



State of New Hampshire

DEPARTMENT OF SAFETY
JAMES H. HAYES BLDG. 33 HAZEN DR.
CONCORD, N.H. 03305.
(603) 271-2791

EDDIE EDWARDS
ASSISTANT COMMISSIONER

STEVEN R. LAVOIE
ASSISTANT COMMISSIONER

ROBERT L. QUINN
COMMISSIONER

January 19, 2024

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Safety (DOS), Division of Emergency Services and Communications (DESC) to exercise the two-year contract renewal option with Mary Hitchcock Memorial Hospital (VG# 17765.1), Keene, NH, in the amount of \$35,200.00 to procure an experienced New Hampshire licensed Physician Consultant to perform the duties and act as a Medical Director for the Division of Emergency Services and Communications. Effective upon Governor and Council approval from July 1, 2024 through June 30, 2026. 100% Agency Income.

Funds are available in the following account in SFY2025 contingent upon the availability and continued appropriations in SFY2026 with the authority to adjust between fiscal years through the Budget Office, if needed and justified.

02-23-23-236510-13950000 - Dept of Safety - DESC - Consultants	<u>SFY 2025</u>	<u>SFY 2026</u>
046-500462 - Consultants - Med Consultant	\$17,600.00	\$17,600.00

EXPLANATION

This request is to exercise the optional two-year contract extension that was in the original contract, approved by Governor and Executive Council on November 10, 2021, Item #57. This contract is for an experienced New Hampshire licensed physician consultant to assist in the oversight of the Division's ongoing education, training, and medical care provided by 911 Telecommunicators who are all certified as Emergency Medical Dispatchers (EMD's) through the International Academies of Emergency Dispatch (IAED). The medical consultant will also be responsible for quality improvement and risk management activities; oversight of 911 telecommunicator compliance with medical protocols including reliability and consistency. Mentoring and providing knowledge transfer to our frontline first responders is critical in ensuring that New Hampshire 911 provides the best medical care possible to those calling 911 in an emergency. Additionally, the physician represents the DESC's interests at meetings and functions in the capacity of our medical consultant.

Respectfully Submitted,


Robert L. Quinn
Commissioner of Safety

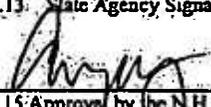
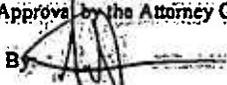
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION:

1.1 State Agency Name Department of Safety Division of Emergency Services and Communications		1.2 State Agency Address 110 Smokey Bear Boulevard, Concord, NH 03305	
1.3 Contractor Name Mary Hitchcock Memorial Hospital		1.4 Contractor Address 580 Court Street Keene, NH 03431	
1.5 Contractor Phone Number 603-354-5454 ext. 2006	1.6 Account Unit and Class 02-23-23-236510-13950000-046-500462	1.7 Completion Date June 30, 2026	1.8 Price Limitation \$35,200.00
1.9 Contracting Officer for State Agency Brandon McGorry, Chief of Administration		1.10 State Agency Telephone Number 603-271-6911	
1.11 Contractor Signature  12/18/23		1.12 Name and Title of Contractor Signatory Dr. Edward J. Merrens, MD, Chief Clinical Officer	
1.13 State Agency Signature  Date: 1/19/24		1.14 Name and Title of State Agency Signatory Amy Newbury, Director of DOS Administration	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 1/28/24			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			


Contractor Initials
Date: 12/26/2023

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed.

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance

hereof, and shall be the only and the complete compensation to the Contractor for the Services.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

8. EVENT OF DEFAULT/REMEDIES.

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

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

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

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

9. TERMINATION.

9.1 Notwithstanding, paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

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

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

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

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

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

16. **WAIVER OF BREACH.** A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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

18. CHOICE OF LAW AND FORUM.

18.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

18.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. **THIRD PARTIES.** This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

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

22. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. **FURTHER ASSURANCES.** The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

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

25. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

Exhibit A – Special Provisions

The terms outlined in the P-37 General Provisions are modified as set forth below:

Section 14 – Insurance:

14.2: The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the NH Department of Insurance.

Section 15 – Workers' Compensation:

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

Exhibit B – Scope of Services

Mary Hitchcock Memorial Hospital will provide the State of New Hampshire, Department of Safety, Division of Emergency Services and Communications (DESC) a New Hampshire licensed Physician Consultant to perform the duties and act as a Medical Director for the Division of Emergency and Communications.

