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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION**

**William L. Wrenn
Commissioner
Bob Mullen
Director**

**P.O. BOX 1806
CONCORD, NH 03302-1806**

**603-271-5610 FAX: 603-271-5639
TDD Access: 1-800-735-2964**

February 20, 2013

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

REQUESTED ACTION

Authorize the New Hampshire Department of Corrections to enter into Amendment Agreement # 2 contract with Infusion Solutions, Inc. (VC# 155969), 8 Technology Drive, Bedford, NH, to amend the contract name and special provisions with no change to the contract price limitation, for the provision of On-Site Temporary Medical Equipment and Supply services at the Northern Correctional Facility (NCF), Berlin, NH, effective upon Governor and Executive Council approval through January 31, 2014. The original contract, Agreement 2010-24, was approved by Governor and Executive Council on January 27, 2010, Item # 24 and the Amendment Agreement 2012-26 was approved by Governor and Executive Council on January 11, 2012, Item # 26. 100% General Funds

EXPLANATION

This Amendment Agreement # 2 contract with Infusion Solutions, Inc. is for the rental and maintenance of temporary medical equipment and supplies specific to oxygen concentrators, C-PAP and Bi-PAP machines for related respiratory diseases.

The New Hampshire Department of Corrections issued a Request for Proposal (RFP) for the provision of On-Site Temporary Medical Equipment and Supply services, RFP NHDOC 10-01-GFMED, on September 25, 2009. The RFP was posted on the New Hampshire Department of Corrections website: <http://www.nh.gov.nhdoc/business/rfp.html> for six (6) consecutive weeks and notified twelve (12) potential vendors of the RFP posting. As a result of the issuance of the RFP, one (1) potential vendor responded by submitting a proposal. After the review of the proposal, in accordance with the RFP Terms and Conditions, the New Hampshire Department of Corrections awarded the contract to the only bidder, in the amount of \$26,981.52, to New England Home Therapies d/b/a NE-HT for the provision of On-Site Temporary Medical Equipment and Supply services at the Northern Correctional Facility, Berlin, NH.

On November 15, 2012, New England Home Therapies d/b/a NE-HT a subsidiary of BioScript, Inc. notified the New Hampshire Department of Corrections that they were being merged with Infusion Solutions, Inc.. Like New England Home Therapies d/b/a NE-HT, Infusion Solutions, Inc. is also a proven provider of infusion therapies, specialty pharmacy services, respiratory therapies and rental of durable medical equipment services and a subsidiary of BioScript, Inc. Infusion Solutions, Inc. has agreed to the terms and conditions of the original contract, Agreement 2010-24 and the Amendment Agreement 2012-26 to provide On-Site Temporary Medical Equipment and Supply services effective from December 10, 2012 through January 31, 2014 by transferring the contractual interest and responsibilities from New England Home Therapies d/b/a NE-HT to Infusion Solutions, Inc. through a "Consent to Assignment" Agreement, attached.

To exercise the renewal option of the original contract, Agreement, Amendment Agreement # 1 modified the original Agreement's completion date from February 1, 2012 to January 31, 2014 and increased the total price limitation by

\$21,585.22 from \$26,981.52 to \$48,566.74. In addition, the Amendment Agreement # 1 modified the insurance (special) provisions of the contract.

Amendment Agreement # 2 shall amend the Agreement's vendor name and insurance (special) provisions of the contract.

Respectfully Submitted,



William L. Wrenn
Commissioner



**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION**

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CONCORD, NH 03302-1806
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**William L. Wrenn
Commissioner**

**Bob Mullen
Director**

AMENDMENT AGREEMENT # 2

NORTHERN REGION

This amendment is between the State of New Hampshire, acting by and through STATE OF NEW HAMPSHIRE DEPARTMENT OF CORRECTIONS ("State"), and INFUSION SOLUTIONS, INC. ("Contractor"), a New Hampshire Corporation.

The State and Contractor entered into an Agreement with an effective date of January 27, 2010, On-Site Temporary Medical Equipment and Supply Services Agreement 2010-24 ("Agreement") and January 11, 2012 Agreement 2012-26 ("Amendment Agreement # 1").

The State and Contractor wish to amend the Agreement's contractor name and special provisions.

Pursuant to Section 18 of the Agreement, the Agreement may be amended only by an instrument in writing signed by the parties and after approval of such amendment by the N.H. Governor and Executive Council.

The parties therefore agree as follows:

1. To amend the Contractor Name in section 1.3 of the original P-37 Contract, Agreement, by deleting "New England Home Therapies d/b/a NE-HT" and inserting in its place "Infusion Solutions, Inc.";
2. To amend the Insurance Provision in section 14.1.1 of the original P-37 contract, Agreement, by deleting "\$2,000,000.00" per occurrence and inserting in its place "\$1,000,000.00";
3. To amend the Exhibit C, Special Provisions, to modify the Insurance provision in section 14.3 by changing the last sentence of the clause to: "Cancellation notice by the Insurer to the Certificate Holder will be delivered in accordance with the policy provisions";
4. That this amendment shall become effective on the date the N.H. Governor and Executive Council approve the amendment; and
5. That all other provisions of the Agreement shall remain in full force and effect.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.
SIGNATURE PAGE FOLLOWS.

SIGNATURE PAGE TO AMENDMENT AGREEMENT # 2 TO: On-Site Temporary Medical Equipment and Supply Services Agreement 2010-25 and Amendment Agreement # 1 2012-25.

STATE OF NEW HAMPSHIRE DEPARTMENT OF CORRECTIONS

By: William L. Wrenn
Name: William L. Wrenn
Title: Commissioner
Date:

INFUSIONS SOLUTIONS, INC.

By: James P. Melancon
Name: James P. Melancon
Title: Vice President, Managed Care Sales Operations
Date: 1/17/13

STATE OF New Hampshire
COUNTY OF Rockingham

On this 17th day of January 2013, before me, Robin J. Flynn, the undersigned officer, personally appeared James P. Melancon, known to me (or satisfactorily proven) to be the person whose name is signed above and acknowledged that he/she executed this document in the capacity indicated above.

In witness thereof, I hereto set my hand and official seal.

Robin J. Flynn
Notary Public/Justice of the Peace

My Commission Expires: October 17, 2017

Mic. Brun
Approval by N.H. Attorney General
(Form, Substance and Execution)

3/7/13
Date

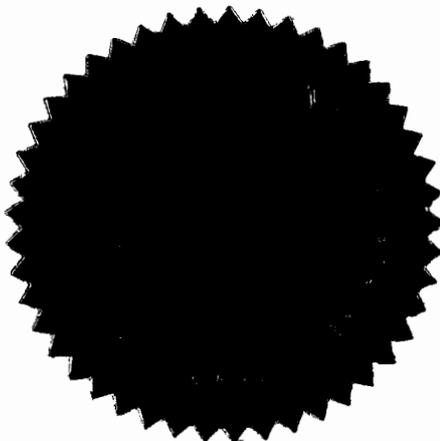
Approved by the N.H. Governor and Executive Council

Date

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 INFUSION SOLUTIONS, INC. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on November 4, 1985. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 20th day of March, A.D. 2013

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State



State of New Hampshire 2013 ANNUAL REPORT

The following information shall be given as of January 1
preceeding the due date Pursuant to RSA 293-A:16.22.
REPORT DUE BY April 1, 2013
ANNUAL REPORTS RECEIVED AFTER THE DUE DATE
WILL BE ASSESSED A LATE FEE.

Filed
Date Filed: 03/19/2013
Business ID: 87952
William M. Gardner
Secretary of State

INFUSION SOLUTIONS, INC.
100 CLEARBROOK ROAD
ELMSFORD, NY 10523

ENTITY TYPE:	CORPORATION
BUSINESS ID:	87952
STATE OF DOMICILE:	NEW HAMPSHIRE
HOME HEALTH CARE, OUTPATIENT MEDICAL CARE TO INDIVIDUALS/SUPPLIES/EQUIPMENT	

ADDRESS OF PRINCIPAL OFFICE: 100 CLEARBROOK ROAD ELMSFORD, NY 10523
REGISTERED AGENT AND OFFICE: LAWYERS INCORPORATING SERVICE 14 CENTRE STREET CONCORD, NH 03301

2 If changing the mailing or principal office address, please check the appropriate box and fill in the necessary information.

The new mailing address _____

The new principal office address _____

PO Box is acceptable.

OFFICERS		BOARD OF DIRECTORS	
NAME AND BUSINESS ADDRESS (P.O. BOX ACCEPTABLE). <u>(MUST LIST AT LEAST ONE OFFICER BELOW)</u>		NAME AND BUSINESS ADDRESS (P.O. BOX ACCEPTABLE). <u>(MUST LIST AT LEAST ONE DIRECTOR BELOW)</u>	
PRES.	Richard M. Smith	DIR.	Richard M. Smith
STREET	100 Clearbrook Road	STREET	100 Clearbrook Road
CITY/STATE/ZIP	Elmsford Ny 10523	CITY/STATE/ZIP	Elmsford Ny 10523
V-PRES.	Kimberlee C. Seah	DIR.	Kimberlee C. Seah
STREET	100 Clearbrook Road	STREET	100 Clearbrook Road
CITY/STATE/ZIP	Elmsford NY 10523	CITY/STATE/ZIP	Elmsford NY 10523
SEC'Y.	Kimberlee C. Seah	NAME
STREET	100 Clearbrook Road	STREET
CITY/STATE/ZIP	Elmsford NY 10523	CITY/STATE/ZIP
OTHE.	Kimberlee C. Seah	NAME
STREET	100 Clearbrook Road	STREET
CITY/STATE/ZIP	Elmsford NY 10523	CITY/STATE/ZIP

NAMES AND ADDRESSES OF ADDITIONAL OFFICERS AND DIRECTORS ARE ATTACHED

4 To be signed by an officer, director, or any other person authorized by the board of directors.
I, the undersigned, do hereby certify that the statements on this report are true to the best of my information, knowledge and belief.

