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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 J. Bobinsky
Acting Director

June 26, 2015

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

Sole Source

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to exercise a **sole source** renewal option and amend a contract with Robert Gougelet, MD, Purchase Order # 1035371, Vendor # 254519-B001, 3 Pingree Road, Hanover, NH 03755, by increasing the Price Limitation by \$95,000 from \$220,000 to an amount not to exceed \$315,000 to provide expert disaster medicine and public health emergency consultation services, and extend the Completion Date from August 31, 2015 to June 30, 2017, effective September 1, 2015 or the date of Governor and Council approval, whichever is later. This agreement was originally approved by Governor and Council on January 20, 2014, Item #35. 87.37% Federal and 12.63% General.

Funding is available in the accounts listed below; pending legislative approval of the next biennial budget, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval from Governor and Executive Council.

05-95-90-902510-2239 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, HOSPITAL PREPAREDNESS

Fiscal Year	Class /Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 14	102-500731	Contracts for Prog Svc	90077700	33,000	0	33,000
SFY 15	102-500731	Contracts for Prog Svc	90077700	66,000	0	66,000
SFY 16	102-500731	Contracts for Prog Svc	90077700	11,000	55,000	66,000
SFY 17	102-500731	Contracts for Prog Svc	90077700	0	0	0
			Sub Total	\$110,000	\$55,000	\$165,000

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

Fiscal Year	Class /Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 14	102-500731	Contracts for Prog Svc	90077021	33,000	0	33,000
SFY 15	102-500731	Contracts for Prog Svc	90077021	66,000	0	66,000
SFY 16	102-500731	Contracts for Prog Svc	90077021	11,000	20,000	31,000
SFY 17	102-500731	Contracts for Prog Svc	90077021	0	20,000	20,000
			Sub Total	\$110,000	\$40,000	\$150,000
			TOTAL	\$220,000	\$95,000	\$315,000

EXPLANATION

This request is **sole source**. Dr. Robert Gougelet, is a respected expert in the field of emergency medicine who began his medical disaster preparedness contractual work for the State in August 2002, after the first post 9/11 Federal Health Resources and Services Administration's "Bioterrorism Hospital Preparedness Program" cooperative agreement was awarded to the State. As a recognized leader in disaster medicine, and with exclusive knowledge of New Hampshire's public health and healthcare system preparedness plans, Dr. Gougelet is uniquely qualified in New Hampshire to provide this emergency response work. Dr. Gougelet is an active member of the Division of Public Health Services Incident Management Team and serves on this team as the primary support and clinical advisor in the subject of disaster medicine; particularly related to mass casualty and medical surge of healthcare systems.

Funds in this agreement will be used to provide physician consultation and presence including medical command and control at response clinics/mass casualty incident scenes as a Division of Public Health Services Incident Management Team member to assure adequate resources and a coordinated response to local, regional or statewide public health incidents.

Should Governor and Executive Council not authorize this Request, there will be diminished capacity to respond to public health emergencies warranting incident management, resulting in increased risk in the state for an effective and timely response to public health emergencies.

As referenced in the original letter approved by Governor and Council, and in the Exhibit C-1 of the contract, the Department of Health and Human Services in its sole discretion may decide to offer a two (2) year extension of this agreements, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council. In order to align the contract project term with the Federal grant year term, the Department is only exercising 22 months of this option.

Over the term of the original contract, the vendor has consistently and successfully met the contract deliverables on a timely basis. The following performance measures will be used to measure the effectiveness of the agreements for each participating school as follows:

- 100% of high-priority public health emergency and disaster medicine consultation requests made by DHHS/DPHS Incident Management Team are met within a 24 hour period of time.

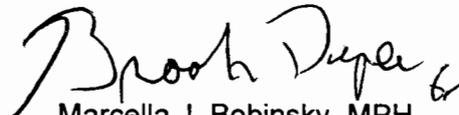
- 90% of time, responds within 30 minutes when requested for clinical and Incident Command System support during actual events.

Area served: Statewide.

Source of Funds: 87.37% Federal Funds from Centers for Disease Control and Prevention and 12.63% 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,



Marcella J. Bobinsky, MPH
Acting Director

Approved by: 
 Nicholas A. Toumpas
Commissioner



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the
Disaster Medicine Consultation Services Contract**

This 1st Amendment to the Disaster Medicine Consultation Services contract (hereinafter referred to as "Amendment One") dated this 23rd day of June, 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 Robert Gougelet, MD, (hereinafter referred to as "the Contractor"), an individual with a place of business at 3 Pingree Road, Hanover, NH 03755.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on January 29, 2014, Item #35, 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. Amend Form P-37, Block 1.7, to read June 30, 2017.
2. Amend Form P-37, Block 1.8, to read \$315,000.
3. Amend Form P-37, Block 1.9, to read Eric Borrin, Director of Contracts and Procurement.
4. Amend Form P-37, Block 1.10 to read 603-271-9558.
5. As of January 1, 2016, Exhibit A shall be deleted in its entirety and replaced with Exhibit A Amendment #1. This new Scope of Work shall become effective January 1, 2016.
6. Delete Exhibit B in its entirety and replace with Exhibit B Amendment #1.
7. Delete Exhibit C in its entirety and replace with Exhibit C Amendment #1.
8. Delete Exhibit G in its entirety and replace with Exhibit G Amendment #1.
9. Delete Exhibit I in its entirety and replace with Exhibit I Amendment #1.

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


7/24/15



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

7/21/15
Date

State of New Hampshire
Department of Health and Human Services

[Signature]
Brook Dupee
Bureau Chief

Robert Gougelet, MD

7/21/15
Date

[Signature]
Name: Robert Gougelet, MD
Title: Consultant

Acknowledgement:

State of NH, County of Merrimack on 7-21-2015 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.

[Signature]
Signature of Notary Public or Justice of the Peace

Elizabeth Louise Biron, Notary
Name and Title of Notary or Justice of the Peace

My Commission Expires: 12-19-2017



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.
OFFICE OF THE ATTORNEY GENERAL

7/16/15
Date

[Signature]
Name: Megan Hagan
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: 6/29/15



Exhibit A Amendment #1

SCOPE OF SERVICES

1. Required Services

Contract period: January 1, 2016 through June 30, 2017

The Contractor shall:

- 1.1. On behalf of the New Hampshire Department of Health and Human Services (DHHS), Division of Public Health Services (DPHS), Robert Gougelet, MD, herein referred to as the Consultant, will assist the State of New Hampshire through its DHHS with providing disaster medicine/public health emergency consultation services, specifically with a primary focus on enhancing medical surge capacity and building infectious disease readiness and response capacity. Disaster medicine support services are designed to improve statewide public health emergency preparedness (PHEP) and healthcare system preparedness (HSP) capacity in the areas of mass casualty or mass care responses.
- 1.2. Dr. Gougelet will serve as the primary support and subject matter expert on disaster medicine and capacity building for medical surge and mass casualty through the following activities when activated as a member of the DPHS Incident Management Team (IMT):
 - 1.2.1. Provide medical advice and clinical recommendations pertaining to disaster medicine in person, by e-mail, or telephone;
 - 1.2.2. Conduct background research on topics to support medical advice and clinical recommendations on disaster medicine issues;
 - 1.2.3. Provide guidance and participation in the planning, development and execution of exercises related to public health emergency preparedness as requested;
 - 1.2.4. Respond as an ICS trained member of the DPHS Incident Management Team as requested by DPHS.
- 1.3. Dr. Gougelet will be paid an agreed upon hourly rate, only upon activation or as requested for consultation by DHHS.
- 1.4. Dr. Gougelet will provide physician consultation for public health emergency planning and medical disaster management upon request for an active incident (s) and as an activated Incident Command System (ICS) member of the DPHS Incident Management Team or in technical consultation as outlined below:
 - 1.4.1. Provide subject matter expertise consultation regarding emergency response, including but not limited to bioterrorism, outbreaks of infectious disease, mass casualty/care response, and Chemical, Biological, Nuclear and Explosive (CBRNE) preparedness and response;
 - 1.4.2. In the Medical Advisor role, of the DPHS Incident Management Team participate in, and respond to, DHHS/DPHS Incident Management Team notifications, and actual events, as requested;
 - 1.4.3. Provide physician presence and medical command and control at response clinics/mass casualty incident scenes as a DPHS Incident Management Team member.

6/29/15



Exhibit A Amendment #1

- 1.4.4. Assume ICS roles in an active incident as requested by DHHS including but not limited to; Operations Chief, Planning Chief, Medical Advisor and Safety Officer.

2. Reporting Requirements

- 2.1. Dr. Gougelet shall submit to the DHHS/DPHS Bureau of Infectious Disease Control Bureau Chief, the following data to monitor program performance:
- 2.1.1. Quarterly reports on program activities and plans for the upcoming quarter, in a format developed and approved by DHHS/DPHS. Reports will be due 30 days following the end of each calendar quarter and include the following:
- Narrative of work completed during the past quarter;
 - Narrative of work in process during the past quarter;
 - Narrative of plans for the upcoming quarter, including challenges and/or barriers to completing requirements as described in this Exhibit A.
- 2.1.2. Final cumulative report on program activities and accomplishments, in a format developed and approved by DHHS/DPHS. Report will be due 45 days following the end of contract term.

3. Performance Measures:

- 3.1. 100% of high-priority public health emergency and disaster medicine consultation requests made by DHHS/DPHS Incident Management Team are met within a 24 hour period of time.
- 3.2. 90% of time, responds within 30 minutes when requested for clinical and ICS support as a DPHS Incident Management Team ICS member during actual events.

