



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

MST  
50

*BUREAU OF DEVELOPMENTAL SERVICES*

Nicholas A. Toumpas  
 Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857  
 603-271-4488 1-800-852-3345 Ext. 4488  
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Nancy L. Rollins  
 Associate Commissioner

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 will 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.

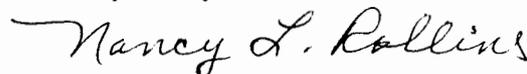
This agreement has a provision to extend this award for up to two additional years contingent upon satisfactory service, sufficient funding and the approval of Governor and Executive Council.

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  
Associate Commissioner

Approved by:



Nicholas A. Toumpas  
Commissioner

**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            |

**SCORING SUMMARY SHEET**  
**REQUEST FOR APPLICATIONS**  
**CHILD DEVELOPMENT PROGRAM**

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

|  | <b>Total Available</b> | <b>Average Score</b> |
|--|------------------------|----------------------|
| 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                    |
| <b>Total</b>                           | <b>100 Points</b>      | <b>85</b>            |

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.

**Mary Hitchcock Memorial Hospital**

**FY 2014 – 2015 Service Map**



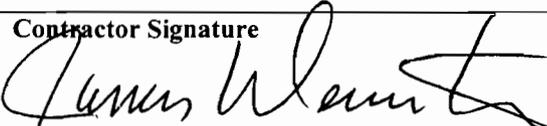
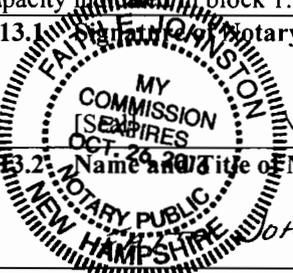
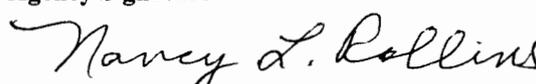
Subject: Child Development Program - Grafton, Sullivan and Cheshire Counties

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

|  |  |  |   |
|--|--|--|---|
| <b>1.1 State Agency Name</b><br>Special Medical Services Section<br>Bureau of Developmental Services<br>Division of Community Based Care Services  |  | <b>1.2 State Agency Address</b><br>129 Pleasant Street<br>Concord, NH<br>03301-3857              |   |
| <b>1.3 Contractor Name</b><br>Mary Hitchcock Memorial Hospital   |  | <b>1.4 Contractor Address</b><br>One Medical Center Drive<br>Lebanon, NH<br>03756                |   |
| <b>1.5 Contractor Phone Number</b><br>603-646-3007   | <b>1.6 Account Number</b><br>010-093-5191-561-0911 | <b>1.7 Completion Date</b><br>June 30, 2015  | <b>1.8 Price Limitation</b><br>\$275,303.85 |
| <b>1.9 Contracting Officer for State Agency</b><br>Nancy L. Rollins, Associate Commissioner  |  | <b>1.10 State Agency Telephone Number</b><br>603-271-8181  |   |
| <b>1.11 Contractor Signature</b><br>  |  | <b>1.12 Name and Title of Contractor Signatory</b><br>Dr. James N. Weinstein, CEO & President    |   |
| <b>1.13 Acknowledgement:</b> State of <u>New Hampshire</u> , County of <u>Grafton</u><br>On <u>7-18-2013</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12. |  |  |   |
| <b>1.13.1 Name and Title of Notary Public or Justice of the Peace</b><br> <u>Faith Johnston</u>   |  |  |   |
| <b>1.13.2 Name and Title of Notary or Justice of the Peace</b><br><u>FAITH JOHNSTON, Notary</u>  |  |  |   |
| <b>1.14 State Agency Signature</b><br>  |  | <b>1.15 Name and Title of State Agency Signatory</b><br>Nancy L. Rollins, Associate Commissioner |   |
| <b>1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b><br>By: _____ Director, On: _____  |  |  |   |
| <b>1.17 Approval by the Attorney General (Form, Substance and Execution)</b><br>By: <u>Jeane P. Herrick, Attorney</u> On: <u>19 sept. 2013</u>   |  |  |   |
| <b>1.18 Approval by the Governor and Executive Council</b><br>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.

*JW*  
7-13-13

**8. EVENT OF DEFAULT/REMEDIES.**

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

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

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

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

**9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

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

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

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

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

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

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

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

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

**14. INSURANCE.**

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

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

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

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

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

Contractor Initials:                       
Date:



**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, through 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.

Contractor Initials:     *JW*    

Date:     7-18-13

## 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;

**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.

**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

- 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.