Sign here: Kimberlee C. Seah

Please print name and title of signer: Kimberlee C. Seah / SECRETARY

NAME TITLE

FEE DUE: \$100.00 E-MAIL ADDRESS (OPTIONAL): _____



8795220131008

WHEN THIS FORM IS ACCEPTED BY THE SECRETARY OF STATE, BY LAW IT WILL BECOME A
PUBLIC DOCUMENT AND ALL INFORMATION PROVIDED IS SUBJECT TO PUBLIC DISCLOSURE
REQUIRED INFORMATION MUST BE COMPLETE OR THE REGISTRATION REPORT WILL BE REJECTED

MAKE CHECK PAYABLE TO SECRETARY OF STATE
RETURN COMPLETED REPORT AND PAYMENT TO:

New Hampshire Department of State, Annual Reports, 107 N. Main St., Room 204, Concord, NH 03301

CERTIFICATE OF AUTHORITY/VOTE
(Corporation with Notary Seal)

I, Kimberlee C. Seah, do hereby certify that:
(Name of Clerk/Secretary of the Corporation, can not be the one who signed the contract)

1. I am a duly elected Clerk of Infusion Solutions, Inc.
(The Corporation)

2. The following are true copies of two resolutions duly adopted ^{by Unanimous Written Consent} ~~at a meeting~~ of the Board of Directors of the Corporation ~~duly held on~~ effective 12/10/2012.
(Date given authority)

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Corrections, Division of Administration, for the provision of On-Site Temporary Medical Equipment and Supply services.

RESOLVED: That the Vice President Managed Care Operations
(Title of one who signed the contract)

is hereby authorized on behalf of this Corporation to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of 1/17/2013.
(Date Contract Signed)

4. James P. Melancon (is/are) the duly elected Vice President Managed Care Operations
(Name of Contact Signatory) (Title of Contract Signatory)

of the Corporation.

USEAL
(Signature of the Clerk/Secretary of the Corporation)

STATE OF New Hampshire
COUNTY OF Rockingham

The foregoing instrument was acknowledged before me this 5th day of February, 2013, by Kimberlee C. Seah.
(Name of person signing above, Clerk/Secretary of the Corporation)

(NOTARY SEAL)

Robert J. Flynn
Notary Public ~~Justice of the Peace~~

Commission Expires: October 17, 2017



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/06/2012

Page 1 of 1

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).

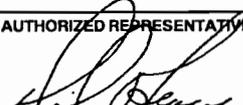
PRODUCER Willis of New York, Inc. c/o 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME:	
	PHONE (A.C. NO. EXT.): 877-945-7378	FAX (A.C. NO.): 888-467-2378
	E-MAIL ADDRESS: certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Arch Specialty Insurance Company	21199-002
INSURED Infusion Solutions, Inc. 8 Technology Drive Bedford, NH 03110-6908	INSURER B: Travelers Indemnity Company	25658-003
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 18984335** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSRD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY		FLP002454404	5/25/2012	5/25/2013	EACH OCCURRENCE	\$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person)	\$ 5,000	
						PERSONAL & ADV INJURY	\$ 1,000,000	
						GENERAL AGGREGATE	\$ 3,000,000	
						PRODUCTS - COMP/OP AGG	\$ 3,000,000	
							\$	
							\$	
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	\$	
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident)	\$	
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	\$	
							\$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR		FLP002454404	5/25/2012	5/25/2013	EACH OCCURRENCE	\$ 15,000,000	
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE	\$ 15,000,000	
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		TC2KUB1008A29712	5/25/2012	5/25/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	<input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N				N/A	E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Healthcare Professional Liability		FLP002454404	5/25/2012	5/25/2013	\$1,000,000 Per Medical Incident \$3,000,000 Aggregate		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach Acord 101, Additional Remarks Schedule, if more space is required)
Umbrella coverage is Occurrence for General Liability and Claims Made for Professional Liability.

CERTIFICATE HOLDER New Hampshire Department of Corrections P.O. Box 1806 Concord, NH 03302	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 

Subsidiaries of BioScrip, Inc.

Bioscrip, Inc.
BioScrip PBM Services, LLC
BioScrip Infusion Services, LLC
BioScrip Nursing Services, LLC
BioScrip Pharmacy (NY), Inc.
BioScrip Pharmacy Services, Inc.
BioScrip, Inc.
BioScrip Pharmacy, Inc.
Chronimed, Inc.
Chronimed, LLC
Los Feliz, Inc.
Los Feliz Drugs, Inc dba Oak Pharmacy
MIM Strategic Marketing LLC
BioScrip Infusion Services, Inc.
Intravenous Therapy Services, Inc.
Continental Management Pharmacy, Inc.
MIM Rx.com
Community Prescriptions Services
The Live Positive Foundation, Inc.
Natural Living Inc. dba BioScrip Pharmacy
Critical Homecare Solutions, Inc.
Critical Homecare Solutions Holding, Inc.
Professional Home Care Services, Inc.
Specialty Pharma, Inc.
New England Home Therapies, Inc.
Infusion Partners, LLC
South Mississippi Home Health, Inc.
South Mississippi Home Health, Inc. - Region I
South Mississippi Home Health, Inc. - Region II
South Mississippi Home Health, Inc. - Region III
Regional Ambulatory Diagnostic, Inc.
d/b/a Deaconess Home Health
d/b/a Select Health Systems, Inc.
Elk Valley Professional Affiliates, Inc.
Elk Valley Home Health Care Agency, Inc.
Gericare, Inc.
Cedar Creek Home Health Care Agency, Inc.
Elk Valley Health Services, Inc.
Deaconess Enterprises, LLC
Deaconess Homecare, LLC
Knoxville Home Therapies, LLC
Infusion Solutions, Inc.
Applied Health Care, LLC
Infusion Partners of Brunswick, LLC
Infusion Partners of Melbourne, LLC
East Goshen Pharmacy, Inc. d/b/a Infusioncare
Wilcox Medical, Inc.
Scott-Wilson, Inc.
d/b/a Infusion Partners of Lexington
d/b/a Deaconess Home Care
National Health Infusion, Inc.
Option Health, Ltd
BioScrip Infusion Management, LLC
Bradhurst Speciality Pharmacy, Inc.
BioScrip Pharmacy (Puerto Rico), Inc.

Lind, Jennifer

From: Robin McBee [rmcbee@nehtinc.com]
Sent: Thursday, November 15, 2012 11:48 AM
To: Lind, Jennifer
Cc: Leeka, Joyce A
Subject: Merger

Hi Good afternoon Jen

Effective December 10th New England Home Therapies in Concord, NH will be merging with Infusion Solutions, and the name New England Home Therapies in Concord NH will be obsolete. All invoices forthcoming past this date will have Infusion Solutions listed on it so I am not sure if there is any amendment that needs to happen with either party. Joyce states that she is going to defer to you on this question.

Thanks,
Robin

Robin McBee
New England Home Therapies
Center Manager
40 Terrill Park Drive
Concord, NH 03301
(800)736-0034 Office
(603)229-0034 Office
(603)2290240 Fax
robin.mcbee@bioscrip.com

CONFIDENTIALITY NOTICE: This e-mail and any files transmitted with it are confidential and are intended solely for the use of the individual or entity to which they are addressed. This communication may also contain material protected and governed by the Health Insurance and Portability and Accountability Act (HIPAA). If you are not the intended recipient of this e-mail and the information it contains or if you are not the employee or agent responsible for delivering this e-mail and the information it contains to the intended recipient, be advised that you have received this e-mail in error and that any use, dissemination, forwarding, printing or copying of this e-mail is strictly prohibited. If you have received this e-mail in error, please contact the sender of this message.

This message has been checked for all known viruses by the MessageLabs Virus Scanning Service for BioScrip, Inc.



Dear Patient:

We want to share some exciting news with you! Effective December 10th, 2012, New England Home Therapies Concord, NH office is merging with our sister company Infusion Solutions, Inc. in Bedford, NH, and our company name will change to Infusion Solutions. Infusion Solutions is a leading provider in comprehensive, cost-effective pharmaceutical and enteral services, and our merge will enhance the products and services we can provide to you.

Infusion Solutions will continue to offer a mask fitting room that is open to the public in our Bedford location, and the staff that you have come to know and trust will continue to provide you with the same dependable level of customer service for your respiratory and durable medical equipment products and services.

Our mission is to exceed our customers' expectations and continue to provide the latest and most cost-effective respiratory and durable medical equipment products and services along with comprehensive pharmaceutical and enteral services. We are excited to be part of the Infusion Solutions family, a subsidiary of Bioscrip, Inc., and look forward to continuing our relationship with you.

Our hours of operation and fax numbers will remain the same. Please note our new office number:

Office phone: 800-660-6264

Office fax: 603-229-0240

Hours of operation: 8:00AM to 5:00 PM

Please contact us with any questions or concerns you may have regarding this change or the care you receive from us. I can be reached at 800-736-0034.

Sincerely,

Robin C. McBee
Branch Manager



STATE OF NEW HAMPSHIRE
 DEPARTMENT OF CORRECTIONS
 DIVISION OF ADMINISTRATION

William L. Wrenn
 Commissioner
 Bob Mullen
 Director

P.O. BOX 1806
 CONCORD, NH 03302-1806
 603-271-5610 FAX: 603-271-5639
 TDD Access: 1-800-735-2964

CONSENT TO ASSIGNMENT

NORTHERN REGION

The State of New Hampshire, acting by and through STATE OF NEW HAMPSHIRE DEPARTMENT OF CORRECTIONS ("State"), hereby conditionally consents to NEW ENGLAND HOME THERAPIES, INC. D/B/A NE-HT, a Massachusetts Corporation, assignment of ON-SITE TEMPORARY MEDICAL EQUIPMENT AND SUPPLY SERVICES Agreement 2010-24 ("Agreement") approved by Governor and Executive Council on January 27, 2010 Item # 24, and 2012-26 ("Amendment Agreement") approved by Governor and Executive Council on January 11, 2012 Item # 26 to INFUSION SOLUTIONS, INC., a New Hampshire Corporation.

