

AGENDA

EXECUTIVE COMMITTEE MEETING

Wednesday, May 23, 2018

4:30 PM

RPC Conference Room
156 Water St., Exeter, NH

-
- | | | | | |
|----|------|---|---------------------|---|
| 1. | 4:30 | Call to Order | P. Wilson,
Chair | |
| 2. | 4:35 | Minutes of April 25, 2018 Meeting
<i>MOTION TO APPROVE</i> | | Attachment 1 |
| 3. | 4:40 | Financial Report
Monthly Report for April
RPC Dashboard April - May | T. Roache | Attachment 2
Attachment2A |
| 4. | 4:50 | Public Hearing TIP Amendment 4
a) Revoke April Approval
b) Reconsider with Revisions
<i>Motion Required</i> | Dave Walker | Attachment 3 |
| 5. | 5:15 | New Business
a) Health Trust Agreement
<i>Motion Required</i>
b) Annual Meeting Draft Agenda
c) Rockingham County
Conservation District MOU
d) Draft Work Program | T. Roache | Attachment 4
Attachment 5
Attachment 6
TBD |
| 6. | 5:45 | Public Comment | | |
| 7. | 5:50 | Adjourn | | |

MINUTES

Rockingham Planning Commission Executive Committee

April 25, 2018
RPC Office, Exeter, NH

Committee Members Present: P. Wilson (Chairman); M. Turell (Treasurer); B. Kravitz (Vice Chair); G. Coppelman (Secretary); M. McAndrew, R. McDermott, L. Cushman (Members at Large)

Staff: T. Roache (Executive Director); A. Pettengill (Business Manager)

1. Chairman Wilson convened the meeting at 4:30 p.m.
2. Minutes of March 28, 2018

McDermott moved to approve the Minutes of March 28, 2018 as presented; Turell seconded. SO VOTED.

3. Financial Reports

Roache noted the month of March had unusually high expenses due to 5310 and Sail contracted services obligations, coupled with a low revenue month, which created an unusually high deficit for the month. This should mostly self-correct in April, if not completely correct itself.

The April Dashboard shows a slight improvement in cashflow due to receipt of several dues payments, which also allowed the Line of Credit to be paid back. He noted he attended the Legislative Breakfast in Concord and he also met with the Trust for Public Lands to discuss the Hampton Rail Trail project. The RPC also hosted an international visitor/leader program from Asia, which was very interesting and educational for both the visitors and the RPC Staff. The differences in local controls between the countries is staggering. Social media is continuing to increase and a Communications Committee meeting is scheduled for Wednesday, May 2nd. Discussion followed. Kravitz asked if the RPC staff have been present for the Long Term Drinking Water Commission meetings. She suggested the RPC should be the ones bringing this topic to the communities.

4. Old Business

- a) Nominating Committee Report: Kravitz reported that the Nominating Committee met today and the Officer Slate has been filled and it is very

representative of the region. Not much response has been received for the Hayden & Quinlan awards to date.

- b) FY 2019 Budget – 2nd Look: Roache distributed the budget and reviewed each addition to the revenue sources since the Committee last saw it, **including additional HSEM Hazard Mitigation funds for doing Epping's Pre-disaster mitigation plan update**, and the NSF SC3 contract which is a national science foundation grant for work with UNH on sea level rise wave surge and how it could affect property and tax base in communities. **It's also** possible Newington will want the RPC to do more updates to their master plan, along with Raymond and Hampton. He reviewed the expense side of the budget and noted the Salaries line item includes hiring a mid-level planner and one intern, plus a 2% cost of living increase. Also reflected is the change to health and dental since the RPC will be joining the Health Trust this year for those benefits.

McDermott asked how the existing staff is relating to the staff changes that have occurred to date and Roache said the staff is working hard but seems happy and engaged. *McDermott moved to adopt the FY 19 Budget as presented and recommend approval to the full Commission; Turell seconded. SO VOTED.* Coppelman abstained.

Roache also discussed preparing a document for the annual meeting handout that includes the new budget, accomplishments of the past year, and the work program for the new year.

5. New Business

- a) May Commission meeting: to be held in Seabrook or Hampton Falls; will include FY 19 Budget, Nominating Committee Report, and possibly another topical presentation.
- b) Annual Meeting Update: Wed., June 13th at the Sheraton in Portsmouth; Italian buffet; speaker: Access Navigators; vote on the Slate of Officers; staff & commissioner awards

6. Public Comment – None

Meeting adjourned at 5:25 p.m.

Respectfully submitted,
Annette Pettengill, Recording Secretary

Rockingham Planning Commission
Financial Statement
Budget vs. Actual
April 2018

	April 2018	YTD FY 18	FY 18 Budget Amend 2	Balance	% Budget
RESOURCES					
Federal Contracts	\$ -	\$ -	\$ -	\$ -	
Grants	\$ -	\$ -	\$ -	\$ -	
Local Dues	\$ -	\$ 145,828	\$ 145,828	\$ -	100.0%
Other Income	\$ -	\$ -	\$ -	\$ -	
Local Planning Contracts	\$ 21,247	\$ 226,148	\$ 416,010	\$ 189,862	54.4%
State Contracts	\$ 130,691	\$ 617,086	\$ 801,018	\$ 183,932	77.0%
Total RESOURCES	\$ 151,938	\$ 989,062	\$ 1,362,856	\$ 373,794	72.6%
EXPENSES					
Newspaper/Media	\$ 341	\$ 2,194	\$ 1,000	\$ (1,194)	219.4%
Contracted Printing	\$ -	\$ 3,935	\$ 2,000	\$ (1,935)	196.8%
Contracted Services	\$ 5,676	\$ 158,153	\$ 321,115	\$ 162,962	49.3%
Total Salaries	\$ 40,819	\$ 561,338	\$ 663,502	\$ 102,164	84.6%
Travel	\$ 569	\$ 4,732	\$ 9,500	\$ 4,768	49.8%
Reconciliation Discrepancies			\$ -	\$ -	
Payroll Processing Fees	\$ 28	\$ 395	\$ 500	\$ 105	79.0%
Janitorial	\$ 300	\$ 1,500	\$ 2,000	\$ 500	75.0%
Accounting	\$ -	\$ -	\$ 300	\$ 300	0.0%
Audit	\$ -	\$ 11,000	\$ 9,250	\$ (1,750)	118.9%
Bank & Service Charges	\$ -	\$ 119	\$ 350	\$ 231	34.0%
**Dues & Subscriptions	\$ 383	\$ 3,270	\$ 7,000	\$ 3,730	46.7%
Employee Co Contrib of Benefits					
C Deferred Comp 457	\$ 2,069	\$ 27,306	\$ 34,009	\$ 6,703	80.3%
C Dental Insurance	\$ 589	\$ 8,255	\$ 9,702	\$ 1,447	85.1%
C Health Ins.	\$ 3,318	\$ 43,210	\$ 53,000	\$ 9,790	81.5%
C Life Insurance	\$ 69	\$ 895	\$ 1,002	\$ 107	89.3%
C LTD Insurance	\$ 104	\$ 1,364	\$ 1,740	\$ 376	78.4%
C NH Retirement 414E	\$ 2,826	\$ 34,506	\$ 39,000	\$ 4,494	88.5%
C STD Insurance	\$ 69	\$ 903	\$ 1,040	\$ 137	86.8%
**Equipment	\$ -	\$ 56	\$ 7,000	\$ 6,944	0.8%
**Equipment & Software Maint.	\$ 4,425	\$ 9,784	\$ 16,500	\$ 6,716	59.3%
General Insurance	\$ 294	\$ 4,329	\$ 5,209	\$ 880	83.1%
Misc	\$ 250	\$ (793)	\$ 3,000	\$ 3,793	-26.4%
**Office Supplies	\$ 86	\$ 6,837	\$ 13,500	\$ 6,663	50.6%
Payroll Expenses (C Portion)					
P/R Taxes - Other	\$ 3,045	\$ 42,049	\$ 50,758	\$ 8,709	82.8%
SUTA	\$ -	\$ 500	\$ 500	\$ -	100.0%
**Postage	\$ -	\$ 433	\$ 2,000	\$ 1,567	21.7%
Rent	\$ 4,243	\$ 42,266	\$ 50,752	\$ 8,486	83.3%
Telephone & Internet	\$ 346	\$ 3,744	\$ 5,100	\$ 1,356	73.4%
**Training & Workshops	\$ -	\$ 1,281	\$ 3,000	\$ 1,719	42.7%
Utilities	\$ 691	\$ 5,431	\$ 7,000	\$ 1,569	77.6%
	\$ 70,540	\$ 978,992	\$ 1,320,329	\$ 341,337	74.1%
	\$ 81,398	\$ 10,070			
Unobligated Funds			\$ 22,527	\$ 22,527	
Fund Balance Accrual	\$ -		\$ 20,000	\$ 20,000	
			\$ -	\$ -	
	\$ 81,398	\$ 10,070	\$ 1,362,856	\$ 10,070	

