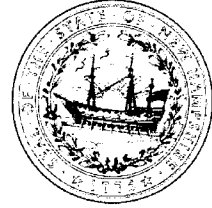




The State of New Hampshire
Department of Environmental Services

Thomas S. Burack, Commissioner



July 24, 2015

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

REQUESTED ACTION

Authorize the Department of Environmental Services (DES) to enter into a contract with Concord Hospital Inc., Concord, NH (Vendor Code #177653-B020) in the amount of \$164,800.00 for personnel medical monitoring services, effective upon Governor and Council approval through June 30, 2019. 18% Federal, 11% General, and 71% Other Funds (Oil Pollution Control Fund, Oil Fund Board, LUST Cost Recovery, Hazardous Waste Cleanup Fund, Asbestos Program, MtBE, and Title V Permit Fee Program)

Funds to support this request are anticipated to be available in the following accounts in State FY 2016 through State FY 2019 upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

Fund Name	Account Number 03-44-44	FY 2016	FY 2017	FY 2018	FY 2019	Totals
Oil Pollution Control Fund	444010-1400-101-500729	\$4,400	\$4,400	\$4,400	\$4,400	\$17,600
Oil Fund Board	444010-1421-101-500729	\$8,000	\$8,000	\$8,000	\$8,000	\$32,000
NH UST Program	444010-2074-101-500729	\$1,200	\$1,200	\$1,200	\$1,200	\$4,800
LUST Cost Recovery	444010-1409-101-500729	\$800	\$800	\$800	\$800	\$3,200
CERCLA Maintenance	444010-2589-101-500729	\$600	\$600	\$600	\$600	\$2,400
CERCLA Programs	444010-2590-101-500729	\$600	\$600	\$600	\$600	\$2,400
RCRA State Match	444010-5492-101-500729	\$800	\$800	\$800	\$800	\$3,200
NH Brownfields Response	444010-2514-101-500729	\$2,000	\$2,000	\$2,000	\$2,000	\$8,000
HW Cleanup Fund	444010-5392-101-500729	\$4,800	\$4,800	\$4,800	\$4,800	\$19,200
RCRA HW Program PPG	444010-7603-101-500729	\$1,600	\$1,600	\$1,600	\$1,600	\$6,400
Asbestos Program	443010-9003-101-500729	\$3,000	\$3,000	\$3,000	\$3,000	\$12,000
Title V Fee Permits	443010-9103-101-500729	\$1,000	\$1,000	\$1,000	\$1,000	\$4,000
Permit Fee Program	443010-9101-101-500729	\$1,000	\$1,000	\$1,000	\$1,000	\$4,000
LUST Trust Program	444010-2075-101-500729	\$500	\$500	\$500	\$500	\$2,000
DOD Hazardous Waste Sites	444010-2592-101-500729	\$1,500	\$1,500	\$1,500	\$1,500	\$6,000
MtBE Settlement	444010-8893-101-500729	\$6,200	\$6,200	\$6,200	\$6,200	\$24,800
Solid Waste Program	444010-5402-101-500729	\$3,200	\$3,200	\$3,200	\$3,200	\$12,800
TOTALS		\$41,200	\$41,200	\$41,200	\$41,200	\$164,800

www.des.nh.gov

29 Hazen Drive • PO Box 95 • Concord, NH 03302-0095
 (603) 271-3503 • TDD Access: Relay NH 1-800-735-2964

EXPLANATION

This four-year contract will provide baseline medical monitoring for new hires, annual exams for existing staff, project specific exams for staff that may have experienced an exposure (contingency), and personnel exit medical monitoring services for up to 100 staff positions that are at risk of exposure to hazardous materials while performing routine job duties in various Department programs. This includes personnel who inspect and test air emission (stack) discharges, hazardous waste sites, asbestos remediation sites, corrective action project managers for hazardous waste or petroleum release sites, and environmental health risk assessors. Medical monitoring is required under federal law Section 126 (e) of the "Superfund Amendments and Reauthorization Act", and 29 CFR 1910 of the Occupational Health and Safety Administration. The previous medical monitoring contract with Concentra expired on June 30, 2015.