This consent to assignment is conditioned upon INFUSION SOLUTIONS, INC. assuming full responsibility for performance of the entire aforementioned contract, including but not limited to, any and all obligations and liabilities under the contract.

Subject to the conditions contained herein. This contract assignment shall be effective December 10, 2012.

NEW ENGLAND HOME THERAPIES, INC. D/B/A NE-HT:

By: *[Signature]*
 Name: *James P. Melancon*
 Title: *Vice President, Managed Care Solutions Operations*
 Date: *1/17/13*

STATE OF New Hampshire
 COUNTY OF Rockingham

On this 17th day of January 2013, before me, Robin J. Flynn, the undersigned officer, personally appeared James P. Melancon, known to me (or satisfactorily proven) to be the person whose name is signed above and acknowledged that he/she executed this document in the capacity indicated above. In witness thereof, I hereto set my hand and official seal.

(NOTARY SEAL)

[Signature]
 Notary Public/Justice of the Peace

My Commission Expires: October 17, 2017

CONSENT TO ASSIGNMENT to: ON-SITE TEMPORARY MEDICAL EQUIPMENT AND SUPPLY SERVICES Agreement 2010-24 and Amendment Agreement 2012-26

STATE OF NEW HAMPSHIRE DEPARTMENT OF CORRECTIONS:

By: William L. Wrenn
for Name: William L. Wrenn
Title: Commissioner
Date:

INFUSION SOLUTIONS, INC.

By: James P. Melancon
Name: James P. Melancon
Title: Vice President, Managed Care Sales Operations
Date: 1/17/13

STATE OF New Hampshire
COUNTY OF Rockingham

On this 17th day of January 2013, before me, Robin J. Flynn, the undersigned officer, personally appeared James P. Melancon, known to me (or satisfactorily proven) to be the person whose name is signed above and acknowledged that he/she executed this document in the capacity indicated above. In witness thereof, I hereto set my hand and official seal.

(NOTARY SEAL)

Robin J. Flynn
Notary Public, Justice of the Peace

My Commission Expires: October 17, 2017



**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION**

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CONCORD, NH 03302-1806
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TDD Access: 1-800-735-2964

William L. Wrenn
Commissioner

Bob Mullen
Director

December 1, 2011

G & C

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
State House
Concord, NH 03301

Pending _____
Approved JAN 11, 2012
Item # # 26

REQUESTED ACTION

Authorize the New Hampshire Department of Corrections to exercise the renewal option to contract (PO 1006505) with New England Home Therapies, Inc. d/b/a NE-HT (VC# 174671), 40 Terril Park, Concord, NH to increase the contract amount by \$21,585.22 from \$26,981.52 to \$48,566.74 for the provision of On-Site Temporary Medical Equipment and Supply Services, from February 1, 2012 through January 31, 2014, effective upon Governor and Executive Council approval. The original contract, Agreement, was approved by Governor and Executive Council on January 27, 2010, Item # 24. 100% General Funds

Funds are available in the following account, Medical-Dental: 02-46-46-465010-8234-101-500729 as follows with the authority to adjust encumbrances in each State Fiscal Year through the Budget Office if necessary and justified. SFY 2014 funds are contingent upon the availability and continued appropriation of funds.

Original Contract, Agreement: On-Site Temporary Medical Equipment Services					
Account Number: 02-46-46-465010-8234-101-500729					
Contract Period:	SFY 10 - 11	SFY 12	SFY 13	SFY 14	
Sub-Total:	19,111.91	7,869.61	-	-	26,981.52

Amendment Agreement # 1: On-Site Temporary Medical Equipment Services					
Account Number: 02-46-46-465010-8234-101-500729					
Contract Period:	SFY 10 - 11	SFY 12	SFY 13	SFY 14	
Sub-Total:	-	4,496.92	10,792.61	6,295.69	21,585.22
Total Contract Amount:					\$ 48,566.74

EXPLANATION

This contract is for the rental, maintenance, delivery and pickup of temporary durable medical equipment specific to oxygen concentrators, Continuous Positive Airway Pressure (C-PAP) and Bi-Level Positive Airway Pressure (Bi-PAP), machines and the purchase and delivery of durable medical equipment supplies for related respiratory diseases for the Northern Correctional Facility (NCF), Berlin, NH.

The original contract, Agreement, between the NH Department of Corrections (NHDOC) and New England Home Therapies, Inc. d/b/a NE-HT was approved by Governor and Executive Council on January 27, 2010, Item # 24, for the period of February 1, 2010 through January 31, 2012, with the option to renew for one (1) additional period of up to two (2) years for the provision of On-Site Temporary Medical Equipment and Supplies. The Amendment Agreement # 1 will maintain the same contract pricing terms as the original contract Agreement with no increase to the rental equipment unit cost or supply rates.

Amendment Agreement # 1 shall modify the Agreement's completion date, total price limitation and insurance (special) provisions of the contract.

By exercising the renewal option of the original contract, Agreement, the NH Department of Corrections is extending the contract expiration date from February 1, 2012 to January 31, 2014 and increasing the estimate price limitation by \$21,585.22 from \$26,981.52 to \$48,566.74.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "William L. Wrenn", written over a horizontal line.

William L. Wrenn
Commissioner



STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION

P.O. BOX 1806
CONCORD, NH 03302-1806
603-271-5610 FAX: 603-271-5639
TDD Access: 1-800-735-2964

William L. Wrenn
Commissioner

Bob Mullen
Director

AMENDMENT AGREEMENT # 1

This amendment is between the State of New Hampshire, acting by and through STATE OF NEW HAMPSHIRE DEPARTMENT OF CORRECTIONS ("State"), and NEW ENGLAND HOME THERAPIES, INC. D/B/A NE-HT ("Contractor"), a Massachusetts Corporation.

The State and Contractor entered into an Agreement with an effective date of January 27, 2010, On-Site Temporary Medical Equipment Agreement 2010-24 ("Agreement").

The State and Contractor wish to amend the Agreement's completion date, price limitation and special provisions.

Pursuant to Section 18 of the Agreement, the Agreement may be amended only by an instrument in writing signed by the parties and after approval of such amendment by the N.H. Governor and Executive Council.

The parties therefore agree as follows:

1. To amend the Completion Date in section 1.7 of the original P-37 Contract, Agreement, by deleting "January 31, 2012" and inserting in its place "January 31, 2014";
2. To amend the Price Limitation in section 1.8 of the original P-37 Contract, Agreement, by deleting "\$26,981.52" and inserting in its place "\$48,566.74," a total increase of \$21,585.22;
3. To amend the Exhibit C, Special Provisions, to modify the Insurance provision in section 14.3 by changing the last sentence of the clause to: Cancellation notice by the Insurer to the Certificate Holder will be delivered in accordance with the policy provisions;
4. To amend the Exhibit C, Special Provisions, to modify the Insurance provision in section 14.4 by deleting "14.4 Contractor agrees to maintain Excess/Umbrella Liability coverage for the term of this Contract, and for any renewals thereof, for no less than the current limits of \$1,000,000.00 for each occurrence and \$1,000,000.00 in the general aggregate" and inserting in its place "14.4 Contractor agrees to maintain Excess/Umbrella Liability coverage for the term of this Contract, and for any renewals thereof, for no less than the current limits of \$15,000,000.00 for each occurrence and \$15,000,000.00 in the general aggregate."
5. That this amendment shall become effective on the date the N.H. Governor and Executive Council approve the amendment; and
6. That all other provisions of the Agreement shall remain in full force and effect.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.
SIGNATURE PAGE FOLLOWS.

SIGNATURE PAGE TO AMENDMENT AGREEMENT # 1 TO: On-Site Temporary Medical Equipment Services Agreement 2010-24.

STATE OF NEW HAMPSHIRE DEPARTMENT OF CORRECTIONS

By: William L. Wrenn
Name: William L. Wrenn
Title: Commissioner
Date:

NEW ENGLAND HOME THERAPIES, INC. D/B/A NE-HT

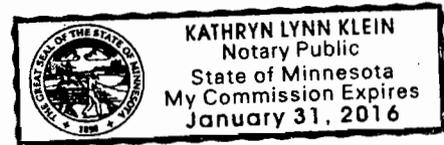
By: Mary Jane Graves
Name: Mary Jane Graves
Title: Chief Financial Officer
Date:

STATE OF Minnesota
COUNTY OF Hennepin

On this 17th day of November 2011, before me, Kathryn Klein the undersigned officer, personally appeared Mary Jane Graves, known to me (or satisfactorily proven) to be the person whose name is signed above and acknowledged that he/she executed this document in the capacity indicated above.

In witness thereof, I hereto set my hand and official seal.

Kathryn Klein
Notary Public/Justice of the Peace



My Commission Expires: 1/31/2016

Mark B. Bunn
Approval by N.H. Attorney General
(Form, Substance and Execution)

12/13/11
Date

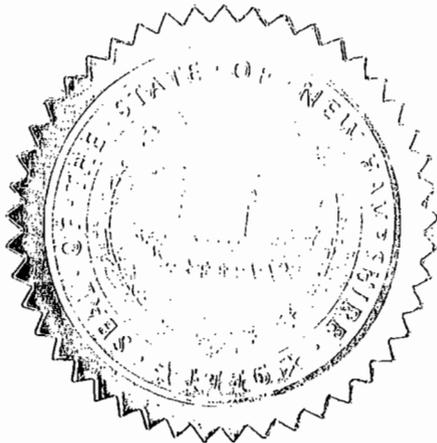
[Signature]
Approved by the N.H. Governor and Executive Council
DEPUTY SECRETARY OF STATE

JAN 11 2012
Date

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 NEW ENGLAND HOME THERAPIES, INC. doing business in New Hampshire as NE-HT, a(n) Massachusetts corporation, is authorized to transact business in New Hampshire and qualified on August 31, 2000. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 11th day of October, A.D. 2011

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

Subsidiaries of BioScrip, Inc.