NH Department of Health and Human Services

STANDARD EXHIBIT C-1

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 a 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;

- (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

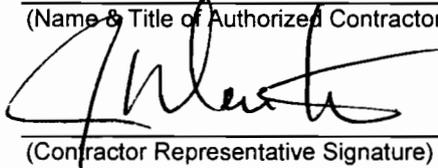
From: 7/1/2013 To: 6/30/2015

(Contractor Name)

(Period Covered by this Certification)

Dr. James N. Weinstein, CEO & President

(Name & Title of Authorized Contractor Representative)



(Contractor Representative Signature)

7/18/13

(Date)

Contractor Initials:   JW    
Date:   7-18-13

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

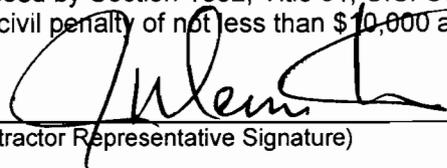
Contract Period: July 1, 2013 through June 30, 2015

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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)

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Mary Hitchcock Memorial Hospital  
(Contractor Name)

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7/18/13  
(Date)

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**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.

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**

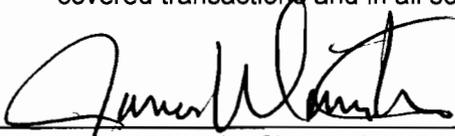
- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (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 (1)(b) of this certification; and
  - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

**LOWER TIER COVERED TRANSACTIONS**

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

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

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

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

Contractor Initials:   JW    
Date:   7-18-13

**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)

Contractor Initials: 7/18/13  
 Date: JW

## NH Department of Health and Human Services

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

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

**BUSINESS ASSOCIATE AGREEMENT**

**(1) Definitions.**

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

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

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

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

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

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

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

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

**(4) Obligations of Covered Entity**

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

(5) **Termination for Cause**

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

(6) **Miscellaneous**

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

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

Division of Community-Based Care Services  
Bureau of Dev. Services, Special Medical Services  
The State Agency Name

Mary Hitchcock Memorial Hospital  
Name of the Contractor

*Nancy L. Rollins*  
Signature of Authorized Representative

*[Handwritten Signature]*  
Signature of Authorized Representative

Nancy L. Rollins  
Name of Authorized Representative

Dr. James N. Weinstein  
Name of Authorized Representative

Associate Commissioner  
Title of Authorized Representative

CEO & President  
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

(Date)

7/18/17

Contractor initials:   JW  

Date:   7-18-17  

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NH Department of Health and Human Services

STANDARD EXHIBIT J

FORM A

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

1. The DUNS number for your entity is:

069910297

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

NO

YES

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

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

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

Contractor initials: pw

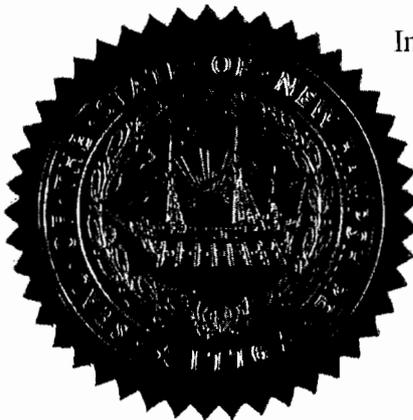
Date: 7-18-13

Page # 33 of Page # 33

# 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 30<sup>th</sup> day of April A.D. 2013

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

William M. Gardner  
Secretary of State

# State of New Hampshire Department of State

## CERTIFICATE

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



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

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

William M. Gardner  
Secretary of State

**CERTIFICATE OF VOTE/AUTHORITY**

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

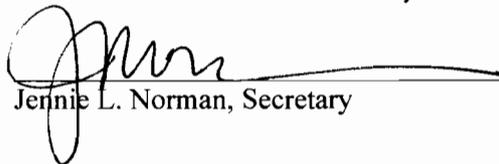
1. I am the duly elected Secretary of the Board of Trustees of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital;
2. The following is a true and accurate excerpt from the December 7<sup>th</sup>, 2012 Bylaws of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital:

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

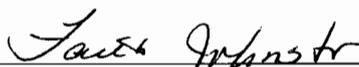
“In exercising this [fiduciary] duty, the Board may, consistent with the Corporation’s Articles of Agreement and these Bylaws, delegate authority to the Board of Governors, Board Committees and various officers the right to give input with respect to issues and strategies, incur indebtedness, make expenditures, 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, SecretarySTATE OF NHCOUNTY OF GRAFTON

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

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

|                                 |                             |
|---------------------------------|-----------------------------|
| <b>CERTIFICATE OF INSURANCE</b> | <b>DATE:</b><br>May 2, 2013 |
|---------------------------------|-----------------------------|

