



STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6527
 603-271-4501 1-800-852-3345 Ext. 4501
 Fax: 603-271-4827 TDD Access: 1-800-735-2964



Nicholas A. Toumpas
 Commissioner

Marcella Jordan Bobinsky
 Acting Director

May 20, 2015

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to exercise a renewal option and amend a contract with MaineHealth, Purchase Order #1031593, Vendor # 153202-B001, 110 Free Street, Portland, Maine 04101, to continue providing poison control center services, by increasing the Price Limitation by \$1,247,000 from \$1,107,000 to an amount not to exceed \$2,354,000, and by extending the Completion Date from June 30, 2015 to June 30, 2017, effective July 1, 2015 or the date of Governor and Council approval, whichever is later. This agreement was originally approved by Governor and Council on July 10, 2013, Item #47. 10.76% Federal Funds, 85.23% General Funds, and 4.01% Other Funds.

Funds are anticipated to be available in SFY 2016 and SFY 2017 upon the availability and continued appropriation of funds in the future operating budget, with authority to adjust encumbrances between State Fiscal Years through the Budget Office, without further approval from the Governor and Executive Council, if needed and justified.

05-95-90-902010-1228 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,
 HHS: DIVISION OF PUBLIC HEALTH, MATERNAL AND CHILD HEALTH

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Total Amount
2014	102-500731	Contracts for Prog Svc	90001228	520,000	0.00	520,000
2015	102-500731	Contracts for Prog Svc	90001228	520,000	0.00	520,000
2016	102-500731	Contracts for Prog Svc	90001228	0.00	520,000	520,000
2016	102-500731	Contracts for Prog Svc	TBD	0.00	25,000	25,000
			Sub Total	\$1,040,000	\$545,000	\$1,585,000
2017	102-500731	Contracts for Prog Svc	90001228	0.00	520,000	520,000
2017	102-500731	Contracts for Prog Svc	TBD	0.00	25,000	25,000
			Sub Total	\$0.00	\$545,000	\$545,000
			Sub Total	\$1,040,000	\$1,090,000	\$2,130,000

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

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Total Amount
2014	102-500731	Contracts for Prog Svc	90077021	33,500	0.00	33,500
2015	102-500731	Contracts for Prog Svc	90077021	33,500	0.00	33,500
			Sub Total	\$67,000	\$0.00	\$67,000

05-95-90-902510-7545 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,
 HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL,
 EMERGENCY PREPAREDNESS

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Total Amount
2016	102-500731	Contracts for Prog Svc	90077021	0.00	78,500	78,500
2017	102-500731	Contracts for Prog Svc	90077021	0.00	78,500	78,500
			Sub Total	\$0.00	\$157,000	\$157,000
			TOTAL	\$1,107,000	\$1,247,000	\$2,354,000

EXPLANATION

Funds in this agreement will be used to provide poison information and control services, including medical consultation, to New Hampshire residents on a 24-hour per day, 7 days a week basis. As per Revised Statutes Annotated 126-A:49, New Hampshire is responsible for developing or designating a statewide program for poison information and a poison information center that provides information and medical consultation on a daily, 24 hour basis for all New Hampshire residents and health care providers.

Additional funds in this agreement will be utilized to perform the intake and triage of after hours and weekend calls to the DHHS, DPHS, Bureau of Infectious Disease Control (BIDC). Consistent data reports will also be provided to DPHS based on daily activities.

Poison control services are critical because unintentional and intentional poisonings are a significant public health problem in New Hampshire. One of the primary functions of poison information services is to reduce unnecessary and costly utilization of emergency response, emergency department, and primary health care services. Researchers have estimated that nationally, poison center services save at least \$7 in health care costs for every \$1 spent.

In State Fiscal Year 14, the current contractor, MaineHealth, Northern New England Poison Center:

- Managed 11,000 New Hampshire calls, including 9,789 human exposures. The exposures generated more than 9,000 follow-up calls.

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and the Honorable Council

May 20, 2015

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- Provided 316 in-depth consultations and reviewed 151 additional cases by board certified toxicologists. These exposures generated 9,521 follow-up calls.
- Managed 6,844 human exposures (70%) on-site. This is consistent with the 2013 national average
- Had a penetrance (the number of calls per 1,000 population) for human exposures in New Hampshire of 7.4. The national penetrance for human exposure calls in 2012 was 7.2.
- Downloaded data every four to ten minutes to the National Poisoning Data System, which is operated by the American Association of Poison Control Centers.
- Continued the trend of an increase in calls/cases from health care facilities. In the four calendar years from 2010-2013, 10% more health care facilities' cases were managed.

Should Governor and Executive Council not authorize this Request, poison center services would cease to exist.

MaineHealth was selected for this project through a competitive bid process. The Bid Summary is attached.

As referenced in the original letter approved by Governor and Council on July 10, 2013, Item #47, and in the Exhibit C of the Contract, this competitively procured Agreement has the option to renew for two (2) additional year(s), contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council. The Division is exercising this renewal option.

The Contractor successfully fulfilled and achieved the performance measures in the original contract. The Contractor will ensure that the following performance measures are annually achieved and monitored monthly to measure the effectiveness of the amendment agreement:

- Increase to 90% of call cases managed at home of children under six years of age.
- Maintain or exceed the percentage of human poisoning exposure cases in adults 60 and older at a baseline of 8.1%.
- Maintain or exceed the percentage of human poisoning exposure cases at health care facilities at a baseline of 23%.

Area served: Statewide.

Source of Funds: 10.76% Federal Funds from the US Department of Health and Human Services, Centers for Disease Control and Prevention , 4.01% Other Funds from the Department of Safety, and 85.23% General Funds.

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

Respectfully submitted,



Marcella Jordan Bobinsky
Acting Director

Approved by:



Nicholas A. Toumpas
Commissioner

Program Name Poison Center
Contract Purpose Provide poison center services to the whole state
RFP Score Summary

RFA/RFP CRITERIA	Max Pts	MaineHealth, 110 Free Street, Portland, Maine 04101					
Agy Capacity	30	30	0	0	0	0	0
Program Structure	50	45	0	0	0	0	0
Budget & Justification	15	15	0	0	0	0	0
Format	5	5	0	0	0	0	0
Total	100	95	0	0	0	0	0

BUDGET REQUEST							
Year 01		\$553,500	\$0	\$0	\$0	\$0	\$0
Year 02		\$553,500	\$0	\$0	\$0	\$0	\$0
Year 03		\$0	\$0	\$0	\$0	\$0	\$0
TOTAL BUDGET REQUEST		\$1,107,000	\$0	\$0	\$0	\$0	\$0
BUDGET AWARDED							
Year 01		\$553,500	\$0	\$0	\$0	\$0	\$0
Year 02		\$553,500	\$0	\$0	\$0	\$0	\$0
Year 03		\$0	\$0	\$0	\$0	\$0	\$0
TOTAL BUDGET AWARDED		\$1,107,000	\$0	\$0	\$0	\$0	\$0

RFP Reviewers			Qualifications
Name	Title	Dept./Agency	
Mark Andrew	Administrator E	DPHS, DHHS	The reviewers represent seasoned public health administrators and program managers experienced in contract and vendor management, poison prevention and emergency management. Each reviewer was selected for the specific skill set they possess and their experience.
James Esdon	Injury Prevention Manager	Injury Prevention Center, Dartmouth Hitchcock Medical Center	
Rhonda Siegel	Injury Prevention Program Manager	DPHS, Maternal & Child Health	



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the
Poison Control Center Services**

This 1st Amendment to the MaineHealth, contract (hereinafter referred to as "Amendment One") dated this 20th day of April, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and MaineHealth, (hereinafter referred to as "the Contractor"), a corporation with a place of business at 110 Free Street, Portland, ME 04101.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on July 10, 2013, Item #47, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

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

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, and modify the scope of services to support continued delivery of these services, and

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

1. Change the completion date in the P-37, Block 1.7, of the General Provisions to read:

June 30, 2017

2. Change the price limitation in P-37, Block 1.8, of the General Provisions, to read:

\$2,354,000

3. Delete Exhibit A and replace with Exhibit A Amendment #1
4. Delete Exhibit B and replace with Exhibit B Amendment #1
5. Amend Budget to add:
 - Exhibit B-1 Amendment #1 Budget SFY 2016
 - Exhibit B-1 Amendment #1 Budget SFY 2017
6. Delete Exhibit C and replace with Exhibit C Amendment #1
7. Add Exhibit C-1 Revisions to General Provisions
8. Delete Exhibit G and replace with Exhibit G Amendment #1


5/18/15



New Hampshire Department of Health and Human Services

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

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

State of New Hampshire
Department of Health and Human Services

5/12/15
Date

Brook Dupee
Brook Dupee
Bureau Chief

MaineHealth

5/19/15
Date

August G. Sussman
Name: August G. Sussman
Title: VP/HR/HRIS

Acknowledgement:

State of Maine, County of Cumberland on May 19, 2015, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Mechelle Connolly
Signature of Notary Public or Justice of the Peace

Mechelle Connolly
Name and Title of Notary or Justice of the Peace

My Commission Expires: Mechelle Connolly
Notary Public, Maine
My Commission Expires
April 4, 2019

Contractor Initials: AS
Date: 5/19/15



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

OFFICE OF THE ATTORNEY GENERAL

6/4/15
Date

[Signature]
Name: Megan A. Gagnon
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Contractor Initials: [Signature]
Date: 5/10/15



Exhibit A – Amendment #1

SCOPE OF SERVICES

1. General Provisions

1.1. Required Services

The Contractor shall:

- 1.1.1. Operate a poison center that meets the certification criteria established by the American Association of Poison Control Centers
- 1.1.2. Provide a full time (24 hours) hotline service, utilizing the national toll free call number, 1-800-222-1222 (established by the American Association of Poison Control Centers). This hotline will answer calls for both the lay public and healthcare professionals on poisoning emergencies and basic poison prevention non-emergencies.
- 1.1.3. Participate in and submit data to the National Poison Data System, a real-time surveillance system.
- 1.1.4. With respect to bioterrorism and public health emergency response planning, the Contractor shall:
 - a) Provide call-surge backup when requested by the Department of Health and Human Services (DHHS), Division of Public Health Services (DPHS).
 - b) Collaborate with the DHHS to identify and share surveillance data gleaned from poison control center activities that may serve as early warning data for public health threats and emergencies.
 - c) Provide ongoing education, including emergency preparedness and response training, as requested.
 - d) Participate, as requested, in the New Hampshire Health Alert Network notifications for both drills and actual events.
 - e) Perform the intake and triage of after-hours and weekend calls to the DHHS, DPHS, Bureau of Infectious Disease Control (BIDC).
 - f) Develop an on call concept of operations plan with DHHS/DPHS/BIDC and establish payment based upon call volume (frequency and duration of calls).
 - g) Escalate calls to the Administrator On-Call in accordance with established concept of operations and clinical algorithms as needed or determined by DHHS/DPHS.
 - h) Provide a data report to DHHS/DPHS daily in a format consistent with the established concept of operations.
 - i) Review on call plan annually and update in consultation with DHHS/DPHS/BIDC.