Bioscrip, Inc.
BioScrip PBM Services, LLC
BioScrip Infusion Services, LLC
BioScrip Nursing Services, LLC
BioScrip Pharmacy (NY), Inc.
BioScrip Pharmacy Services, Inc.
BioScrip, Inc.
BioScrip Pharmacy, Inc.
Chronimed, Inc.
Chronimed, LLC
Los Feliz, Inc.
Los Feliz Drugs, Inc dba Oak Pharmacy
MIM Strategic Marketing LLC
BioScrip Infusion Services, Inc.
Intravenous Therapy Services, Inc.
Continental Management Pharmacy, Inc.
MIM Rx.com
Community Prescriptions Services
The Live Positive Foundation, Inc.
Natural Living Inc. dba BioScrip Pharmacy
Critical Homecare Solutions, Inc.
Critical Homecare Solutions Holding, Inc.
Professional Home Care Services, Inc.
Specialty Pharma, Inc.
New England Home Therapies, Inc.
Infusion Partners, LLC
South Mississippi Home Health, Inc.
South Mississippi Home Health, Inc. - Region I
South Mississippi Home Health, Inc. - Region II
South Mississippi Home Health, Inc. - Region III
Regional Ambulatory Diagnostic, Inc.
d/b/a Deaconess Home Health
d/b/a Select Health Systems, Inc.
Elk Valley Professional Affiliates, Inc.
Elk Valley Home Health Care Agency, Inc.
Gericare, Inc.
Cedar Creek Home Health Care Agency, Inc.
Elk Valley Health Services, Inc.
Deaconess Enterprises, LLC
Deaconess Homecare, LLC
Knoxville Home Therapies, LLC
Infusion Solutions, Inc.
Applied Health Care, LLC
Infusion Partners of Brunswick, LLC
Infusion Partners of Melbourne, LLC
East Goshen Pharmacy, Inc. d/b/a Infusioncare
Wilcox Medical, Inc.
Scott-Wilson, Inc.
d/b/a Infusion Partners of Lexington
d/b/a Deaconess Home Care
National Health Infusion, Inc.
Option Health, Ltd
BioScrip Infusion Management, LLC
Bradhurst Speciality Pharmacy, Inc.
BioScrip Pharmacy (Puerto Rico), Inc,



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)
10/07/2011

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 Willis of New York, Inc. 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME		
	PHONE (A/C, NO, EXT): 877-945-7378	FAX (A/C, NO): 888-467-2378	
	E-MAIL ADDRESS: certificates@willis.com		
	INSURER(A) (AFFORDING COVERAGE)	INSURER(B)	NAIC#
	INSURER(A): Arch Specialty Insurance Company	INSURER(B): Travelers Indemnity Company	21199-002
		INSURER(C): The Travelers Indemnity Company	25658-900
	INSURER(D):		
	INSURER(E):		
	INSURER(F):		

COVERAGES CERTIFICATE NUMBER: 16790323 REVISION NUMBER: See Remarks

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	ADD'L INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			FLP0024544-03	3/25/2011	3/25/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
	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) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			FLP0024544-03	3/25/2011	3/25/2012	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			TC2KUB3611A37111	3/25/2011	3/25/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
C	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	TRXUB3611A39511	3/25/2011	3/25/2012	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Healthcare Professional Liability			FLP0024544-03	3/25/2011	3/25/2012	\$1,000,000 Per Medical Incident \$3,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach Acord 101, Additional Remarks Schedule, if more space is required)
THIS VOIDS AND REPLACES PREVIOUSLY ISSUED CERTIFICATE DATED: 3/28/2011 WITH ID: 15666785

Umbrella coverage is Occurrence for General Liability and Claims Made for Professional Liability.

CERTIFICATE HOLDER	CANCELLATION
NH DEPARTMENT OF CORRECTIONS P.O. BOX 1806 CONCORD, NH 0332-0876	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

Subsidiaries of BioScrip, Inc.

Bioscrip, Inc.
BioScrip PBM Services, LLC
BioScrip Infusion Services, LLC
BioScrip Nursing Services, LLC
BioScrip Pharmacy (NY), Inc.
BioScrip Pharmacy Services, Inc.
BioScrip, Inc.
BioScrip Pharmacy, Inc.
Chronimed, Inc.
Chronimed, LLC
Los Feliz, Inc.
Los Feliz Drugs, Inc dba Oak Pharmacy
MIM Strategic Marketing LLC
BioScrip Infusion Services, Inc.
Intravenous Therapy Services, Inc.
Continental Management Pharmacy, Inc.
MIM Rx.com
Community Prescriptions Services
The Live Positive Foundation, Inc.
Natural Living Inc. dba BioScrip Pharmacy
Critical Homecare Solutions, Inc.
Critical Homecare Solutions Holding, Inc.
Professional Home Care Services, Inc.
Specialty Pharma, Inc.
New England Home Therapies, Inc.
Infusion Partners, LLC
South Mississippi Home Health, Inc.
South Mississippi Home Health, Inc. - Region I
South Mississippi Home Health, Inc. - Region II
South Mississippi Home Health, Inc. - Region III
Regional Ambulatory Diagnostic, Inc.
d/b/a Deaconess Home Health
d/b/a Select Health Systems, Inc.
Elk Valley Professional Affiliates, Inc.
Elk Valley Home Health Care Agency, Inc.
Gericare, Inc.
Cedar Creek Home Health Care Agency, Inc.
Elk Valley Health Services, Inc.
Deaconess Enterprises, LLC
Deaconess Homecare, LLC
Knoxville Home Therapies, LLC
Infusion Solutions, Inc.
Applied Health Care, LLC
Infusion Partners of Brunswick, LLC
Infusion Partners of Melbourne, LLC
East Goshen Pharmacy, Inc. d/b/a Infusioncare
Wilcox Medical, Inc.
Scott-Wilson, Inc.
d/b/a Infusion Partners of Lexington
d/b/a Deaconess Home Care
National Health Infusion, Inc.
Option Health, Ltd
BioScrip Infusion Management, LLC
Bradhurst Speciality Pharmacy, Inc.
BioScrip Pharmacy (Puerto Rico), Inc,



New England Home Therapies

Home Infusion Therapy • Respiratory Care • Home Medical Equipment

40 Terrill Park Drive, Concord, NH 03301

T: 800-736-0034 F: 603-229-0240

November 11, 2011

Ms. Jennifer Lind
Contract/Grant Administrator
NH Department of Corrections
PO Box 1806
Concord, NH 03302-1806

Dear Ms. Lind:

New England Home Therapies, Inc., dba NE-HT, is pleased to exercise the two-year renewal option to continue to provide on-site temporary medical equipment services for both the northern and southern regions of the NH Department of Corrections under the same terms and conditions.

We accept the offers as outlined in your letter of October 21, 2011 and listed below.

New England Home Therapies, Inc.

NHDOC Regional Contract Area:	<u>Northern</u>	<u>Southern</u>
State Fiscal Year (SFY):	SFY 10-12	SFY 10-12
Current Service Contract Price:	\$26,981.52	\$88,673.08
State Fiscal Year (SFY):	SFY 12-14	SFY 12-14
Amendment (Renewal) Contract Price:	\$21,585.22	\$66,504.81
Total Estimated Price Limitation per Region:	\$48,566.74	\$155,177.89

We are in the process of completing the renewal documentation, which will be forwarded to you as soon as possible. We thank you for the opportunity to continue to serve the NH Department of Corrections.

Sincerely,

Robin C. McBee
Branch Manager

JUL



STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION

William L. Wrenn
Commissioner

Bob Mullen
Director

P.O. BOX 1806
CONCORD, NH 03302-1806

603-271-5610 FAX: 603-271-5639
TDD Access: 1-800-735-2964

January 8, 2010

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

G & C
Pending _____
Approved 1/13/2010
Item # # 24

REQUESTED ACTION

Authorize the New Hampshire Department of Corrections to enter into a contract with New England Home Therapies, Inc. d/b/a NE-HT (VC # 174671), 40 Terrill Park, Concord, NH in the amount of \$26,981.52 to provide On-Site Temporary Medical Equipment and Supply services for the NH Department of Corrections beginning February 1, 2010 through January 31, 2012 with the option to renew for one (1) additional period of up to two (2) year(s). 100% General Funds

Funding for this contract is available in account, Medical-Dental, as follows with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office, if needed and justified. Funding for SFY 2012 is contingent upon the availability and continued appropriation of funds.

New England Home Therapies, Inc. d/b/a NE-HT				
Account	Description	SFY 2010	SFY 2011	SFY 2012
02-46-46-465010-8234-101-500729	Medical and Dental	\$5,621.15	\$13,490.76	\$7,869.61
Total Contract Amount:				\$26,981.52

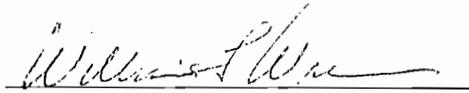
EXPLANATION

This contract is for the rental and maintenance of temporary medical equipment and supplies specific to oxygen concentrators, C-PAP and Bi-PAP machines for related respiratory diseases for the Northern NH Correctional Facility (NCF), Berlin, NH.

The New Hampshire Department of Corrections issued a request for proposal (RFP) for the provision of On-Site Temporary Medical Equipment and Supply services. The RFP was posted on the New Hampshire Department of Corrections website: <http://www.nh.gov.nhdoc/business/rfp.html> for six (6) consecutive weeks and notified twelve (12) potential vendors of the RFP posting. As a result of the issuance of the RFP, one (1) potential vendor responded by submitting a proposal. After the review of the proposal, in accordance with the RFP Terms and Conditions, the New Hampshire Department of Corrections awarded the Contract to New England Home Therapies, Inc. d/b/a NE-HT.

This RFP was scored utilizing a consensus methodology by a three person evaluation committee for the purposes of preserving the privacy of the evaluators. The evaluation committee consisted of New Hampshire Department of Corrections employees: Robert MacLeod, DHA, Administrative Director, Division of Medical/Forensic Services, Helen Hanks, MM, Deputy Director, Division of Medical/Forensic Services and Joyce Leeka, RHIA, Medical Operations Administrator, Division of Medical/Forensic Services.