NOTE: April 30th is 83% through the fiscal year

Last Statement - April 30, 2018	
Bank Checking	
Beginning Balance	\$31,640.51
Deposits	171,833.98
Payments	100,715.40
Ending Balance	\$102,759.09
Other Accounts	
Line of credit (\$30,000) activated?	\$0.00
Holding Account Beginning	\$6,643.00
Holding Account Ending	\$6,643.17
Performance targets	
Operating Expenses on Hand	3 months
rpc-nh.org -- Sessions	TBD
rpc-nh.org -- Users	TBD
Newsletter Subscriber Target	325
Target News Letter Open Rate	35%
Twitter Followers	250
Facebook Likes	150
February 28, 2018 Revenue	83%
February 28, 2018 Expenses	83%

April May	
Staff Presentations / Activities	
NE Bike/Walk Summit in Boston	
FHWA Peer Exchange at MASS-DOT Boston	
East Kingston wetland workshop	
HWMI presentation to Hampton Planning Board	
Exeter Housing Meeting	
Commission on Long Term Goals and Requirements on Drinking Water	
Source Water Protection Conference – award for Seabrook GW	
NHDES Drinking Water Loans and Grants workshop	
Current Performance April - May	
Available Operating Expenses	< 1 month
rpc-nh.org -- Sessions	977(+17.3%)
rpc-nh.org -- Users	730 (+14.4%)
News Letter Subscribers	305 (+7)
Newsletter Open Rate	34.3% (+1.5%)
Twitter Followers	248 (+)
Facebook Likes	146(+15)
February 28, 2018 Revenue	73.0%
February 28, 2018 Expenses	74.0%

Budget Narrative	
Bank Balance/Cash on hand:	Cash balances remain at a minimum level. We have less than one month of operating expenses on hand. Cash flow remains a challenge.
Payables and Receivables:	Remains current to be paid/received within 30 days.
FY18 Working Budget:	Current Amended budget approved February 28, 2018. No significant changes anticipated at this time

FY18 Working Budget Amendment 2			
Funding Sources		Expenses	
Local Dues	\$ 145,828.00	Salaries	\$ 663,502.00
State and Federal Contracts	\$ 984,141.00	Contracted Services	\$ 318,115.00
Grants	\$ -	Travel Expenses	\$ 9,500.00
Local Planning Contracts	\$ 230,887.00	Bank Fees	\$ 350.00
Other Income	\$ 2,000.00	Payroll Taxes	\$ 50,758.00
		Insurance	\$ 5,709.00
		Health Life Dental	\$ 66,485.00
		Retirement	\$ 73,008.00
		Rent	\$ 50,752.00
		Janitorial	\$ 2,000.00
		Telephone & Internet	\$ 5,100.00
		Office, Cmptr., Copier Suppl.	\$ 13,500.00
		Postage	\$ 2,000.00
		Audit	\$ 9,250.00
		Utilities	\$ 7,000.00
		Contract Printing	\$ 2,000.00
		Newspaper & Media	\$ 1,000.00
		Equipment & Software Maint.	\$ 16,500.00
		Dues & Subscriptions	\$ 7,000.00
		Training, Workshops, Conf.	\$ 3,000.00
		Accounting	\$ 300.00
		Payroll Processing	\$ 500.00
		Miscellaneous	\$ 3,000.00
		Legal Services	\$ 3,000.00
		Equip. Purchase. & Lease	\$ 7,000.00
Working Budget	\$1,362,856.00	Total Expenses	\$1,320,329.00
		Potential Reserve	\$42,527.00
		Delta	\$0.00

MEMORANDUM

To: MPO Executive Committee
From: Dave Walker, Transportation Program Manager
Date: 5/17/2018
RE: 2017-2020 TIP Amendment #4

Amendment #4 to the 2017-2020 Transportation Improvement Program was approved by the MPO at the last Policy Committee meeting (4/11/2018) after a 30 day comment period and a public hearing. At the same time, a ruling was handed down by the U.S. Court of Appeals for the D.C. Circuit that struck down provisions of the EPA's 2008 Ozone NAAQS SIP Requirements Rule addressing requirements for implementing the 2008 Ozone Standards and the revocation of the 1997 Ozone NAAQS. Based on guidance from FHWA, these changes are effective immediately, and require that an Air Quality Conformity analysis be conducted for any TIP Amendments or Updates incorporating projects that are not-exempt from the conformity requirements. As originally approved by the MPO, TIP Amendment #4 included a single project, **Epping 29608**, determined to be not-exempt and, as the changes had not been approved by FHWA at the time of the ruling, the State and MPOs must revisit and adjust the approval. Options include approving the amendment without Epping 29608, or conducting an air quality conformity analysis on the TIP. For a variety of reasons, conducting an air quality conformity analysis is not viable at this time requiring that a revised Amendment #4 be discussed and approved. In that regard, the MPO is proposing to revoke approval of Amendment #4 provided at the April 11, 2018 meeting, and approve a revised Amendment #4 that includes only the projects listed in this memorandum and the attached TIP Revision tables. To be clear, Epping 29608 is not being removed from the TIP, only the changes to the project originally proposed in Amendment #4 will not occur at this time. Instead, that revisions will wait for the TIP/STIP update later this year when either the court decision will be overturned or a conformity analysis can be completed.

Attached is a report that lists the changes that Amendment #4, as revised, proposes to make to the 2017-2020 Transportation Improvement Program (TIP) within the Rockingham Planning Commission region. The full STIP revision report provided by NHDOT is also available on the RPC website (www.rpc-nh.org) for those interested in the proposed changes to projects from other parts of the state. Overall, there are 10 Statewide and 14 regional project changes (24 total) proposed that the RPC needs to address in the TIP, and these take the form of project removals and additions, funding amount changes, as well as adjustments to project scope and timing. At the same time, the Long Range Transportation Plan (LRTP) is also being updated to maintain consistency between the project lists in the two documents. The MPO is conducting a 10-day public comment period on Amendment #4 that began on May 14, 2018 and will conclude on May 23, 2018. A final opportunity for comments will be during the public hearing at the **May 23rd, 2018 RPC Executive Committee Meeting at the Rockingham Planning Commission offices (156 Water Street, Exeter)**. The MPO will take action on the amendment at the conclusion of the public hearing.