On April 28, 2015, Requests for Proposals (RFP) for a new medical monitoring contract for the FY 2016 – 2019 period were solicited from three medical services firms listed below. The three providers were identified by the Department as having the necessary medical expertise, medical staff, and locations at a reasonable distance from Concord. The RFP was also posted on the DES web site for any other interested medical providers.

Firm Name	Location	Proposal Submitted
Bedford Occupational & Acute Care Center	Bedford, NH	Yes
Merrimack Valley Occupational Health	Concord, NH	No
Professional Health Services, Inc.	Concord, NH	Yes
Concord Hospital, Inc.	Concord, NH	Yes

DES received a total of three proposals for the new contract. These proposals were reviewed and rated by a DES evaluation committee. All three bidders provided complete testing and examination menus, facility descriptions and staff resumes as required in the RFP. The DES evaluation committee scored and ranked the three firms as follows:

<u>Firm Name</u>	<u>Score</u>	<u>Proposed Rates</u>
1. Concord Hospital, Inc.	90	\$340.44
2. Professional Health Services, Inc.	80	\$460.50
3. Bedford Occupational & Acute Care Ctr.	69	\$715.68

The maximum possible score was 100 points based on the costs of required physicals and individual tests. Five criteria were used for each evaluation and scoring as follows: (1) costs of required exams and procedures; (2) availability of optional exams and procedures; (3) costs of optional exams and procedures; (4) office location(s); and (5) certifications and associations. Concord Hospital, Inc. provided the most cost-effective pricing for all requested medical exams and testing, with one local location for testing and physicals, minimal DES staff travel time to obtain the services, and have well-trained and capable medical staff. See Attachment A for reviewers and scores.

This contract was approved by the Department of Justice as to form, content, and execution.

We respectfully request your approval.


Thomas S. Burack, Commissioner

Attachments

Subject: FORM NUMBER P-37 (version 1/09)

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name <div style="border: 1px solid black; padding: 2px;">NH Department of Environmental Services</div>		1.2 State Agency Address <div style="border: 1px solid black; padding: 2px;">P.O. Box 95, 29 Hazen Drive, Concord, NH 03302-0095</div>	
1.3 Contractor Name <div style="border: 1px solid black; padding: 2px;">Concord Hospital, Inc.</div>		1.4 Contractor Address <div style="border: 1px solid black; padding: 2px;">250 Pleasant Street, Concord, NH 03301</div>	
1.5 Contractor Phone Number <div style="border: 1px solid black; padding: 2px;">603-227-7000 X3051</div>	1.6 Account Number <div style="border: 1px solid black; padding: 2px;">Exh.B-1 funding the contract</div>	1.7 Completion Date <div style="border: 1px solid black; padding: 2px;">June 30, 2019</div>	1.8 Price Limitation <div style="border: 1px solid black; padding: 2px;">\$164,800.00</div>
1.9 Contracting Officer for State Agency <div style="border: 1px solid black; padding: 2px;">Steven A. Croce, P.E.</div>		1.10 State Agency Telephone Number <div style="border: 1px solid black; padding: 2px;">603-271-2229</div>	
1.11 Contractor Signature <div style="border: 1px solid black; padding: 2px;"></div>		1.12 Name and Title of Contractor Signatory <div style="border: 1px solid black; padding: 2px;">Bruce Burns, Chief Financial Officer</div>	
1.13 Acknowledgement: State of NH , County of Merrimack On 7/28/15 , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <div style="border: 1px solid black; padding: 2px; text-align: center;">[Seal] </div>			
1.13.2 Name and Title of Notary or Justice of the Peace <div style="border: 1px solid black; padding: 2px; text-align: center;">KATHLEEN G. LAMONTAGNE, Notary Public My Commission Expires December 8, 2015</div>			
1.14 State Agency Signature <div style="border: 1px solid black; padding: 2px;"></div>		1.15 Name and Title of State Agency Signatory <div style="border: 1px solid black; padding: 2px;">Thomas S. Burack, Commissioner</div>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: On: 8/20/15			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/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 A 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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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, and 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 terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B 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 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 opportunity laws. In addition, the Contractor shall comply with all applicable copyright 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 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further 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 LAB
Date 6/19/15

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 remedied, 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 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 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 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.