Respectfully Submitted,

A handwritten signature in cursive script, appearing to read "William L. Wren", is written over a horizontal line.

William L. Wren
Commissioner



STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION
P.O. BOX 1806
CONCORD, NH 03302-1806
603-271-5610 FAX: 603-271-5639
TDD Access: 1-800-735-2964

William L. Wrenn
Commissioner

Bob Mullen
Director

Temporary Medical Equipment Services
RFP Bid Evaluation and Summary
NHDOC 10-01-GFMED
Northern Correctional Facility (NCF), Berlin, NH

Proposal Receipt and Review:

- Proposals will be reviewed to initially determine if minimum submission requirements have been met. The review will verify that the proposal was received before the date and time specified, with the correct number of copies, the presence of all required signatures, and that the proposal is sufficiently responsive to the needs outlined in the RFP to permit a complete evaluation. Failure to meet minimum submission requirements will result in the proposal being rejected and not included in the evaluation process.
- The Department will select a group of personnel to act as an evaluation team. Upon receipt, the proposal information will be disclosed to the evaluation committee members only. The proposal will not be publicly opened.
- The Department reserves the right to waive any irregularities, minor deficiencies and informalities that it considers not material to the proposal.
- The Department may cancel the procurement and make no award, if that is determined to be in the State's best interest.

Proposal Evaluation Criteria:

- Proposals will be evaluated based upon the proven ability of the respondent to satisfy the requirements of this request in the most cost-effective manner. Specific criteria are:
 - a. Estimated Cost/Pricing – 70 points
 - b. Ability to provide services – 10 points
 - c. Capability, Skill and Financial Stability – 15 points
 - d. References – 5 points
- Awards will be made to the responsive Vendor(s) whose proposals are deemed to be the most advantageous to the State, taking into consideration all evaluation factors in section 32 of NHDOC 10-01-GFMED RFP.
 - a. The contract will be awarded to the Bidder submitting the lowest total cost to the State based upon the New Hampshire Department of Corrections estimated volume as long as the Vendor's ability to provide services, Capability, Skill and Financial Stability and References are acceptable to the Department.

Evaluation Team Members:

- a. Robert MacLeod, Director Medical/Forensic Services, NH Department of Corrections
- b. Helen Hanks, Deputy Director Medical/Forensic Services, NH Department of Corrections
- c. Joyce Leeka, Medical Operations Administrator, Medical/Forensic Services, NH Department of Corrections

RFP-NHDOC 10-01-GFMED Respondents:

Contract Term: February 1, 2010 – January 31, 2012		
New England Home Therapies, Inc. d/b/a NE-HT	40 Terrill Park, Concord, NH 03301	\$26,981.52

Contract Award: New England Home Therapies, Inc. d/b/a NE-HT.



STATE OF NEW HAMPSHIRE
 DEPARTMENT OF CORRECTIONS
 DIVISION OF ADMINISTRATION

William L. Wrenn
 Commissioner

Bob Mullen
 Director

P.O. BOX 1806
 CONCORD, NH 03302-1806
 603-271-5610 FAX: 603-271-5639
 TDD Access: 1-800-735-2964

Temporary Medical Equipment Services
 RFP Scoring Matrix
 NHDOC 10-01-GFMED
 Northern Correctional Facility (NCF), Berlin, NH

Respondents:

- New England Home Therapies, Inc. d/b/a NE-HT, 40 Terrill Park, Concord, NH 03301

Scoring Matrix Criteria:

- Proposals were evaluated based on the proven ability of the respondents to satisfy the provisions set forth in the Scope of Services in the most cost-effective manner.
 - Cost – 70 points
 - Ability to provide services – 10 points
 - Immediate availability (5 points)
 - Credentials and correctional experience (5 points)
 - Capability, Skill and Financial Stability – 15 points
 - Experience (5 points)
 - Capability and skill (5 points)
 - Evidence of organizational resources (5 points)
 - References – 5 points

RFP – NHDOC 10-01-GFMED Scoring Matrix		
Scoring Matrix Criteria		Respondents
RFP Evaluation Criteria	RFP Point Value	New England Home Therapies, Inc. d/b/a NE-HT
Cost	70 points	70
Ability to provide services	10 points	10
Capability, Skill and Financial Stability	15 points	15
References	5 points	5
Total Score	100 points	100

Contract Award: New England Home Therapies, Inc. d/b/a NE-HT



STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION

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CONCORD, NH 03302-1806
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TDD Access: 1-800-735-2964

William L. Wrenn
Commissioner

Bob Mullen
Director

Temporary Medical Equipment Services
RFP Evaluation Committee Member Qualifications
NHDOC 10-01-GFMED

Robert MacLeod, DHA, Division Director, Medical/Forensic Services:

Dr. MacLeod has served as Division Director since 2002. He has broad and specific knowledge of the correctional mental health system, Laaman and Holiday consent decrees, and the special needs of seriously mentally ill patients and inmates confined in the SPU, RTU and prison environments.

Helen Hanks, MM, Deputy Division Director, Medical/Forensic Services:

Mrs. Hanks has made her career specific to the area of mental health and health care delivery since 1998 working with community mental health centers and Managed Behavioral Care organizations prior to her employment at the NHDOC. She has broad and specific knowledge of the correctional mental health system, Laaman and Holiday consent decrees, and the special needs of seriously mentally ill patients and inmates confined in the SPU, RTU and prison environments.

Joyce Leeka, RHIA, Medical Operations Administrator, Medical/Forensic Services:

Ms. Leeka has served as the HIM Administrator since 1989. Ms. Leeka currently researches and drafts RFP's for the division with guidance from her supervisors. She has broad and specific knowledge of the correctional mental health system, Laaman and Holiday consent decrees, and the special needs of seriously mentally ill patients and inmates confined in the SPU, RTU and prison environments.



STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION

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TDD Access: 1-800-735-2964

William L. Wrenn
Commissioner

Bob Mullen
Director

Temporary Medical Equipment Services
Bidders List
NHDOC 10-01-GFMED

Androscoggin Valley Hospital

Russell Keene
59 Page Hill Rd
Berlin, NH 03570
603-326-5603
russell.keene@avhnh.org

Apria Healthcare, Inc.

Carol Landry
PO Box 1500
Raymond, NH 03077
800-635-2227 ext 2001
603-895-9899
carol_landry@apria.com

Catholic Medical Center

100 McGregor St.
Manchester, NH 03102
603-663-6383
scolby@cmc-nh.org

Concord Hospital

Scott Sloane
250 Pleasant St.
Concord, NH 03301
603-230-6059
ssloane@crhc.org

Dartmouth-Hitchcock Medical Center

Daniel P. Jantzen
One Medical Center Drive
Lebanon, NH 03756
603-650-5668
603-650-8765
fej@hitchcock.org

**Temporary Medical Equipment Services
Bidders List
NHDOC 10-01-GFMED**

Elliot Hospital

Kevin Donovan
One Elliot Way
Manchester, NH 03103
603-663-3110
603-663-6185 Fax
kdonovan@elliot-hs.org

Herron & Smith, Inc.

Bernadine Herron, President
8 Industrial Pare Drive, Unit 20
Hooksett, NH 03106-1807
603-627-8500
603-626-0502 Fax
salesandservice@herronandsmith.com

Keene Medical Products, Inc.

Darryl Coplan, General Manager
240 Meriden Rd.
PO Box 439
Lebanon, NH
603-448-5290 ext 3307
603-448-0422 Fax
dcoplan@keenemedicalproducts.com

Lincare, Inc. (Current vendor)

Kathie Senyk, Manager
19387 US 19 North
Clearwater, FL 33764
727-530-7700 ext 8455
800-284-2006
888-946-4329 Fax
kfiorenz@lincare.com

New England Home Therapies, Inc. d/b/a NE-HT

Robin McBee
40 Terrill Pike
Concord, NH 03301
603-229-0034
603-229-0240 Fax
rmcbee@nehtinc.com

**Temporary Medical Equipment Services
Bidders List
NHDOC 10-01-GFMED**

Seacoast Sleep Solutions, LLC

Caitlin McGrath
122 State Road
Kittery, ME 03904
207-439-4706
207-439-4793
caitlin@sssleeing.com

Techmed

Nancy Capen
106 West Hollis Street
Nashua, NH 03060-3148
800-752-8443
603-595-5970
oxygenyguys@aol.com

Subject: On-Site Temporary Medical Equipment and Supply Services 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 <u>New Hampshire Department of Corrections</u>		1.2 State Agency Address <u>105 Pleasant Street, Concord, NH 03301</u>	
1.3 Contractor Name <u>New England Home Therapies, Inc. d/b/a NE-HT</u>		1.4 Contractor Address <u>40 Terrill Park Drive, Concord, NH 03301</u>	
1.5 Contractor Phone Number <u>(603) 229-0034</u>	1.6 Account Number <u>02-46-46-465010-8234-101-500729</u>	1.7 Completion Date <u>January 31, 2012</u>	1.8 Price Limitation <u>\$ 26,981.52</u>
1.9 Contracting Officer for State Agency <u>William L. Wrenn, Commissioner</u>		1.10 State Agency Telephone Number <u>(603) 271-5603</u>	
1.11 Contractor Signature <u>Mary J. Graves</u>		1.12 Name and Title of Contractor Signatory <u>Mary J. Graves, CFO</u>	
1.13 Acknowledgement: State of <u>Rosemary</u> , County of <u>Montgomery</u> On <u>11/30/2011</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <u>Stacey Y. Pressley</u> Notary			
1.13.2 Name and Title of Notary or Justice of the Peace <u>stacey Y. Pressley, Notary</u>			
1.14 State Agency Signature <u>William L. Wrenn</u>		1.15 Name and Title of State Agency Signatory <u>William L. Wrenn, Commissioner</u>	
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: <u>Walter A. Pridemore</u> On: <u>12-21-09</u> <u>WALTER A. PRIDEMORE</u>			
1.18 Approval by the Governor and Executive Council By: <u>Scott Brundage</u> On: <u>11/27/10</u> DEPUTY SECRETARY OF STATE			

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 7125
Date 11/30/19

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

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Date 11/30/09

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.