Analysis

This amendment consists of the changes to 14 regional projects and 10 statewide programs and results in a net increase in cost of just over \$14.0 million. **Table 1** on the following page provides a brief overview of the changes to each project, as well as the general reasoning for that change. There are seven projects undergoing a scope change and only one of those (Hampton 41797) is changing cost as well. There are six projects that are being added into the TIP, five of which are from the most recent CMAQ funding round, while the sixth is a statewide project that needs to be added. Two projects are showing reduced cost while six are increasing in cost. Two of the projects with cost increases (FTA5339 and BRDG-T3/4 M&P) are incorporating funding from projects being removed from the TIP. Four projects are being removed from the TIP and in all cases, the scope and funding for those projects is being incorporated into other existing projects and programs. Project Hampton 29609 is being incorporated into Hampton 41797, Statewide 15609I and BRMT are being incorporated into the BRDG-T3/4-M&P Program, and FTA5309 is being incorporated into the FTA5339 Program.

Attached is a report that provides the details of each project and compares the existing status with the changes proposed in Amendment #4. This report provides full project cost and scheduling details for the TIP projects impacted the amendment and shows the existing and amended funding for each project side-by-side. For each project, the report lists the general information regarding each project, as well as the existing and proposed total project costs (includes years beyond the TIP). Below that project phases and accompanying fiscal years are listed on the left, the existing funding itemization in the center, and the proposed amended funding on the right *listed using shaded, italicized text*. Beyond the amended funding amounts is a listing of the funding sources for each project phase. The bottom of the report includes information regarding the regional significance of the project, the agency it is managed by, and the Clean Air Act Amendment codes.

Recommendation

Based on the information provided regarding the movement of projects in time, and changes in scope and cost, staff concludes that:

- The recommendation of FHWA and NHDOT, after consultation with regional, state, and federal planning partners is that the previous approval of TIP Amendment #4 by the MPO should be revoked and reconsidered without any projects that trigger air quality conformity requirements.
- The fiscal constraint of the TIP/STIP is maintained per the DOT fiscal constraint documentation that (attached) and included in the informational packet on the MPO Website.
- There are no changes to projects that would trigger an air quality conformity analysis included in the Amendment.
- Consistent with the RPC's Public Participation Process, this notice and comment period is also intended to meet FTA requirements for public comment on the programs of transit projects put forward by NHDOT, UNH and the COAST and CART transit systems.

Recommend that the MPO Executive Committee revoke the prior MPO approval of TIP Amendment #4 as voted at the April 11, 2018 meeting, and approve the project changes identified in Amendment #4, as currently submitted.

TABLE 1: AMENDMENT SUMMARY

	Project #	Scope	Net Funding	
			Change	Reason for Change
Scope Changes	68069	COAST - capital/oper for Newington-Dover infrastructure project support.	\$0	Change in scope description
	41797	Hampton – Improvements to Ocean Boulevard.	\$1,110,519	Change in scope description. Incorporated project 29609. Added to TIP from Ten Year Plan
	24457	North Hampton – Superstructure replacement of bridge carrying US 1 over Boston & Maine RR (Red List Br No 148/132)	\$0	Change in scope description
	40641	Plaistow – Main Street Traffic Calming and Safety Improvements	\$0	Change in scope description
	25198	Statewide RWIS – To install Road and Weather Systems around the State. Date of release for RFP May 1, 2018	\$0	Updated scope description to reflect current year.
	ENV-POST-CON	Environmental Commitments for post-construction obligations.	\$0	Updated project name and scope description. Formerly HAZMAT program.
	68070	Wildcat Transit - Capital Equipment Purchases and Operating Support for UNH/Wildcat Bus.	\$0	New Project. Transit project in support of Newington-Dover Tpk expansion.
Net Change			+\$1,110,519	
Newly Added Projects	41744	COAST – To replace three pre-2009 heavy duty buses with three new heavy duty buses.	\$1,425,000	New CMAQ Project
	41743	Exeter – Rehabilitate the Rockingham Control Siding (rail)	\$1,600,000	New CMAQ project
	41752	Portsmouth – Add a multi-use path for bike/ped along Elwyn Rd extending from Rt1 to Harding Rd	\$1,024,353	New CMAQ project
	41750	Salem – Add .3 miles to Salem Bike-Ped Corridor which runs along abandoned Manchester & Lawrence rail line.	\$867,978	New CMAQ project
	103440	Durham – Local Technical Assistance Program (LTAP) administered by the Technology Transfer Center & UNH	\$1,127,635	New to TIP
	41756	Statewide – Evaluate 61+ traffic control signals and develop & implement signal timings to improve traffic flow	\$304,590	New CMAQ Project
Net Change			+\$6,349,556	

	Project #	Scope	Net Funding Change	Reason for Change
Cost/Funding Changes	15731	Portsmouth, NH – Kittery, ME – Bridge Replacement, US 1 Bypass over Piscataqua River (Sarah Mildred Long Bridge)(Red List)	\$3,048,759	Adding PE Funds. Shifting ROW funds from 2018 into 2019 based on updated functional replacement.
	15904	Seabrook-Hampton – Reconstruction of the Red List bridge carrying NH 1A over Hampton River (Br No 235/025)	\$2,150,610	Estimate adjusted to cover design costs and timing.
	FTA5339	Capital bus and bus facilities - FTA 5339 Program for statewide public transportation	\$2,942,880	Incorporates FTA 5309 Funding.
	BRDG-T3/4-M&P	Maintenance and preservation of Tier 3 & 4 bridges	\$2,000,000	Incorporates scope of 15609I and BRMT which are being removed from the TIP
	PAVE-T2-REHAB	Rehab of Tier 2 roads.	\$10,750,000	Program is being adjusted to accommodate child project funding needs.
	PAVE-T2-RESURF	Resurfacing Tier 2 Roadways	(\$5,900,000)	Program is being adjusted to accommodate child project funding needs.
	USSS	Statewide Program – Project to update signing on state system	(\$944,000)	Removed FY2017 funding as it was not utilized in 2017.
Net Change			+\$14,048,249	
Projects Removed	29609	Hampton – Engineering study/ design for Ocean Blvd improvements	(\$275,000)	Project removed and incorporated into Project #40797
	15609I	Statewide – Statewide Bridge Maintenance, Preservation, & Improvements performed by Bridge Maintenance	(\$2,200,000)	Project Removed – funds moved to BRDG-T1/2-M&P and BRDG-T3/4-M&P
	BRMT	Statewide Bridge Maintenance, Preservation, and Improvements	(\$4,000,000)	Removing Project. These projects will come from Bridge Tier 1/2 M&P and Tier 3/4 M&P
	FTA5309	Capital bus and bus facilities – FTA Section 5309 Program	(\$1,000,000)	Program being removed
Net Change			(\$7,475,000)	
Total funding change			\$14,033,324	



**HEALTHTRUST, INC.
APPLICATION AND MEMBERSHIP AGREEMENT**

Rockingham Planning Commission

This Application and Membership Agreement ("Membership Agreement") is made by and between Rockingham Planning Commission ("Applicant") and HealthTrust, Inc., a New Hampshire voluntary corporation ("HealthTrust"), effective as of June 1, 2018 ("Effective Date"). This Membership Agreement sets forth the terms and conditions of Applicant's membership and/or continuing membership in HealthTrust.

Preamble

HealthTrust is a pooled risk management program operating pursuant to RSA 5-B and offering its member political subdivisions the opportunity to participate in its Coverage Programs and related services including, but not limited to, group medical, dental, short-term disability, long-term disability, and life coverages.