ASG

5/21/11



Exhibit A – Amendment #1

1.1.5. Coordinate education activities and strategies with the DHHS/DPHS' Injury Prevention Program, including participating as a member of the Injury Prevention Advisory Council. The Poison Educator shall be physically located within the Injury Prevention Program.

1.1.6. Send staff to meetings and/or training identified by the DHHS/DPHS.

1.2. Quality or Performance Improvement (QI/PI)

The Contractor shall:

1.2.1. Maintain data and reporting requirements.

1.2.2. Provide annual reports, in a format approved by the DHHS/DPHS, documenting data collected on elements that match the data reporting requirements of the National Poison Data System.

1.2.3. Provide a monthly data report to the DHHS/DPHS which shall include updates on services provided, changes in trends, and any delays in service implementation.

1.2.4. Adhere to On-site Reviews

1.2.5. Allow a team or person authorized by the DHHS/DPHS to periodically review the contractor's systems of governance, administration, data collection and submission, programmatic, and financial management in order to assure systems are adequate to provide the contracted services.

1.2.6. Take corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this exhibit.

1.3. Culturally and Linguistically Appropriate Standards of Care

The Contractor shall:

1.3.1. Ensure equal access to quality health services and provide culturally and linguistically appropriate services according to the following guidelines

1.3.2. Assess the ethnic/cultural needs, resources and assets of their community.

1.3.3. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.

1.3.4. When feasible and appropriate, provide clients of limited English proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provided to them without language assistance.

DES

5/21/11



Exhibit A – Amendment #1

- 1.3.5. Offer consumers a forum through which clients have the opportunity to provide feedback to providers and organizations regarding cultural and linguistic issues that may deserve response.
- 1.3.6. Maintain a program policy that sets forth compliance with Title VI, Language Efficiency and Proficiency. The policy shall describe the way in which the items listed above were addressed and shall indicate the circumstances in which interpretation services are provided and the method of providing service (e.g. trained interpreter, staff person who speaks the language of the client or language line).
- 1.4. **State and Federal Laws**
 - 1.4.1. The Contractor shall be responsible for compliance with all relevant state and federal laws. Special attention is called to the following statutory responsibilities:
 - 1.4.2. Ensure that all persons employed by the contractor shall comply with the reporting requirements of New Hampshire RSA 169:C, Child Protection Act; RSA 161:F46, Protective Services to Adults, RSA 631:6, Assault and Related Offences.
- 1.5. **Relevant Policies and Guidelines**
 - 1.5.1. The Contractor shall adhere to the Health Insurance Portability and Accountability Act requirements to maintain the confidentiality of protected health information provided by individuals who contact the poison control center.
- 1.6. **Publications Funded Under Contract**
 - 1.6.1. The DHHS and/or its funders will retain COPYRIGHT ownership for any and all original materials produced with DHHS contract funding, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports.
 - 1.6.2. All documents (written, video, audio, electronic) produced, reproduced, or purchased under the contract shall have prior approval from DPHS before printing, production, distribution, or use.
 - 1.6.3. The Contractor shall credit DHHS on all materials produced under this contract following the instructions outlined in Exhibit C (14).
- 1.7. **Subcontractors**
 - 1.7.1. If any services required by this Exhibit are provided, in whole or in part, by a subcontracted agency or provider, the Division of Public Health Services (DPHS), Maternal and Child Health Section must be notified in writing and approve the subcontractual agreement, prior to initiation of the subcontract.

BSG

5/12/15



Exhibit A – Amendment #1

- 1.7.2. In addition, the original DPHS Contractor will remain liable for all requirements included in this Exhibit and carried out by subcontractors.
- 1.7.3. The Contractor shall utilize its wholly owned subsidiary, Maine Medical Center, to perform some of its obligations under this Agreement, including providing hotline and administrative staff. Maine Medical Center shall not be considered a subcontractor for purposes of this Agreement. Contractor will remain fully responsible for all requirements of the performance of the contract.

2. Staffing Provisions

2.1. New Hires

- 2.1.1. The Contractor shall notify the DHHS/DPHS in writing within one month of hire when a new administrator, clinical coordinator, or any staff person essential to carrying out contracted services is hired to work in the program.
- 2.1.2. Resumes of new staff shall be submitted to DHHS/DPHS with the agency's application for funding.

2.2. Vacancies

- 2.2.1. The contractor must notify the DHHS/DPHS in writing if any critical position is vacant for more than one month, or if at any time funded under this contract does not have adequate staffing to perform all required services for more than one month. This may be done through a budget revision
- 2.2.2. Before an agency hires new program personnel that do not meet the required staff qualifications, the agency shall notify the DHHS/DPHS in writing requesting a waiver of the applicable staffing requirements. The Section may grant waiver based on the need of the program, individuals' experience, and additional training.

3. Performance Measures

- 3.1. The Contractor shall ensure that the following performance measures are annually achieved and monitored monthly to measure the effectiveness of the agreement:
 - 3.1.1. Increase to 90% of call cases managed at home of children under six years of age.
 - 3.1.2. Maintain or exceed the percentage of human poisoning exposure cases in adults 60 and older at a baseline of 8.1%.
 - 3.1.3. Maintain or exceed the percentage of human poisoning exposure cases at health care facilities at a baseline of 23%.
- 3.2. Annually, the Contractor shall develop and submit to the DHHS, a corrective action plan for any performance measure that was not achieved.

JS

5/17/15



Exhibit B Amendment #1

Method and Conditions Precedent to Payment

1. Funding sources is available as follows and shall not exceed:
 - a. \$ 1,040,000 = 100% general funds, Account # 05-95-90-902010-1228-102-500731, \$520,000 in SFY 2016, and \$520,000 in SFY 2017.
 - b. \$ 157,000 = 85.45% federal funds from the US Department of Health and Human Services, Centers for Disease Control and Prevention, CFDA #93.074, Federal Award Identification Number (FAIN) U90TP000535, and 14.55% general funds. Account # 05-95-90-902010-7545-102-500731, \$78,500 in SFY 2016, and \$78,500 in SFY 2017.
 - c. \$ 50,000 = 100% other funds, (Department of Safety), Account # 05-95-90-902010-1228-102-500731, \$25,000 in SFY 2016, and \$25,000 in SFY 2017.

\$1,247,000 Total

- 2 The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

Payment for said services shall be made as follows:

The Contractor will submit an invoice in a form satisfactory to the State by the twentieth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement. The final invoice shall be due to the State no later than thirty (30) days after the contract Completion Date.

The invoice must be submitted to:

Department of Health and Human Services
Division of Public Health Services
Email address: DPHScontractbilling@dhhs.state.nh.us

3. This is a cost-reimbursement contract based on an approved budget for the contract period. Reimbursement shall be made monthly based on actual costs incurred during the previous month. The Contractor agrees to use and apply all contract funds from the State for direct and indirect costs and expenses including but not limited to personnel costs and operating expenses related to the Services, as detailed in the attached Exhibit B-1 Amendment #1 budgets for SFY 2016, and SFY 2017. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. The Contractor agrees not to use or apply such funds for capital additions or improvements, entertainment costs, or any other costs not approved by the State.
4. Invoices shall be submitted by the Contractor to the State in a form satisfactory to the State for each of the Service category budgets. Said invoices shall be submitted within twenty (20) working days following the end of the month during which the contract activities were completed, and the final invoice shall be due to the State no later than sixty (60) days after

[Handwritten Signature]
[Handwritten Date]



Exhibit B Amendment #1

the contract Completion Date. Said invoice shall contain a description of all allowable costs and expenses incurred by the Contractor during the contract period.