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

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

**INSURED**  
Mary Hitchcock Memorial Hospital  
1 Medical Center Drive  
Lebanon, NH 03756-0001

**COMPANY AFFORDING COVERAGE**  
  
**Hamden Assurance Risk Retention Group, Inc.**

**COVERAGES**

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

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

**DESCRIPTION OF OPERATIONS/ LOCATIONS/ VEHICLES/ SPECIAL ITEMS (LIMITS MAY BE SUBJECT TO RETENTIONS)**  
**MARY HITCHCOCK MEMORIAL HOSPITAL EVIDENCE OF COVERAGE FOR GENERAL LIABILITY.**  
 We have been advised that Mary Hitchcock Memorial Hospital has a Child Development Clinic Services Grant (July 1, 2013 to June 30, 2015) with the New Hampshire Department of Health & Human Services. Certificate of Insurance sent to Nancy L. Rollins, Associate Commissioner. New Hampshire Department of Health & Human Services, 129 Pleasant Street, Concord, NH 03301-3857.

**CERTIFICATE HOLDER**  
 New Hampshire Department of Health & Human Services  
 129 Pleasant Street  
 Concord, NH 03301-3857  
 (Contact: Insurance Coordinator 603-653-1249)

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



**AUTHORIZED REPRESENTATIVES**

*Jeanine Jordan - Grant*

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).

| <b>PRODUCER</b> Lockton Companies, LLC Denver<br>8110 E. Union Avenue<br>Suite 700<br>Denver CO 80237<br>(303) 414-6000 | <b>CONTACT NAME:</b><br>PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____<br>E-MAIL ADDRESS: _____  |        |                               |  |        |             |  |       |             |                                    |       |             |                                  |       |             |  |  |             |  |  |             |  |
|---|--|--------|-------------------------------|--|--------|-------------|--|-------|-------------|------------------------------------|-------|-------------|----------------------------------|-------|-------------|--|--|-------------|--|--|-------------|--|
|   | <table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A :</td> <td>National Fire Insurance Co of Hartford</td> <td>20478</td> </tr> <tr> <td>INSURER B :</td> <td>Midwest Employers Casualty Company</td> <td>23612</td> </tr> <tr> <td>INSURER C :</td> <td>Transportation Insurance Company</td> <td>20494</td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </tbody> </table> |        | INSURER(S) AFFORDING COVERAGE |  | NAIC # | INSURER A : | National Fire Insurance Co of Hartford | 20478 | INSURER B : | Midwest Employers Casualty Company | 23612 | INSURER C : | Transportation Insurance Company | 20494 | INSURER D : |  |  | INSURER E : |  |  | INSURER F : |  |
| INSURER(S) AFFORDING COVERAGE   |  | NAIC # |                               |  |        |             |  |       |             |                                    |       |             |                                  |       |             |  |  |             |  |  |             |  |
| INSURER A :   | National Fire Insurance Co of Hartford   | 20478  |                               |  |        |             |  |       |             |                                    |       |             |                                  |       |             |  |  |             |  |  |             |  |
| INSURER B :   | Midwest Employers Casualty Company   | 23612  |                               |  |        |             |  |       |             |                                    |       |             |                                  |       |             |  |  |             |  |  |             |  |
| INSURER C :   | Transportation Insurance Company   | 20494  |                               |  |        |             |  |       |             |                                    |       |             |                                  |       |             |  |  |             |  |  |             |  |
| INSURER D :   |  |        |                               |  |        |             |  |       |             |                                    |       |             |                                  |       |             |  |  |             |  |  |             |  |
| INSURER E :   |  |        |                               |  |        |             |  |       |             |                                    |       |             |                                  |       |             |  |  |             |  |  |             |  |
| INSURER F :   |  |        |                               |  |        |             |  |       |             |                                    |       |             |                                  |       |             |  |  |             |  |  |             |  |
| <b>INSURED</b> Dartmouth College<br>1316233 53 South Main Street, Suite 212<br>Hanover NH 03755                         |  |        |                               |  |        |             |  |       |             |                                    |       |             |                                  |       |             |  |  |             |  |  |             |  |