Applicant is eligible and wishes to become or remain a Member of HealthTrust and participate in certain Coverage Programs offered by HealthTrust and therefore is entering this Membership Agreement.

Agreement

Applicant and HealthTrust hereby mutually agree as follows:

1. **Application.** Applicant applies for membership (including continuing membership if applicable) in HealthTrust for the provision of group medical and/or other benefit plans as may be selected by Applicant from time to time.
2. **Eligibility.** Applicant hereby represents and warrants to HealthTrust that Applicant is an entity eligible for membership in HealthTrust in accordance with the HealthTrust Bylaws.
3. **Contingent on Acceptance.** Applicant understands and agrees that its membership in HealthTrust is contingent on HealthTrust's acceptance and execution of this Agreement.
4. **Governing Provisions.** Applicant shall be bound by the provisions of this Membership Agreement, the HealthTrust Articles of Incorporation, Bylaws, Rules, any applicable Coverage Documents, and any other agreements pursuant or incident thereto, all as amended and in effect from time to time (known collectively in the Bylaws as the "Operative Documents"). Applicant acknowledges receipt of the HealthTrust Bylaws.
5. **Member Rights.** As a Member, Applicant will have the rights provided in the Operative Documents including, without limitation, the right to participate in HealthTrust's Coverage Programs and the right to vote for the HealthTrust Board of Directors at annual meetings of the Members. Applicant acknowledges that pursuant to the current HealthTrust Bylaws, the person serving as the top administrative official of Applicant, or his or her designee, shall be entitled to cast a vote on behalf of Applicant at any meetings of the Members of HealthTrust unless and until

Applicant's Governing Board appoints, by resolution, a different representative to cast such a vote prior to the meeting(s) to which the designation relates.

6. **Selection of Coverage Programs and Services.** Subject to the terms and conditions of the Operative Documents, Applicant may select and periodically change the Coverage Programs and related services in which Applicant participates without amending this Membership Agreement. Applicant's participation (or continuing participation) in any of the Coverage Programs and/or related services is subject to:

- (a) The proper and timely completion and execution by an authorized representative of Applicant of the documents, agreements, and forms for such participation as required by HealthTrust, and
- (b) The policies, procedures, guidelines and Operative Documents that apply to any selected coverages including, without limitation, any applicable minimum participation requirements for such Coverage Program.

7. **Contributions.** Applicant agrees to pay in a timely manner all Contributions required to participate in HealthTrust and/or the applicable Coverage Programs pursuant to the terms of the Operative Documents.

8. **Surplus.** Applicant hereby acknowledges and agrees that any distribution of surplus, or a Member's rights thereto, shall be governed by the applicable terms of the HealthTrust Bylaws and/or other Operative Documents, as they may be amended from time to time. Applicant further agrees that HealthTrust may first apply any surplus due to Applicant to pay any unpaid and overdue Contributions or other amounts owed by Applicant to HealthTrust prior to returning the balance remaining of such surplus to Applicant.

9. **Health Plan Coverage Program Responsibilities.**

- (a) Applicant acknowledges that, with respect to the group health (medical and/or dental) plan(s) offered to its Employees through HealthTrust, Applicant is responsible for complying with all applicable provisions of federal and state law governing such health plan(s) including, without limitation: (i) the continuation of coverage provisions set forth in Sections 2201 through 2208 of the Public Health Service Act ("COBRA"), (ii) the retiree medical coverage provisions set forth in New Hampshire RSA 100-A:50, and (iii) the Patient Protection and Affordable Care Act of 2010, as amended and implemented ("ACA").
- (b) To assist Applicant in satisfying certain of its COBRA coverage obligations, HealthTrust provides base COBRA services on behalf of Applicant pursuant to a separate COBRA administrative services agreement which Applicant must sign as a condition of participating in HealthTrust's medical and/or dental Coverage Programs. In addition, Applicant may elect to receive additional COBRA billing services offered by HealthTrust pursuant to the separate COBRA administrative services agreement.
- (c) To assist Applicant in satisfying certain of its retiree coverage obligations, HealthTrust may offer to provide and Applicant may elect and contract with HealthTrust to receive retiree billing services on behalf of Applicant pursuant to a separate retiree billing administrative services agreement.

10. **Provision of Information.** Applicant agrees to provide HealthTrust in a timely and accurate manner any and all information HealthTrust deems necessary or desirable with regard to HealthTrust's provision of the Coverage Programs and related services selected by Applicant, including but not limited to, all required eligibility and enrollment data.

11. **Safeguarding Personal Information.** HealthTrust may provide Applicant certain non-claims related information, including enrollment, billing, and payment information relevant to the administration of the medical and dental Coverage Programs in which Applicant participates. Some of this information may constitute protected health information, as defined by the Health Insurance Portability and Accountability Act of 1996, as amended and implemented. Examples of information HealthTrust may disclose to Members include: monthly invoices detailing coverage types and cost, payment and enrollment confirmation, and information necessary to assist Applicant in completing its IRS reporting required by the ACA. HealthTrust, at its discretion, also may provide Applicant with non-individually identifiable summary claims information in a manner consistent with state and federal law and applicable HealthTrust policies and procedures.

Applicant hereby certifies that with respect to any protected health information received from HealthTrust, Applicant will:

- (a) Safeguard the privacy and security of the information,
- (b) Not use or disclose the information beyond that which is necessary to administer the selected coverage(s),
- (c) Not use the information for employment-related actions or decisions, and
- (d) Restrict access to the information to only those individuals who require the information to administer the coverage(s).

Applicant also acknowledges and agrees that:

- (e) HealthTrust will only provide such information to those individuals specifically identified in HealthTrust's database as authorized to receive such information on behalf of Applicant,
- (f) HealthTrust does not share individually identifiable claims information unless authorized in writing by the covered person or otherwise permitted by applicable laws, and
- (g) HealthTrust reserves the right to decide what, if any, information is provided to Applicant.

12. **Term and Termination.** The term of Applicant's membership (or continuing membership) in HealthTrust under this Membership Agreement begins on the Effective Date. Applicant's participation in specific Coverage Program(s) shall begin on the effective dates for such coverage as indicated in the Coverage Documents executed by Applicant in order to participate in such coverage. Membership in HealthTrust and participation in any Coverage Program shall continue until such coverage is terminated or cancelled in accordance with the terms of the HealthTrust Bylaws, Coverage Documents and/or other Operative Documents.

13. Miscellaneous Provisions.

- (a) This Membership Agreement is governed by New Hampshire law and may only be modified by a written amendment signed by all applicable parties.
- (b) All capitalized terms utilized but not defined herein shall have the same meaning as set forth in the HealthTrust Bylaws.
- (c) Section headings contained in this Membership Agreement are solely for the purpose of reference, are not part of the agreement of the parties and shall not in any way affect the meaning or interpretation of this Membership Agreement.

14. Certificate of Authorizing Resolution. This Membership Agreement shall be accompanied by a certificate of authorizing resolution (or a copy of the resolution) of the Governing Body of Applicant in substantially the same form and content as contained in the attached Exhibit A that indicates Applicant has duly authorized its membership in HealthTrust in accordance with RSA 5-B and the execution and delivery of this Membership Agreement by the individual signing, which authorization is legally binding and remains in full force and effect as of the date hereof.

IN WITNESS WHEREOF, Applicant and HealthTrust have caused this Membership Agreement to be executed by their duly authorized officials:

For APPLICANT:

ROCKINGHAM PLANNING COMMISSION

Authorized Official Signature

Print Name

Title

Date

For HEALTHTRUST, INC.:

Wendy Lee Parker
Executive Director

Date

EXHIBIT A

CERTIFICATE OF AUTHORIZING RESOLUTION

I hereby certify to *HealthTrust, Inc.* ("HealthTrust"), that the following is a true copy of a resolution adopted by the Governing Body of Rockingham Planning Commission at a meeting duly held on _____ [Date].