1. Description of Services, Location and Duration:

- 1.1. The Contractor shall provide On-Site Temporary Medical Equipment and Supply Services. These services shall include, but are not limited to: rental, maintenance, delivery and pick up of Oxygen Concentrators, Continuous Positive Airway Pressure (C-PAP) and Bi-Level Positive Airway Pressure (BI-PAP) durable medical equipment (DME) and purchase and delivery of DME supplies for the period from 2/1/2010 through 1/31/2012.
- 1.2. This Contract may be renewed for an additional period of up to two (2) years with mutual agreement of the parties and upon approval by the Commissioner of Corrections and the Governor and Executive Council of the State of New Hampshire.
- 1.3. The Northern Correctional Facility (NCF), Berlin, NH location requiring this service is listed below and is marked with an X:

Northern Correctional Facility (NCF) 138 East Milan Road, Berlin, NH 03570

- 1.4. On-Site Temporary Medical Equipment and Supply Services to include but not limited to:
 - 1.4.1. Monthly rental of Oxygen Concentrators, C-PAP and BI-PAP machines.
 - 1.4.2. Monthly purchase of non-rental supplies for Oxygen Concentrators, C-PAP and BI-PAP machines.
 - 1.4.3. Delivery and pick-up of rented Oxygen Concentrators to NHSP-M, SPU and NHSP-W twenty-four (24) hours a day, seven (7) days a week.
 - 1.4.4. Delivery and pick-up of rented C-PAP and BI-PAP machines to NHSP-M, SPU and NHSP-W by the next business day of placing rental request.
 - 1.4.5. Delivery of non-rental supplies for Oxygen Concentrators, C-PAP and BI-PAP machines to include:
 - Tubing
 - Nasal Cannulas
 - Face Masks
 - Retaining or Head Gear
 - 1.4.6. Delivery of Oxygen Concentrators, C-PAP, BI-PAP and supplies will be delivered to qualified NHDOC healthcare personnel.
 - 1.4.7. Preventative maintenance, equipment repair and calibration services shall be provided on-site by the Contractor.
 - 1.4.8. Contractor shall provide loaner equipment at no charge to the NHDOC as a substitute for equipment that is deemed inoperable for inmate use and is need of repair off-site.

2. Total Populations for all relevant NH Department of Corrections Facilities:

- 2.1. Gender Based Populations: (NOT APPLICABLE)
- 2.2. Location Based Populations: (NOT APPLICABLE)

3. General Service Provisions:

- 3.1. The NH Department of Corrections on-site Nurse Coordinator or designee shall contact the Vendor when service is needed. A list of NH Department of Corrections, Nursing Coordinators will be provided to the Vendor upon awarding the contract.
- 3.2. The Vendor must furnish the required tools and equipment necessary to provide the requested services of the Contract.

Vendor Initials: 7103

- 3.3. The Vendor agrees to comply with all rules and regulations of the NH Department of Corrections.
- 3.4. Upon agreement of both parties, additional facilities belonging to the NH Department of Corrections may be added to the contract. If it is necessary to increase the price limitation of the contract this provision will require Governor and Executive Council approval.
- 3.5. The Vendor will be responsible for providing the Name, Date of Birth (DOB), and Social Security number of all employees the Vendor plans to assign to work at the NH Department of Corrections facilities. The NH Department of Corrections will do a criminal record check on all prospective workers who might be assigned to any NHDOC facility. Anyone who is found to have a criminal record shall not be allowed to work at these facilities. Names must be submitted to the Medical Director of Nursing, Donna Maltais, RN, MBACHCA, at least seven (7) days before the persons are to work on-site. This rule applies for any new Vendor employees that are assigned to work at any NH Department of Corrections facility. This policy applies for the duration of the Contract.
- 3.6. Any and all tools, containers, and vehicles the Vendor needs to provide the required services must be inventoried before entering and leaving the facility and are subject to search by NH Department of Corrections security staff at any and all times while on NH Department of Corrections facility grounds.
- 3.7. The Contractor shall adhere to Department's confidentiality policy and procedure directives.
- 3.8. The Contractor shall adhere to and maintain compliance with the following: consent decrees, State laws and regulations, Departmental policy and procedure directives and accreditation standards as applicable.
- 3.9. The Contractor shall ensure that NH State licensed professionals provide the services required.
- 3.10. The Contractor and its staff must possess the credentials, licenses and/or certificates required by law and regulations to provide the services required.
- 3.11. The Department may, at its sole discretion, remove from or refuse admittance to any Department facility any person providing services under this Contract without incurring penalty or cost for exercising this right. The Contractor shall be responsible for assuring that the services that the person so removed or denied access are delivered.
- 3.12. Change of Ownership:
In the event that the Vendor should change ownership for any reason whatsoever, the NH Department of Corrections shall have the option of continuing under the Contract with the Vendor or its successors or assigns for the full remaining term of the Contract, continuing under the Contract with the Vendor or, its successors or, assigns for such period of time as determined necessary by the NH Department of Corrections, or terminating the Contract.
- 3.13. Cancellation of the Contract:
The NH Department of Corrections reserves the right to cancel this contract for the convenience of the State with no penalties by giving the Vendor sixty (60) days notice of said cancellation.
- 3.14. Declaration of Liaison:
The Vendor shall, within five (5) days after the award of the Contract: submit a written identification and notification to NH Department of Corrections of the name, title, address, telephone number, fax number and e-mail address of one (1) individual within its organization as a duly authorized representative to whom all correspondence, official notices and requests related to the Vendor's performance under the Contract.
 - 3.14.1. Any written notice to the Vendor shall be deemed sufficient when deposited in the U.S. mail, postage prepaid and addressed to the person designated by the Vendor under this paragraph.

Vendor Initials: 

- 3.14.2. The Vendor shall have the right to change or substitute the name of the individual described above as deemed necessary provided that any such change is not effective until the Commissioner of the NH Department of Corrections actually receives notice of this change.
- 3.14.3. Changes of the named Liaison by the Vendor must be made in writing and forwarded to: NH Department of Corrections, Director of Nursing, c/o Donna Maltais, RN, MBACHCA, 105 Pleasant Street, Concord, NH 03301.
- 3.15. Vendor Contract Liaison Responsibilities:
The Vendor shall designate a representative to act as liaison between the Vendor and NH Department of Corrections for the duration of the Contract. The representative shall be responsible for:
- 3.15.1. representing the Vendor on all matters pertaining to the Contract. Such a representative shall be authorized and empowered to represent the Vendor regarding all aspects of the Contract;
- 3.15.2. monitoring the Vendor's compliance with the terms of the Contract;
- 3.15.3. receiving and responding to all inquiries and requests made by NH Department of Corrections in the time frames and format specified by NH Department of Corrections in this RFP and in the Contract; and
- 3.15.4. meeting with representatives of NH Department of Corrections on a periodic or as-needed basis to resolve issues which may arise.
- 3.16. NH Department of Corrections Contract Liaison Responsibilities:
The NH Department of Corrections Commissioner of Corrections, or designee, shall act as liaison between the Vendor and NHDOC for the duration of the Contract. NH Department of Corrections reserves the right to change its representative, at its sole discretion, during the term of the Contract and shall provide the Vendor with written notice of such change. NH Department of Corrections representative shall be responsible for:
- 3.16.1. representing NH Department of Corrections on all matters pertaining to the Contract. The representative shall be authorized and empowered to represent NH Department of Corrections regarding all aspects of the Contract subject to the New Hampshire Governor and Executive Council approval, where needed;
- 3.16.2. monitoring compliance with the terms of the Contract;
- 3.16.3. responding to all inquiries and requests related to the Contract made by the Vendor, under the terms and in the time frames specified by the Contract;
- 3.16.4. meeting with the Vendor's representative on a periodic or as-needed basis and resolving issues which arise; and,
- 3.16.5. informing the Vendor of any discretionary action taken by NH Department of Corrections pursuant to the provisions of the Contract.
- 3.17. Reporting Requirements:
The Vendor shall provide reports as requested below:
- 3.17.1. monthly summary of services provided by inmate by products provided, and;
- 3.17.2. monthly summary of services provided by inmate by non-rental supplies, and;
- 3.17.3. monthly summary of services provided by facility;
- 3.17.4. any information requested by the NH Department of Corrections.
- 3.18. Performance Evaluation: NH Department of Corrections shall, at its sole discretion:
- 3.18.1. monitor and evaluate the Vendor's compliance with the terms of the contract;
- 3.18.2. the NH Department of Corrections Bureau of Quality Improvement, Compliance and Research Director may meet with the Vendor at a minimum of twice (2) a year to assess the performance of the Vendor relative to the Vendor's compliance with the contract as set forth in the approved Contract document;

Vendor Initials: J. JB

- 3.18.3. review reports submitted by the Vendor. NH Department of Corrections shall determine the acceptability of the reports. If they are not deemed acceptable, NH Department of Corrections shall notify the Vendor and explain the deficiencies;
- 3.18.4. request additional reports the NH Department of Corrections deems necessary for the purposes of monitoring and evaluating the performance of the Vendor under the Contract.

4. Other Contract Provisions:

4.1. Modifications to the Contract:

In the event of any dissatisfaction with the Vendor's performance, the NH Department of Corrections will inform the Vendor of any dissatisfaction and will include requirements for corrective action.

4.1.1. The Department of Corrections has the right to terminate the Contract, if the NH Department of Corrections determines that the Vendor is:

4.1.1.1. not in compliance with the terms of the Contract, or;

4.1.1.2. as otherwise permitted by law or as stipulated within this Contract.