5. Payment will be made by the State agency subsequent to approval of the submitted invoice and if sufficient funds are available in the Service category budget line items submitted by the Contractor to cover the costs and expenses incurred in the performance of services.
6. The Contractor shall have written authorization from the State prior to using contract funds to purchase any equipment with a cost in excess of three hundred dollars (\$300) and with a useful life beyond one year.
7. Notwithstanding paragraph 18 of the General Provisions P-37, an amendment limited to adjustments to amounts between and among account numbers and Exhibit B-1 Budgets, within the price limitation, and to adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council

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JOS
5/11/11

Exhibit B-1 Amendment #1 Budget Form

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: MaineHealth

Budget Request for: Poison Control Center Services
(Name of RFP)

Budget Period: SFY 2016

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$22,879.59	\$ 2,287.96	\$ 25,167.55	10% Fixed Rate
2. Employee Benefits	\$ 3,889.53	\$ 388.95	\$ 4,278.48	10% Fixed Rate
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ 2,500.00	\$ 250.00	\$ 2,750.00	10% Fixed Rate
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ 1,000.00	\$ 100.00	\$ 1,100.00	10% Fixed Rate
6. Travel	\$ 4,500.00	\$ 450.00	\$ 4,950.00	10% Fixed Rate
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ 1,200.00	\$ 120.00	\$ 1,320.00	10% Fixed Rate
Postage	\$ 150.00	\$ 15.00	\$ 165.00	10% Fixed Rate
Subscriptions	\$ 1,040.00	\$ 104.00	\$ 1,144.00	10% Fixed Rate
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ 6,943.00	\$ 694.30	\$ 7,637.30	10% Fixed Rate
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ 574,987.66	\$ -	\$ 574,987.66	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 619,089.79	\$ 4,410.21	\$ 623,500.00	

Indirect As A Percent of Direct

0.7%

Exhibit B-1 - Budget

Contractor Initials:

Date:

Exhibit B-1 Amendment #1 Budget Form

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: MaineHealth

Budget Request for: Poison Control Center Services

(Name of RFP)

Budget Period: SFY 2017

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 23,337.19	\$ 2,333.72	\$ 25,670.90	10% Fixed Rate
2. Employee Benefits	\$ 3,967.32	\$ 396.73	\$ 4,364.05	10% Fixed Rate
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ 2,500.00	\$ 250.00	\$ 2,750.00	10% Fixed Rate
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ 250.00	\$ 25.00	\$ 275.00	10% Fixed Rate
6. Travel	\$ 5,000.00	\$ 500.00	\$ 5,500.00	10% Fixed Rate
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ 1,200.00	\$ 120.00	\$ 1,320.00	10% Fixed Rate
Postage	\$ 200.00	\$ 20.00	\$ 220.00	10% Fixed Rate
Subscriptions	\$ 1,050.00	\$ 105.00	\$ 1,155.00	10% Fixed Rate
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ 7,003.00	\$ 700.30	\$ 7,703.30	10% Fixed Rate
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ 574,541.75	\$ -	\$ 574,541.75	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 619,049.25	\$ 4,450.75	\$ 623,500.00	

Indirect As A Percent of Direct

0.7%

Exhibit B-1 - Budget

Contractor Initials: AS

Date: 5/11/13



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

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

AS
5/14/14

New Hampshire Department of Health and Human Services
Exhibit C Amendment #1



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

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

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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4/21/14

New Hampshire Department of Health and Human Services
Exhibit C Amendment #1



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

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

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

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

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

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

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



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

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

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

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

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

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

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

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

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

[Handwritten Signature]
[Handwritten Date: 5/19/14]

New Hampshire Department of Health and Human Services
Exhibit C Amendment #1



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

NSK
5/11/17



Exhibit C-1

REVISIONS TO GENERAL PROVISIONS

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

4. **CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

3. Extension: This agreement has the option for a potential extension of up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

4. Standard Exhibit C of this contract, Special Provisions, is revised as follows:

Subparagraph 16 – Equal Employment Opportunity Plan (EEO), is revised to add:

"By signing this agreement the contractor certifies that it is not a recipient of funding from the Justice Department subject to the authority of the Omnibus Crime Control and Safe Streets Act of 1968 and therefore is not required to comply with EEO requirements according to this paragraph."

Contractor Initials:

Contractor Initials

Date



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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G- Amendment #1

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials

ACG

Date

5/14/15

New Hampshire Department of Health and Human Services
Exhibit G – Amendment #1



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

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

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: MaineHealth

5/14/15
Date

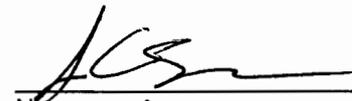

Name: ALBERT G. SWANN
Title: CEO / PRESIDENT

Exhibit G- Amendment #1

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials AS

Date 5/14/15

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 MaineHealth, doing business in New Hampshire as Northern New England Poison Center, a(n) Maine nonprofit corporation, registered to do business in New Hampshire on February 21, 2008. I further certify that it is in good standing as far as this office is concerned, having 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 24th day of April, A.D. 2015

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

William M. Gardner
Secretary of State

STATE OF NEW HAMPSHIRE

CERTIFICATE OF AUTHORIZATION

I, Robert S. Frank, Secretary of MaineHealth, a Maine nonprofit corporation, do hereby certify that:

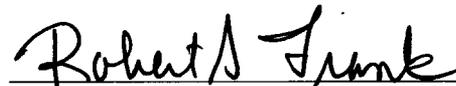
The following are the duly elected President and Executive Vice President and Treasurer of the Corporation.

<u>NAME</u>	<u>OFFICE</u>
William L. Caron, Jr.	President
Albert G. Swallow, III	Executive Vice President and Treasurer

Section 6-6 of the Bylaws provide the following:

The Board of Trustees, shall elect a President who shall serve as the Chief Executive Officer and who shall have overall responsibility for the management of the Corporation. He shall be given the necessary authority to effect this responsibility, subject to such policies as may be adopted by the Board or any committees to which the Board has delegated power for such action. The President shall have the authority to sign and execute on behalf of MaineHealth all checks, notes, mortgages, deeds, bonds, contracts, leases and other instruments necessary to be executed in the course of the MaineHealth regular business except as otherwise provided by law or by the Board and subject to such policies or resolutions as may be adopted by the Board. The President may authorize the Treasurer or another officer or agent of MaineHealth to execute such documents or instruments in his place. He shall, unless otherwise expressly provided, be an ex-officio member of all board Committees, except the Audit Committee, with vote, and shall act as the duly authorized representative of the Board in all matters except those for which the Board has formally delegated authority to some other person or group.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Corporation this 19th day of May, 2015.



Robert S. Frank, Secretary

STATE OF MAINE
CUMBERLAND, SS

May 19, 2015

Personally appeared the above named Robert S. Frank, Secretary of MaineHealth as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said MaineHealth.

Before me



Notary Public/Attorney at Law

Print Name: *Michelle Connolly*

Commission Expires: *April 4, 2019*

MAINEHEALTH
Portland, Maine

BYLAWS

ARTICLE I
Name and Location

The name of this Corporation shall be MaineHealth and its location shall be Portland, Maine.

ARTICLE II
Seal

The corporate seal of the Corporation shall be circular bearing the words "MaineHealth."

ARTICLE III
Mission and Purposes

3-1. MISSION STATEMENT: MaineHealth will lead the development of the premier community care network that provides a broad range of integrated health care services for populations in Maine and northern New England. Through MaineHealth's affiliated organizations, the network will organize services along the full continuum of care necessary to improve the health status of the populations it serves in a cost effective manner.

3-2. CORPORATE PURPOSES: The Corporation is organized for the following purposes: To promote and support the provision of integrated health care services within a cost-effective system along a continuum from prevention to tertiary care for those in need regardless of race, religion, color, age, sex, sexual orientation, national origin and social or economic status; to support the advancement of the knowledge and practice of, and education and research in, medicine, surgery, nursing and all other subjects relating to the care, treatment and healing of humans, to improve the health and welfare of all persons, and to sponsor, develop and promote services and programs which are charitable, scientific or educational and which address the physical and mental needs of the communities it serves.



KPMG LLP
Two Financial Center
60 South Street
Boston, MA 02111

Independent Auditors' Report

The Board of Trustees
MaineHealth:

We have audited the accompanying consolidated financial statements of MaineHealth and its subsidiaries (MaineHealth), which comprise the consolidated balance sheet as of September 30, 2014 and the related consolidated statement of operations, changes in net assets, and cash flows for the year then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

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

Auditors' Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audit. We did not audit the 2014 financial statements of Southern Maine Health Care; Pen Bay Healthcare; Lincoln County Health Care, Inc.; Waldo County Healthcare, Inc.; Maine Behavioral Healthcare; Western Maine Health Care Corporation; HomeHealth-Visiting Nurses of Southern Maine or The Memorial Hospital at North Conway, NH (collectively, the Other Consolidated Subsidiaries), which statements reflect total assets constituting 42% of consolidated total assets as of September 30, 2014 and total revenues constituting 37% of consolidated total revenues for the year then ended. Those statements were audited by other auditors, whose reports have been furnished to us, and our opinion, insofar as it relates to the amounts included for the Other Consolidated Subsidiaries, is based solely on the reports of the other auditors. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

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



We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, based on our audit and the reports of the other auditors, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of MaineHealth and its subsidiaries as of September 30, 2014 and the consolidated results of their operations, changes in their net assets, and their cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matter

The consolidated financial statements of MaineHealth and its subsidiaries as of and for the year ended September 30, 2013 were audited by other auditors whose report thereon dated February 7, 2014 expressed an unmodified opinion on those consolidated financial statements.