RESOLVED: That Rockingham Planning Commission shall participate as a Member in the HealthTrust pooled risk management program for the provision of group medical and/or other benefit plans in accordance with the "Application and Membership Agreement" and NH RSA 5-B.

RESOLVED: That _____ [Name/Title] is hereby authorized and directed to execute and deliver to HealthTrust, on behalf of Rockingham Planning Commission, the "Application and Membership Agreement" in substantially the form presented to this meeting.

I further certify that the foregoing resolution remains in full force and effect without modification.

APPLICANT: ROCKINGHAM PLANNING COMMISSION

Date: _____

By: _____
Duly Authorized

Name: _____

Title: _____

HEALTHTRUST, INC.
COBRA ADMINISTRATIVE SERVICES AGREEMENT

Rockingham Planning Commission

This COBRA Administrative Services Agreement (“COBRA Agreement”) is made by and between Rockingham Planning Commission ("Member") and HealthTrust, Inc. (“HealthTrust”) effective as of June 1, 2018 (“Effective Date”).

Preamble

HealthTrust is a pooled risk management program operating pursuant to RSA 5-B and offering its member political subdivisions the opportunity to participate in its Coverage Programs and related services. HealthTrust and Member are parties to a separate Application and Membership Agreement (“Membership Agreement”). Member is participating in HealthTrust’s group medical and/or dental Coverage Program(s) and will receive (or continue to receive) certain COBRA administrative services offered by HealthTrust to its members in accordance with this COBRA Agreement.

Agreement

Subject to the terms and conditions specified herein and in the Membership Agreement between the parties, the Member and HealthTrust hereby agree that HealthTrust shall provide (or continue to provide) on behalf of the Member the base COBRA administrative services described below in Section 1 and, if elected, Section 2, with respect to all Employees of the Member who are covered under the medical and dental Coverage Programs offered by the Member through HealthTrust:

1. Base COBRA Administrative Services. HealthTrust shall provide the following base COBRA administrative services (“Base COBRA Services”):

- a. Delivery of an initial notice of COBRA continuation coverage rights to each employee (and spouse thereof) of the Member who become covered under the Member’s medical and/or dental plan(s) offered through HealthTrust upon their enrollment by the Member.
- b. Upon notification of HealthTrust by the Member of a COBRA qualifying event, HealthTrust shall provide each qualified beneficiary eligible for COBRA coverage with timely notice of his/her right to elect COBRA continuation coverage and the terms, conditions and election procedures for COBRA coverage.
- c. Provision of information, forms and support to the Member’s Benefits Administrator regarding administration of COBRA continuation coverage, including applicable notice, eligibility, enrollment and payment rules.
- d. Upon expiration of the maximum COBRA continuation period or notification of HealthTrust by the Member of a COBRA cancellation, HealthTrust shall notify the

affected COBRA beneficiary of (i) the termination of his/her COBRA continuation coverage due either to the expiration of the maximum COBRA continuation period or to an event causing early termination of COBRA coverage, and (ii) any rights of the COBRA beneficiary to convert to an individual health benefits plan coverage.

No Additional Charge for Base COBRA Services. There will be no additional charge to the Member or its COBRA beneficiaries for the Base COBRA Services provided by HealthTrust under this Section 1.

2. COBRA Billing Services. HealthTrust makes available to its Members on an elective basis the additional COBRA administrative services listed below related to direct billing of and collection of payment from COBRA beneficiaries (“COBRA Billing Services”).

If elected, in addition to the Base COBRA Services, HealthTrust shall provide the following additional COBRA Billing Services:

- a. Direct billing of the Member’s COBRA beneficiaries on a monthly basis of the applicable amounts due for their COBRA continuation coverage.
- b. Collection of amounts billed and due from COBRA beneficiaries in accordance with applicable COBRA rules.
- c. Direct enrollment of eligible qualified beneficiaries who elect COBRA continuation coverage, and ongoing maintenance of such beneficiary’s enrollment and membership changes until cancellation/termination of COBRA coverage.
- d. Provision of monthly reports to the Member listing COBRA beneficiaries who have been billed by HealthTrust, along with their medical and/or dental plan(s), coverage type and COBRA contribution amounts.
- e. Notification of COBRA beneficiaries at annual open enrollment of contribution rate change information.
- f. Termination of COBRA beneficiaries for nonpayment and notice of such termination to Member.

The Member understands and agrees that if COBRA Billing Services are elected, the billing services shall be performed by HealthTrust for all of the Member’s COBRA beneficiaries who are covered through HealthTrust.

Charges for COBRA Billing Services. The Member understands and agrees that HealthTrust will bill the COBRA beneficiary directly for his or her COBRA continuation coverage as follows:

- The applicable monthly contribution amount due for the COBRA continuation coverage selected by the COBRA beneficiary, and

- An administrative fee computed as 2% of the applicable monthly contribution amount as allowed by federal law.

The Member agrees that HealthTrust will retain the 2% administrative fee as its compensation for the COBRA Billing Services rendered by HealthTrust. There will be no other separate charge to the Member or its COBRA beneficiaries for the additional COBRA Billing Services provided by HealthTrust under this Section 2.

Member understands and agrees that initial commencement of COBRA Billing Services requires at least 60 days advance notice to HealthTrust and the provision of all necessary information for commencement of such services.

3. Member Responsibilities. As a condition of HealthTrust performing the Base COBRA Services and COBRA Billing Services (if elected) specified in Sections 1 and 2 above, the Member agrees to perform the following responsibilities:

- Make available to COBRA beneficiaries the same medical and dental plan coverage options through HealthTrust as are available to eligible active Employees of the Member.
- Upon the Member's initial participation in HealthTrust's health benefit programs, provide information to HealthTrust on the Member's then existing COBRA beneficiaries.
- Notify HealthTrust in a timely manner when Employees experience a COBRA qualifying event and provide HealthTrust with necessary forms and information in accordance with applicable COBRA administrative policies and procedures established by HealthTrust.
- Perform all COBRA compliance and administrative obligations of the Member with respect to its Employees other than those COBRA services provided by HealthTrust hereunder.
- Upon Member (or a subunit of Member) ceasing to participate in the medical and/or dental Coverage Programs offered through HealthTrust, to carry out the transition of Member's (or subunit's) COBRA beneficiaries and covered Employees out of their coverage through HealthTrust.
- Provide HealthTrust with at least 60 days advanced written notice of the Member's decision to elect to receive the COBRA Billing Services made available by HealthTrust and, in such event, assist with the transition of such COBRA Billing Services to HealthTrust.
- Provide HealthTrust in a timely manner with any and all other information HealthTrust reasonably deems necessary or desirable with regard to HealthTrust's performance of the Base COBRA Services and COBRA Billing Services (if elected) on behalf of the Member.

HealthTrust shall be entitled to rely on any information provided by the Member pursuant hereto as accurate, valid and complete, and shall not be responsible for errors, delays or additional costs resulting from the receipt of inaccurate, invalid, incomplete or untimely information.

HealthTrust reserves the right to request additional information from the Member at any time in order to satisfy HealthTrust's COBRA administrative service obligations. The Member agrees to provide any requested information to HealthTrust in a timely manner.

