

INDEPENDENT CENTER FOR WORKER EDUCATION

8206 Rockville Road #201, Indianapolis IN 46214

Proposal/Contract for:

Dartmouth-Hitchcock Health, on behalf of its System members including Dartmouth Hitchcock Medical Center

One Medical Center Drive

Lebanon New Hampshire 03766

Date: March 22, 2024

Campaign Consulting:

Independent Center for Worker Education (ICWE) will provide expert campaign consulting to communicate your message directly to employees and management. Based on our joint assessment of the need, we will assign appropriate consulting resources to your campaign for a pre-approved schedule of meetings and additional activities focused on education for staff. ICWE shall cooperate with Dartmouth-Hitchcock Health's internal and outside counsel as required and as consistent with the terms of this agreement.

Terms and Conditions:

Consulting will be provided at the agreed upon hourly rate of \$375 per hour (prorated to quarter of an hour units) plus reasonable and customary travel expenses. Travel time will be billed one way at the agreed upon hourly rate. Per diem meal and incidental cost is \$70 per day per consultant. ICWE will provide to Dartmouth-Hitchcock Health receipts for the reimbursed expenses claimed by ICWE when invoiced by ICWE.

All fees are due within 30 days of the invoice for consulting fees. You acknowledge that no representation by ICWE or its representatives was relied on by you or any member of your company in entering into this agreement, and that this document represents the full understanding of the parties. You also acknowledge and agree that we have informed you of the obligation to report any direct persuader activity performed on your behalf to the United States Department of Labor by both our firm and your company. Your signature below indicates your acceptance of this project and the terms and conditions as stated herein.

INDEPENDENT CENTER FOR WORKER EDUCATION

The Independent Center for Worker Education represents and warrants that its actions, rendering of services and work product in accordance with this agreement shall comply with all applicable laws, rules, and regulations. ICWE represents and warrants to Dartmouth-Hitchcock Health that any services provided by ICWE hereunder will be performed in a first-class, professional manner, with the care, skill, and diligence, and in accordance with, the applicable standards currently recognized in ICWE's industry. ICWE further represents and warrants that neither it nor any of its current directors, officers, employees, principals, or agents are debarred, suspended, proposed for debarment, declared ineligible, or excluded by any Federal or State department or agency from doing business with the Federal Government or a State Government.

ICWE agrees that it shall not (i) divulge, furnish, or make available to any third party, or (ii) use for its own benefit (other than as required to perform the services hereunder), any trade secrets, proprietary information, or other confidential information disclosed to it in connection with this Agreement (the "Confidential Information"), whether learned prior to, or in the course of performance hereunder. Notwithstanding the foregoing restrictions, nothing herein shall prevent ICWE from responding to lawful subpoenas or court or administrative orders, provided that ICWE shall, to the extent legally permissible, have given Dartmouth-Hitchcock Health prior written notice of any such subpoena or court or administrative order promptly following receipt thereof.

Upon conclusion of the services set forth herein, ICWE shall return or destroy all received Confidential Information and shall confirm such return or destruction in writing to the Dartmouth-Hitchcock Health.

Neither party will use the name, brand, logo, trademark, symbols, or other markings of the other party in any advertising or publicity without prior written approval of such party.

This Agreement may be terminated at any time pursuant to written notice of termination from Dartmouth-Hitchcock Health or ICWE. No modification or waiver of any provision of this Agreement shall be binding upon the party against whom it is sought to be enforced, unless specifically set forth in a document signed by an authorized representative of that party.

INDEPENDENT CENTER FOR WORKER EDUCATION

Acceptance:


We accept the proposal above:

For ICWE:

Rian Wathen, President

Date: _____

Dartmouth-Hitchcock Health



Kimberly E. Troland, Deputy General Counsel

Date: May 9, 2024



Aimee M. Claiborne, Chief Human Resources Officer

Date: May 10, 2024