Report on Supplemental Consolidating Information

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The 2014 supplemental consolidating information on pages 48–50 is presented for the purpose of additional analysis of the consolidated financial statements rather than to present the financial position, results of operations, and cash flows of the individual entities, and are not a required part of the consolidated financial statements. This supplemental consolidating information is the responsibility of MaineHealth's management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. This information has been subjected to the auditing procedures applied in our audits of the consolidated financial statements and (as to the amounts included for the other consolidated subsidiaries mentioned above) the reports of other auditors, and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, based on our audits and the reports of other auditors, such supplemental consolidating information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

KPMG LLP

Boston, Massachusetts
February 11, 2015

MAINEHEALTH AND SUBSIDIARIES

Consolidated Balance Sheets

September 30, 2014 and 2013

(In thousands)

	2014	2013	Liabilities and Net Assets	
Assets	2014	2013	2014	2013
Current assets:				
Cash and cash equivalents	117,916	108,746	\$ 19,746	21,996
Investments	336,219	285,855	4,050	16,721
Patient accounts receivable – net	198,763	176,087	84,041	78,786
Current portion of investments whose use is limited	34,629	29,670	58,082	63,580
Inventories, prepaid expenses, and other current assets	59,570	51,841	49,543	40,213
Estimated amounts receivable under reimbursement regulations	31,041	28,219	2,187	1,600
Total current assets	778,138	680,418	91,421	89,959
Investments whose use is limited by:			26,293	22,435
Debt agreements	10,515	9,062	4,962	1,606
Board designation	194,800	179,511	340,335	336,896
Self-insurance trust agreements	47,140	57,555	170,271	118,185
Specially designated specific purpose funds	60,256	60,906	30,013	30,779
Plant replacement funds	28,799	18,533	7,576	4,574
Funds functioning as endowment funds	113,234	102,880	323,684	258,845
Pooled life income funds	3,075	2,981	40,614	43,567
Total current liabilities	457,819	431,428	912,493	792,846
Less current portion	34,629	29,670	1,177,196	1,123,375
Property, plant, and equipment – net	423,190	401,758	105,842	106,826
Other assets	980,256	914,438	76,869	71,516
	90,816	91,949	1,359,907	1,295,717
Total	\$ 2,272,400	2,088,563	\$ 2,272,400	2,088,563

See accompanying notes to consolidated financial statements.

MAINEHEALTH AND SUBSIDIARIES

Consolidated Statements of Operations

Years ended September 30, 2014 and 2013

(In thousands)

	<u>2014</u>	<u>2013</u>
Unrestricted revenues and other support:		
Net patient service revenue (net of contractual allowances and discounts)	\$ 1,778,561	1,687,340
Provision for bad debts	102,035	93,255
Net patient service revenue – net of provision for bad debts	1,676,526	1,594,085
Direct research revenue	9,287	11,245
Indirect research revenue	2,873	3,587
Other revenue	124,433	124,448
Total unrestricted revenues and other support	<u>1,813,119</u>	<u>1,733,365</u>
Expenses:		
Salaries	906,026	874,125
Employee benefits	244,110	244,710
Supplies	243,287	226,058
Professional fees and purchased services	138,837	132,486
Facility and other costs	95,311	90,959
State taxes	35,012	31,360
Interest	12,326	12,306
Depreciation and amortization	106,892	103,358
Total expenses	<u>1,781,801</u>	<u>1,715,362</u>
Income from operations	<u>31,318</u>	<u>18,003</u>
Nonoperating gains (losses):		
Gifts and donations – net of related expenses	1,616	3,975
Interest and dividends	10,546	11,168
Recognized gain on cash flow hedge instruments	341	6,693
Equity in earnings of joint ventures	1,150	5,324
Contribution of net assets from acquired subsidiaries (note 1)	48,048	45,624
Other	(3,037)	136
Total nonoperating gains – net	<u>58,664</u>	<u>72,920</u>
Excess of revenues and nonoperating gains – net over expenses before increase in fair value of investments	89,982	90,923
Increase in fair value of investments	15,440	6,070
Excess of revenues and nonoperating gains – net over expenses	105,422	96,993
Net assets released from restrictions for property, plant, and equipment	6,300	995
Retirement benefit plan adjustments	(57,602)	91,196
Change in net unrealized (loss) gain on cash flow hedge instruments	(358)	1,641
Other	59	(1,571)
Increase in unrestricted net assets	<u>\$ 53,821</u>	<u>189,254</u>

See accompanying notes to consolidated financial statements.

Board of Trustees

OFFICERS

- **President:** Bill Caron, MaineHealth
- **Chair:** George Isaacson
- **Secretary:** Robert S. Frank, MaineHealth
- **Treasurer:** Albert G. Swallow III, MaineHealth
- **Assistant Secretary:** Beth Kelsch, MaineHealth



KATHRYN BARBER

Kathy Barber has spent her career in medical/biotech industry sales and marketing. A Skidmore College and University of Chicago Graduate School of Business graduate, she worked for Abbott Laboratories in a management development program and at IDEXX Laboratories in Westbrook in marketing positions in the food safety, human diagnostics and veterinary medicine divisions.

Barber is a past board member of the Gulf of Maine Research Institute and Barber Foods. In 2007, she joined the board of trustees at Bangor Savings Bank and sits on the Human Resource, Audit and Governance Committees. She is also a board member for Piper Shores LLC a lifecare community in Scarborough, Maine as well as the Robotics Institute of Maine.



GENE BERGOFFEN

Gene Bergoffen is the immediate past chair of the Memorial Hospital Board of Trustees, and serves on its Executive and Governance Committees. He is also the Principal of MaineWay Services, performing research studies on truck safety for the Federal Motor Carrier Safety Association. He is an attorney, completing his degree at Georgetown University Law Center. Initially trained as a forester, with a BS in Forestry and MS in Public Administration, he has worked for the US Forest Service as Director of Legislative Affairs, and the National Forest Products Association. Before relocating to Fryeburg, Maine, he was President and CEO of the National Private Truck Council, representing the nation's private truck fleet community. Active in community affairs, Bergoffen was chair of the Fryeburg Planning Board, and served on the board of the Tin Mountain Conservation Center in the Mount Washington Valley, and is now a member of the Eastern Slopes Airport Authority Board.



JOSEPH M. BUJOLD

Joe Bujold has served on the Board of Franklin Memorial Hospital/Franklin Community Health Network since 2007, and has held his current role of board chairman there since 2009.

A native of Maine and a graduate of Middlebury College, Bujold has served in a number of professional leadership roles. He lived in Farmington for 11 years during the 60s and 70s at which time he served as president of Bass Shoe Co., then based in Wilton, Maine. He later joined an international consulting firm, Alexander Proudfoot, which works with major companies of the world to improve business processes and performance. For 18 years, Bujold ran various units of the company and was based in Brussels, Belgium; Sydney, Australia; and Singapore. He returned to the United States in 1989 to serve as chief executive

officer of Alexander Proudfoot Company worldwide.

Bujold has also been an advisor and consultant to the law firm Holland & Knight and Dexter Shoe Company. He and his wife Lee reside in Farmington and are the parents of two grown children, Noelle and Marc.



BILL BURKE

Bill Burke is an experienced media executive who held various positions at Turner Broadcasting and Time Warner, including president of TBS Super Station and general manager of Turner Classic Movies. He also served as president and chief executive officer (CEO) of The Weather Channel Companies. Burke also co-authored *Call Me Ted*, the autobiography of Ted Turner. He is a graduate of Amherst College and received his MBA from the Harvard Business School. In addition to being current vice-chair of the Maine Medical Center board, Burke is chairman of the Portland Sea Dogs and the US Biathlon Association, a director of Simulmedia, Inc., and serves on the advisory board of Specific Media, Inc.



STEVEN DOBIESKI, M.D.

Dr. Dobieski graduated from Bates College and received his MD from the University of Connecticut School of Medicine. He completed his residency training in internal medicine at Maine Medical Center and became board-certified in internal medicine. He joined the Greater Portland Medical Group and subsequently took a position at InterMed. Currently, he is a shareholder and full-time internist with InterMed. Dobieski is a member of the InterMed board and the Quality Improvement committee at InterMed. He also is a member of the InterMed Best Practices Work Group. He has been a long-standing member of the American College of Physicians and is an active member in the Maine chapter of the ACP.



GREG DUFOUR

Greg Dufour is president and CEO of Camden National Corporation, Maine's largest publicly traded community bank and the parent company of Camden National Bank and Acadia Trust, N.A. Dufour is also president and CEO of Camden National Bank, a \$2.6 billion community bank headquartered in Camden, Maine and is chair of the board of directors of Acadia Trust, N.A., which is headquartered in Portland, Maine. Dufour was named to his current role in 2009 after serving as president and CEO of Camden National Bank since 2004. Prior to joining Camden National, Dufour was managing director of finance for IBEX Capital Markets in Boston, MA, a specialty investment advisor, and held several positions in the finance division at Fleet/Boston Financial Group. His community service includes serving as the current chair of the Maine Bankers Association, a member of the board of trustees and secretary of the board of Pen Bay Healthcare. He also is a member of the advisory board of Lie-Nielsen Toolworks. Dufour and his wife Doreen reside in Rockport, Maine.

CHRIS EMMONS

Chris Emmons is the president and CEO of Gorham Savings Bank. The Massachusetts native graduated from the University of Maine, Orono, and began his banking career at Maine National Bank in 1977. After stops at BayBank and



TD Banknorth, he joined Gorham Savings Bank in 2003. A strong community supporter, Chris is involved with the Maine Bankers Association as well as several local non-profit organizations. He serves as chairman of MMC's Board of Trustees, board member and former chairman of the University of Southern Maine Foundation, and chairman of the United Way of Greater Portland. Chris' 30+ years of service to United Way began as a loaned executive in the late 1970s. He served as chair of the 2006 Annual Campaign, raising more than \$8.5 million. Chris was selected as a 2007 laureate and inducted into the Maine Business Hall of Fame.



ROBERT S. FRANK
Secretary

Robert Frank has served as deputy general counsel for MaineHealth since July 2009. In that capacity, he has provided legal advice in connection with strategic initiatives and acquisitions, competition laws compliance, payor contracting, data security and breach matters, risk management and insurance, federal and state healthcare provider licensing, and has overseen professional liability, regulatory and business litigation and dispute resolution matters. Prior to his work at MaineHealth, he was an associate at the Morrison & Forester law firm in San Francisco (1979-82); an assistant attorney general at the Maine Department of Attorney General (1982-1987); an associate and then partner in the law firm Verrill Dana (1987-1995), and a founding member and partner of Harvey & Frank (1995-2009). While in private law practice, he represented various hospitals, physician practices and health insurance carriers, the Maine Hospital Association, and on special assignment to the American Hospital Association in connection with the drafting of federal antitrust and health care guidelines. He also served as a visiting lecturer of antitrust law for three terms at The University of Maine Law School (1997-1990), and currently serves as a panel member on the Grievance Commission of the Maine Board of Overseers of the Bar.