4. Amendments to Services and Responsibilities. HealthTrust and the Member acknowledge and agree that the COBRA services and responsibilities herein are intended to assist the Member in satisfying its obligations under federal COBRA law. HealthTrust agrees to perform its COBRA administrative services in accordance with a reasonable good faith interpretation of the applicable requirements of COBRA. HealthTrust reserves the right to amend its COBRA administrative procedures and policies and the services and responsibilities provided herein as it deems necessary or appropriate without amending this COBRA Agreement. HealthTrust will notify the Member of any changes that will materially affect either HealthTrust services or the Member's responsibilities.

5. Other Terms and Conditions. HealthTrust and the Member further acknowledge and agree that:

- a. The COBRA administrative services performed by HealthTrust hereunder will be performed only with respect to Employees of the Member who are covered under the medical and/or dental Coverage Programs offered by the Member through HealthTrust. In no event shall HealthTrust be responsible for providing any COBRA administrative services with respect to Employees of the Member who are covered under a medical or dental plan coverage option offered by the Member through another insurer or provider.
- b. The performance of COBRA administrative services by HealthTrust on behalf of the Member does not and is not intended to make HealthTrust the plan sponsor, plan administrator or other fiduciary of the Member's group health benefit plans for COBRA purposes under any applicable law or regulation, and the Member will not identify or refer to HealthTrust as such.
- c. HealthTrust shall not have any obligation or liability with respect to any COBRA administrative services described herein before the effective date of the Application and Membership Agreement or this COBRA Agreement, or with respect to any COBRA compliance obligations of the Member other than HealthTrust's administrative service obligations hereunder.
- d. All confidential information disclosed by the parties pursuant to this Agreement will remain the exclusive and confidential property of the disclosing party. The receiving party will not disclose the confidential information of the disclosing party and will use at least the same degree of care in protecting the confidential information of the other party as it uses with respect to its own confidential information. The receiving party will limit access to confidential information to its employees and advisors with

a need to know and will instruct such employees and advisors to keep such information confidential. Notwithstanding the foregoing, the receiving party may disclose confidential information to the extent necessary to comply with any law, ruling, regulation or rule applicable to it or to the extent necessary to enforce its rights hereunder. HealthTrust also may disclose confidential information of the Member to the extent that disclosure of such information is required to perform its COBRA administrative service obligations hereunder.

For purposes of this subsection (d), “confidential information” shall mean all information of a confidential or proprietary nature provided by the disclosing party to the receiving party for use in connection with the service obligations and responsibilities hereunder, but does not include (i) information that is already known by the receiving party without obligation of confidentiality; (ii) information that becomes generally available to the public other than as result of disclosure by the receiving party in violation of this Agreement; and (iii) information that becomes known to the receiving party from a source other than the disclosing party on a non-confidential basis.

- e. All capitalized terms utilized but not defined herein shall have the same meaning as set forth in the HealthTrust Bylaws.

6. Term and Termination.

- a. The term of this COBRA Agreement shall commence on the Effective Date, and shall continue during the Member’s participation in HealthTrust’s medical and/or dental Coverage Program or until earlier terminated by either party with 60 days prior written notice to the other party.
- b. Notwithstanding anything contained herein, if the Member defaults in the performance of any of its responsibilities hereunder, HealthTrust may, upon written notice to the Member, terminate this COBRA Agreement.
- c. Notwithstanding any other provision of the Membership Agreement or this COBRA Agreement, HealthTrust’s agreement and obligation to provide COBRA administrative services as set forth herein shall automatically cease upon termination of the Member’s (or subunit’s) participation in HealthTrust’s medical and/or dental Coverage Programs, and HealthTrust shall not provide and shall not be obligated to provide any further services with respect to the COBRA beneficiaries and covered Employees of the terminating Member (or subunit) pursuant hereto other than transition of COBRA administration to the Member or a successor COBRA administrator.

7. **Election of COBRA Billing Services (Section 2)** [check one of the two boxes below]:

- ☐ The Member hereby elects to receive the COBRA Billing Services described in Section 2 of this COBRA Agreement. The Member understands and agrees that HealthTrust will be charging COBRA beneficiaries an administrative fee of 2% of the applicable monthly contribution amount as allowed by federal law.

Only for Members initially electing COBRA Billing Services: If the Member has existing COBRA beneficiaries who are covered (or to be covered) through HealthTrust, the Member **(please initial below)**:

_____ **does**

_____ **does not intend**

to transfer billing responsibilities for those beneficiaries to HealthTrust as of the effective date of HealthTrust's COBRA Billing Services. This paragraph is not applicable to Members renewing ongoing COBRA Billing Services.

- ☐ The Member elects not to receive COBRA Billing Services described in Section 2, at this time.

IN WITNESS WHEREOF, the Member and HealthTrust have caused this COBRA Agreement to be executed by their duly authorized officials.

For the MEMBER:

ROCKINGHAM PLANNING COMMISSION

Duly Authorized

Print Name

Title

Date

For HEALTHTRUST, INC.:

Wendy Lee Parker
Executive Director

Date

HEALTHTRUST, INC.
RETIREE BILLING ADMINISTRATIVE SERVICES AGREEMENT

Rockingham Planning Commission

This Retiree Billing Administrative Services Agreement ("Retiree Billing Agreement") is made by and between Rockingham Planning Commission ("Member") and HealthTrust, Inc., ("HealthTrust") effective as of June 1, 2018 ("Effective Date").

Preamble

HealthTrust is a pooled risk management program operating pursuant to RSA 5-B and offering its member political subdivisions the opportunity to participate in its Coverage Programs and related services. HealthTrust and Member are parties to a separate Application and Membership Agreement ("Membership Agreement"). Member is participating in HealthTrust's group medical and/or dental Coverage Program(s) and will receive (or continue to receive) certain retiree billing administrative services offered by HealthTrust to its members in accordance with this Retiree Billing Agreement.

Agreement

Subject to the terms and conditions specified herein and in the Membership Agreement between the parties, the Member and HealthTrust hereby agree that HealthTrust shall provide (or continue to provide) retiree billing services described in Section 1 below ("Retiree Billing Services") on behalf of the Member with respect to all Retirees of the Member who are covered through HealthTrust's medical and dental Coverage Programs.

As used herein, "Retiree" means a person who is retired from active employment with the Member and who the Member has determined is eligible to continue medical and/or dental plan coverage with the Member pursuant to NH RSA 100-A:50 and/or the applicable rules of the Member and HealthTrust governing eligibility for Retiree coverage.

1. Retiree Billing Services.

HealthTrust shall provide the following Retiree Billing Services:

- a. Direct billing of the Member's covered Retirees on a monthly basis of the applicable contribution amounts due from the Retirees for their coverage through HealthTrust.
- b. Billing of the Member on a monthly basis of any contribution amounts due from the Member for coverage of its Retirees, including any contribution amounts due in excess of amounts received from the Retirees and the New Hampshire Retirement System ("NHRS").
- c. Collection of contribution amounts billed and due from Retirees and/or the Member.

- d. Collection and processing of NHRS subsidy and annuity deduction amounts for subsidy-eligible Retirees and Retirees who have elected payment of contributions by annuity deduction.
- e. Provision of monthly reports to the Member listing each Retiree who has been billed by HealthTrust, along with their medical and/or dental plan(s) and coverage type. A listing of the applicable coverage contribution amounts for the Member, the Retiree and NHRS also will be provided for each billing period.
- f. Notification of retirees of annual open enrollment.
- g. Notification of the Member regarding a Retiree's failure to pay billed contribution amounts prior to cancellation of the Retiree's coverage for nonpayment.
- h. Termination of Retiree coverage, pursuant to HealthTrust's rules and policies, as amended from time to time, for any of Member's Retirees due to non-payment of the applicable contributions due from such Retiree.