A
6/29/15



Exhibit B Amendment #1
Method and Conditions Precedent to Payment

1) Funding Sources:

- a. \$55,000 = 100% 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, \$55,000 in SFY2016.
 - b. \$40,000 = 70% 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 30% General Funds, \$20,000 in SFY2016 and \$20,000 in SFY2017.
- \$95,000 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.

a. 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 forty (40) days after the contract Completion Date.

b. 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 approved activities for the contract period. Reimbursement shall be made monthly based at \$85.00 per hour for hours worked during the previous month.

4) 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 upon compliance with reporting requirements and performance and utilization review. Contractors will keep detailed records of their activities related to DHHS-funded programs and services.

5) Contractors are accountable to meet the scope of services. Failure to meet the scope of services may jeopardize the funded contractor's current and/or future funding. Corrective action may include actions such as a contract amendment or termination of the contract. The contracted organization shall prepare progress reports, as required.

6) 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.

[Handwritten Signature]

6/29/15



SPECIAL PROVISIONS

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

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

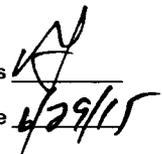

Date 6/29/15



- 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.


Date 4/29/15



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 (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) 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

[Handwritten Signature]
Date *6/29/15*



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


6/29/11



- 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.

AA
6/29/15



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

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

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

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

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

Exhibit G- Amendment #1

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

Contractor Initials

Date

6/29/15



HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

[Handwritten Signature]
6/29/15

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: Dr. Gougelet, MD

6/29/15
Date

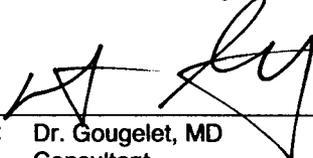

Name: Dr. Gougelet, MD
Title: Consultant

Exhibit G- Amendment #1

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

Contractor Initials



Date

6/29/15



Exhibit I Amendment #1

- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

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

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

[Handwritten Signature]
6/25/15



Exhibit I Amendment #1

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

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

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

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

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI.

A

6/29/15



Exhibit I Amendment #1

- pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.
- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
 - g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
 - h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
 - i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
 - j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
 - k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
 - l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

3/2014

Contractor Initials

Date


6/29/15



Exhibit I Amendment #1

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

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

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

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Contractor Initials

[Handwritten Signature]

Date

4/29/15



Exhibit I Amendment #1

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) l, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health and Human Services

The State

Brook Dupee
Signature of Authorized Representative

Brook Dupee

Name of Authorized Representative

Bureau Chief

Title of Authorized Representative

7/1/15
Date

Dr. Gougelet, MD

Name of the Contractor

[Signature]
Signature of Authorized Representative

Dr. Gougelet, MD

Name of Authorized Representative

Consultant

Title of Authorized Representative

6/29/15
Date

[Signature]
Date 6/29/15



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/30/2015

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

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

PRODUCER Marsh & McLennan Agency-SBS, a service of Seabury and Smith, Inc. 9830 Colonnade Boulevard, Suite 400 PO Box 659520 San Antonio, TX 78265-9520	CONTACT NAME:	
	PHONE (A/C No. Ext): 888-591-1954	FAX (A/C No.): 210-737-3584
INSURED Robert Gougelet MD 3 Pingree Road Hanover, NH 03755	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: HANOVER INSURANCE COMPANY	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL/SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			OHDA00087602	05/07/2015	05/07/2016	EACH OCCURRENCE	\$2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$2,000,000
							GENERAL AGGREGATE	\$4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$4,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			ODHA00087602	05/07/2015	05/07/2016	EACH OCCURRENCE	\$1,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$1,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Professional Liab. (E&O)			LHD993571102	05/07/2015	05/07/2016	Limit Ea Claim	1,000,000
							Limit all Claims	1,000,000
							Deduct. Ea Claim	2,500

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

CERTIFICATE HOLDER**CANCELLATION**

NH DHHS
Attn: Bobbie Aversa, BS, Administrator
Contracts & Procurement Unit
129 Pleasant Street
Concord, NH 03301

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

AUTHORIZED REPRESENTATIVE
Katrice G. Johnson

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CURRICULUM VITAE

ROBERT M. GOUGELET, MD
Robert.M.Gougelet@Dartmouth.edu
(603) 520-5958

3 Pingree Road
Hanover, NH 03755

EDUCATION:

Doctor of Medicine 1979 – 1983
University of New Mexico, Albuquerque, NM

Bachelor of University Studies 1975 – 1979
University of New Mexico, Albuquerque, NM

POSTDOCTORAL TRAINING:

Family Medicine 1984 – 1987
Ohio State University Department of Family Medicine, Columbus, OH

LICENSURE AND CERTIFICATION:

New Hampshire Medical License #10711 1999 – Present
Diplomat, American Academy of Family Practice 2003 – Present

SECURITY CLEARANCE LEVEL:

SECRET

ACADEMIC APPOINTMENTS:

Assistant Professor 2002 – Present
Department of Medicine – Division of Emergency Medicine
Dartmouth-Hitchcock Medical Center, Lebanon, NH

Clinical Instructor 1999 – 2002
Department of Medicine – Division of Emergency Medicine
Dartmouth-Hitchcock Medical Center, Lebanon, NH

Assistant Professor in Emergency Medicine 1989 – 1999
Department of Emergency Medicine
University of New Mexico School of Medicine, Albuquerque, NM

HOSPITAL APPOINTMENTS:

Senior Medical Staff 2007 – Present
Dartmouth-Hitchcock Medical Center, Lebanon, NH

Attending Physician – Emergency Medicine 1999 – Present
Dartmouth-Hitchcock Medical Center, Lebanon, NH

Attending Physician – Emergency Medicine 1988 – 1999
University of New Mexico Hospital, Albuquerque, NM

Attending Physician (occasional) – Emergency Medicine 1994 – 1997
Gallup Indian Medical Center, Gallup, NM

Attending Physician – Emergency Medicine 1988 – 1990
St. Joseph's Hospital System, Albuquerque, NM

Attending Physician – Emergency Medicine 1986 – 1988

Chillicothe Emergency Physicians Group, Chillicothe, OH

OTHER PROFESSIONAL POSITIONS:

Technical Advisor/Consultant April 2013 – Present
U.S. Army Edgewood Chemical and Biological Command (ECBC), Edgewood, MD
Contract Administered through Battele Memorial Institute

Subject Matter Expert to New Hampshire Departments of Health and Safety for Mass Casualty Planning and Response, Concord, NH 2001 – Present

Physician Administrator 1994 – 1995
New Mexico State Department of Health, Albuquerque, NM

MAJOR COMMITTEE ASSIGNMENTS AND CONSULTATIONS:

National/International:

InterAgency Board Member
Health, Medical and Responder Safety Sub-Committee 2010 - Present
Department of Defense Consequence Management Program and
Department of Justice Federal Bureau of Investigations Weapons of Mass Destruction

Member 2010 – Present
Sector Coordinating Council
U.S. Department of Homeland Security, Washington, DC

Medical Treatment Facilities Sub-Council Work Group Member 2006 – Present
Healthcare Sector Coordinating Council (HSCC)
U.S. Department of Health and Human Services, Washington, DC

Member 2006 – Present
Pandemic Preparedness Coordinating Committee
New Hampshire Department of Health and Human Services, Concord, NH

Member 2005 – 2010
National Program Review Working Group
Metropolitan Medical Response System (MMRS)
U.S. Department of Homeland Security, Washington, DC

Mass Human Decontamination Work Group Participant June 9, 2010
Mass Chemical Decontamination Working Group
Subcommittee on Decontamination Standards and Technologies
Committee on Homeland and National Security
National Science and Technology Council, Washington, DC

Work Group Participant March 29-30, 2010
Emergency Mass Critical Care in Pediatrics Meeting
Centers for Disease Control (CDC) Division of Healthcare Quality and Promotion, Atlanta, GA

Vice Chair 2007 – 2009
Federal Emergency Management Agency (FEMA) National Advisory Council
U.S. Department of Homeland Security, Washington, DC

Work Group Participant June 24, 2006
Health Resources and Services Administration (HRSA) Expert Panel
National Bioterrorism Hospital Preparedness Program (NBHPP)
Health Resources and Services Administration (HRSA), McLean, VA

<i>Work Group Participant</i> Health Resources and Services Administration (HRSA) Expert Panel Agency for Healthcare Research and Quality/ Office of the Assistant Secretary for Public Health and Emergency Preparedness (AHRQ/OASPHEP), Washington, DC	June 1, 2006
<i>Work Group Participant</i> Medical Treatment Facilities Sub-Council Work Group Member AEM Consensus Conference: Science of Surge, San Francisco, CA	May 17, 2006
<i>State Community Work Group Member</i> National Preparedness System U.S. Department of Homeland Security , Washington, DC	2006 – 2008
<i>Work Group Member</i> Agency for Healthcare Research and Quality (AHRQ), Community Planning Guide U.S. Department of Health and Human Services, Washington, DC	2006 – 2008
<i>Member</i> Targeted Capability Work Group, Long-Term Healthcare U.S. Department of Homeland Security, Washington, DC	2006 – 2008
<i>Member</i> Anti-terrorism Task Force U.S. Attorney, Massachusetts, Boston, MA	2005 – 2011
<i>Member</i> Bioterrorism Epidemic Response Model (BERM) Advisory Committee U.S. Department of Health and Human Services Agency for Healthcare Research and Quality (AHRQ), Washington, DC	2005 – 2007
<i>Co-Chair</i> Targeted Capability Work Group, Med-Surge U.S. Department of Homeland Security, Washington, DC	2005 – 2008
<i>Member</i> Surge Capacity Working Group Federal Medical Contingency Stations (FMCS) U.S. Department of Homeland Security and U.S. Department of Health and Human Services Federal Contingency Stations (FMCS), Washington, DC	2005 – 2007
<i>Member</i> 2006 Grants Guidance Committee Health Resources and Services Administration (HRSA) U.S. Department of Health and Human Services, Washington, DC	2005 – 2006
<i>Expert Review Panel Member</i> Hurricane Katrina Response and Recovery U.S. Department of Health and Human Services, Washington, DC	2005
<i>Chairman</i> Education, Research and Grants Sub-Committee American College of Emergency Physicians (ACEP), Disaster Medicine Section, Dallas, TX	2003 – 2005
<i>Member</i> Personal Protection and Equipment Work Group Disaster Medicine Section	2003 – 2005