9.2 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.

9.3 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.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall 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 A.

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. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. 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 maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 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 fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

Contractor Initials EAB
Date 6/19/13

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

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. 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.

16. WAIVER OF BREACH. 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.

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. 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.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be 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.

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 provisions set forth in the attached EXHIBIT C 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 relating hereto.

EXHIBIT A

Scope of Services

- 1.0 The CONTRACTOR, shall at the request of the DES, perform medical examinations and associated analytical services as specified in the Concord Hospital Occupational Health Services (dba Concord Hospital, Inc.) Proposal dated May 26, 2015.
- 2.0 The CONTRACTOR shall provide DES with a “fit-for-duty” written Occupational Health Form (OHF) and Final OHF for the examination and analyses as required under the scope of work to be performed. The OHF shall be prepared by the CONTRACTOR and faxed to the DES within 24 hours after the medical exam date (preliminary finding with “Pending Test Results”) and the Final OHF submitted to DES within 10 working days after the test results are reviewed by the examining physician for each scheduled State employee.
- 3.0 The DES may require optional medical monitoring procedures and examinations as listed in the Proposal. Additional procedures or examinations and their costs shall require prior written approval from the DES.
- 4.0 The DES may request additional services related to work-related injuries as listed in the Proposal. Additional services and their costs shall require prior written approval from the DES.
- 5.0 The CONTRACTOR shall provide an OHF to the DES for each scheduled employee immediately after the exam and after the examining physician has interpreted all test results, at no additional cost to the State. The OHF shall be faxed to the attention of **Sue Lang**, Department of Environmental Services - Human Resources Bureau at 603-271-0900. The Human Resources Bureau may be contacted directly at 603-271-1496 or via e-mail at sue.lang@des.nh.gov.
- 6.0 The primary State point-of-contact for this contract is Steven A. Croce, P.E. at 603-271-2229 and the primary Concord Hospital, Inc. point-of contact for this contract is **Christine Virgue** at 603-230-1215, e-mail at cvirgue@crhc.org. All DES employees to be scheduled for exams and services under this contract shall be directed by **Pam Werner**, Waste Management Division at 603-271-2905.
- 7.0 The detailed exam and lab results shall be mailed directly to the scheduled DES employee upon their request. DES shall request baseline exam information and previous test data from the previous medical provider(s) to DES and supply the CONTRACTOR with such information that is appropriate for exposure evaluations.
- 8.0 The primary Concord Hospital OHS contact to schedule appointments is **Janine Tanner at 603-230-1220**.

Contractor Initials ALB
Date 7/28/15

EXHIBIT B

Contract Price and Payment Method

1.0 Funding Account Numbers:

Account Number 03-44-44-	Totals
444010-1400-101-500729	\$17,600
444010-1421-101-500729	\$32,000
444010-2074-101-500729	\$4,800
444010-1409-101-500729	\$3,200
444010-2589-101-500729	\$2,400
444010-2590-101-500729	\$2,400
444010-5492-101-500729	\$3,200
444010-2514-101-500729	\$8,000
444010-5392-101-500729	\$19,200
444010-7603-101-500729	\$6,400
443010-9003-101-500729	\$12,000
443010-9103-101-500729	\$4,000
443010-9101-101-500729	\$4,000
444010-2075-101-500729	\$2,000
444010-2592-101-500729	\$6,000
444010-8893-101-500729	\$24,800
444010-5402-101-500729	\$12,800
	\$164,800

2.0 The State agrees to pay the CONTRACTOR for the comprehensive package of annual exams as specified in the CONTRACTOR's Proposal dated May 26, 2015 and summarized below:

- Annual Exam = \$340.44
- New Hire/Baseline Exam = \$340.44 + \$80. (chest x-ray)
- Exit Exam = \$340.44

Refer to Exhibit B-1 for the pricing details and optional exams & procedures pricing.

3.0 The DES agrees to accept and pay invoices as submitted by the CONTRACTOR no later than 45 days after approval by the DES Contract Manager, or after an invoice has been received at the DES business office, whichever is later.