Bob is a graduate of Emory University (B.A. Physics), and Yale Law School (J.D.). He is a member of the Midcoast Symphony Orchestra, and a past board member, treasurer and founder. He also served as treasurer and board member of the LARK Society for Chamber Music, and a board member of Young Peoples' Theater in Brunswick.



FRANK H. FRYE

Frank H. Frye, an attorney, is "Of Counsel" to the law firm of Jensen Baird Gardner & Henry. Frank practices in the areas of Corporate, Business and Tax/Estate Planning Law, and specializes in serving closely-held business entities and non-profit organizations. Before joining the firm, he served as Attorney and Assistant Branch Chief, Interpretative Division in the Office of the Chief Counsel of the Internal Revenue Service, Washington D.C., and practiced with a large law firm in New York City. He has been selected for inclusion in the latest edition of The Best Lawyers in America for Corporate Law and New England Super Lawyers for Business/Corporate and Tax. His community work includes serving on the Maine Medical Center Board of Trustees. He has been selected for inclusion in the latest edition of The Best Lawyers in America for Corporate Law and New England Super Lawyers for Business/Corporate and Tax, and is a past Chair of the Maine State Bar Association Tax Section. His charitable and civic work included service on the Town of Scarborough Planning Board, and as a trustee of the Portland, Maine chapter of the American Red Cross and Opportunity Farm for Boys and Girls. Frank currently serves on the Board of Directors of Down East Magazine, the magazine of Maine.



BERNARD GAINES

Bernard Gaines has served on the board of trustees for Southern Maine Medical Center, and now Southern Maine Health Care (SMHC), since 2001. He has served as chairman of the board of trustees at SMMC/SMHC since 2011. He has also served previously on the MaineHealth board.

Gaines is a retired executive from Unum. He currently owns BSG Properties, LLC. He is married and living in Saco.

Gaines volunteers his time as a member of the SMHC Physician Services board of directors, the Thornton Academy Board of Directors, is a member of the Saco Lodge (Masons), the Order of the Eastern Star and the BPOE Elks.



GEORGE E. HISSONG, JR.

George (Ted) Hissong serves on the Southern Maine Health Care (SMHC) Board of Trustees as vice chairman and is chairman of the SMHC Governance Committee. He is president and CEO of Stafford Systems, Inc. located in Kennebunk, Maine, a position he has held since 1988. Hissong has served as a trustee of the Kennebunk Light and Power District, two years as chair as well as a trustee of the Kennebunk Sewer District. He is currently a member of the Sanford Industrial Development Commission and serves on the board of Port Opera.

Hissong graduated with a Bachelor's of Science degree in physical chemistry from Heidelberg University, Tiffin, OH and attended graduate school at Purdue University, W. Lafayette, IN.



GEORGE ISAACSON

Chair

George Isaacson is senior partner at Brann & Isaacson and serves as general counsel to L.L. Bean. His law firm represents Maine businesses, catalog companies and internet merchants throughout the United States, and he's frequently testified before congressional committees regarding interstate commerce issues. Isaacson served for eight years as a trustee of Maine Medical Center and is currently a member of the board of trustees of the Maine Public Broadcasting Network and the Bowdoin International Music Festival. He's also an adjunct faculty member at Bowdoin College, where he teaches constitutional law.



DAVID JAMES KUMAKI, M.D., FACP

David James Kumaki, MD, is an active member of the medical staff at Stephens Memorial Hospital specializing in Internal Medicine. He simultaneously served as chair of both the Stephens Memorial Physician Hospital Organization (PHO) and the Maine PHO. Kumaki is a physician leader on MaineHealth's Shared Health Record project (SeHR) and a member of the SeHR executive committee. He is also chief medical information officer for Western Maine Health. Previously on the staff at New Hampshire's Androscoggin Valley Hospital, his experience extends well beyond New England. Kumaki is a long-time member of the Wilderness Medical Society and Nepal Studies Association. His experience includes several positions in Kathmandu, Nepal: staff physician for

Canadian International Water and Energy Consultants' International Clinic; acting medical officer and consultant in Internal Medicine for the Peace Corps; and volunteer physician for the Himalayan Rescue Association. He also spent time in Greater Boston, first as an Intern and resident at Boston City Hospital, and later on the staff at East Boston Neighborhood Health Center, New England Baptist Hospital and Symmes Hospital.



SANDY MATHESON

Sandy Matheson is the executive director of the Maine Public Employees Retirement System. She was previously the director of the Washington State Department of Retirement Systems. Matheson's career has been in management, healthcare and financial services. She served as the president and CEO of Hanford Environmental Health Foundation, the board chair of Kennebec General Hospital, consulted and acted as interim CEO for various organizations, and taught as an adjunct instructor for the Washington State University business program. Matheson has been involved with a broad range of civic and charitable activities and in 2003 was named the Tri-Citizen of the Year in Washington State for her community service.

Matheson graduated with a bachelor's degree in Economics from Northwestern University and a MBA from Washington State University.



THOMAS J. RYAN, JR., M.D., FACC

Thomas J. Ryan, Jr., M.D., has served as medical director of the Cardiac Catheterization Laboratory at Maine Medical Center since 2003. Ryan's awards and honors include being twice elected One of the Best Doctors in America as well as Cardiology Teacher of the Year at MMC. He's a Fellow in the American College of Cardiology and The Society for Cardiac Angiography and Interventions. He sits on many committees, including the Northern New England Cardiovascular Disease Study Group. His research includes dozens of published works, and his academic appointments include Harvard Medical School and Vermont School of Medicine.



SUSANNAH SWIHART

Susannah Swihart spent two decades at BankBoston Corporation in a wide variety of leadership, operational, and strategic roles, including Vice Chairman and CFO. Previous responsibilities at BankBoston included management of a variety of corporate banking businesses, operations, and risk functions. During that period, Susannah was a member of the executive committee of the board of trustees of the Boys & Girls Clubs of Boston, ran BankBoston's \$3+ million United Way campaign in 1998, and later chaired the \$1 million Women's Leadership Breakfast for the United Way of Massachusetts Bay. Since returning to Maine in 2000, she has committed her efforts to a variety of corporate and community boards. In addition to MMC's Board of Trustees, Susannah serves on the boards of directors of the Dead River Company and MaineHealth and is the former board chair of Common Good Ventures and the Boys & Girls Clubs of Southern Maine. Susannah is a graduate of Harvard College and Harvard Business School.

CURRICULUM VITAE
Karen Simone, PharmD, DABAT, FAACT

FULL NAME AND DEGREE/S: Karen E. Simone, PharmD, DABAT, FAACT (formerly Karen S. Krummen)

CURRENT ADMINISTRATIVE TITLE: Director, Northern New England Poison Center

OFFICE ADDRESS: Northern New England Poison Center, 22 Bramhall Street, Portland, ME 04102

OFFICE PHONE NUMBER: (207) 662-7221

E-MAIL ADDRESS: simonk@mmc.org

FAX ADDRESS: (207) 662-5941

EDUCATION

Undergraduate

1992 *Bachelor of Science in Pharmacy* *University of Cincinnati*

Medical School and/or Graduate School (for graduate degrees note field or discipline)

1994 *Doctor of Pharmacy* *University of Cincinnati*

POSTDOCTORAL TRAINING

Experiential

LICENSURE AND CERTIFICATION

Pharmacy:

1992 – present *Ohio* *RPH.03219505*

2000 – present *California* *RPH 52158*

2001 – present *Maine* *PR4981*

Toxicology:

Diplomate of the American Board of Applied Toxicology

1998 – present *National/International*

Specialist in Poison Information, Certified by American Association of Poison Control Centers

1993 - 2000 *National*

Preparedness:

Homeland Security Exercise and Evaluation Program (HSEEP), certified as trained by the Maine Emergency Management Agency

2008 *National*

ACADEMIC APPOINTMENTS

2009 – present, *Assistant Professor of Emergency Medicine, School of Medicine, Tufts University*

2010 – 2013, *Clinical Assistant Professor of Emergency Medicine, College of Osteopathic Medicine, University of New England*

2000 – 2011, *Assistant Professor of Emergency Medicine, College of Medicine, University of Vermont*

1998 – 2000, *Assistant Professor of Clinical Drug Information, College of Pharmacy, University of Cincinnati*

HOSPITAL APPOINTMENTS

- 2000 – present, *Director, Northern New England Poison Center, Maine Medical Center*
 1994 – 2000, *Manager/Clinical Coordinator of Drug and Poison Information Services, Cincinnati Drug & Poison Information Center, Cincinnati Children's Hospital Medical Center*
 1992 – 1994, *Senior Drug and Poison Information Specialist, Cincinnati Drug & Poison Information Center, University Hospital in Cincinnati*
 1989 – 1992, *Drug and Poison Information Provider, Cincinnati Drug & Poison Information Center, University Hospital in Cincinnati*

AWARDS AND HONORS

- 2012, *Advocacy in Action Award, New Futures*
 2011, *Designation as a Fellow of the American Academy of Clinical Toxicology*
 2009, *Award on behalf of the Northern New England Poison Center for Collaboration, Quality Service and Contribution to the Knowledge in the Field, presented at the 2009 International Symposium on Pharmaceuticals in the Home and Environment*
 2008, *Dr. John Snow Epidemiological Contribution Award, 2008, Maine Health and Human Services, Public Health Division of Infectious Disease*
 2008, *Arkansas Traveler Award, State of Arkansas*
 1994, *Student Fellowship Award, Cincinnati Drug and Poison Information*
 1991, *AB, Dolly and Ralph Cohen Scholarship, University of Cincinnati*
 1991, *Merck Sharp and Dohme Award, University of Cincinnati*
 1991, *Procter & Gamble Research and Scholarly Activity Award, University of Cincinnati*
 1991, *Plough Pharmacy Scholarship, University of Cincinnati*
 1991, *Rho Chi Society, Beta Nu Chapter, University of Cincinnati*
 1990, *David Uhlfelder Scholarship, University of Cincinnati*