Requirements for Medical Director Consultant includes:

Standard Service: During the term of this Agreement, the Physician shall dedicate seventy-two (72) hours per annum (estimated to be an average of approximately six (6) hours per month) of Standard Services. The Division of Emergency Services and Communications needs will dictate actual monthly use of Standard Service hours (i.e., in one month, twelve hours may be used while in the next, three or even zero hours may be used). Mary Hitchcock Memorial Hospital will provide reasonable advance notice to the DESC of vacation or other scheduled absent time. Standard Service includes, but is not limited to:

- Participate in the oversight of ongoing education, training, and medical care provided by the Division to Emergency Medical Dispatchers (EMD's).
- Participate in quality improvement and risk management activities, including oversight of call-taker compliance with protocols including reliability and consistency.
- Participate in the design, operation, and data analysis of the medical protocol system utilized by the DESC and consistency.
- Represent the DESC interests at such meetings and functions as may be required.
- Maintain confidentiality in accordance with Department of Safety, Division policies and procedures as well as state and federal laws including Health Insurance Portability and Accountability Act (HIPAA) standards.

Emergency Service: While not anticipated to be used, the DESC may need services for emergencies (i.e., court case wherein Physician is called upon to provide expert testimony). Sixteen (16) additional hours of service shall be made available on a reserved basis each year to be used for such emergencies. Payment for such Emergency Service hours shall be at the then-rate of hourly payment. Mary Hitchcock Memorial Hospital shall not be charge for unused Emergency Service reserve hours.

- If the DESC emergency service needs exceed the allotted sixteen (16) emergency hours, and the DESC determines the remaining standard service hours (72-hour annual allotments) is insufficient, it will need to utilize Governor & Council approval procedures to secure additional funding which will require reasonable time to secure.
- If Mary Hitchcock Memorial Hospital determines the physician is unavailable for any or all such emergency

hourly use, it may, upon consent of the DESC, provide an equally or greater qualified substitute for such emergency service until the designated physician is available.

- Reasonable amount of notice shall be given by the DESC to Mary Hitchcock Memorial Hospital when emergency hours are needed. Mary Hitchcock Memorial Hospital shall not unreasonably refuse to provide such emergency service.

Mary Hitchcock Memorial Hospital staff shall work in cooperation with the DESC personnel. The work performed by the resources provided in this Agreement will be closely managed by the DESC EMD Supervisor. Mentoring and knowledge transfer to State workers is critical. Mary Hitchcock Memorial Hospital staff shall be required to act as business professionals and communicate effectively with all levels of users and state personnel.

Neither Mary Hitchcock Memorial Hospital, nor its personnel, shall represent themselves as employees or agents of the State. While on State property, Mary Hitchcock Memorial Hospital personnel shall be subject to control of the State, but under no circumstances shall such persons be deemed to be employees of the State of New Hampshire.

All Mary Hitchcock Memorial Hospital personnel shall observe all agency regulations or special restrictions in effect while on State property.

In performing its obligations under this Agreement, Mary Hitchcock Memorial Hospital, agrees that any work created or prepared by Mary Hitchcock Memorial Hospital personnel within the scope of their employment, or a work specially ordered or commissioned for use as a contribution to a collective work, shall be considered a work for hire. As such, it shall be considered the sole property of the State.

Exhibit C – Price and Payment Schedule

Firm Fixed Price:

This is a Firm Fixed Price (FFP) Contract totaling \$35,200.00 for the period between the July 01, 2024 through June 30, 2026. Mary Hitchcock Memorial Hospital shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow Mary Hitchcock Memorial Hospital to invoice the State for the following Activities, Deliverables, or Milestones at fixed pricing/rates appearing in the price and payment tables below:

In no event shall the total of all fees paid under this Agreement exceed \$17,600.00 per state fiscal year for 2 years for a total of \$35,200.00. Invoices shall be submitted monthly.