American College of Emergency Physicians (ACEP), Dallas, TX

Regional:

<i>Acting Team Commander</i>	2009 – Present
NH-1 Disaster Medical Assistance Team (DMAT) U.S. Department of Health and Human Services Assistant Secretary for Preparedness and Response (ASPR), Lebanon, NH	
<i>Surge Capacity Panel Participant</i>	June 29, 2006
Pandemic Avian Flu Regional Committee Work Group Health Resources and Services Administration (HRSA) New England, Boston, MA	
<i>Medical Team Member/Team Leader</i>	2005 – Present
Central New Hampshire Special Operations Unit Central New Hampshire Region State of New Hampshire, Concord, NH	
<i>Chair</i>	2005 – 2009
Vermont Exercise and Training Work Group Vermont Department of Health, Burlington, VT	
<i>Member and Supervisory Physician</i>	2004 – 2009
MA-1 Disaster Medical Assistance Team (DMAT) Boston Area Disaster Response Teams U.S. Department of Health and Human Services, Boston, MA	
<i>Program Director and Regional Team Commander</i>	2003 – 2012
Northern New England Metropolitan Medical Response System U.S. Department of Homeland Security, Lebanon, NH	
<i>Medical Director</i>	2003 – 2008
Health Resources and Service Administration (HRSA) Bioterrorism Preparedness Vermont Department of Health, Burlington, VT	
<i>Team & Planning Member</i>	2003 – 2005
SARS Response Team and SARS Planning Team New Hampshire Department of Health and Human Services, Concord, NH	
<i>Member</i>	2003 – 2007
New Hampshire Governor's Advisory Council on Safety and Preparedness State of New Hampshire, Concord, NH	
<i>Member</i>	2002 – Present
Local Emergency Planning Council #12 State of Vermont, Woodstock, VT	
<i>Member</i>	2002 – 2008
Steering Committee on Bioterrorism and Public Health Preparedness State of New Hampshire, Concord, NH	
<i>Member</i>	2002 – 2005
Pediatric/Disaster Section Grant Task Force American College of Emergency Physicians (ACEP), Dallas, TX	
<i>Member</i>	2000 – 2005
Medical Advisory Sub-Committee Vermont Terrorism Task Force, State of Vermont, Burlington, VT	

<i>Member and Supervisory Physician</i> International Medical Surgical Response Team (IMSURT-East) U.S. Department of Homeland Security (DHS), Boston, MA	2000 – 2004
<i>Member</i> Region 1 Domestic Preparedness Advisory Committee (REDPAC) Trusted Agent Operation Yankee Federal Emergency Management Agency (FEMA), Maynard, MA	2000 – 2003
<i>Member</i> Vermont Bioterrorism Hospital Preparedness and Planning Committee State of Vermont, Burlington, VT	2000 – 2003
<i>Chairman</i> Pre-hospital and Inter-hospital Transportation Committee Regional Trauma Advisory Committee New Mexico State Department of Health, Santa Fe, NM	1996 – 1999
<i>Medical Director</i> Los Ranchos Fire Department, Los Ranchos, NM	1996 – 1999
<i>Program Director and Medical Director</i> Robert Wood Johnson Foundation Recovery High School Clinic, Albuquerque, NM	1996 – 1999
<i>Member</i> New Mexico #1 Disaster Medical Assistance Team (NM#1 DMAT) U.S. Department of Health and Human Services, Albuquerque, NM	1989 – 2001
<i>Medical Director</i> Bernalillo County Fire Department, Bernalillo County, NM	1989 – 1999
Institutional:	
<i>Member</i> Search Committee for Safety and Security Director Dartmouth College, Hanover, NH	2013
<i>Member</i> Global Health Steering Committee Dartmouth College, Hanover, NH	2009 - Present
<i>Member</i> Indian Health Services Steering Committee Dartmouth College, Hanover, NH	2011 - Present
<i>Member</i> Emergency Planning/Management Group Dartmouth College, Hanover, NH	2008 – Present
<i>Chairman</i> Emergency Management Committee Dartmouth-Hitchcock Medical Center, Lebanon, NH	2002 – 2006
<i>Medical Director</i> Emergency Response Dartmouth-Hitchcock Medical Center, Lebanon, NH	2002 – 2006

Medical Director 1991 – 1999
Adolescent Social Awareness (ASAP) Program
University of New Mexico, Albuquerque, NM

Assistant Medical Director 1989 – 1999
Center for Disaster Medicine
University of New Mexico, Albuquerque, NM

Membership, Office & Committee Assignments in Professional Societies:

Member 2002 – Present
New Hampshire Medical Society
Member 1999 – Present
New Hampshire Chapter
American College of Emergency Physicians
Member 1997 – Present
EMS and Disaster Medicine Sections
American College of Emergency Physicians
Member 1989 – Present
American College of Emergency Physicians
Member 1983 - Present
American Association of Family Practice

AWARDS AND HONORS:

Certification of Appreciation and Support from the June 2013
Department of Emergency Medicine and Critical Care
National Hospital Cayetono Heredia, Lima, Peru
Letter of Commendation, U.S. Army Edgewood Chemical and Biological Command June 2013
Letter of Commendation, State of New Hampshire, Governor John Lynch March 2013
Letter of Service, National Advisory Council January 2010
U.S. Department of Homeland Security
Federal Emergency Management Agency (FEMA)
Certification of Merit December 2006
International Association of Emergency Managers (IAEM)
C. Everett Koop Courage Award June 2006
Dartmouth College
Certificate of Appreciation May 2005
Paramedic Vaccine Evaluation Study Program
Division of Fire Standards and Training & Emergency Medical Services
New Hampshire Department of Safety
Guest Lecturer May 2004
Partnership for Peace Program
U.S. Department of Defense
University of New Hampshire
Distinguished Service Medal January 2004
U.S. Department of Homeland Security
Founding Member Award November 2003
U.S. Department of Homeland Security
Service Recognition Award March 2003
New Hampshire Smallpox Preparedness Program
Community Service and Recognition Award March 1999
Lifetime Member
International Association of Fire Fighters (IAFF)
Physician of the Month October 1996
Gallup Indian Medical Center

DEPLOYMENTS AND AWARDS FOR EMERGENCY RESPONSE EFFORTS:

<i>Deployment, Acting Team Commander, NH-1</i>	September 2012
ASPR/DMAT Deployment, Democratic National Convention	
<i>Deployment, Acting Team Commander, NH-1</i>	September 2011
9/11/2011, 10 th Anniversary, Contingency Deployment	
<i>Deployment, Medical Director</i>	September 2011
Hurricane Irene response in Vermont	
Agency (DHS NNE MMRS NH-1)	
<i>Deployment, Medical Director</i>	July 2010
Mt. Major brushfire in New Hampshire	
Agency (DHS NNE MMRS NH-1)	
<i>Response</i>	December 2009
Anthrax incident in New Hampshire	
<i>Deployment, Medical Director</i>	December 2008
Ice storm in New Hampshire	
Agency (DHS NNE MMRS NH-1)	
<i>Belarus International Trip, Head of Delegation</i>	September 17-23, 2008
Head of Delegation: Emergency Preparedness Conference and Youth Retreat and Firefighters Rally	
<i>Deployments, Supervisory Medical Officer</i>	Fall 2008
Hurricanes Gustav and Ike, Emergency Response	
Baton Rouge, LA	
Agencies (DHHS, ASPR, DMAT-MA1)	
<i>Certificate of Appreciation</i>	December 2005
Commitment and Service during and after Hurricane Katrina	
Forrest General Hospital, Hattiesburg, MS	
<i>Under Secretary's Award</i>	October 2004
U.S. Relief Effort to the Bam, Iran Earthquake in December 2003	
U.S. Department of Homeland Security, FEMA, Washington, DC	
<i>Certificate of Commendation</i>	October 2001
New York City Anthrax Postal Mission	
U.S. Department of Health and Human Services, Washington, DC	
<i>Certificate of Commendation</i>	September 2001
Hurricane Brett Deployment and Relief Effort	
U.S. Department of Health and Human Services, Washington, DC	
<i>Certificate of Commendation</i>	September 1998
Hurricane Georges Deployment and Relief Effort	
U.S. Department of Health and Human Services, Washington, DC	
<i>Letter of Commendation and Heroism</i>	September 1997
Tour Bus Freeway Accident	
Bernalillo County Fire Department, Bernalillo, NM	
<i>Certificate of Commendation</i>	Fall 1995
Deployment and Relief Efforts to Hurricane Marilyn, September 1995 and Hurricane Opal, October 1995	
U.S. Department of Health and Human Services, Washington, DC	
<i>Certificate of Commendation</i>	January 1994
Northridge Earthquake Deployment and Relief Effort	
U.S. Department of Health and Human Services, Washington, DC	
<i>Certificate of Commendation</i>	September 1992
Hurricane Andrew Deployment and Relief Effort	
U.S. Department of Health and Human Services, Washington, DC	
<i>Certificate of Commendation</i>	September 1989
Hurricane Hugo Deployment and Relief Effort	
U.S. Department of Health and Human Services, Washington, DC	