HOSPITAL, MEDICAL SCHOOL, OR UNIVERSITY COMMITTEE ASSIGNMENTS:

- 2014 – present: *Chair of the Quality Excellence Committee for Maine Behavioral Healthcare*
 2013 – present: *Member of the Board of Trustees for Spring Harbor Hospital (now a larger collaborative called Maine Behavioral Healthcare)*
 2006 – 2007: *Maine Medical Center Pain Committee*
 2001 – 2005: *Maine Injury Prevention Committee at Maine Medical Center*

OTHER MAJOR COMMITTEE ASSIGNMENTS:

- 2014 – present: *President, American Academy of Clinical Toxicology*
 2010 – present: *Member of the New Hampshire Injury Prevention Advisory Council*
 2009 – present: *Government Affairs Committee, renamed Government Relations Committee, American Association of Poison Control Centers*
 2008 – present: *Strategic National Stockpile Advisory Group, State of Maine*
 2006 - present: *Member of the Editorial Board, Clinical Toxicology, The Official Journal of the American Academy of Clinical Toxicology, European Association of Poisons Centres and Clinical Toxicologists, and American Association of Poison Control Centers*
 2006 - present: *State of Maine Integrated Core Injury Prevention, Injury Community Planning Group*
 2003 – present: *Community Epidemiology Surveillance Network, State of Maine*
 2012 – 2014: *President-Elect, American Academy of Clinical Toxicology*

- 2007 – 2013: *Fatality Reviewer, American Association of Poison Control Centers*
 2008 – 2012: *Secretary, American Academy of Clinical Toxicology*
 2008 – 2012: *Mushroom Task Force, State of Maine*
 2006 – 2011: *American Board of Applied Toxicology Web Ad Hoc Web Task Force*
 2004 – 2011: *Secretary/Treasurer, American Board of Applied Toxicology (ABAT)*
 2004 – 2010: *Benzodiazepine Study Group, Steering Committee*
 2008 – 2009: *LD1991 Workgroup, Co-Chair, Options for Ongoing Funding for the Northern New England Poison Center mandated by that State of Maine Joint Standing Committee on Appropriations and Financial Affairs, reporting to the Joint Standing Committee on Health and Human Services*
 2007 – 2009: *Co-Chair of the Managers' Committee, American Association of Poison Control Centers*
 2007 – 2008: *Cumberland County Public Health Assessment Data Workgroup*
 2007 – 2008: *Member of the Board of Trustees, American Academy of Clinical Toxicology*
 2007 – 2008: *Safe Medicine for ME Advisory Committee*
 2006 – 2007: *HRSA Poison Help/Widmeyer Campaign AAPCC Expanded Review Committee Managing Directors' Representative Professional Advisory Committee Member appointed by the American Association of Poison Control Centers*
 2003 – 2007: *Secretary, New England Chapter of the National Association of Drug Diversion Investigators*
 2002 - 2004: *American Association of Poison Control Centers Certified Specialists in Poison Information Exam Committee*
 2002 - 2003: *Poison Data Book Consolidation Committee, Northeast United States*

TRAINING OF GRADUATE STUDENTS/POST DOCTORAL

- 2011 – present: *Doctor of Pharmacy Clerkship for the University of New England College of Pharmacy in elective drug information and/or toxicology rotations*
 2010 – present: *Toxicology and Poisoning for Maine Medical Center Medical Pharmacy Residents in elective toxicology rotations*
 2004 - present: *Doctor of Pharmacy Clerkship for Creighton University, School of Pharmacy and Health Professions in elective drug information and/or toxicology rotations*
 2000 – present: *Toxicology and Poisoning for Maine Medical Center Medical Students and Residents in elective toxicology rotations*
 2004 - 2011: *Introduction to Toxicology and the Poison Center for Maine Medical Center Emergency Medicine Medical Students*
 1998 – 2000: *Doctor of Pharmacy Drug Information Rotation for the University of Cincinnati College of Pharmacy*

TEACHING RESPONSIBILITY

- April 2, 2014, *The Low-Down on Street Drugs in Maine, Social Worker Grand Rounds, Maine Medical Center in Portland, ME*
 April 10, 2012, *Psychogenic Illness and Ticking Timebombs, Toxicology Rounds, Maine Medical Center in Portland, ME*
 March 4, 2014, *Management of Psychotropic Drug Overdose, Psychiatry Resident Psychopharmacology Seminar, Maine Medical Center in Portland, ME*
 February 29, 2012, *Introduction to Toxicology – Toxicokinetics, University of New England Medical Students, Pharmacology in Biddeford, ME*

- December 20, 2011, Bath Salts, Synthetic Cannabinoids (K2), Salvia divinorum and other natural/and not-so-natural highs, Psychiatry Rounds for Maine Medical Center in Portland, ME*
- December 14, 2011, Update on Significant Toxic Substances of Abuse in Maine – The Poison Center and Maine awash with Bath Salts, Grand Rounds for Mid Coast Hospital in Brunswick, ME*
- August 9, 2011, Opioids, Toxicology Rounds, Maine Medical Center in Portland, ME*
- April 28, 2011, Introduction to Toxicology – Toxicokinetics, University of New England Medical Students, Pharmacology in Biddeford, ME*
- November 9, 2010, Anion and Osmol Gaps, Iron and Isopropyl Alcohol – When you have more gaps than you think . . ., Toxicology Rounds, Maine Medical Center in Portland, ME*
- November 5, 2010, Aspirin, Toxic Alcohols, Sympathomimetics and Other Toxic Problems in the ICU, Fletcher Allen Health Care, Grand Rounds in Burlington, VT*
- November 5, 2010, Ethylene Glycol, Fletcher Allen Health Care, Medical Residents Morning Report in Burlington, VT*
- November 5, 2010, Aspirin and Other Dialyzable Toxins, Fletcher Allen Health Care, Lunch Conference with Nephrology and Pulmonary Residents, Fellows and Attendings in Burlington, VT*
- September 29, 2010, Substance Abuse, University of New England Medical Students, Psychiatry in Biddeford, ME*
- September 2, 2010, Substance Abuse and the Poison Center, presented to the Mercy Hospital Integrated Pain Management Group in Portland, ME*
- April 29, 2010, Introduction to Toxicology – Toxicokinetics, University of New England Medical Students, Pharmacology in Biddeford, ME*
- April 29, 2010, Drug Interactions, University of New England Medical Students, Pharmacology in Biddeford, ME*
- October 14, 2009, Substance Abuse, University of New England Medical Students, Psychiatry in Biddeford, ME*
- April 30, 2009, Introduction to Toxicology – Toxicokinetics, University of New England Medical Students, Pharmacology in Biddeford, ME*
- April 30, 2009, Drug Interactions, University of New England Medical Students, Pharmacology in Biddeford, ME*
- November 11, 2008, GI Decontamination: Evidence- and Theory-based or Magic, Maine Medical Center, Toxicology Rounds in Biddeford, ME*
- October 6, 2008, Substance Abuse, University of New England Medical Students, Psychiatry in Biddeford, ME*
- May 12, 2008, Introduction to Toxicology – Toxicokinetics, University of New England Medical Students, Pharmacology in Biddeford, ME*
- May 6, 2008, Drug Interactions, University of New England Medical Students, Pharmacology in Biddeford, ME*
- September 30, 2007, Substance Abuse, University of New England Medical Students, Psychiatry in Biddeford, ME*
- September 27, 2007, Paralytic Shellfish Poisoning – Case Series, Eastern Maine Medical Center, Clinical Pathological Conference in Bangor, ME*
- September 18, 2007, Grapes that Bite – Toxic Spider Bites, Maine Medical Center, Toxicology Rounds in Portland, ME*
- July 31, 2007, Topical Cantharides Leading to Toxic Toddler, Maine Medical Center, Pediatric Morning Rounds in Portland, ME*

January 2014

Tammi Hope Schaeffer, DO, FAAEM, FACEP, FACMT

Medical Director, Northern New England Poison Center

Attending Emergency Physician, Maine Medical Center

22 Bramhall St, Portland, ME 04102

Ph. (207) 662-7222

tschaeffer@mmc.org

EDUCATION

Undergraduate

1989, Mobile Intensive Care Paramedic, Union County College Cranford, New Jersey

1991, BA, Psychology, Rutgers University, New Brunswick, New Jersey

Medical School

2001, DO, University of New England College of Osteopathic Medicine, Maine

POSTDOCTORAL TRAINING

Internship and Residency

2001-2004, Emergency Medicine, Morristown Memorial Hospital, Atlantic Health System, Morristown NJ

2003-2004, Chief Resident in Emergency Medicine, Morristown Memorial Hospital, Atlantic Health System, Morristown NJ

Fellowship

2004-2006, Medical Toxicology, Rocky Mountain Poison and Drug Center, Denver Health, Denver CO

LICENSURE AND CERTIFICATION

2004-Present	Unrestricted Medical License, Colorado	Lic#42694
2013-Present	Unrestricted Medical License, Maine	
2005-Present	American Board of Emergency Medicine Board Certified in Emergency Medicine	
2006-Present	American Board of Emergency Medicine Board Certified in Medical Toxicology	

1981-Present	Basic Life Support
1988-Present	Advanced Cardiac Life Support
1988-Present	Pediatric Advanced Life Support

ACADEMIC APPOINTMENTS

Academic Appointment, Tufts University School of Medicine
Pending

Assistant Clinical Professor, Department of Primary Care, Rocky Vista University College of Osteopathic Medicine, Parker CO, 2008-Present