Features	Proposed Consultant	FY Year 25 Cost	FY Year 26 Cost
Cost per hour for Standard Service as outlined in Appendix C (72 annual hours)	200 hourly	\$14,400	\$14,400
Cost per hour for Emergency Services outlined in Appendix C (16 annual hours)	200 hourly	\$3,200	\$3,200
Total Annual Cost		\$17,600	\$17,600

INVOICING:

Mary Hitchcock Memorial Hospital shall submit correct invoices to the State for all amounts to be paid by the State. All invoices submitted shall be subject to the State's prior written approval, which shall not be unreasonably withheld. Mary Hitchcock Memorial Hospital shall only submit invoices for Services or Deliverables as permitted by this Agreement. Invoices must be in a format as determined by the State and contain detailed information, including without limitation: itemization of each Deliverable and identification of the Deliverable for which payment is sought, and the Acceptance date triggering such payment; date of delivery and/or installation; monthly maintenance charges; any other Project costs or retention amounts, if applicable.

Upon acceptance of a properly documented and undisputed invoice, the State will pay the correct and undisputed invoice within thirty (30) days of invoice receipt. Invoices will not be backdated and shall be promptly dispatched.

Invoices shall be sent electronically to:

By E-mail:

orders@dos.nh.gov
accountspayable@dos.nh.gov

Or by USPS:

Department of Safety
Division of Emergency Services and Communications
Attention: Brandon McGorry
33 Hazen Drive
Concord, NH 03305

PAYMENT ADDRESS:

All payments shall be sent to the following address:

Mary Hitchcock Memorial Hospital
580 Court Street
Keene, NH 03431

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that MARY HITCHCOCK MEMORIAL HOSPITAL is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on August 07, 1889. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 68517

Certificate Number: 0006201297



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 10th day of April A.D. 2023.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

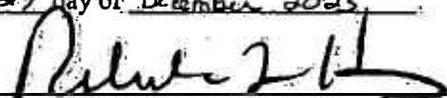


CERTIFICATE OF VOTE/AUTHORITY

I, Roberta L. Hines, MD, of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital, do hereby certify that:

1. I am the duly elected Chair of the Boards of Trustees of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital;
2. The following is a true and accurate excerpt from the September 29th, 2023 Bylaws of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital:
ARTICLE I – Section A. Fiduciary Duty. Stewardship over Corporate Assets
 “In exercising this duty, the Boards may, consistent with the respective Corporation’s Articles of Agreement and these Bylaws, delegate authority to Board Committees and other bodies, or to various officers, to provide input with respect to issues and strategies, incur indebtedness, make expenditures, enter into contracts and agreements and take such other binding actions on behalf of the Corporations as may be necessary or desirable in furtherance of their charitable purposes.”
3. Article I – Section A, as referenced above, provides authority for the chief officers, including the Chief Executive Officer, the Chief Clinical Officer, and other officers, of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital to sign and deliver, either individually or collectively, on behalf of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital.
4. Edward J. Merrens, MD is the Chief Clinical Officer of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital and therefore has the authority to enter into contracts and agreements on behalf of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital.

IN WITNESS WHEREOF, I have hereunto set my hand as the Chair of the Boards of Trustees of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital this 27th day of December 2023.



 Roberta L. Hines, MD, Board Chair

STATE OF NH
 COUNTY OF GRAFTON

The foregoing instrument was acknowledged before me this 27 day of Dec. 2023, by Roberta L. Hines, MD.



 Notary Public
 My Commission Expires August 4, 2026



CERTIFICATE OF INSURANCE DATE: January 2, 2024

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

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

INSURED
 Dartmouth-Hitchcock Clinic
 One Medical Center Drive
 Lebanon, NH 03756
 (603)653-6850

COVERAGES

The Policy listed below has been issued to the Named Insured above for the Policy Period notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued. The insurance afforded by the policy is subject to all the terms, exclusions and conditions of the policy. Limits shown may have been reduced by paid claims.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
				EACH OCCURRENCE	
				DAMAGE TO RENTED PREMISES	
				MEDICAL EXPENSES	
				PERSONAL & ADV INJURY	
				GENERAL AGGREGATE	
				PRODUCTS-COMP/OP AGG	
OTHER					
PROFESSIONAL LIABILITY	0002023-A	07/01/2023	07/01/2024	EACH CLAIM	\$1,000,000
<input checked="" type="checkbox"/> CLAIMS MADE				ANNUAL AGGREGATE	\$3,000,000
<input type="checkbox"/> OCCURENCE					
OTHER					

DESCRIPTION OF OPERATIONS/ LOCATIONS/ VEHICLES/SPECIAL ITEMS (LIMITS MAY BE SUBJECT TO RETENTIONS)
 James Suozzi, MD is insured under the terms and conditions of Policy No: 0002023-A. Coverage is provided solely for acts/duties performed within the scope of employment for Dartmouth-Hitchcock Clinic. Any activities outside the scope and terms of employment with Dartmouth Health are expressly excluded and not covered by Policy No: 0002023-A. This insurance applies to services provided in the states of NH, VT, MA, MD and ME only.