OTHER ACTIVITIES/VOLUNTEER ACTIVITIES:

Member

2011 - Present

Board of Directors: American Red Cross, Upper Valley, NH and VT Chapter <i>Member</i>	2008 - Present
Board of Directors: Young Rescuers USA, Manchester, NH <i>Member</i>	2010 - Present
Regional Emergency Response Team RRT-1 U.S. Coast Guard, Boston, MA <i>Member</i>	2009 - Present
New Hampshire Governor's Panel on Domestic Violence Fatalities <i>Member (Alt)</i>	2000 - 2009
New Hampshire Governor's Panel on Domestic Violence Fatalities <i>Incorporator</i>	2002 - 2006
Good Neighbor Health Clinic and Red Logan Dental Clinic, White River Junction, VT <i>Legislative Liaison & Alternate Councilor</i>	2000 - 2006
American College of Emergency Physicians (ACEP), New Hampshire Chapter <i>Member</i>	1994 - 1999
DWI Council, Albuquerque and Bernalillo County, NM <i>Chairman</i>	1997 - 1998
Fundraising Committee, Community Detoxification Center, Albuquerque, NM <i>President and Board Member</i>	1992 - 1995
Recovery High School Board, Albuquerque, NM	

TEACHING EXPERIENCE/CURRENT TEACHING RESPONSIBILITIES**The Dartmouth Center for Health Care Delivery:**

*Mentoring of Presidential Fellows, Medical and undergraduate students in Global Health
Peru, Haiti, IHS, Union of South Africa* 2010 - Present

Geisel School of Medicine at Dartmouth:

Community Based Medical Surge Capacity May 3, 2007

*Dartmouth Medical School, Hanover, NH
Emergency Preparedness* August 10, 2006

*Dartmouth Medical School, Hanover, NH
Mass Casualty Planning in Rural Areas* March 22, 2004

*Rural Health Scholars Program, Dartmouth Medical School, Hanover, NH
Meeting the Medical Challenges of Terrorism (Program Co-chair and Speaker)* September 2002

*Dartmouth Medical School, Hanover, NH
Dartmouth-Hitchcock Medical Center:
Federal Response to Catastrophic Mass Casualty Events* September 2000

*Department of Medicine Grand Rounds
Dartmouth-Hitchcock Medical Center, Lebanon, NH*

Dartmouth College and Other Regional:

*Regionalizing Emergency Care Delivery Services in a Pandemic
Technology and Biosecurity Course* April 19, 2011

*Thayer School of Engineering, Dartmouth College, Hanover, NH
Disaster and International Relief Medicine* October 28, 2010

*"Redesigning Healthcare: Problems and Opportunities 2010," Dr. Joseph Rosen, MD
Thayer School of Engineering, Dartmouth College, Hanover, NH
Regionalizing Emergency Care Delivery Services in a Pandemic
Technology and Biosecurity Course* May 12, 2010

*Thayer School of Engineering, Dartmouth College, Hanover, NH
Disaster and International Relief Medicine* October 22, 2009

*"Cybercare: Healthcare Systems in the 21st Century,"
Thayer School of Engineering, Dartmouth College, Hanover, NH
Emergency Preparedness for Public Health Practitioners* September 30, 2009

*The Dartmouth Institute for Health Policy and Clinical Practice
Dartmouth College, Lebanon, NH
ECS 157- Maser of Public Health Seminar Series
Biological Agents of Terrorism* February 19, 2008

Graduate Pharmacology Toxicology Course, Dartmouth College, Hanover, NH

<i>Public Health Emergency Preparedness</i> ECS 101 – Health Policy The Dartmouth Institute for Health Policy and Clinical Practice, Lebanon, NH	January 8, 2008
<i>Deployment to Iran</i> “Redesigning Healthcare: Problems and Opportunities,” Thayer School of Engineering, Dartmouth College, Hanover, NH	October 16, 2008
<i>Initial Hospital Disaster Response</i> Speaker and Co-Planner, Hospital Mass-Casualty Disaster Management Course Dartmouth College, Hanover, NH	September 11, 2006
<i>Biological Agents of Terrorism</i> Graduate Pharmacology Toxicology Course Dartmouth College, Hanover, NH	May 19, 2006
<i>Medical Surge Capacity Initiatives in the Northern New England Region</i> Center for the Evaluative Clinical Sciences Lecture Dartmouth College, Hanover, NH	January 27, 2005
<i>Bioterrorism/Disaster Preparedness</i> Part of Lecture on Environmental and Occupational Health Center for Evaluative Clinical Sciences, Dartmouth College, Hanover, NH	February 2003
<i>Bioterrorism: Medical Aspects, and the Health Care Response</i> Dartmouth Community Medical School, Hanover, NH	December 2001

INVITED PRESENTATIONS:**Regional:**

- “Northern New England Building Collaborative Disaster Planning Processes Between Hospitals and Emergency Management (SME)” – American College of Emergency Physicians Webinar, Irving, TX, July 22, 2011.
- “Response to an Improvised Nuclear Device” – Vermont Emergency Preparedness Conference, Burlington, VT, June 3, 2011.
- “Providing Medical Care in Under-resourced Settings” (Panelist) – Dartmouth Medical School, Hanover, NH, March 23, 2011.
- “Special Needs of Pediatric Patients During a Disaster” – Vermont Emergency Preparedness Conference, Stowe, VT, October 26, 2010.
- “Introduction to Modular Emergency Medical System (MEMS)” – New Hampshire Emergency Preparedness Conference, Manchester, NH, June 23, 2009.
- “Introduction to Modular Emergency Medical System (MEMS)” – Vermont Healthcare Emergency Preparedness Conference, Burlington, VT, June 4, 2009.
- “Action Network” – Center for Leadership Improvement, Dartmouth-Hitchcock Medical Center, Lebanon, NH, November 6, 2008.
- “Emergency Preparedness Program: Caring for Patients and Families; How to Continue Functioning in the Workplace in the Midst of an Emergency” – Continuing Nursing Education Seminar, St. Anselm College, Manchester, NH, May 29, 2008.
- “Emergency Preparedness for Mass Casualty Events” – Homeland Security Class University of New Hampshire, Manchester, NH, October 20, 2007.
- “Hospital Preparedness for Catastrophic Events” – Leadership Preventive Medicine Conference, Dartmouth-Hitchcock Medical Center (DHMC), Lebanon, NH, October 11, 2007.
- “Medical Surge” – All Hazards Health Regional Planning Group, Derry, NH, September 26, 2007.
- “Northern New England Metropolitan Medical Response System (MMRS)” – Vermont Emergency Preparedness and Emergency Directors (VT EP ED) Conference, Burlington, VT, September 21, 2007.
- “Where Does Your Team Fit in the Response Plan?” – Dartmouth-Hitchcock Medical Center EMS Conference, Hanover, NH, June 17, 2007.
- “Medical Surge” – Presentation to Hospital Staff, Dartmouth-Hitchcock Cheshire Medical Center, Keene, NH, June 13, 2007.
- “Pandemic Influenza: What Every Community Should Know” (Panel Discussion) – Portsmouth City Council Public Health Briefing, Portsmouth, NH, June 5, 2007.