4.2. Coordination of Efforts:

The Vendor shall fully coordinate his or her activities in the performance of the Contract with those of the NH Department of Corrections. As the work of the Vendor progresses, advice and information on matters covered by the Contract shall be made available by the Vendor to NH Department of Corrections as requested by NH Department of Corrections throughout the effective period of the Contract.

5. Bankruptcy or Insolvency Proceeding Notification:

5.1. Upon filing for any bankruptcy or insolvency proceeding by or against the Vendor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Vendor must notify the NH Department of Corrections immediately.

5.2. Upon learning of the actions herein identified, the NH Department of Corrections reserves the right at its sole discretion to either cancel the Contract in whole or in part, or, re-affirm the Contract in whole or in part.

6. Embodiment of the Contract:

6.1. The Contract between the NH Department of Corrections and the Vendor shall consist of:

6.1.1. the Request for Proposal (RFP) and any amendments thereto;

6.1.2. the proposal submitted by the Vendor in response to the RFP; and/or

6.1.3. a negotiated document (Contract) agreed to by and between the parties that is ratified by a "meeting of the minds" after careful consideration of all of the terms and conditions and that which is approved by the Governor and Executive Council of the State of New Hampshire.

6.2. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the negotiated document noted in 6.1.3. shall govern.

6.3. The NH Department of Corrections reserves the right to clarify any contractual relationship in writing with the concurrence of the Vendor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the Vendor's proposal and/or the result of a Contract.

7. Cancellation of Contract:

7.1. The Department of Corrections may cancel the Contract at any time for breach of Contractual obligations by providing the Vendor with a written notice of such cancellation.

Vendor Initials: 

7.2. Should the NH Department of Corrections exercise its right to cancel the Contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the Vendor.

7.3. The NH Department of Corrections reserves the right to terminate the Contract without penalty or recourse by giving the Vendor a written notice of such termination at least sixty (60) days prior to the effective termination date.

8. Vendor Transition:

NH Department of Corrections, at its discretion, in any Contract resulting from this RFP, may require the Vendor to work cooperatively with any predecessor and/or successor Vendor to assure the orderly and uninterrupted transition from one Vendor to another.

9. Audit Requirement:

Contractor agrees to comply with any recommendations arising from periodic audits on the performance of this contract, providing they do not require any unreasonable hardship, which would normally affect the value of the Contract.

10. Additional Items/Locations:

Upon agreement of both party's additional equipment and/or other facilities belonging to the NH Department of Corrections may be added to the Contract. In the same respect, equipment and/or facilities listed as part of the provision of services of the Contract may be deleted as well.

11. Employee Information:

The Contractor shall be responsible for providing the name, DOB and Social Security number of all employees the contractor plans to assign to work at the NH Department of Corrections facilities. The NHDOC shall do a criminal record check on all prospective workers who might be assigned to any departmental facility. Anyone who is found to have a criminal record may not be allowed to work at these facilities. Names must be submitted to the Director of Nursing at least seven (7) days before work is scheduled to begin. Any new employees that are assigned to work at any NH Department of Corrections facility, the same rules apply for the duration of the Contract.

12. Institutional Rules:

The Vendor shall follow the NH Department of Corrections Rules of Conduct and the Administrative Rules and any and all rules of the institution which they are servicing.

13. Tool Inventory:

Any tool the Contractor needs to provide or perform the required services must be inventoried before entering and leaving the facility.

14. Special Notes:

14.1. The headings of the sections of the Exhibit A, B, and C are for convenience only and shall not affect the interpretation of any section.

14.2. The NH Department of Corrections reserves the right to require use of a third party administrator during the life of the Contract.

14.3. Locations per Contract year may be increased/decreased and or reassigned to alternate facilities during the Contract term at the discretion of the Department. Locations may be added and/or deleted after the awarding of a Contract at the discretion of the Department and upon mutual agreement of the Commissioner of the Department of Corrections and the Vendor.

Vendor Initials: *TS*

- 14.4. In the event that the NH Department of Corrections wishes to add or remove facilities at which the Contractor is to provide services, it shall:
 - 14.4.1. give the Contractor fourteen (14) days written notice of the proposed change; and
 - 14.4.2. secure the Contractor's written agreement to the proposed changes.
- 14.5. Notwithstanding the foregoing, or any provision of this Agreement to the contrary, in no event shall changes to facilities be allowed that modify the "Completion Date" or "Price Limitation" of the Agreement without approval by Commissioner of Corrections and the Governor and Executive Council of the State of New Hampshire.

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Vendor Initials: mg

1. Method of Payment:

- 1.1. Services are to be invoiced monthly commencing thirty (30) days after the start of service. Due dates for monthly invoices will be the 15th of the month following the month in which services are provided.
- 1.2. Invoices shall be sent to the NH Department of Corrections, Division of Medical/Forensic Services, and Attn: Medical Operations Administrator, PO Box 1806, Concord, NH 03302-1806 for approval.
- 1.3. Once approved, the original invoices shall be sent to the Department's Bureau of Financial Services for processing and issuance of payment.
- 1.4. The NH Department of Corrections may make adjustments to the payment amount identified on a Vendor's monthly invoice. The NH Department of Corrections shall suspend payment to an invoice if an invoice is not submitted in accordance with the instructions established by the NH Department of Corrections.
- 1.5. The NH Department of Corrections Bureau of Financial Services may issue payment to the Contractor within thirty (30) days of receipt of an approved invoice. Invoices shall be itemized by facility and contain the following information:
 - 1.5.1. invoice date and number;
 - 1.5.2. facility name and associated Contractor account number representing facility name; Inmate name associated with product and services rendered
 - 1.5.3. NHDOC request date of rented equipment and/or purchase of supplies;
 - 1.5.4. type of rented equipment, serial/model number of rented equipment per inmate and facility;
 - 1.5.5. quantity of rented equipment and non-rental supplies by type;
 - 1.5.6. delivery reference number, description of services and/or product to be delivered;
 - 1.5.7. itemized service/product total charge per service/product type.
- 1.6. Payment shall be made to the name and address identified in the Contract as the "Contractor" unless: (a) the Contractor has authorized a different name and mailing address in writing or; (b) authorized a different name and mailing address in an official State of New Hampshire Contractor Registration Application Form; or (c) unless a court of law specifies otherwise. The Contractor shall not invoice federal tax. The State's tax-exempt certificate number is 026000618W.
- 1.7. Vendor errors resulting in service and/or product charge shall be at the expenses of the Vendor to include:
 - 1.7.1. delivery of incorrect equipment/supplies requested/ordered by NHDOC;
 - 1.7.2. replacement of faulty equipment;
 - 1.7.3. loaner equipment;
 - 1.7.4. shipping and handling charges;
 - 1.7.5. gasoline surcharges;
 - 1.7.6. any related travel expenses for Vendor(s) personnel to facilities.
- 1.8. Vendor shall identify the rented equipment's serial/model number to the corresponding inmate receiving services on the monthly invoices.

The remainder of this page is intentionally blank.

Vendor Initials: 

2. **Fee Structure for Temporary Medical Equipment and Supplies:**

- 2.1. Monthly rental cost (price) of Oxygen Concentrators, C-PAP and BI-PAP equipment shall represent any and all models for O2 Concentrators, C-PAP and BI-PAP equipment.
- 2.2. Rental cost of C-PAP and BI-PAP equipment and purchase cost of supplies.
- 2.3. Monthly rental cost for Oxygen Concentrators, C-PAP and BI-PAP do not include the following:

Monthly Rental Fee Does Not Include				
Rental Equipment Type	Tubing	Nasal Cannulas	Face Masks	Retaining/Head Gear
Oxygen Concentrator	X	X		
C-PAP			X	X
BI-PAP			X	X

- 2.4. Cost of non-rental supplies for Oxygen Concentrators, C-PAP and BI-PAP machines to include:
 - Tubing
 - Nasal Cannulas
 - Face Masks
 - Retaining or Head Gear
- 2.5. Pricing for monthly rental for equipment shall be inclusive of preventative maintenance, calibration, repair (inclusive of estimated overhead charge for parts) and delivery expenses.

The remainder of this page is intentionally blank.

Vendor Initials:

3. Estimated Budget:

3.1. Northern Correctional Facility

Name of Bidder: New England Home Therapies, Inc. d/b/a NE-HT

Section A: Rented Equipment Cost

	Column A-1	Column A-2	Column A-3
	Volume of Annual Equipment	*Monthly Equipment Rental Cost	Extended Total Cost (Multiply A-1 by A-2)
Oxygen (O2) Concentrators (does not include tubing & nasal cannula)	52	\$ 130.00	\$ 6,760.00
C-PAP (does not include mask or mask retaining device)	38	\$ 75.00	\$ 2,850.00
BI-PAP (does not include mask or mask retaining device)	22	\$ 150.00	\$ 3,300.00
Section A: Total Equipment Cost, 1 Year			\$ 12,910.00

* Monthly rental cost (price) shall represent any and all models for O2 Concentrators, C-PAP and BI-PAP equipment.

Section B: Supplies Purchase Cost

	Column B-1	Column B-2	Column B-3
	Volume of Annual Supplies	*Monthly Supplies Purchase Cost	Extended Total Cost (Multiply B-1 by B-2)
Face Mask	4	\$ 95.32	\$ 381.28
Retaining or Head Gear	4	\$ 35.38	\$ 141.52
Tubing	3	\$ 19.32	\$ 57.96
Nasal Cannula	4	0	No Charge
Section B: Total Supplies Cost, 1 Year			\$ 580.76

Total Combined Equipment and Supplies (Total Section A + B)	\$ 13,490.76
--	---------------------

Multiply Total Combined Equipment and Supplies X 2: Two Year Est. Budget	\$ 26,981.52
---	---------------------

Vendor Initials: mgp

1. This Contract may be renewed for an additional period of up to two (2) years, with mutual agreement of the parties and upon approval by the Governor and Executive Council of the State of New Hampshire.
2. Amend the Insurance provision in section 14.1.1 of the original P-37 contract by deleting "\$2,000,000.00" per occurrence and inserting in its place "\$1,000,000.00" per occurrence.
3. Amend the Insurance provision in section 14.3 of the original P-37 contract by deleting "no less than ten (10) days prior written notice of cancellation or modification of the policy." and inserting in its place "no less than thirty (30) days prior written notice of cancellation or modification of the policy."
4. Amend section 14, Insurance, by inserting "14.4 Contractor agrees to maintain Excess/Umbrella Liability coverage for the term of this contract, and for any renewals thereof, for no less than the current limits of \$1,000,000.00 for each occurrence and \$1,000,000.00 in the general aggregate."