The Member understands and agrees that the Retiree Billing Services shall be performed by HealthTrust for all of the Member's Retirees who are covered through HealthTrust's medical and dental Coverage Programs.

Member understands and agrees that initial commencement of Retiree Billing Services requires at least 60 days advance notice to HealthTrust and the provision of all necessary information for commencement of such services.

No additional charge for Retiree Billing Services. There will be no additional charge to the Member or its Retirees for the Retiree Billing Services provided by HealthTrust under this Retiree Billing Agreement.

2. Member Responsibilities. As a condition of HealthTrust performing the Retiree Billing Services specified in Section 1 above, the Member agrees to perform the following responsibilities:

- a. Identification and enrollment of eligible Retirees who elect coverage through HealthTrust, and ongoing maintenance of such Retirees' enrollment changes until cancellation/termination of each Retiree's coverage.
- b. Upon first electing to receive Retiree Billing Services and whenever contribution rate changes occur, the Member shall complete and provide to HealthTrust a Retiree Contribution Allocation Table in the form provided by HealthTrust to the Member for such purpose or by another mutually agreed upon format, and otherwise assist with the transition of such Retiree Billing Services to HealthTrust.

- c. Pay the Member's portion of coverage contribution amounts on a monthly basis exactly as billed by HealthTrust. Any pending adjustments at the time of payment will be reflected on future bills.
- d. **Retain ultimate responsibility for payment to HealthTrust of coverage contribution amounts due from the Member's Retirees to the extent not otherwise paid by the Retirees or NHRS including, without limitation:**
 - i. **Reimbursement of HealthTrust for any amounts due from the Member's Retirees for their coverage through HealthTrust that remains unpaid and overdue. Member shall pay HealthTrust for such Retiree non-payment within 30 days of HealthTrust invoicing Member for the applicable amount(s) due and shall have sole responsibility for collecting any such amount(s) due from the Retiree.**
 - ii. **Reimbursement of HealthTrust for any amounts of subsidy and annuity deductions paid by NHRS toward Member's Retirees' coverage contributions that are subsequently retroactively recovered directly from HealthTrust by NHRS and not repaid in a timely manner by the Retiree(s). Member shall pay HealthTrust for any such NHRS retroactive recoveries that remain unpaid within 30 days of HealthTrust invoicing Member for the applicable amount(s) due and shall have sole responsibility for collecting any such amount(s) due from the Retiree. Member's responsibility to reimburse HealthTrust for any retroactive recovery by NHRS of subsidy or annuity paid on behalf of Member's Retirees shall continue even after Member no longer receives Retiree Billing Services, participates in HealthTrust's group medical and/or dental Coverage Program(s) or is a Member of HealthTrust.**
- e. Perform all applicable Retiree coverage obligations of the Member in accordance with NH RSA 100-A:50 and/or the Rules of HealthTrust and the Member governing coverage for Retirees other than the Retiree Billing Services provided by HealthTrust hereunder.
- f. Upon Member (or a subunit of Member) ceasing to participate in the medical and/or dental Coverage Programs offered through HealthTrust, to carry out the transition of Member's (or subunit's) covered Retirees out of their coverage through HealthTrust.
- g. Provide HealthTrust in a timely manner with any and all other information HealthTrust reasonably deems necessary or desirable with regard to HealthTrust's performance of Retiree Billing Services on behalf of the Member. HealthTrust reserves the right to request additional information from the Member at any time in order to satisfy HealthTrust's Retiree Billing Services obligations.

HealthTrust shall be entitled to rely on any information provided by the Member pursuant hereto as accurate, valid and complete, and shall not be responsible for errors, delays or additional costs resulting from the receipt of inaccurate, invalid, incomplete or untimely information.

3. Amendments to Services and Responsibilities. Member acknowledges that the Retiree Billing Services and related responsibilities herein are intended to assist the Member in satisfying its obligations under NH RSA 100-A:50. HealthTrust agrees to perform its Retiree Billing Services in accordance with a reasonable good faith interpretation of NH RSA 100-A:50 and HealthTrust's Rules governing coverage of Retirees. HealthTrust reserves the right to amend its Rules and procedures governing Retiree coverage and the services and responsibilities provided herein as it deems necessary or appropriate without amending this Retiree Agreement. HealthTrust will notify the Member of any changes in Retiree Billing Services that will materially affect the Member's responsibilities hereunder.

4. Other Terms and Conditions. HealthTrust and the Member further acknowledge and agree that:

- a. Retiree Billing Services will be performed by HealthTrust only with respect to Retirees of the Member who are covered under the medical and/or dental Coverage Programs offered by the Member through HealthTrust. In no event shall HealthTrust be responsible for providing any Retiree Billing Services with respect to Retirees of the Member who are covered under a medical or dental plan coverage option offered by the Member through another insurer or provider.
- b. Retirees who have their coverage cancelled for nonpayment of required contribution amounts may not be eligible for reinstatement to the Member's retiree coverage plan(s) through HealthTrust.
- c. The performance of Retiree Billing Services by HealthTrust on behalf of the Member does not and is not intended to make HealthTrust the plan sponsor, plan administrator or other fiduciary of the Member's group health plans for Retiree coverage obligations under any applicable law or regulation, and the Member will not identify or refer to HealthTrust as such.
- d. HealthTrust shall not have any obligation or liability under this Retiree Billing Agreement with respect to any Retiree Billing Services before the Effective Date or the Effective Date of the Application and Membership Agreement, or with respect to any Retiree coverage compliance obligations of the Member other than HealthTrust's Retiree Billing Service obligations under Section 1.
- e. All confidential information disclosed by the parties pursuant to this Retiree Billing Agreement will remain the exclusive and confidential property of the disclosing party. The receiving party will not disclose the confidential information of the disclosing party and will use at least the same degree of care in protecting the confidential information of the other party as it uses with respect to its own confidential information. The receiving party will limit access to confidential information to its employees and advisors with a need to know and will instruct such employees and advisors to keep such information confidential. Notwithstanding the foregoing, the receiving party may disclose confidential information to the extent

necessary to comply with any law, ruling, regulation or rule applicable to it or to the extent necessary to enforce its rights hereunder. HealthTrust also may disclose confidential information of the Member to the extent that disclosure of such information is required to perform its Retiree Billing Services obligations.

For purposes of this subsection (e), “confidential information” shall mean all information of a confidential or proprietary nature provided by the disclosing party to the receiving party for use in connection with the service obligations and responsibilities set forth in this Retiree Billing Agreement, but does not include (i) information that is already known by the receiving party without obligation of confidentiality; (ii) information that becomes generally available to the public other than as the result of disclosure by the receiving party in violation of this Retiree Billing Agreement; and (iii) information that becomes known to the receiving party from a source other than the disclosing party on a non-confidential basis.

- f. All capitalized terms utilized but not defined herein shall have the same meaning as set forth in the HealthTrust Bylaws.

5. Term and Termination.

- a. The term of this Retiree Billing Agreement shall commence on the Effective Date, and shall continue during the Member’s participation in HealthTrust’s medical and/or dental Coverage Program or until earlier terminated by either party with 30 days prior written notice to the other party.
- b. Notwithstanding anything contained herein, if the Member defaults in the performance of any of its responsibilities as set forth herein, HealthTrust may, upon written notice to the Member, terminate this Retiree Billing Agreement.
- c. Notwithstanding any other provision of this Retiree Billing Agreement or the Application and Membership Agreement, HealthTrust’s agreement and obligation to provide Retiree Billing Services on behalf of the Member as set forth herein shall automatically cease upon termination of the Member’s (or subunit’s) participation in HealthTrust’s medical and/or dental Coverage Programs, and HealthTrust shall not provide and shall not be obligated to provide any further services to the terminating Member (or subunit) pursuant hereto other than transition of Retiree billing administration to the Member or a successor administrator.
- d. Member’s contribution obligations pursuant to Sections 2 (c) and (d) shall survive termination of this Retiree Billing Agreement.