CERTIFICATE HOLDER

New Hampshire Department of Safety
 Division of Emergency
 Services and Communications
 110 Smokey Bear Boulevard
 Concord, NH 03305

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

AUTHORIZED REPRESENTATIVES





State of New Hampshire

DEPARTMENT OF SAFETY
 JAMES H. HAYES BLDG. 33 HAZEN DR.
 CONCORD, N.H. 03305
 (603) 271-2791

RICHARD C. BAILEY, JR.
 ASSISTANT COMMISSIONER

EDDIE EDWARDS
 ASSISTANT COMMISSIONER

ROBERT L. QUINN
 COMMISSIONER

October 18, 2021

G&C #57
 11/10/2021

His Excellency, Governor Christopher T. Sununu
 and the Honorable Council
 State House
 Concord, NH 03301

REQUESTED ACTION

Authorize the Department of Safety, Division of Emergency Services and Communications to retroactively enter into a contract with Mary Hitchcock Memorial Hospital of 590 Court Street, Keene, NH 03431 (VC#177651-P004), in the amount of \$52,800.00, to procure an experienced New Hampshire licensed Physician Consultant to perform the duties and act as a Medical Director for the Division of Emergency Services and Communications. Effective upon Governor and Council approval for the period of July 1, 2021 through June 30, 2024. Funding Source: 100% Agency Income.

Funds are available as follows in the SFY 2022/2023 operating budgets and are contingent upon availability and continued appropriations in SFY 2024 with the authority to adjust between fiscal years through the Budget Office if needed and justified.

02-23-23-236510-13950000 – Emergency Communications – Bureau of Emergency Communication
 046-500462 Med Consultant

<u>SFY2022</u>	<u>SFY2023</u>	<u>SFY2024</u>	<u>Total</u>
\$17,600.00	\$17,600.00	\$17,600.00	\$52,800.00

EXPLANATION

This contract is retroactive due to delays in the procurement and contract approval processes and the requirement that a Medical Director be available within the Division of Emergency Services and Communications (DESC) to maintain International Academies of Emergency Dispatch (IAED) accreditation standards. This contract provides for an experienced New Hampshire licensed Physician Consultant to assist in the oversight of ongoing education, training, and medical care provided by the Division to Emergency Medical Dispatchers (EMD's). They will also be responsible for quality improvement and risk management activities, including oversight of 911 call-taker compliance with protocols including reliability and consistency.

RFP 2021-201 was released on March 19, 2021 with a closing date of April 09, 2021. One proposal was received but it was deemed non-compliant and as a result the procurement was cancelled. RFP 2021-202 was released on April 16, 2021 with a closing date of May 03, 2021. The DESC received one response to RFP 2021-202 from Dartmouth Hitchcock Keene. The Dartmouth Hitchcock Keene proposal met all of the criteria required in the RFP and that the vendor was chosen to serve as the DESC Medical Director Consultant.

Respectfully Submitted,

Robert L. Quinn
 Commissioner of Safety

FORM NUMBER P-37 (version 12/11/2019)

Notice This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Division of Emergency Services and Communications		1.2 State Agency Address 110 Smokey Bear Boulevard Concord, NH 03305	
1.3 Contractor Name Mary Hitchcock Memorial Hospital		1.4 Contractor Address 580 Court Street Keene, NH 03431	
1.5 Contractor Phone Number 603-354-5454 ext. 2006	1.6 Account Number 02-23-23-236510-13950000 046-500462	1.7 Completion Date June 30, 2024	1.8 Price Limitation \$52,800.00
1.9 Contracting Officer for State Agency Steven Lavoie, Director of Administration		1.10 State Agency Telephone Number 603-223-8020	
1.11 Contractor Signature <i>Edward J. Merrens</i> 9/13/2021		1.12 Name and Title of Contractor Signatory Dr. Edward J. Merrens, MD Chief Clinical Officer	
1.13 State Agency Signature <i>Steven Lavoie</i> Date: 9/27/21		1.14 Name and Title of State Agency Signatory Steven Lavoie Director of Administration	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director: On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: _____ On: 10/14/2021			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials: *EJM*
Date: *9/10/21*

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date")

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80.7 through RSA 80.7-c or any other provision of law.