- “Community-Based Medical Surge Capacity” (Keynote Speaker) – Central NH Emergency Medical Services (EMS) Conference, Sunapee, NH, April 28, 2007.
- “Community-Based Medical Surge Capacity” (Keynote Speaker) – Central NH Emergency Medical Services (EMS) Conference, Sunapee, NH, April 28, 2007.
- “Pandemic Flu Preparedness” (Speaker and Panelist) – Nashua Avian Flu Panel/Breakfast, Nashua, NH, May 9, 2006.
- “Regional Medical Direction for Mass Casualty Public Health Emergencies” – The North Country New Hampshire 14th Emergency Medical Services Conference, Bartlett, NH, October 13, 2006.
- “Regional Medical Direction for Mass Casualty Public Health Emergencies” – New England Council for EMS Fall Conference, Newport, RI, November 20, 2006.
- “Regional Medical Direction for Mass Casualty Public Health Emergencies” – New England Council for EMS Fall Conference, Newport, RI, November 20, 2006.
- “Northern New England Metropolitan Medical Response System (NNE MMRS)” Briefing – The North Country New Hampshire 14th Emergency Medical Services Conference, Bartlett, NH, October 13, 2006.
- “Mass Medical Surge Planning” (Speaker and Co-Planner) - Concord, NH, September 25, 2006.
- “Chemical Agents of Opportunity for Terrorism” (Planning Committee Member) – The Medical and Psychological Consequences of Toxic Industrial Chemicals (TICs) and Toxic Industrial Materials (TIMs) Conference, Dartmouth-Hitchcock Medical Center, Lebanon, NH, April 22, 2006.
- “It Looks Like a Disaster Every Day” (Speaker and Panelist) – Tools For Success: When Disaster Strikes, Concord Hospital Trauma Care, Concord, NH, April 11, 2006.
- “What Happens When The Chicken Crosses The Road? The Avian Flu: How to Prepare Yourself, Your Community and Your Business” – Dartmouth-Hitchcock Medical Center and the Center for Continuing Education in the Health Sciences, Hanover, NH, March 29, 2006.
- “Medical Surge” (Speaker and Panelist) – State and Local Government Coordination and Preparedness (SLGCP) Eastern Region Conference, Boston, MA, December 15, 2005.
- “Hometown Preparedness” (Speaker and Panelist) – State and Local Government Coordination and Preparedness (SLGCP) Eastern Region Conference, Boston, MA, December 15, 2005.
- “Metropolitan Medical Response System (MMRS) Briefing” – New Hampshire Department of Health and Human Services, ESF #8 Meeting, Concord, NH, December 5, 2005.
- “Northern New England Metropolitan Medical Response System (NNE MMRS) Vermont Medical Strike Team – Lakes Region Radio, WVNR, Radio Talk Show Guest Speaker, Poultney, VT, November 22, 2005.
- “Lessons Learned from Hurricane Katrina: Medical Surge Capacity: New Hampshire & Vermont - Better Together” (Keynote Speaker) – NH & VT 6th Annual Emergency Preparedness Conference, Newbury, NH, November 3, 2005.
- “Hurricane Katrina Hospital Perspective Lessons Learned” – New Hampshire Hospital Association Quarterly Meeting, Concord, NH, October 4, 2005.
- “Metropolitan Medical Response System (MMRS) Briefing” – New Hampshire Citizen Corps Outreach Seminar, Concord, NH, September 24, 2005.
- “Communities Responding to New Threats Using New Strategies and Partners” (Keynote Speaker) – New Hampshire State Conference, Local Emergency Preparedness: A Coalition of Disciplines, Concord, NH, June 29, 2005.
- “Metropolitan Medical Response System (MMRS) Briefing” – Vermont Department of Health, Meeting on State Support Function (SSF) #8, Health and Medical Services, Burlington, VT, May 9, 2005.
- “Northern New England Metropolitan Medical Response System (NNE MMRS) Overview” – New England Emergency Medical Services for Children (EMS-C) Regional Symposium 2004, Newport, RI, November 20, 2004.
- “Northern New England Metropolitan Medical Response System (NNE MMRS) Overview” – 5th Annual Emergency Preparedness Conference: Cross-Border Collaboration: The VT/NH Partnership for Preparedness, Killington, VT, November 10, 2004.
- “New Hampshire Pharmaceutical Cache Program” – New Hampshire Hospital Association, Hospital Emergency Preparedness Group, Concord, NH, October 12, 2004.
- “The Disaster Medical Assistance Team (DMAT) Response” – U.S. Coast Guard Academy Second Annual New England Homeland Security Conference, New London, CT, May 27, 2004.
- “Ambulatory Care Issues in Bioterrorism Events” – Ambulatory Care Conference 2004: Nursing in a New World, Dartmouth-Hitchcock Medical Center, Lebanon, NH, May 13, 2004.
- “Metropolitan Medical Response System (MMRS)” – Mass Casualty Incident (MCI) Disaster Triage Session, Dartmouth-Hitchcock Medical Center, Lebanon, NH, May 5, 2004.
- “Mass Casualty Emergency Preparedness and Response” – Institute for Security Technology Studies, Dartmouth College, Hanover, NH, April 27, 2004.

- “Northern New England Metropolitan Medical Response System (NNE MMRS) Update” – New Hampshire Hospital Association, Hospital Emergency Preparedness Group, Concord, NH, April 6, 2004.
- “Planning and Response Pearls for Chemical Exposures” (Speaker and Panelist) – Vermont Department of Health, Symposium on Chemical Exposures: Clinical Considerations, Preparedness and Response, Montpelier, VT, March 30, 2004.
- “Iran Earthquake Response” – Norwich Fire Department Annual Meeting, Norwich, VT, March 6, 2004.
- “Federal Response to Bam, Iran Earthquake” – New Hampshire Hospital Association, Concord, NH, February 3, 2004.
- “Current Concepts in Emergency Preparedness” – New Hampshire Cyber Summit, Hanover, NH, November 13, 2003.
- “Surge Capacity” (Speaker and Planning Committee Member) – 4th Annual Emergency Preparedness Conference, Killington, VT, October 29, 2003.
- “Smallpox Immunization Seminar” (Program Director and Moderator) – New Hampshire Department of Health and Human Resources & Dartmouth Medical School, Hanover, NH, January 18, 2003.
- “Smallpox Reviews and Current Concepts” – NH EMS District A-6/ VT District 9 Continuing Education Program, Dartmouth-Hitchcock Medical Center, Lebanon, NH, January 14, 2003.
- “Disaster Response” – Twelfth Annual Conference on TRAUMA, Dartmouth-Hitchcock Medical Center, Lebanon, NH, October 15, 2002.
- “Responding Acutely: How Hospitals and Ambulatory Care Centers Prepare for a Public Health Threat” – New Hampshire Public Health Association Fall Forum: Emerging Public Health Threats: Are We Ready? Concord, NH, October 2002.
- “Disaster Medical Assistance Teams and Disaster Operational Response Teams (DMATS & DMORTS)” – Concord General Hospital, Continuing Medical Education (CME) Trauma Conference, Concord, NH, March 2002.
- “Making Public Meetings More Secure” (Keynote Speaker) – 12th Annual Vermont and New Hampshire Fair Meeting, Fairlee, VT, February 2002.
- “Meet the Medical Challenges of Terrorism, Overview: Response to Terrorism,” – NH Medical Society and NH Department of Health and Human Services, Concord, NH, December 2001.
- “Hospital Decontamination and Security” (Panelist) – Vermont Association of Hospitals and Health Systems, Killington, VT, October 2001.
- “Medical Disaster Conference” (Conference Co-organizer and group leader) – Thayer School of Engineering, Dartmouth College, Hanover, NH, June 2001.
- “National Disaster Response” – New Hampshire District A-6/VT District 9 Continuing Education Program, Dartmouth-Hitchcock Medical Center, Lebanon, NH, December 12, 2000.
- “Emerging Threats: Local and State Response” – Institute for Security Technology Studies, Emerging Threats Assessment, Biological Terrorism, Dartmouth College, Hanover, NH, June 2000.
- “Upper Extremity Injuries: Managing Medical Emergencies” – Dartmouth-Hitchcock Medical Center, Lebanon, NH, May 2000.
- “Stroke in the Prehospital Setting” – Woodsville Fire/Rescue Training, Woodsville, NH, March 2000.
- “Three Hurricanes in Comparison and Contrast” – Second Annual Symposium: Disaster Medical Issues, University of New Mexico Center for Disaster Medicine, Albuquerque, NM, October 1994.
- “The Gunshot Victim and the Emergency Department” – Trauma Update '93, Albuquerque, NM, December 1993.

National:

- “Use of All-Hazards Modular Emergency Medical System (MEMS) to Build Community Resiliency in Emergency Planning and Response” – VHA 2011 Comprehensive Emergency Management Program Evaluation and Research Conference (CEMPER 2011): The Federal Role in Building Community Resilience, Hilton Alexandria Old Town Hotel, Alexandria, VA, May 10, 2011.
- “Application of the Modular Emergency Medical System (MEMS) for a Comprehensive Community-based Cholera Response in Haiti” – 2010 Conference, Modeling for Public Health Action: From Epidemiology to Operations, Centers for Disease Control, Intercontinental Hotel Buckhead, Atlanta, GA, December 9, 2010.
- “Leadership in the MMRS and UASI Programs, Medical Track” – 2010 National UASI Conference, Riverside Hilton, New Orleans, LA, June 24, 2010.
- “CDC Project 5 Essential Services Delivery” (Speaker and Panelist) – Collaborative Planning for the Delivery of Essential Healthcare Services Conference Westin Buckhead, Atlanta, GA, March 9, 2010.
- “Disaster Preparedness, Response, and Post-disaster Operations” (Speaker and Panelist) – 2010 Health and Humanitarian Logistics Conference, Georgia Tech Hotel and Conference Center, Atlanta, GA, March 5, 2010.
- “The Fundamentals of Nuclear Disaster Planning” (Speaker and Panelist) – The Fourth National Emergency Management Summit, Renaissance Hotel, Washington, DC, March 3, 2010.