4.0 The total amount of all payments made to the CONTRACTOR by the DES shall not exceed the amount set forth in this contract unless the terms of this contract are revised by the State and approved by the Governor and Council.

5.0 The prices provided in the CONTRACTOR'S Proposal shall be used throughout the contract period and shall not be revised or "marked-up" unless negotiated with the State and approved in a formal amendment to the contract agreement by the NH Governor and Executive Council.

Contractor Initials AB
Date 7/28/15

EXHIBIT B-1

XII. Pricing

Required Exams and Procedures

Comprehensive package price: \$340.44 per person

Individual price:

Name of service	Price
Comprehensive physical exam	\$55.00
Vision screen (includes depth perception)	Included in physical exam
Medical monitoring history evaluation	Included in physical exam
Audiometric testing	\$25.00
Pulmonary function test	\$40.00
Microscope urine analysis	\$7.40
Lyme Disease Antibody test	\$25.00
Heavy metal blood includes arsenic, cadmium, mercury, lead	\$70.50
Chem 23, CBC with differential	\$7.00
Complete Metabolic Panel	\$10.34
Blood Lead ZPP	\$55.20
EKG	\$45

Optional Exams & Procedures (priced individually)

Lead industrial Exposure Panel, Adult	\$32.00
Cholinesterase analysis	\$29.15
Methemoglobin analysis	\$26.05
Cardiac stress test	\$550.00
Chest x-rays, 1 view (Board Certified radiologist)	\$60.00
Chest x-rays, 2 view (Board Certified Radiologist)	\$80.00
Hepatitis B Immunization	\$70.52
Lyme Disease Immunization	Not available
PCB blood test	\$125.00
Tetanus Toxoid Immunization	\$37.50
Triglycerides and cholesterol (fasting)	\$ 12.00

EXHIBIT C

No Special Provisions are required.

Contractor Initials ALB
Date 7/28/15

CERTIFICATE

I, Mary Boucher, Secretary of Concord Hospital, Inc. do hereby certify:

- 1) I maintain and have custody of and am familiar with the seal and minute books of the corporation;
- 2) I am authorized to issue certificates with respect to the contents of such books and to affix such seal to such certificates;
- 3) The following is a true and complete copy of the resolution adopted by the board of trustees of the corporation at a meeting of that board on March 21, 2005 which meeting was held in accordance with the law of the state of incorporation and the bylaws of the corporation:

The motion was made, seconded and the Board unanimously voted that the powers and duties of the President shall include the execution of all contracts and other legal documents on behalf of the corporation, unless some other person is specifically so designated by the Board, by law, or pursuant to the administrative policy addressing contract and expenditure approval levels.

- 4) the foregoing resolution is in full force and effect, unamended, as of the date hereof; and
- 5) the following persons lawfully occupy the offices indicated below:

Robert P. Steigmeyer, President
Bruce R. Burns, Chief Financial Officer

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Corporation this 19 day of June, 2015.

(Corporate seal)

Mary Boucher
Secretary

State of NH, County of Merrimack

On this the 19 day of June, 2015, before me, Kathleen Lamontagne the undersigned officer, personally appeared Mary Boucher, who acknowledged her/himself to be the Secretary of Concord Hospital Inc, a corporation, and that such Secretary being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by her/himself as Mary Boucher.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

(Seal)

Kathleen G. Lamontagne
Notary Public/Justice of the Peace

KATHLEEN G. LAMONTAGNE, Notary Public
My Commission Expires December 8, 2015



Owner: Panzino, Jodi	Level 2 - Enterprise Policy/Procedure
Approver(s): McCarthy, Kevin	Effective: 03/03/2015

Title: Contracts and Expenditures: Approval Levels

Affected:

- Employees Volunteers Practitioners Medical Staff
 Residents Students Contractors
-

Policy:

Concord Hospital limits the amount to which an employee can encumber the organization.

