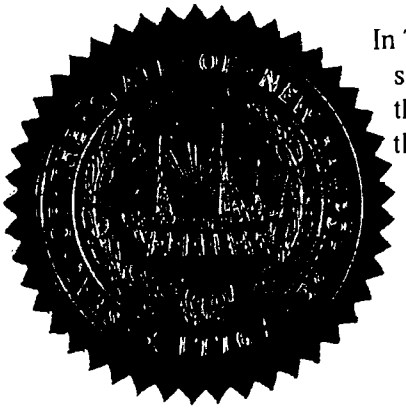
Name: _____ Amount: _____

Name: _____ Amount: _____

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that MARY HITCHCOCK MEMORIAL HOSPITAL is a New Hampshire nonprofit corporation formed August 7, 1889. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 30th day of April A.D. 2013

William M. Gardner
Secretary of State

State of New Hampshire
Department of State

CERTIFICATE

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

In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 1st day of May A.D. 2013

William M. Gardner
Secretary of State

Dartmouth-Hitchcock

Mary Hitchcock Memorial Hospital
1 Medical Center Drive
Lebanon, NH 03756
Dartmouth-Hitchcock.org

CERTIFICATE OF VOTE/AUTHORITY

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

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

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

   "In exercising this [fiduciary] duty, the Board may, consistent with the Corporation's Articles of Agreement and these Bylaws, delegate authority to the Board of Governors, Board Committees and various officers the right to give input with respect to issues and strategies, incur indebtedness, make expenditures, enter into contracts and agreements and take such other binding actions on behalf of the Corporation as may be necessary or desirable."
3. Article I – Section A, as referenced above, provides authority for the chief officers, including the Chief Executive Officer and Chief Financial Officer, of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital to sign and deliver, either individually or collectively, on behalf of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital.
4. Dr. James N. Weinstein is the Chief Executive Officer of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital and therefore has the authority to enter into contracts and agreements on behalf of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital.

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

Jennie L. Norman, Secretary

STATE OF NH

COUNTY OF GRAFTON

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

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

FAITH E. JOHNSTON
MY COMMISSION EXPIRES OCT. 26, 2016
NOTARY PUBLIC
NEW HAMPSHIRE