- “FEMA and Technological Change” (Speaker and Panelist) – National Academies of Science and Institute of Medicine, Committee on Science, Engineering, and Public Policy, National Academy of Science, Washington, DC, December 5, 2008.
- “Forum on Medical and Public Health Preparedness for Catastrophic Events” – Institute of Medicine (IOM) of the National Academies, Board on Health Sciences Policy, National Academy of Sciences, Washington, DC, October 20, 2008.
- “Hospital Preparedness and Decontamination” – Aberdeen Decontamination Workshop, U.S. Army Edgewood Chemical and Biological Command Center, Aberdeen, MD, July 7, 2008.
- “Limited Health Care Resources: Prioritizing Access in a Community Emergency” (Speaker and Panelist) – University at Buffalo Center for the Arts, Buffalo, NY, November 16, 2007.
- “How Clean is Clean Enough?” – Aberdeen Decontamination Workshop, U.S. Army Edgewood Chemical and Biological Command Center, Aberdeen, MD, September 12, 2007.
- “Medical Surge” (Panelist on *Live Response*) – National Terrorism Preparedness Institute, St. Petersburg, FL, January 24, 2007.
- “Mass Medical Surge Planning” – 2006 Homeland Security Summit: Partnering for Preparedness, Comprehensive Coverage of all Homeland Security Mandates and Solutions, The Performance Institute, Arlington, VA, September 26, 2006.
- “Mass Medical Surge Planning” – 2006 National Summit on Pandemic Disease and Avian Influenza, The Performance Institute, Arlington, VA, July 31, 2006.
- “Sheltering/Mass Care: Disability Accommodation, Medical Surge and Special Needs Sheltering” – National Hurricane Conference, New Orleans, LA, April 5, 2006.
- Roundtable on “All-Hazards Medical Preparedness and Response,” (Participant/Testimonial) – United States Senate Subcommittee on Bioterrorism and Public Health Preparedness, Washington, DC, April 5, 2006.
- “Response – Public Health and Safety: Multi-Hazard Exposures and Effect” (Speaker and Panelist) – Critical Infrastructure Resilience/ISBE 2006 Conference and Expo, Washington, DC, February 15, 2006.
- “Health Resources and Services Administration (HRSA) Expert Panel” (Participant) – National Bioterrorism Hospital Preparedness Program (NBHPP), Herndon, VA, January 31, 2006.
- “Public Health Emergency Preparedness and Response for Large-Scale Mass Casualty Events” – American Public Health Association 133rd Annual Meeting & Exposition, Philadelphia, PA, December 10, 2005.
- “Hurricane Katrina Hospital Perspective: Lessons Learned” – Medical Staff Presentation, Forrest General Hospital, Hattiesburg, MS, December 8, 2005.
- “Working with Elected Officials” (Speaker and Panelist) – Metropolitan Medical Response System (MMRS) 2005 Conference, Homeland Security & Mass Casualty Preparedness: The Local Capability Imperative, Orlando, FL, April 28, 2005.
- “Medical Surge Capacity” (Speaker and Panelist) – Metropolitan Medical Response System (MMRS) 2005 Conference, Homeland Security & Mass Casualty Preparedness: The Local Capability Imperative, Orlando, FL, April 28, 2005.
- “Mass Casualty Response” (Panel Discussion) – Mayo Clinic, Rochester, MN, March 25, 2005.
- “Emergency Medical Services: It Looks Like a Disaster Every Day” (Speaker and Panelist) – American College of Emergency Physicians Spring Congress, Orlando, FL, March 5, 2005.
- “Community-Based Emergency Management Roundtable” (Participant) – Joint Commission on Accreditation of Healthcare Organizations, Rosemont, IL, October 29, 2004.
- “Northern New England Metropolitan Medical Response System (NNE MMRS) Overview” – Department of Homeland Security/ Federal Emergency Management Agency (DHS/FEMA) Region II MMRS Conference, Jersey City, NJ.
- “Surge Capacity Planning Issues” (Speaker and Panelist) – Bioterrorism Preparedness: A Conference for Senior Practitioners and Professionals, Kennedy School of Government, Harvard University, Cambridge, MA, June 10, 2003.
- “Surge Capacity” (Moderator and Speaker) – Metropolitan Medical Response System and U.S. Public Health National Conference, Seattle, WA, September 2002.
- “Community Response to Bioterrorist Attack” – Bio-Defense Mobilization Conference 2002, Seattle, WA, April 2002.
- “Human Centric Technology, Interim Planning Guide: Unified Science & Technology for Reducing Biological Threats & Countering Terrorism” – Sandia National Laboratory & University of New Mexico, Albuquerque, NM, March 2002.
- “Public Perceptions of the Efficacy of Prehospital Cardiac Resuscitation” – National Association Emergency Medical Service Physicians (NAEMSP) Conference, Portland, OR, August 1994.
- “A Five Year Program in Adolescent Substance Abuse” – American Medical Student Association National Meeting, Washington, DC, September 1991.

International:

- Guidelines for Mass Casualty Decontamination During a HAZMAT/Weapons of Mass Destruction Incident. International Hazardous Material Response Teams Conference, International Association of Fire Chiefs, Baltimore, MD, June 2013.
- Lessons in Natural Disasters, Cayetano Hospital, Lima, Peru, August 6, 2012.

- Prevention and Response for Hospitals During Natural Disasters, Lima, Peru, August 6, 2012.
- “Disaster Briefing-Pakistani Delegation” – Partners for Peace: Pakistan, United States, Elliot Hospital, Manchester, NH, March 8, 2011.
- “Health Care- and Community-Acquired Infections and Infection Control: The New Hampshire experience with anthrax post-exposure prophylaxis” (poster presentation) – 48th Annual Meeting of Infectious Disease Society of America (IDSA), Vancouver, BC, Canada, October 22, 2010.
- “Fundamentals of Nuclear Disaster Planning” – EPR-BioDose 2010, Mandelieu-La-Napoule, France, October 13, 2010.
- “International Emergency Medical Expert Discussion” – Partners for Peace: Belarus, United States, University of New Hampshire, Manchester, NH, March 27, 2006.
- “Mass Casualty Response and Surge Capacity” – Partners for Peace: Kazakhstan, United States, University of New Hampshire, Manchester, NH, March 7, 2006.
- “Mass Casualty Response and Surge Capacity” (Speaker and Panelist) – Partners for Peace: New Hampshire, Latvia, United States, University of New Hampshire, New Hampshire National Guard, United States Department of Defense, USA Group International, Manchester, NH, April 16, 2006.
- “Mass Casualty Response and Surge Capacity” (Speaker and Panelist) – Partners for Peace: New Hampshire, Russia, United States, University of New Hampshire, New Hampshire National Guard, United States Department of Defense, and USA Group International, Manchester, NH, March 8, 2005.
- “Northern New England Metropolitan Medical Response System (NNE MMRS) Overview” – International Emergency Management Group (IEMG) Conference, Groton, CT, October 27, 2004.
- “Emergency Medical Response at the Federal Level” – Republic of Macedonia, Partners for Peace: United States Department of Defense, Manchester, NH, May 5, 2004.
- “Emergency Medical Response at the Federal Level” – Republic of Belarus, Partners for Peace: United States Department of Defense, Manchester, NH, March 8, 2004.
- “Emergency Medical Response Workshop” – Republic of Georgia, Partners for Peace: United States Department of Defense, Manchester, NH, May 5, 2003.
- “Emergency Medical Response Workshop” – Republic of Tajikistan, Partners for Peace: United States Department of Defense, Manchester, NH, April 7, 2003.
- “Federal Response to Terrorism” – Partners for Peace: University of New Hampshire, U.S. Department of Defense, Democracy Engaged, Manchester, NH, May 2002.
- “Federal Response to Terrorism” – Partners for Peace: University of New Hampshire, U.S. Department of Defense, Democracy Engaged, Manchester, NH, March 2002.

BIBLIOGRAPHY:

Journal Articles: (original articles)

1. Hutchinson R, Christopher G, Mughal MA, Gougelet RM. Mass casualty prediction: by the numbers. *Military Medical Technology* 2003; 7(3).
2. Swartz HM, Flood AB, Gougelet RM, Nicolalde RJ, Rea ME, Williams BB. A critical assessment of biodosimetry methods for large-scale incidents. *Health Phys* 2010; 98(2):95-108.
3. Rea ME, Gougelet RM, Nicolalde RJ, Geiling JA, Swartz HM. Proposed triage categories for large-scale radiation incidents using high-accuracy biodosimetry methods. *Health Phys* 2010; 98(2):136-44.
4. Gougelet RM, Rea ME, Nicolalde RJ, Geiling J, Swartz HM. The view from the trenches: part 1--emergency medical response plans and the need for EPR screening. *Health Phys* 2010; 98(2):118-27.
5. Nicolalde RJ, Gougelet RM, Rea ME, Williams BB, Dong R, Kmiec M, Lesniewski P, Swartz HM. The view from the trenches: part 2--technical considerations for EPR screening. *Health Phys* 2010; 98(2):128-35.

Abstracts:

1. Johnson D and Gougelet RM. Prehospital and Disaster Medicine. In *Public Perceptions of the Efficacy of Prehospital Cardiac Resuscitation*, 1994:9(2).
2. Gougelet RM. Prehospital and Disaster Medicine. In *Three Hurricanes in Comparison*, 1995:10(1).
3. Nicolalde RJ, Swartz HM, Gougelet, RM. A Process For The Medical Triage Of Acute Radiation Syndrome Using In Vivo EPR Dosimetry. 12th In Vivo EPR Spectroscopy and Imaging Conference, Chicago, 2007 (Poster presentation).
4. Rea ME, Gougelet RM, Nicolalde RJ. Community Reception Center Integrating All Hazards Public Health Emergencies. Academy Health Annual Research Meeting, Chicago, 2009 (Poster Presentation).

Book Chapters:

1. Gougelet RM, Dow L, Wallerstein NB. "Case studies in emergency medicine and the health of the public." In: Bernstein E, Bernstein J, eds. *Adolescent Social Action Program (ASAP)*, Boston: Jones and Bartlett Publishers, 1995.
2. Gougelet RM. "Disaster Mitigation and Prevention." In: Ciottone GR, ed. *Disaster Medicine*, Philadelphia: Mosby Publisher, 2004.
3. Gougelet RM and Hutchinson R. "Terrorism – Transforming Adversity into Advantage. In: Merkidze AW, ed. *Terrorism Issues: Threat Assessment, Consequences and Prevention*. Hauppauge: Nova Publisher, 2007: 83-109.
4. Gifford A and Gougelet RM. "Intensive Care Unit Microcosm Within Disaster Medical Response." In: Geiling J, Burns SM, eds. *Fundamental Disaster Management*, 3rd ed. Mount Prospect: Society of Critical Care Medicine, 2009.
5. Gougelet RM and Geiling J. "National Response Framework." In: *Oxford Handbook of Disaster Medicine*, in press.
6. Devereaux A, Burns SM, Gougelet RM. "Delivering Acute Care to Adults in Shelters." In: Geiling J, Burns SM, eds. *Fundamentals of Disaster Medicine*, 3rd ed. Mount Prospect: Society of Critical Care Medicine, 2012.
7. Geiling J and Gougelet RM. "Planning and Organization for Emergency Mass Critical Care." In: Irwin RS, Rippe JM eds., *Intensive Care Medicine*, 7th Edition. Philadelphia, PA: Lippincott, Williams and Wilkins, 2012

Other Publications (Technical Reports, Handbooks, Manuals, etc):