Assistant Clinical Professor, Department of Emergency Medicine, University of Colorado School of Medicine, Aurora CO, 2006-Present

Clinical Instructor, Department of Emergency Medicine, University of Colorado School of Medicine, Aurora CO, 2004-2006

HOSPITAL APPOINTMENTS

Attending Physician, Maine Medical Center, Department of Emergency Medicine, Portland ME (2013-Current)

Attending Physician, Denver Health and Hospital Authority, Department of Medical Toxicology, Denver CO (2006-Current)

Attending Physician, University of Colorado Hospital, Department of Emergency Medicine-Medical Toxicology, Aurora CO (2006-Current)

Attending Physician, Littleton Adventist Hospital, Departments of Emergency Medicine and Medical Toxicology, Littleton CO (2004-Current)

Attending Physician, Porter Adventist Hospital, Departments of Emergency Medicine and Medical Toxicology, Denver CO (2004-Current)

Attending Physician, Swedish Medical Center, Department of Medical Toxicology Englewood CO (2006-Current)

Attending Physician, Children's Hospital of Colorado, Department of Medical Toxicology Aurora CO (2007-2010)

Attending Physician, Sky Ridge Medical Center, Department of Medical Toxicology Lone Tree CO (2007-2009)

AWARDS AND HONORS

Fellow, American College of Medical Toxicology, October 2012 “Physician of the Month” Littleton Adventist Hospital, June 2012 Fellow, American College of Emergency Physicians, January 2012

Centura Health Physician Leadership Program Daniels College of Business, University of Denver, Denver, Colorado, February 2011

Fellow, American Academy of Emergency Medicine January 2010

Best Resident Presentation, Comparing the Effectiveness of Diphenhydramine and Glycopyrrolate to Atropine in Treating Organophosphate Poisoning, Atlantic Health Systems (NJ) Annual Research Day-Morristown Memorial Hospital, June 2004

Who’s Who in American Colleges and Universities, June 2001

Sigma Sigma Phi, University of New England College of Osteopathic Medicine, 1998 Best Presentation, Excessive Fluid Administration During Prehospital Intravenous Administration Morristown Memorial Hospital (NJ) Annual Research Day, June 1997

Paramedic Team Excellence Award - New Jersey MICU Program Administrators Association, May 1995

Class “D” Award - UMDNJ University Hospital, Emergency Medical Services, 1990

HOSPITAL, MEDICAL SCHOOL, OR UNIVERSITY COMMITTEE ASSIGNMENTS

Member, Pharmacy and Therapeutics Committee, Maine Medical Center, Portland ME, September 2013-Present

Chairperson, Pharmacy and Therapeutics Committee, Littleton Adventist Hospital, Littleton, CO, July 2009-Present

Member, Medical Executive Committee, Littleton Adventist Hospital, Littleton, CO, July 2009-Present

Member, Data Safety and Monitoring Board, Rocky Mountain Poison and Drug Center, “Up and Down” Acetaminophen Toxicity Study Denver, CO, October 2008-December 2012

Member, Interview Committee, Rocky Vista University College of Osteopathic Medicine Parker, CO, September 2008-September 2012

Member, Data Safety and Monitoring Board, Rocky Mountain Poison and Drug Center, Aracmyn-Phase II Trial Denver, CO, August 2006-July 2008

Meeting Coordinator, Western Fellows Toxicology Meeting, Rocky Mountain Poison and Drug Center Denver, CO, April 2006

Resident Member, Atlantic Health System-Transitional Year Residency Program, Internal Review Committee, 2003-2004

Resident Representative, American College of Emergency Medicine, New Jersey Chapter State, 2002 – 2004

President, Emergency Medicine Club, University of New England College of Osteopathic Medicine, 1998

Member, Orientation Committee, University of New England College of Osteopathic Medicine, 1998

Member, Sigma Sigma Phi, University of New England College of Osteopathic Medicine, 1997

Vice President, Emergency Medicine Club, University of New England College of Osteopathic Medicine, 1997

OTHER MAJOR COMMITTEE ASSIGNMENTS: (national, regional)

Member and consultant, CONCAWE, Hazardous Materials Group, First Aid Subgroup, Brussels, Belgium, 2013-Present

Platform Moderator, 2013 Annual Scientific Meeting American College of Medical Toxicology Puerto Rico, March 2013

Member, PPDC 21st Century Toxicology/New Integrated Testing Strategies Workgroup, Subgroup, Biomonitoring Group, Priority Pesticide List, United States Environmental Protection Agency Panel Member, 2012-Present

Course Facilitator and Lecturer, Fundamental Principles of Occupational Health, BP OneHealth London, England, December 2012

Appointee/Member, American Association of Poison Control Centers, National Fatality Review Team, 2010-Present

Moderator, ACMT Practice Symposium Opioid Forensics, North American Congress of Clinical Toxicology Denver, Colorado, October 2010

Item Writer, Medical Toxicology In-service Exam, American College of Medical Toxicology, 2009-Present

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Contractor Name: MaineHealth

Name of Program: Poison Control Center Services

Karen Simone, PharmD, DABAT	Director Poison Control Center	\$143,926	5.69%
Tammi Schaeffer, MD	Physician Medical Director	\$265,118	5.54%
		\$0	0.00%
		\$0	0.00%
		\$0	0.00%
		\$0	0.00%
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			

Karen Simone, PharmD, DABAT	Director Poison Control Center	\$146,805	5.69%
Tammi Schaeffer, MD	Physician Medical Director	\$270,420	5.54%
		\$0	0.00%
		\$0	0.00%
		\$0	0.00%
		\$0	0.00%
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			

Handwritten initials/signature



Nicholas A. Toumpas
Commissioner

José Thier Montero
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6527
603-271-4517 1-800-852-3345 Ext. 4517
Fax: 603-271-4519 TDD Access: 1-800-735-2964



G&C Approval Date: 07/10/213
G&C Item # 47

47 93

June 12, 2013

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

5.17% Fed
94.83% general

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, Bureau of Population Health and Community Services, Maternal and Child Health Section, to enter into an agreement with MaineHealth (Vendor #153202-B001), 110 Free Street, Portland, Maine 04101, in an amount not to exceed \$1,107,000.00, to provide poison control center services, to be effective July 1, 2013 or date of Governor and Executive Council approval, whichever is later, through June 30, 2015.

Funds are anticipated to be available in the following account in SFY 2014 and SFY 2015 upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and amend the related terms of the contract without further approval from Governor and Executive Council.

05-95-90-902010-1228 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:
DIVISION OF PUBLIC HEALTH, MATERNAL AND CHILD HEALTH

Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
SFY 2014	102-500731	Contracts for Prog Svc	90001228	\$520,000.00
SFY 2015	102-500731		90001228	\$520,000.00
			Sub-Total	\$1,040,000.00

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

Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
SFY 2014	102-500731	Contracts for Prog Svc	90077021	\$33,500.00
SFY 2015	102-500731		90077021	\$33,500.00
			Sub-Total	\$67,000.00
			Total	\$1,107,000.00

EXPLANATION

Funds in this agreement will be used to provide poison information and control services, including medical consultation, to New Hampshire residents on a 24-hour per day, 7 days a week basis. As per Revised Statutes Annotated 126-A:49, New Hampshire is responsible for developing or designating a statewide program for poison information and a poison information center that provides information and medical consultation on a daily, 24 hour basis for all New Hampshire residents and health care providers.

Poison control services are critical because unintentional and intentional poisonings are a significant public health problem in New Hampshire. One of the primary functions of poison information services is to reduce unnecessary and costly utilization of emergency response, emergency department, and primary health care services. Researchers have estimated that nationally, poison center services save at least \$7 in health care costs for every \$1 spent.

In State Fiscal Year 12, the current contractor, MaineHealth, Northern New England Poison Center:

- Managed 12,839 New Hampshire calls, including 11,080 human exposures. Of these, 254 were later confirmed as non-exposures, including 238 cases associated with a military drill.
- Provided 438 in-depth consultations (including the military drill-associated cases) and reviewed 333 additional cases by board certified toxicologists. These exposures generated 11,484 follow-up calls.
- Managed 7,536 human exposures (70%) on-site. The national average of exposure cases managed on-site was 71% in 2010.
- Handled an increased call volume of serious cases called in by health care facilities seeking management assistance. In SFY11, the Northern New England Poison Center managed 2,502 cases that were called in from or referred to health care facilities. In SFY12, there were 3,008 such cases.
- Had a penetrance (the number of calls per 1,000 population) for human exposures in New Hampshire of 8.4. The national penetrance for human exposure calls in 2010 was 7.6.
- Participated in an unannounced military drill by the New Hampshire Air National guard.
- Downloaded data every four to ten minutes to the National Poisoning Data System, which is operated by the American Association of Poison Control Centers.
- Provided weekly food poisoning case information to the Department's Food Protection Service.
- Provided information to the New Hampshire Health Alert Network on protocol and management of bath salt (synthetic amphetamine like drug) cases.
- Provided poison prevention activities with a focus on older adults, those living in Coos County, and those limited English proficiency. Updated booklet "Medication: What You Need to Know" for older adults.

Should Governor and Executive Council not authorize this Request, poison center services would cease to exist.

MaineHealth was selected for this project through a competitive bid process. A Request for Proposals was posted on The Department of Health and Human Services' web site from March 18, 2013 through April 17, 2013.

One agency responded to the Request for Proposals. This proposal was scored and reviewed by three professionals who work inside and outside of the Department of Health and Human Services. The reviewers represent seasoned public health administrators and program managers experienced in contract and vendor

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
June 12, 2013
Page 3

management, poison prevention, and emergency management. Each reviewer was selected for the specific skill set they possess and their experience. Their decision followed a thorough discussion of the strengths and weaknesses of the proposal. The final decision was made by taking an average of all reviewers' scores. The Bid Summary is attached.