1. Purpose:

To provide a structure to ensure that hospital resources are managed properly

2. Abbreviations:

HEMM –Horizon Enterprise Materials Management

3. Definitions:

Approved Definitions for Use at Concord Hospital

Contract: Any written document (except documents identified in "Expenditures" below) that encumbers the organization. This includes, but is not limited to:

- Pricing Contracts
- Repair and maintenance agreements
- Service agreements
- Equipment leases
- Consultant agreements
- Staffing agreements
- Employee leases
- Contracts for services (with Concord Hospital as either the recipient or provider of said services)

Contracts and Expenditures: Approval Levels

- Letters of commitment
- Grants
- Insurance contracts
- New contracts
- Renewal contracts
- Software licenses

Expenditures: Expenditures will be categorized as follows:

- Acquisitions utilizing Purchase Orders
- Acquisitions without utilizing Purchase Orders
- General Reimbursements
- Approvals for Recurring general expenses necessary to operate the Hospital
- Petty Cash
- Emergent purchases

Purchase Order: A Purchase order is considered an expenditure and not a contract.

4. Procedure Elements.

4.1 Contract Approval Requirement

- A contract with a total value of \$100,000 or less requires only one member of Senior Management to sign. A contract over \$100,000 requires signatures from two members of Senior Management
- Senior Management members, with the exception of the Chief Executive Officer and Chief Financial Officer, shall have approval limits for any single contract of \$500,000 a year and \$1 million over the life of the contract.
- The Chief Financial Officer has approval limits for any single contract of \$3 million a year and \$9 million over the life of the contract.
- For contracts with values that exceed the limits provided to the Chief Financial Officer, the Chief Executive Officer will sign in addition to one other member of Senior Management
- The Senior Vice President of Finance/Chief Financial Officer or Chief Executive Officer will sign contracts with third party payers. Only one of these signatures is necessary.
- It is acknowledged that circumstances may arise whereby acquiring appropriate Senior Management signatures on a contract is not possible due to the geographical location of the signing of the contract. An example of this

Contracts and Expenditures: Approval Levels

would be the signing of a real estate contract at a bank or attorney's office. For these situations, only one Senior Management signature is necessary with the expressed verbal approval of the Chief Executive Officer prior to the consummation of the contract.

4.2 Acquisitions

- Purchase orders for products and services that have been negotiated as part of an umbrella contract or project, which is valid at the time of purchase, are assumed to be pre-approved purchases.
- Purchase orders for capital equipment items, approved through a motion of the hospital's Capital Equipment Committee, and with an actual purchase price below, or at the approved amount, are assumed to be approved purchases.
- HEMM software has an approval mechanism built into its electronic requisition module.
- All purchase requisitions using Purchase orders, Check Requests or Credit Cards will adhere to the following approval levels:

Amount	Level
○ \$2,500	Staff
○ \$5,000	Supervisor
○ \$10,000	Manager
○ \$10,000	O. R. Staff /Lab Medical Technologists
○ Unlimited	Director
○ Unlimited	OR Business Manager/ OR Nurse Manager/Facilities Manager
- A single Purchase Order over \$100,000 is considered a contract and would fall under the contract guidelines requiring two Senior Management signatures.

4.3 General Reimbursements- Individual

- This category includes reimbursement to an **INDIVIDUAL** of the organization for an expense previously incurred by said individual. Examples include tuition reimbursement, mileage, expense reimbursement, and license renewals.
- Two signatures are needed on all general reimbursement requests.

Contracts and Expenditures: Approval Levels

- General reimbursements must be supported with an itemized bill, statement, receipt, cancelled check, etc.
- If the general reimbursement request is initiated by a staff member at a level of the organization below Director level, the request must be co-signed by a member of said staff member's department who is higher than that employee on the department's organizational chart.
 - Example: A staff level employee would need a Supervisor, Manager or Director of his/her department to co-sign the request. A Supervisor would need a Manager or Director to co-sign and a Manager would need the Director to co-sign.
- If a department Director initiates the general reimbursement request, and the request is for less than \$1,000, the request is to be co-signed by another member of that department's leadership team, recognizing that the individual co-signing is below the Director on the department's organizational chart. If the Director is the only member of the department's leadership team, the request is to be co-signed by the Director's senior manager. If a department Director initiates the general reimbursement request, and the request is for more than \$1,000, the request is to be co-signed by said Director's Vice President.
- If a member of Senior Management initiates a general reimbursement request, it will be co-signed by another member of the Senior Management team. An exception is that the Chief Executive Officer can have his or her executive assistant co-sign his or her requests.