1. Gougelet RM. Adolescent Alcoholism: Recognizing, Intervening and Treating, Alcohol and Other Chemicals, Vol. 6, 1987.
2. Gougelet RM. Emergency Management of Gunshot Victims, Audio-Digest, Vol.41, No. 18, 1994.
3. Gougelet RM. Information and Network Surety – Chapter Participant, The Role of Technology in Reducing Health Care Costs, Sandia National Laboratory, October 1996.
4. Gougelet RM. Pocket Guide to Cases of Public Health and Medicine, New Mexico Adolescent Social Action Program, New York Academy of Medicine, 1998.
5. Rosen J, Gougelet RM, Mughal M, et al. Disaster Conference Report, Thayer School of Engineering, Dartmouth College, June, 2001.
6. Gougelet RM. Community Planning and Response to Biological Attack: Unified Science and Technology for Reducing Biological Threats and Countering Terrorism, Proceedings, Sandia National Labs and University of New Mexico, March 14–15, 2002.
7. Gougelet RM. Obstetrical and Gynecological Emergencies in the Disaster Environment, United States Public Health, Office of Emergency Preparedness, On-Line Training Manual, November, 2002.
8. Gougelet RM. Mass Casualty Handbook: Hospital, Jane's Information Group Ltd., Expert Review Panel, May, 2003.
9. Gougelet RM. Community Planning Guide: Improving Local and State Agency Response to Terrorist Incidents Involving Biological Weapons: U.S. Army Soldier and Biological Chemical Command, Technical Document, June, 2003.
10. Gougelet RM. Biological Terrorism: A New Challenge for Emergency Medical Services, Frontline First Responder, September, 2003.
11. Gougelet RM. Mass Casualty Handbook: Prehospital, Jane's Information Group Ltd., Expert Review Panel, January, 2004.
12. Gougelet RM. Surge Capacity Planning Issues: Proceedings of the 2003 Bioterrorism Preparedness Conference, Kennedy School of Public Health & MIT Lincoln Laboratory, January, 2004.
13. Gougelet RM. Technical Report, U.S. Army Edgewood Chemical and Biological Command, Guidelines for Mass Casualty Decontamination During Hazmat/Weapons of Mass Destruction Incident, April, 2009.
14. Gougelet RM, et al. Regional Response System: A Regional Response for All Types of Catastrophic Emergencies, Guidance Document, 2010.
15. Gougelet RM, et al. Modular Emergency Medical Systems: A Regional Response for All-hazards Mass Casualty Events, Guidance Document, July, 2010.
16. Gougelet, RM, et al. Guidelines for Mass Casualty Decontamination During Hazmat/Weapons of Mass Destruction Incident, Volumes I and II, 2nd Edition, June, 2013.

SUMMARY – Robert M. Gougelet, MD

As an experienced emergency medicine physician and emergency response planner for 20+ years, I have traveled throughout the U.S. and internationally to train medical agencies to respond to both natural and manmade disasters. I have deployed with federal response teams to many of the nation's natural disasters, including Hurricanes Irene, Hugo, Andrew, Marilyn, Opal,

Brett, Katrina, Gustav and Ike; responded to the Northridge earthquake and the New Hampshire Anthrax incident; and deployed internationally to the Bam, Iran earthquake. I have had a long-term professional interest in using technology in the mitigation of mass-casualty events. I have worked both in academia and with multiple U.S. state and federal agencies, including serving as (1) Vice Chair of the National Advisory Council (NAC) for the Federal Emergency Management Agency (FEMA); (2) Team Physician and now Commander for the National Disaster Medical System (NDMS); (3) Subject Matter Expert to the State of New Hampshire; (4) Academic Partner and Technical Advisor with the former U.S. Army Soldier and Biological Chemical Compound (SBCCOM); and now, (5) Technical Advisor to the U.S. Army Edgewood Chemical and Biological Center (ECBC). This advisory work includes collaboration on technical reports and publications in the areas of medical surge capacity and medical decontamination.

I have lectured extensively at local and national conferences on (1) hospital preparations for mass casualties and (2) statewide and regional surge capacity, with a current emphasis on responding to an Improvised Nuclear Device. I have served as a subject-matter expert on many state and federal committees to review response policies for catastrophic public-health emergencies. I have provided subject matter expertise and Senate testimony in support of the Pandemic and All Hazards Preparedness Act of 2006 (PAHPA) and the PAHPA Reauthorization Act of 2012.

In my role as Assistant Professor in the Department of Medicine (Emergency Medicine) at Geisel School of Medicine at Dartmouth, I have directed the Dartmouth-Haiti Earthquake Response, working with Partners In Health to deploy medical teams and supplies from Dartmouth-Hitchcock Medical Center and Dartmouth College. I am currently working within the college and hospital to develop long-term working plans for a continued response to Haiti. Additional global health activities include mentoring of global health fellows, medical and undergraduate students in programs in Haiti, Peru, the U.S. Indian Health Service, and the Union of South Africa.

HJT
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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6527
603-271-4493 1-800-852-3345 Ext. 4493
Fax: 603-271-0545 TDD Access: 1-800-735-2964



Nicholas A. Toumpas
Commissioner

José Thier Montero
Director

G&C APPROVED

Date: 1/29/14

Item # 35

January 14, 2014

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

SOLE SOURCE

93% Federal funds
7% General funds

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into a **sole source** agreement with Robert Gougelet, MD (Vendor #254519-B001, 3 Pingree Road, Hanover, NH 03755, in an amount not to exceed \$220,000, to provide expert disaster medicine and public health emergency consultation services, to be effective the date of Governor and Council through August 31, 2015.

Funds are available in the following accounts for SFY 2014 and SFY 2015, and are anticipated to be available in SFY 2016 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.

05-95-90-902510-2239 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, HOSPITAL PREPAREDNESS

Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
SFY 2014	102-500731	Contracts for Prog Svc	90077700	33,000
SFY 2015	102-500731	Contracts for Prog Svc	90077700	66,000
SFY 2016	102-500731	Contracts for Prog Svc	90077700	11,000
			Total	\$110,000

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

Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
SFY 2014	102-500731	Contracts for Prog Svc	90077021	33,000
SFY 2015	102-500731	Contracts for Prog Svc	90077021	66,000
SFY 2016	102-500731	Contracts for Prog Svc	90077021	11,000
			Total	\$110,000

EXPLANATION

This request is **sole source**. Dr. Robert Gougelet, Assistant Professor of the Department of Medicine at Dartmouth College, is a respected expert in the field of emergency medicine who began his medical disaster preparedness contractual work for the State in August 2002, after the first post 9/11 Federal Health Resources and Services Administration's "Bioterrorism Hospital Preparedness Program" cooperative agreement was awarded to the State. As a recognized leader in medical disaster preparedness planning in the region, with special knowledge of New Hampshire's public health and hospital emergency plans, Dr. Gougelet is uniquely qualified in New Hampshire to conduct this specialized work.

Funds in this agreement will be used to provide disaster medicine and public health emergency consultation services, specifically with a primary focus on enhancing medical surge capacity through the further development of the Critical Care Supplemental Oxygen Program. Disaster medicine support services are designed to improve statewide public health emergency preparedness and healthcare system preparedness capacity to effectively respond to a mass casualty event. These funds specifically provide physician consultation and subject matter expertise on disaster medicine and capacity building for medical surge and mass casualty through public health emergency planning and medical disaster management in New Hampshire.

Should Governor and Executive Council not authorize this Request, there will be diminished capacity to conduct emergency medical disaster planning and response among public health agencies and healthcare organizations, resulting in increased risk in the state during public health emergencies.

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.

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

1. 90% of high-priority public health emergency and disaster medicine consultation requests made by DHHS/DPHS Incident Management Team are met within a 24 hour period of time.
2. Participate in 90% of the technical walk through and equipment setup activities for each Alternate Care Site.
3. Participate in 90% of low flow oxygen functional exercises and After Action Report (AAR) process.
4. Completed poster presentation with DPHS staff and supporting research documentation for presentation at CDC Preparedness meeting.
5. Completed CCSOP manuscript for publication with DHHS/DPHS staff.
6. Completed data template and tools to evaluate NH CCSOP critical care ventilator program; hospital and EMS participants.
7. 90% of the time, when serving as the on-call physician:
 - a. responds within 30 minutes when requested for clinical support during scheduled school vaccination clinics;
 - b. evaluates vaccine administration incident reports within 24 hours of incident, and makes recommendations to adjust clinical protocol, if appropriate.

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
January 14, 2014
Page 3

Area served: statewide.

Source of Funds: 92.73% Federal Funds from the US Department of Health and Human Services and 7.28% General Funds.

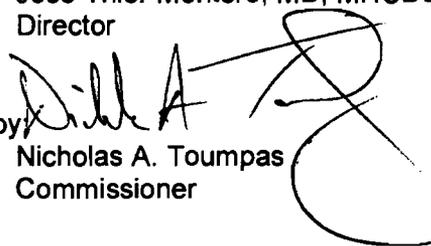
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



José Thier Montero, MD, MHCDS
Director

Approved by



Nicholas A. Toumpas
Commissioner

Subject: Disaster Medicine Consultation Services

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

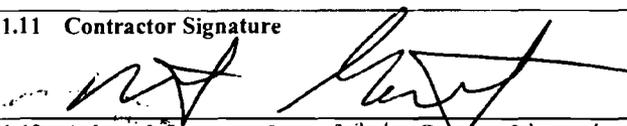
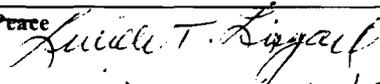
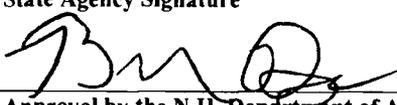
1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 29 Hazen Drive Concord, NH 03301-6504	
1.3 Contractor Name Robert Gougelet, MD		1.4 Contractor Address 3 Pingree Road Hanover, NH 03755	
1.5 Contractor Phone Number 603-520-5958	1.6 Account Number 05-95-90-902510-2239-102-500731, 05-95-90-902510-5171-102-500731	1.7 Completion Date August 31, 2015	1.8 Price Limitation 220,000.00
1.9 Contracting Officer for State Agency Brook Dupee, Bureau Chief		1.10 State Agency Telephone Number 603-271-4501	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Robert Gougelet, MD Consultant	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>11/15/2014</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] <i>Lucille T. Lippell</i> <i>Notary Commission expires 7/18/2014</i>			
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Brook Dupee, Bureau Chief	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: <u>Sarah J. McHugh</u> Acting Director. On: <u>11/15/14</u>			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <u>M. R. Brown</u> On: <u>11/15/14</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			



Exhibit A

SCOPE OF SERVICES

On behalf of the New Hampshire Department of Health and Human Services (DHHS), Division of Public Health Services (DPHS) Dr. Robert Gougelet, MD, herein referred to as the Consultant, will assist DHHS, DPHS, the State of New Hampshire with providing disaster medicine/public health emergency consultation services, specifically with a primary focus on enhancing medical surge capacity through the further development of the Critical Care Supplemental Oxygen Program (CCSOP). Disaster medicine support services are designed to improve statewide public health emergency preparedness (PHEP) and healthcare system preparedness (HSP) capacity to effectively respond to a mass casualty event.