IN WITNESS WHEREOF, the Member and HealthTrust have caused this Retiree Billing Agreement to be executed by their duly authorized officials.

For the MEMBER:

ROCKINGHAM PLANNING COMMISSION

Duly Authorized

Print Name

Title

Date

For HEALTHTRUST, INC.:

Wendy Lee Parker
Executive Director

Date

MEETING NOTICE AND AGENDA

ANNUAL MEETING Rockingham Planning Commission Wednesday, June 13th, 2018

SHERATON PORTSMOUTH HARBORSIDE HOTEL
250 MARKET ST, PORTSMOUTH, NH 03801
(directions on reverse)

1. 6:00PM Social Hour (Hors D'oeuvres and Cash Bar)
2. 7:00PM Dinner
3. 8:00PM Annual Meeting Program
 - I. Welcoming Remarks *Phil Wilson, Chairman*
 - II. RPC Director Comments *Tim Roache, Executive Director*
 - III. Election of Officers/Executive Committee for FY 2019
Motion Required (Attachment)
 - IV. Guest Speakers: Todd Hanson, AIA and Anne Weideman, CPSM with
Access Navigators
 - V. Awards and Recognition
 - VI. Other Business and Public Comment
 - VII. Adjourn (approximately 9:00PM)

Attending the paid social hour and dinner is not required to attend the Annual Meeting. Additional seating will be available for the Annual Meeting

**Todd Hanson, AIA**

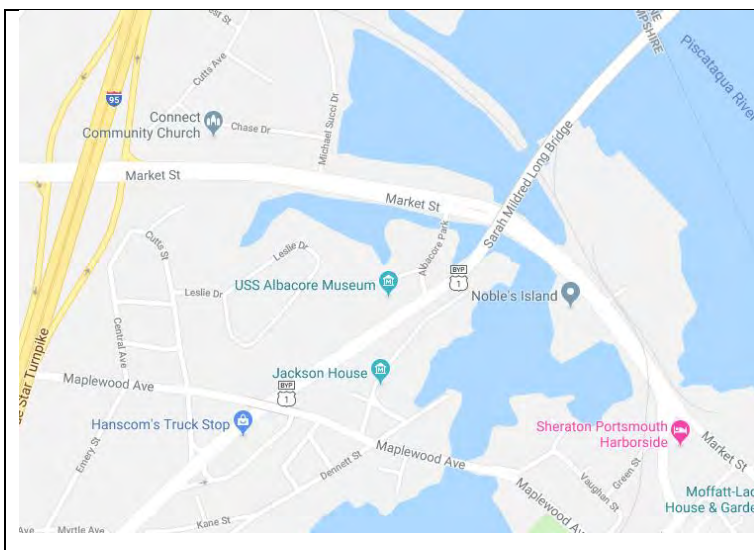
As a principal with JSA Inc, Architects, Todd has been integral in establishing JSA's reputation for innovative healthcare programming, design sensitivity, and client service. He is passionate about developing therapeutic environments that support the physical & emotional needs of all users. Now life altering circumstances have left him

with physical limitations but have only increased his enthusiasm, sensitivity and passion for thoughtful design and planning. As founder of Access Navigators, a non-profit helping people with mobility challenges stay connected to their communities, Todd applies his unique insights to help create more awareness for inclusive environments in our communities.

**Anne Weidman, CPSM**

For Access Navigators, Anne takes the lead in engaging the community and has become a pro at recognizing the impediments to mobility that show up everywhere. She works directly with business owners and tourism leaders to help communities understand the power of accessibility as a strong economic driver. As part of the scaling-up effort of

Access Navigators, she trains and mentors data collectors who are taking a look at communities around New England. Anne leads the marketing and business development effort at JSA Inc.



From I-95 Take exit 7 for Market St. toward Portsmouth/Downtown

Follow Market St. 0.7 Miles, Take a slight right on Russel St.

Parking for the Sheraton Portsmouth Harborside Hotel is on the right, across from the hotel.

MEMORANDUM OF UNDERSTANDING

Between the

Rockingham County Conservation District

and the

Rockingham Planning Commission

This Memorandum of Understanding is between the Rockingham County Conservation District, hereinafter referred to as the District, and the Rockingham Planning Commission, hereinafter referred to as the Commission.

Whereas: The Commission is charged under New Hampshire Revised Statute 36:45-58 with preparing: "... a coordinated plan for the development of a region, taking into account present and future needs with a view toward encouraging the most appropriate use of land, such as for agriculture, forestry, industry, commerce, and housing; the facilitation of transportation and communication; the proper and economic location of public utilities and services; the development of adequate recreational areas; the promotion of good civic design; and the wise and efficient expenditure of public funds. The aforesaid plan shall be made in order to promote the health, safety, morals, and general welfare of the region and its inhabitants"; and

Whereas: The District is charged under New Hampshire Revised Statute 432:8-16 with facilitating the joint effort of landowners, land occupiers, and units of government in carrying out measures for the conservation and development of lands within the district, voluntarily and with such assistance as may be available for this purpose from local, state, or federal governmental agencies; and

Whereas: The District expects to use assistance available through agencies of the U.S. Department of Agriculture as well as other federal departments, state and local agencies; and

Whereas: Both the Commission and the District are concerned with accomplishing similar objectives for wise land, water, and related resource use; and

Whereas: Both wish to encourage close coordination of planning and development activities within their respective programs,

Therefore, the Rockingham Planning Commission and the Rockingham County Conservation District mutually agree, as available resources and program priorities permit, to the following:

1. The District agrees to:

- A. Assist in evaluating natural resource inventories, land use interpretations, and impacts to natural resources.
- B. Provide technical advising on projects and regulations related to soils, wetlands, wildlife habitat, agriculture, open space protection, invasive species management, on-site wastewater treatment systems, stormwater management, erosion and sediment control, and non-point source pollution.
- C. Provide general recommendations for avoiding or overcoming soil related site limitations for land users.
- D. Provide copies of review comments on community plat and development plans where the Commission acts as the clearinghouse for review processing.

II. The Commission agrees to:

- A. Seek advice and assistance from the District on matters relating to the development and conservation of natural resources.
- B. Utilize advice and assistance from the District in developing and carrying out its work programs.
- C. Incorporate in the areawide comprehensive planning process considerations for the development, improvement, and conservation of natural resources.
- D. Provide the District with copies of its review comments on community and plat plans where relevant to the District program.

III. The Commission and the District mutually agree to:

- A. Exchange their policies, goals, and objectives for consideration by each agency to the long-range objective that a mutually supporting set of Policies, Goals, and Objectives be developed.
- B. Meet at least annually (?) to coordinate common goals and priorities when preparing work plans.
- C. Furnish each other with notices and invitations to meetings and to exchange copies of minutes of meetings that would be of concern to either group.
- D. Facilitate coordination of their activities through the exchange and use of compatible base data, statistics, and projections.
- E. Collaborate on projects of mutual interest where such collaboration would benefit both parties.

F. Exchange newsletters.

IV. It is mutually agreed that this memorandum may be modified by mutual agreement. It may be terminated by either party by giving written notice.

ROCKINGHAM COUNTY CONSERVATION DISTRICT

By: _____
Chair, Board of Supervisors

(Print Name)

Date: _____

ROCKINGHAM PLANNING COMMISSION

By: _____
Title: _____

(Print Name)

Date: _____