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State

Contractor Initials EJM
Date 9/10/21

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule,

8.1.2 failure to submit any report required hereunder, and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination,

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor,

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default, and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both

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

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, 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

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor Initials EJM
Date 7/10/21

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess, and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

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

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

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

17. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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

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

22. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

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

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

Exhibit A – Special Provisions

The terms outlined in the P-37 General Provisions are modified as set forth below:

Section 14 – Insurance:

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

Section 15 – Workers' Compensation:

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

Exhibit B – Scope of Services

The State seeks to procure an experienced New Hampshire licensed Physician Consultant to perform the duties and act as a Medical Director for the Division of Emergency and Communications.

Requirements for Vendor Medical Director Consultant includes:

Standard Service: During the term of this Agreement, the Physician shall dedicate seventy two (72) hours per annum (estimated to be an average of approximately six (6) hours per month) of Standard Services. The Division of Emergency Services and Communications needs will dictate actual monthly use of Standard Service hours (i.e. in one month, twelve hours may be used while in the next, three or even zero hours may be used). Vendor will provide reasonable advance notice to the Division of Emergency Services and Communications of vacation or other scheduled absent time. Standard Service includes, but is not limited to:

- Participate in the oversight of ongoing education, training, and medical care provided by the Division to Emergency Medical Dispatchers (EMD's)
- Participate in quality improvement and risk management activities, including oversight of call-taker compliance with protocols including reliability and consistency
- Participate in the design, operation and data analysis of the medical protocol system utilized by the Division of Emergency Services and Communications and consistency.

- Represent the Division of Emergency Services and Communications interests at such meetings and functions as may be required.
- Maintain confidentiality in accordance with Department of Safety, Division policies, and procedures as well as state and federal laws including HIPPA standards.

Emergency Service: While not anticipated to be used, the Division of Emergency Services and Communications may need Services for emergencies (i.e. court case wherein Physician is called upon to provide expert testimony). Sixteen (16) additional hours of Service shall be made available, on a reserve basis each year to be used for such emergencies. Payment for such Emergency Service hours shall be at the then-rate of hourly payment. The Division shall not be charge for unused Emergency Service reserve hours.

- If the Division of Emergency Services and Communications emergency service needs exceed the allotted sixteen (16) emergency hours, and the Division determines the remaining standard service hours (72 hour annual allotments) is insufficient, it will need to utilize Governor & Council approval procedures to secure additional funding which will require reasonable time to secure.
- If Vendor determines the physician is unavailable for any or all such emergency hourly use, it may, upon consent of the Division of Emergency Services and Communications, provide an equally or greater-qualified substitute for such emergency service until the designated physician is available.
- Reasonable amount of notice shall be given by the Division of Emergency Services and Communications to the Vendor when emergency hours will be needed. The Vendor shall not unreasonably refuse to provide such emergency service.

The Vendor Medical Director Consultant staff shall work in cooperation with the New Hampshire Department of Safety, Division of Emergency Services and Communications personnel. The work performed by the resources provided in this Contract will be closely managed by the Division of Emergency Services and Communications EMD Supervisor. These vendor resources will be integrated into State project teams. Mentoring and knowledge transfer to State workers is critical. These resources will be required to act as business professionals and communicate effectively with all levels of users and state personnel.

Neither the vendor, nor its personnel, shall represent themselves as employees or agents of the State. While on State property the vendor's personnel shall be subject to control of the State, but under no circumstances shall such persons be deemed to be employees of the State of New Hampshire.

All vendor personnel shall observe all agency regulations or special restrictions in effect while on State property.

In performing its obligations under a Contract, Mary Hitchcock Memorial Hospital, agrees that any work created or prepared by the Vendor personnel within the scope of their employment, or a work specially ordered or commissioned for use as a contribution to a collective work, shall be considered a work for hire. As such, it shall be considered the sole property of the State.