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

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

- Increase to 90% of call cases managed at home of children under six years of age.
- The Contractor will respond to the Department of Health and Human Service notification alerts sent during quarterly drills within 30 minutes 100 percent of the time.

Area served: Statewide.

Source of Funds: 5.17% Federal Funds from Centers for Disease Control and Prevention and 94.83% General Funds.

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

Respectfully submitted,



José Thier Montero, MD
Director

Approved by:



Nicholas A. Toumpas
Commissioner

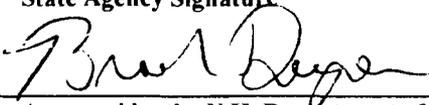
JTM/RS/sc

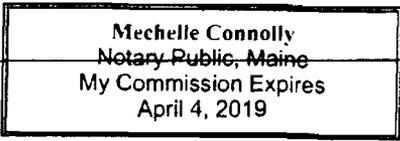
Subject: Poison Control Center Services

AGREEMENT

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

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services Division of Public Health Services		1.2 State Agency Address 29 Hazen Drive Concord, NH 03301-6504	
1.3 Contractor Name MaineHealth		1.4 Contractor Address 110 Free Street Portland, Maine 04101	
1.5 Contractor Phone Number 207-662-7221	1.6 Account Number 05-95-90-902010-1228-102-500731 05-95-90-902510-5171-102-500731	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$1,107,000
1.9 Contracting Officer for State Agency Lisa L. Bujno, MSN, APRN Bureau Chief		1.10 State Agency Telephone Number 603-271-4501	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory FRANCIS G. MCGINTY EVP, TREASURER	
1.13 Acknowledgement: State of <u>ME</u> County of <u>Cumberland</u> On <u>5/21/13</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] <u>Mechelle Connolly</u>			
1.13.2 Name and Title of Notary or Justice of the Peace <u>mechelle Connolly</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>Lisa L. Bujno</u> Lisa L. Bujno, Bureau Chief	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <u>Vanessa P. Henrich Attorney</u> On: <u>17 Jun. 2013</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			



NH Department of Health and Human Services

Exhibit A

Scope of Services

Poison Control Center Services

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

CONTRACTOR NAME: MaineHealth

ADDRESS: 110 Free Street
Portland, Maine 04101

Director: Karen Simone

TELEPHONE: 207-662-7221

The Contractor shall:

I. General Provisions

A) Relevant Policies and Guidelines

1. The Contractor shall operate a poison center that meets the certification criteria established by the American Association of Poison Control Centers.
2. The Contractor shall adhere to the Health Insurance Portability and Accountability Act requirements to maintain the confidentiality of protected health information provided by individuals who contact the poison control center.

B) State and Federal Laws

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

1. Persons employed by the contractor shall comply with the reporting requirements of New Hampshire RSA 169:C, Child Protection Act; RSA 161:F46, Protective Services to Adults and RSA 631:6, Assault and Related Offences.

C) Publications Funded Under Contract

1. The Division of Public Health Services and/or its funders will retain COPYRIGHT ownership for any and all original materials produced with the Division of Public Health Services contract funding, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports.
2. All documents (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from the Division of Public Health Services before printing, production, distribution, or use.
3. The Contractor shall credit the Division of Public Health Services on all materials produced under this contract following the instructions outlined in Exhibit C1 (5).

D) Culturally and Linguistically Appropriate Standards of Care

The Division of Public Health Services recognizes that culture and language have considerable impact on how consumers access and respond to public health services. Contractors shall provide culturally and linguistically appropriate services according to the following guidelines:

1. Assess the ethnic/cultural needs, resources and assets of their community.
2. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.
3. Provide clients of limited English proficiency Language Efficiency and Proficiency with interpretation services. Persons of Language Efficiency and Proficiency are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provided to them without language assistance.
4. Offer consumers a forum through which clients have the opportunity to provide feedback to providers and organizations regarding cultural and linguistic issues that may deserve response.
5. The contractor shall maintain a program policy that sets forth compliance with Title VI, Language Efficiency and Proficiency Citation 45 CFR 80.3(b) (2). The policy shall describe the way in which the items listed above were addressed and shall indicate the circumstances in which interpretation services are provided and the method of providing service (e.g. trained interpreter, staff person who speaks the language of the client, language line).

E) Subcontractors

1. If any services required by this Exhibit are provided, in whole or in part, by a subcontracted agency or provider, the Division of Public Health Services, Maternal and Child Health Section must be notified in writing and approve the subcontractual agreement, prior to initiation of the subcontract.
2. In addition, the original Division of Public Health Services contractor will remain liable for all requirements included in this Exhibit and carried out by subcontractors.

II. Minimal Standards of Core Services

A) Service Requirements

1. The Contractor shall provide a full time (24 hours) hotline service, utilizing the national toll free call number, 1-800-222-1222 (established by the American Association of Poison Control Centers). This hotline will answer calls for both the lay public and healthcare professionals on poisoning emergencies and basic poison prevention non-emergencies.
2. The Contractor shall participate in and submit data to the National Poison Data System, a real-time surveillance system.
3. With respect to bioterrorism and public health emergency response planning, the Contractor shall:
 - a) Provide call-surge backup when requested by the Division of Public Health Services.
 - b) Collaborate with the Division of Public Health Services to identify and share surveillance data gleaned from poison control center activities that may serve as early warning data for public health threats and emergencies.


5/21

- c) Provide ongoing education, including emergency preparedness and response training, as requested.
 - d) Participate, as requested, in the New Hampshire Health Alert Network notifications for both drills and actual events.
4. Coordinate education activities and strategies with the Division of Public Health Services' Injury Prevention Program, including participating as a member of the Injury Prevention Advisory Council. The Poison Educator shall be physically located within the Injury Prevention Program.
 5. The Contractor will maintain a statewide inventory of the location and ability for mobilization of poison antidotes.

B) Staffing Provisions

The Contractor shall have, at a minimum, staffing consistent with certification through the American Association of Poison Control Centers.

1. New Hires

The Contractor shall notify the Division of Public Health Services in writing within one month of hire when a new staff person essential to carrying out contracted services is hired to work in the program. A resume of the employee shall accompany the aforesaid notification.

2. Vacancies

a) The Contractor must notify the Division of Public Health Services in writing if any critical position is vacant for more than one month, or if at any time funded under this contract does not have adequate staffing to perform all required services for more than one month. This may be done through a budget revision.

C) Meetings and Trainings

The contractor will be responsible for sending staff to meetings and/or training identified by the Division of Public Health Services.

III. Quality or Performance Improvement (QI/PI)

A) Data and reporting requirements

1. The Contractor shall provide annual reports, in a format approved by the Division of Public Health Services, documenting data collected on elements that match the data reporting requirements of the National Poison Data System.

B) On-site reviews

1. The Contractor shall allow a team or person authorized by the Maternal and Child Health Section to periodically review the contractor's systems of governance, administration, data collection and submission, programmatic, and financial management in order to assure systems are adequate to provide the contracted services.
2. The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this exhibit.

Contractor Initials:
 Date: 5/21

NH Department of Health and Human Services

Exhibit B

Purchase of Services
Contract Price

Poison Control Center Services

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

CONTRACTOR NAME: MaineHealth

ADDRESS: 110 Free Street
Portland, Maine 04101

Director: Karen Simone

TELEPHONE: 207-662-7221

Vendor #153202-B001

Job #90001228
#90077021

Appropriation #05-95-90-902010-1228-102-500731
#05-95-90-902510-5171-102-500731

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

\$1,040,000 for poison control center services, funded from 100% general funds.

\$67,000 for poison control center services, funded from 85.45% federal funds from the Centers for Disease Control and Prevention (CFDA #93.074) and 14.55% general funds.

TOTAL: \$1,107,000

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

Contractor Initials:

Date:


5/21

6. The Contractor may amend the contract budget for any Service category through line item increases, decreases, or the creation of new line items provided these amendments do not exceed the contract price for that particular Service category. Such amendments shall only be made upon written request to and written approval by the State. Budget revisions will not be accepted after June 20th of each contract year.
7. The Contractor shall have written authorization from the State prior to using contract funds to purchase any equipment with a cost in excess of three hundred dollars (\$300) and with a useful life beyond one year.

The remainder of this page is intentionally left blank.

Contractor Initials: _____

Date: _____

DN
7/5/21

NH Department of Health and Human Services

Exhibit C

SPECIAL PROVISIONS

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

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



5/21

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

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

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

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

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

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

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

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

10.1 **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

10.2 **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

11. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directed connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Subparagraph 14.2 of the General Provisions of this contract is deleted and the following sub paragraph is added:

14.2 The policies described in subparagraph 14.1 of this paragraph shall be issued by underwriters authorized to do business in the State of New Hampshire.

17. **Renewal:**

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

18. **Authority to Adjust**

Notwithstanding paragraph 18 of the P-37 and Exhibit B, Paragraph 1 Funding Source(s), to adjust funding from one source of funds to another source of funds that are identified in the Exhibit B Paragraph 1 and within the price limitation, and to adjust amounts if needed and justified between State Fiscal Years and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Council.

Contractor Initials: 

Date: 5/21

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

4. CONDITIONAL NATURE OF AGREEMENT.

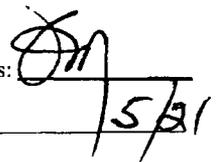
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent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

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

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

Contractor Initials:

Date: _____



SPECIAL PROVISIONS – DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

Contractor Initials: SM
Date: 5/21

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.

Francis G. McGinty FRANCIS G. MCGINTY, EVP + TREASURER
Contractor Signature Contractor's Representative Title

MaineHealth
Contractor Name

MAY 21, 2013
Date