**COVERAGES DARCO02 CERTIFICATE NUMBER: 10574729 REVISION NUMBER: XXXXXXXX**

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   |
|----------|---|-----------|----------|-------------------------------------|-------------------------|-------------------------|--|
|          | <b>GENERAL LIABILITY</b><br><input type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br><hr/> GENL AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |           |          | NOT APPLICABLE                      |                         |                         | EACH OCCURRENCE \$ XXXXXXXX<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX<br>MED EXP (Any one person) \$ XXXXXXXX<br>PERSONAL & ADV INJURY \$ XXXXXXXX<br>GENERAL AGGREGATE \$ XXXXXXXX<br>PRODUCTS - COMP/OP AGG \$ XXXXXXXX<br>\$ |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS  |           |          | NOT APPLICABLE                      |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX<br>BODILY INJURY (Per person) \$ XXXXXXXX<br>BODILY INJURY (Per accident) \$ XXXXXXXX<br>PROPERTY DAMAGE (Per accident) \$ XXXXXXXX<br>\$  |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$  |           |          | NOT APPLICABLE                      |                         |                         | EACH OCCURRENCE \$ XXXXXXXX<br>AGGREGATE \$ XXXXXXXX<br>\$   |
| A<br>C   | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   | Y/N<br>N  | N/A      | 2099375438 (AOS)<br>2099375472 (CA) | 7/1/2013<br>7/1/2013    | 7/1/2014<br>7/1/2014    | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                              |
| B        | Excess Work Comp  | N         | N        | EWC008364                           | 7/1/2013                | 7/1/2014                | WC - Statutory; EL Limit \$1,000,000   |

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

**CERTIFICATE HOLDER**

**CANCELLATION**

RECEIVED

JUL 01 2013

SMS

**10574729**

State of New Hampshire  
Dept of Health and Human Services  
129 Pleasant Street  
Attn: Virginia Smith  
Concord NH 03301-3857

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

*Charles M. McDaniel*



## Report of Independent Auditors

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

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

*PricewaterhouseCoopers LLP*

October 26, 2012

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

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

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

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

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

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

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

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

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

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

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

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

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

**KEY ADMINISTRATIVE PERSONNEL FISCAL YEAR 2014-2015**

Agency Name: Mary Hitchcock Memorial Hospital

| SFY  | NAME                  | POSITION TITLE              | ANNUAL SALARY | % FROM CONTRACT |
|------|-----------------------|-----------------------------|---------------|-----------------|
| 2014 | ① Dr. James Weinstein | CEO & President             | \$930,000     | 0%              |
|      | ② Daniel Jantzen      | COO                         | \$525,000     | 0%              |
|      | ③ Dr. Stephen Mott    | Director of Child Neurology | \$204,000     | 3%              |

|      |                       |                             |                         |    |
|------|-----------------------|-----------------------------|-------------------------|----|
| 2015 | ① Dr. James Weinstein | CEO & President             | \$930,000               | 0% |
|      | ② Daniel Jantzen      | COO                         | \$525,000               | 0% |
|      | ③ Dr. Stephen Mott    | Director of Child Neurology | \$208,080 (anticipated) | 3% |

Contractor Initials: *mw*

Date: 7-18-13

## JAMES NEIL WEINSTEIN

**ADDRESS:**

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

**EMPLOYMENT:**

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

**OTHER POSITIONS:**

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

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

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

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

Dan has been a member of the D-H management team since 1990 where he has served in a variety of financial positions including Vice President of Finance and Chief Financial Officer. Prior to relocating to the Upper Valley, Dan resided in the Boston area where he was a Senior Manager in the Audit Department of KPMG Peat Marwick. Dan spent nine years with KPMG serving clients primarily in the health care, public utilities and financial services industries. His KPMG clients included Dartmouth-Hitchcock, Boston City Hospital and Public Service Company of New Hampshire.

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

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

## 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:

District of Columbia

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

2004 American Board of Psychiatry and Neurology; Neurodevelopmental Pediatrics-Board Certified

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

### 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-present Clinical Associate Professor  
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-present 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

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 Médecine  
Université 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

**Physician License Match Results**

**PHYSICIANS**

License Number: 14663  
License Date: 11/4/2009  
Name: STEPHEN H. MOTT MD  
Address: DHMC - DEPT OF PEDIATRICS  
1 MEDICAL CTR DR  
LEBANON NH 03756  
Phone: 603-653-6060  
Specialty: PD - Pediatrics  
Board Certified: PD - Pediatrics  
School and Year of Graduation: UNIVERSITE CATHOLIQUE DE LILLE 1992  
Internship and Year: MAINE MEDICAL CENTER - PORTLAND, ME 1988  
Residency and Year: MAINE MEDICAL CENTER - PORTLAND, ME 1990  
License Expiration Date: 6/30/2015

**FY 2014-15 Budget  
Dartmouth-Hitchcock - Child Development Clinic Services**

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

Contractor Initials       
Date 7-18-13