Exhibit C – Price and Payment Schedule

Firm Fixed Price:

This is a Firm Fixed Price (FFP) Contract totaling \$52,800 for the period between the Effective Date through June 30, 2024. Mary Hitchcock Memorial Hospital shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow Mary Hitchcock Memorial Hospital to invoice the State for the following Activities, Deliverables, or Milestones at fixed pricing/rates appearing in the price and payment tables below:

In no event shall the total of all fees paid under this Agreement exceed \$17,600.00 per state fiscal year for 3 years for a total of \$52,800.00. Invoices to be submitted monthly.

Features	Proposed Consultant	FY Year 22 Cost	FY Year 23 Cost	FY Year 24 Cost
Cost per hour for Standard Service as outlined in Appendix C (72 annual hours)	200 hourly	\$14,400	\$14,400	\$14,400
Cost per hour for Emergency Service outlined in Appendix C (16 annual hours)	200 hourly	\$3,200	\$3,200	\$3,200
Total-Annual Cost		\$17,600	\$17,600	\$17,600

Optional 2 Year Extension Worksheet:

The State may extend the current vendor to continue to provide the consulting services described in this contract for an additional two years upon Governor and Council approval.

Features	Proposed Consultant	FY Year 22 Cost	FY Year 23 Cost
Cost per hour for Standard Service as outlined in Appendix C (72 annual hours)	200 hourly	\$14,400	\$14,400
Cost per hour for Emergency Service outlined in Appendix C (16 annual hours)	200 hourly	\$3,200	\$3,200
Total-Annual Cost		\$17,600	\$17,600

INVOICING:

Mary Hitchcock Memorial Hospital shall submit correct invoices to the State for all amounts to be paid by the State. All invoices submitted shall be subject to the State's prior written approval, which shall not be unreasonably withheld. Mary Hitchcock Memorial Hospital shall only submit invoices for Services or Deliverables as permitted by the Contract. Invoices must be in a format as determined by the State and contain detailed information, including without limitation: itemization of each Deliverable and identification of the Deliverable for which payment is sought, and the Acceptance date triggering such payment; date of delivery and/or installation; monthly maintenance charges; any other Project costs or retention amounts if applicable.

Contractor Initials EJM
Date 9/10/21

Upon acceptance of a properly documented and undisputed invoice, the State will pay the correct and undisputed invoice within thirty (30) days of invoice receipt. Invoices will not be backdated and shall be promptly dispatched.

Invoices shall be sent electronically to:

By E-mail:

orders@dos.nh.gov

Or by USPS:

Department of Safety
Division of Emergency Services and Communications
Attention: Director's Office
110 Smokey Bear Blvd
Concord, NH 03305

PAYMENT ADDRESS:

All payments shall be sent to the following address:

Mary Hitchcock Memorial Hospital
580 Court Street
Keene, NH 03431

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that MARY HITCHCOCK MEMORIAL HOSPITAL is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on August 07, 1889. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 68517

Certificate Number: 0005428582



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 30th day of August A.D. 2021.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State



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

CERTIFICATE OF VOTE/AUTHORITY

I, Edward H. Stansfield, III, of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital, do hereby certify that:

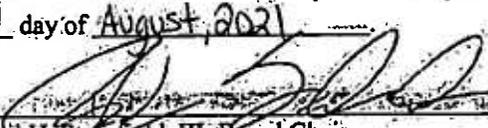
1. I am the duly elected Chair of the Board of Trustees of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital;
2. The following is a true and accurate excerpt from the December 7th, 2012 Bylaws of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital:

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

"In exercising this [fiduciary] duty, the Board may, consistent with the Corporation's Articles of Agreement and these Bylaws, delegate authority to the Board of Governors, Board Committees and various officers the right to give input with respect to issues and strategies, incur indebtedness, make expenditures, enter into contracts and agreements and take such other binding actions on behalf of the Corporation as may be necessary or desirable."

3. Article I – Section A, as referenced above, provides authority for the chief officers, including the Chief Executive Officer, the Chief Clinical Officer, and other officers, of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital to sign and deliver, either individually or collectively, on behalf of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital.
4. Edward J. Merrens, MD is the Chief Clinical Officer of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital and therefore has the authority to enter into contracts and agreements on behalf of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital.