4.4 Recurring General Expenses

- There are a significant number of recurring general expenses in the hospital that are assumed to be approved, based on historical precedent and are validated by leaders of the hospital, often, but not always, after the expense is incurred. These may or may not be part of an umbrella contract. Included as examples are: utilities, office supplies, medical waste, fuel and postage. The appropriate Director within the organization must approve invoices for these expenses. The Accounting Department staff will check expenses for "reasonableness" based on history. Department Directors will audit said expenses through the monthly Responsibility Summary.

Contracts and Expenditures: Approval Levels

- Staff members may purchase items on behalf of the hospital directly from a local vendor at the vendor location. These expenses are assumed to be normal operating expenses and therefore approval is assumed. Purchasing staff can issue purchase orders for said purchases even though acquisition costs may not be known prior to the purchase. If acquisition price is not known, Purchasing must be informed of the cost as soon as it is identified. These expenses may or may not be part of an umbrella contract or project. Included as examples are: hardware materials. The appropriate department Director will check expenses for "reasonableness" through the monthly Responsibility Summary.

4.5 Emergent Repairs

- The organization recognizes that there are times when individuals of the organization need to make decisions to incur expenses when it is improbable to follow the approval policies of the organization. Generally, these decisions would be made during "off normal work hours," specifically nights, weekends and holidays. Any individual of the organization is empowered to make an emergency decision that said individual deems is in the best interest of the organization at the time the decision is made. In these instances, the Director of the department generating the expense would be alerted to the expense at the first opportunity and the approval policies as identified above would be followed retrospectively.

5. References:

N/A

6. Related Documents:

Contracts Administration
Contract Development, Terms and Conditions

7. Authorizing Document:

N/A

8. Associated Committees:

N/A

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 Concord Hospital, Inc. is a New Hampshire nonprofit corporation formed January 29, 1985. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 29th day of June A.D. 2015

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

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/15/2015

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

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

PRODUCER MARSH USA, INC. 99 HIGH STREET BOSTON, MA 02110 Attn: Boston.certrequest@marsh.com		CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL: ADDRESS:		FAX (A/C, No):	
319078-CHS-gener-15-16		INSURER(S) AFFORDING COVERAGE		NAIC #	
INSURED CAPITAL REGION HEALTHCARE CORPORATION & CONCORD HOSPITAL, INC. ATTN: JESSICA FANJOY 250 PLEASANT STREET CONCORD, NH 03301		INSURER A : Granite Shield Insurance Exchange			
		INSURER B :			
		INSURER C :			
		INSURER D :			
		INSURER E :			
		INSURER F :			

COVERAGES **CERTIFICATE NUMBER:** NYC-008126958-01 **REVISION NUMBER:2**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GSIE-PRIM-2015-101	01/01/2015	01/01/2016	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$ 12,000,000
							PRODUCTS - COM/OP AGG	\$
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Professional Liability			GSIE-PRIM-2015-101	01/01/2015	01/01/2016	SEE ABOVE	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
GENERAL LIABILITY AND PROFESSIONAL LIABILITY SHARE A COMBINED LIMIT OF 2,000,000/12,000,000. HOSPITAL PROFESSIONAL LIABILITY RETRO ACTIVE-DATE 6/24/1985.

CERTIFICATE HOLDER NH Department of Environmental Services 29 Hazen Drive Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Susan Molloy <i>Susan Molloy</i>
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ATTACHMENT A

PROPOSALS EVALUATION AND SCORES

Medical Firms	Cost of Annual Exams & Tests	Availability of Optional Exams	Costs of Optional Exams	Office Location(s)	Certifications & Associations	SCORES
Concord Hospital Inc.	28	15	18	15	14	90
Professional Health Services, Inc.	16	13	18	20	13	80
Bedford Occup. Health & Acute Care Ctr.	13	8	17	16	15	69

DES EVALUATION COMMITTEE

Steven A. Croce, P.E.	Civil Engineer V - Contracts Manager	40+ Years Experience
H. Keith DuBois, P.G.	Acting Assistant Commissioner	35+ Years Experience
Carroll Brown	Environmentalist IV – Coastal Coordinator	25+ Years Experience