I. Definitions and Assumptions

- A. Dr. Gougelet will serve as the primary support and subject matter expert on disaster medicine and capacity building for medical surge and mass casualty through the following activities:
1. Provide medical advice and clinical recommendations pertaining to disaster medicine in person, by e-mail, or telephone;
 2. Create or review existing documents, make recommendations for revisions;
 3. Conduct background research on topics to support medical advice and clinical recommendations on disaster medicine issues;
 4. Assist with the development of trainings; attend/participate in meetings and conferences.

II. Required Activities/Deliverables

- A. Dr. Gougelet will provide physician consultation for public health emergency planning and medical disaster management as outlined below:
1. Provide physician consultation regarding emergency response, including but not limited to bioterrorism, outbreaks of infectious disease, mass casualty response and planning, and Chemical, Biological, Nuclear and Explosive (CBRNE) preparedness and response;
 2. Provide physician consultation on the implementation of federal emergency preparedness policies and guidance to DHHS/DPHS and other appropriate State agencies;
 3. Provide guidance and participation in the planning, development and execution of exercises related to public health emergency preparedness as requested;
 4. In the Medical Advisor role, participate in, and respond to, DHHS/DPHS Incident Management Team notifications, to include a minimum of six drills annually, and actual events, as deemed appropriate and necessary;
 5. Assess responder safety and health gaps as they relate to personal protective equipment and workforce protection, and provide technical assistance to close gaps and improve state level worker safety;
 6. Provide physician presence at response clinics/mass casualty incident scenes to help coordinate treatment as requested.

[Handwritten Signature]

1/15/14



Exhibit A

- B. Dr. Gougelet will support DHHS/DPHS medical surge planning and response to DPHS-funded regional planning teams convened by entities to provide Public Health Network (PHN) services, as requested. This includes meeting with healthcare coalition partners for specific matters, including regional medical direction and coordination, Modular Emergency Medical System (MEMS) planning, patient transportation, and the Critical Care Supplemental Oxygen Program (CCSOP). Specific activities include:
1. Participate as the subject matter expert in 13 CCSOP statewide functional exercises; review and analyze quarterly data summaries on statewide portable ventilator usage submitted by participating hospitals and Emergency Medical Services (EMS) sites, and report outcome to DHHS/DPHS;
 2. Assist with the establishment of a data collection and reporting template for ventilator use in the CCSOP;
 3. By April 1, 2014, develop a written statewide guidance report, "Guidance to Manage Expired Cache and Supplies";
 4. Participate in the development of a Potassium Iodide (KI) dispensing plan at reception centers during a radiological emergency and a review of the statewide radiological response program;
 5. Meet with DPHS senior leadership at least quarterly to discuss regional priorities, capabilities, and statewide coordination;
 6. Provide support for statewide immunization program and school based clinics as requested. Review of emergency protocols, case reviews and Quality Assurance as requested. Providing medical authority and direction for administration of vaccine.
- C. Dr. Gougelet will attend, participate, discuss, and provide feedback in meetings, symposia, and conferences, as required by DHHS/DPHS, as related to emergency preparedness planning, medical disaster management, policy, exercise and training, as requested by DHHS/DPHS. These include, but are not limited to:
1. Communicable Disease Epidemic Control Committee meetings;
 2. Centers for Disease Control and Prevention (CDC) meetings, Assistant Secretary for Preparedness and Response Hospital Preparedness meetings, and other national meetings;
 3. International Emergency Management Group meetings, and other regional or national public health or emergency management meetings;
 4. Other meetings, symposia and conferences, as appropriate and necessary.
- D. Dr. Gougelet will be physically present at the DHHS/DPHS a minimum of one day per quarter in the Concord office location to attend and coordinate relevant planning meetings.

[Handwritten Signature]
Date *1/15/14*



Exhibit A

III. Reporting and Performance Measurement:

A. Dr. Gougelet shall submit to the DHHS/DPHS Bureau of Infectious Disease Control Bureau Chief, the following data to monitor program performance:

1. Quarterly reports on program activities and plans for the upcoming quarter, in a format developed and approved by DHHS/DPHS. Reports will be due 30 days following the end of each calendar quarter and include the following:
 - a. Narrative of work completed during the past quarter;
 - b. Narrative of work in process during the past quarter;
 - c. Narrative of plans for the upcoming quarter, including challenges and/or barriers to completing requirements as described in this Exhibit A.
2. Final cumulative report on program activities and accomplishments, in a format developed and approved by DHHS/DPHS. Report will be due 45 days following the end of contract term.

B. Performance Measures:

1. 90% of high-priority public health emergency and disaster medicine consultation requests made by DHHS/DPHS Incident Management Team are met within a 24 hour period of time.
2. Participate in 90% of the technical walk through and equipment setup activities for each Alternate Care Site.
3. Participate in 90% of low flow oxygen functional exercises and After Action Report (AAR) process.
4. Completed poster presentation with DPHS staff and supporting research documentation for presentation at CDC Preparedness meeting.
5. Completed CCSOP manuscript for publication with DHHS/DPHS staff.
6. Completed data template and tools to evaluate NH CCSOP critical care ventilator program; hospital and EMS participants.
7. 90% of the time, when serving as the on-call physician:
 - a. responds within 30 minutes when requested for clinical support during scheduled school vaccination clinics;
 - b. evaluates vaccine administration incident reports within 24 hours of incident, and makes recommendations to adjust clinical protocol, if appropriate.

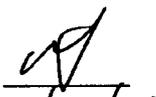

Date 4/15/14



Exhibit B

Method and Conditions Precedent to Payment

- 1) Funding Sources:
 - a. \$110,000 = 100% federal funds from the U.S. Department of Health and Human Services, Assistant Secretary for Preparedness and Response, CFDA #93.889;
 - b. \$110,000 = 85.45% federal funds from the U.S. Centers for Disease Control and Prevention, CFDA #93.069, and 14.55% General Funds.
- 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.
 - a. Payment for said services shall be made as follows:

The Contractor will submit an invoice in a form satisfactory to the State by the tenth 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 sixty (60) days after the contract Completion Date.
 - b. The invoice must be submitted to:

Mark Andrew, Financial Manager
Department of Health and Human Services
Division of Public Health Services
29 Hazen Drive
Concord, NH 03301
mandrew@dhhs.state.nh.us
- 3) 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 Exhibit B-1 - 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.
- 4) 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.
- 5) Payment will be made by the State agency subsequent to approval of the submitted invoice and if sufficient funds are available in the Service category budget line items submitted by the Contractor to cover the costs and expenses incurred in the performances of the services.
- 6) The Contractor 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.

Exhibit B – Methods and Conditions Precedent to Payment_Contractor Initials

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Handwritten date '1/15/14' in black ink.



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 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:
 - 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;


Date 1/15/14



- 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:

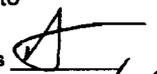
8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses 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.

MD
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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. **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


Date 1/15/14



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:

- 16.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 16.2. 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
- 16.3. Monitor the subcontractor's performance on an ongoing basis
- 16.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 16.5. 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.

[Handwritten Signature]
[Handwritten Date: 1/15/14]



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.

[Handwritten Signature]



CERTIFICATION REGARDING
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

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

Contractor Name: Robert Gougelet, MD

1/15/14
Date


Name: Robert Gougelet, MD
Title: Consultant

Contractor Initials RG
Date 1/15/14



HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

Definitions

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

Handwritten signature and date: 11/15/14



Use and Disclosure of Protected Health Information

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

Obligations and Activities of Business Associate

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


1/15/14



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

Obligations of Covered Entity

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

Termination for Cause

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


Date 4/15/14



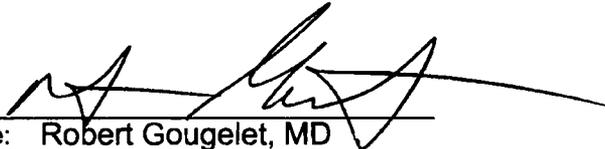
Miscellaneous

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

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

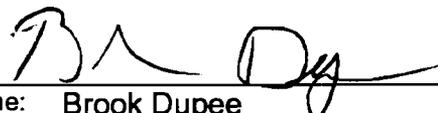
Contractor Name: Robert Gougelet, MD

1/15/14
Date


Name: Robert Gougelet, MD
Title: Consultant

State Agency Name: Department of Health and Human Services

1/15/14
Date


Name: Brook Dupee
Title: Bureau Chief