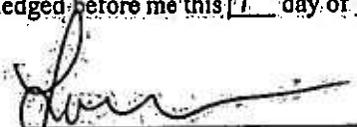
IN WITNESS WHEREOF, I have hereunto set my hand as the Chair of the Board of Trustees of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital this 17 day of August, 2021


Edward H. Stansfield, III, Board Chair

STATE OF NH
COUNTY OF GRAFTON

The foregoing instrument was acknowledged before me this 17th day of August, 2021 by Edward Stansfield.




Notary Public
My Commission Expires: April 19, 2022

ADVICE OF INSURANCE

Hamden Assurance Risk Retention Group, Inc.

30 Main Street, Suite 330

Burlington, VT 050401

Coverage provided relative to the Insured name below applies only while such Insured is acting within the scope of his/her professional responsibilities for the Named Insured or one of its controlled affiliates.

Insurance described below has been bound in the name of:

INSURED: Dartmouth-Hitchcock Health
Dartmouth-Hitchcock Clinic
Mary Hitchcock Memorial Hospital
Alice Peck Day Memorial Hospital
Cheshire Medical Center
Windsor Hospital Corp db Mt. Ascutney Hospital and Health Center
New London Hospital Association
Visiting Nurse Association & Hospice of VT and NH, Inc.

POLICY NUMBER: 0002020-A

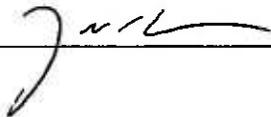
POLICY PERIOD: July 01, 2021 to June 30, 2022 (renewed each fiscal year)

LIMITS OF LIABILITY:

Professional Liability	General Liability
\$1,000,000 Each Medical Incident	\$1,000,000 Each Occurrence
\$3,000,000 Annual Aggregate	

This confirmation form is not an insurance policy. Complete terms and conditions of coverage are set forth in policy number 0002020-A.

Authorized by: Kathryn Willbarger, COO

Signature:  _____

Dr. James Suozzi, DO, NRP, FACEP

NAME OF INSURED: James C. Suozzi, DO

Effective Date: Upon the Dartmouth-Hitchcock Credentials Committee's approval of the initial or renewal application for the above named insured.

This D-H Professional Staff member is insured under the attached policy issued by Hamden Risk Retention Group, Inc.

This coverage is afforded each provider only while acting within the scope of his/her professional responsibilities in the rendering of services during the period of time that each provider is employed by Dartmouth-Hitchcock.

If you have any questions or require further information, please contact the Office of Claims Management at (603) 653-6850.

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CERTIFICATE OF INSURANCE

DATE: September 14, 2021

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

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

INSURED
 Dartmouth-Hitchcock Clinic
 One Medical Center Drive
 Lebanon, NH 03756
 (603)653-6850

COVERAGES

The Policy listed below has been issued to the Named Insured above for the Policy Period notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued. The insurance afforded by the policy is subject to all the terms, exclusions and conditions of the policy. Limits shown may have been reduced by paid claims.

TYPE OF INSURANCE		POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
					EACH OCCURRENCE	
	CLAIMS MADE				DAMAGE TO RENTED PREMISES	
					MEDICAL EXPENSES	
					PERSONAL & ADV INJURY	
	OCCURRENCE				GENERAL AGGREGATE	
					PRODUCTS-COMP/OP AGG	
OTHER						
	PROFESSIONAL LIABILITY	0002021-A	07/01/2021	07/01/2022	EACH CLAIM	\$1,000,000
X	CLAIMS MADE				ANNUAL AGGREGATE	\$3,000,000
	OCCURRENCE					
OTHER						

DESCRIPTION OF OPERATIONS/ LOCATIONS/ VEHICLES/ SPECIAL ITEMS (LIMITS MAY BE SUBJECT TO RETENTIONS)
 James Suozzi, MD, is insured under the terms and conditions of Policy No: 0002021-A. Coverage is provided solely for acts/duties performed within the scope of employment for Dartmouth-Hitchcock Clinic. Any activities outside the scope and terms of employment with Dartmouth-Hitchcock Medical Center are expressly excluded and not covered by Policy No: 0002021-A. This insurance applies to services provided in the states of NH, VT, MA, MD and ME only.

CERTIFICATE HOLDER

Dartmouth-Hitchcock Clinic
 One Medical Center Drive
 Lebanon, NH 03756

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

AUTHORIZED REPRESENTATIVES