NEW ENGLAND HOME THERAPIES, INC. d/b/a NE-HT

By: Mary J Graves
(Signature)

Name & Title: Mary J. Graves, Chief Financial Officer
(Print Name & Title)

Date: 11/30/09

STATE OF NEW HAMPSHIRE DEPARTMENT OF CORRECTIONS

By: William L Wrenn
(Signature)

Name & Title: William L. Wrenn, Commissioner
(Print Name & Title)

Date: 12/17/2009

Vendor Initials: MJD

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 NEW ENGLAND HOME THERAPIES, INC. d/b/a in New Hampshire NE-HT, a(n) Massachusetts corporation, is authorized to transact business in New Hampshire and qualified on August 31, 2000. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 16th day of October, A.D. 2009

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

Without Seal

I, Bruce R. Gilbert, do hereby certify that:
(Name of Clerk of the Corporation, can not be the one who signed the contract)

1. I am a duly elected Clerk of New England Home Therapies, Inc. d/b/a NE-HT
(The Corporation)
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on NOV. 20, 2009.
(Date given authority or date contract signed)

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Corrections, for the provision of On-Site Temporary Medical Equipment and Supply Services.

RESOLVED: That the Chief Financial Officer
(Title of one who signed the contract)

is hereby authorized on behalf of this Corporation to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of NOV 20, 2009.
(Date Contract Signed)

4. Mary J. Graves (is/are) the duly elected Chief Financial Officer
(Name of Contract Signatory) (Title of Contract Signatory)

of the Corporation.

Bruce R. Gilbert
(Signature of the Clerk of the Corporation)

STATE OF PENNSYLVANIA
County of Montgomery

The foregoing instrument was acknowledged before me this 20 day of November, 2009,
(day) (month) (yr)
by Bruce R. Gilbert
(Name of Clerk of the Corporation)

(NOTARY SEAL)

Stacey Rossley
(Notary Public, Justice of the Peace)

Commission Expires: June 5, 2012



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/07/2011

Page 1 of 1

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 Willis of New York, Inc. 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME:		
	PHONE (A/C, NO, EXT): 877-945-7378	FAX (A/C, NO): 888-467-2378	
	E-MAIL ADDRESS: certificates@willis.com		
	INSURER(S) AFFORDING COVERAGE	NAIC #	
INSURED BioScrip, Inc. and its subsidiary Critical Homecare Solutions, Inc. Two Tower Bridge One Fayette Street, Suite 150 Conshohocken, PA 19428	INSURER A: Arch Specialty Insurance Company	21199-002	
	INSURER B: Travelers Indemnity Company	25658-003	
	INSURER C: The Travelers Indemnity Company	25658-900	
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES CERTIFICATE NUMBER: 16790323 REVISION NUMBER: See Remarks

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	ADD'L INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			FLP0024544-03	3/25/2011	3/25/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			FLP0024544-03	3/25/2011	3/25/2012	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			TC2KUB3611A37111	3/25/2011	3/25/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER
C	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	TRKUB3611A39511	3/25/2011	3/25/2012	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Healthcare Professional Liability			FLP0024544-03	3/25/2011	3/25/2012	\$1,000,000 Per Medical Incident \$3,000,000 Aggregate

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

THIS VOIDS AND REPLACES PREVIOUSLY ISSUED CERTIFICATE DATED: 3/28/2011 WITH ID: 15666785

Umbrella coverage is Occurrence for General Liability and Claims Made for Professional Liability.

CERTIFICATE HOLDER

CANCELLATION

NH DEPARTMENT OF CORRECTIONS P.O. BOX 1806 CONCORD, NH 0332-0876	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

Coll:3511771 Tpl:1347637 Cert:16790323 © 1988-2010 ACORD CORPORATION. All rights reserved.

Subsidiaries of BioScrip, Inc.

Bioscrip, Inc.
BioScrip PBM Services, LLC
BioScrip Infusion Services, LLC
BioScrip Nursing Services, LLC
BioScrip Pharmacy (NY), Inc.
BioScrip Pharmacy Services, Inc.
BioScrip, Inc.
BioScrip Pharmacy, Inc.
Chronimed, Inc.
Chronimed, LLC
Los Feliz, Inc.
Los Feliz Drugs, Inc dba Oak Pharmacy
MIM Strategic Marketing LLC
BioScrip Infusion Services, Inc.
Intravenous Therapy Services, Inc.
Continental Management Pharmacy, Inc.
MIM Rx.com
Community Prescriptions Services
The Live Positive Foundation, Inc.
Natural Living Inc. dba BioScrip Pharmacy
Critical Homecare Solutions, Inc.
Critical Homecare Solutions Holding, Inc.
Professional Home Care Services, Inc.
Specialty Pharma, Inc.
New England Home Therapies, Inc.
Infusion Partners, LLC
South Mississippi Home Health, Inc.
South Mississippi Home Health, Inc. - Region I
South Mississippi Home Health, Inc. - Region II
South Mississippi Home Health, Inc. - Region III
Regional Ambulatory Diagnostic, Inc.
d/b/a Deaconess Home Health
d/b/a Select Health Systems, Inc.
Elk Valley Professional Affiliates, Inc.
Elk Valley Home Health Care Agency, Inc.
Gericare, Inc.
Cedar Creek Home Health Care Agency, Inc.
Elk Valley Health Services, Inc.
Deaconess Enterprises, LLC
Deaconess Homecare, LLC
Knoxville Home Therapies, LLC
Infusion Solutions, Inc.
Applied Health Care, LLC
Infusion Partners of Brunswick, LLC
Infusion Partners of Melbourne, LLC
East Goshen Pharmacy, Inc. d/b/a Infusioncare
Wilcox Medical, Inc.
Scott-Wilson, Inc.
d/b/a Infusion Partners of Lexington
d/b/a Deaconess Home Care
National Health Infusion, Inc.
Option Health, Ltd
BioScrip Infusion Management, LLC
Bradhurst Speciality Pharmacy, Inc.
BioScrip Pharmacy (Puerto Rico), Inc.



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis of New York, Inc.		NAMED INSURED BioScrip, Inc. 100 Clearbrook Road Elmsford, NY 10523	
POLICY NUMBER See First Page			
CARRIER Arch Specialty Insurance Company	NAIC CODE 21199-002	EFFECTIVE DATE: See First Page	

ADDITIONAL REMARKS
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Subsidiaries of BioScrip, Inc.

BioScrip PBM Services, LLC, a Delaware limited liability company
 BioScrip Pharmacy Services, Inc., an Ohio Corporation
 BioScrip Pharmacy (NY), Inc, a New York Corporation
 Natural Living, Inc, a New York Corporation
 BioScrip Infusion Services, LLC, a Delaware Limited Liability Company
 BioScrip Infusion Services, Inc., a California corporation
 BioScrip Nursing Services, LLC, a New York Limited Liability Company
 BioScrip Infusion Management, LLC, a Delaware Limited Liability Company
 Chronimed LLC, a Minnesota Corporation
 Los Feliz Inc, a California Corporation
 BioScrip Pharmacy, Inc., a Minnesota Corporation
 Bradhurst Specialty Pharmacy, Inc., a New York Corporation
 BioScrip Pharmacy (Puerto Rico), Inc., a PR Corporation
 CHS Holdings, Inc., a Delaware Corporation
 Critical Homecare Solutions, Inc., a Delaware Corporation
 Specialty Pharma, Inc., a Delaware Corporation
 New England Home Therapies, Inc., a MA Corporation
 Deaconess Enterprises, LLC, an OH Corporation
 Infusion Solutions, Inc., a NH Corporation
 Professional Home Care Services, Inc., a DE Corporation
 Wilcox Medical, Inc., a VT Corporation
 Deaconess HomeCare, LLC a DE Corporation
 South Mississippi Home Health, Inc., a MS Corporation
 Regional Ambulatory Diagnostics, Inc an OH Corporation
 Elk Valley Professional Affiliates, Inc., a TN Corporation
 Infusion Partners LLC an OH Corporation
 Knoxville Home Therapies, LLC a TN limited liability company
 South Mississippi Home Health, Inc. - Region I, a MS Corporation
 South Mississippi Home Health, Inc. - Region II, a MS Corporation
 South Mississippi Home Health, Inc. - Region III, a MS Corporation
 Applied Health Care, LLC, a Delaware Corporation
 East Goshen Pharmacy, Inc., a PA Corporation
 Infusion Partners of Brunswick, LLC a GA Corporation
 Scott Wilson, Inc., a KY Corporation
 Infusion Partners of Melbourne, LLC, a GA Corporation
 Elk Valley Home Health Care Agency, Inc., a TN Corporation
 Gericare, Inc., a TN Corporation
 Cedar Creek Home Health Care Agency, Inc., a TN Corporation
 Elk Valley Health Services, Inc., a TN Corporation
 National Health Infusion, Inc., a FL Corporation
 Option Health, Ltd., an IL Corporation



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/07/2010

PRODUCER MARSH USA INC. TWO LOGAN SQUARE PHILADELPHIA, PA 19103 Attn: Healthcare.AccountsCSS@marsh.com/FAX: 212-948-1307 243318--2010	THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURED NEW ENGLAND HOME THERAPIES, INC d/b/a NE-HT 40 TERRILL PARK DRIVE CONCORD, NH 03301	INSURERS AFFORDING COVERAGE INSURER A: Granite State Insurance Co INSURER B: N/A INSURER C: N/A INSURER D: Allied World National Assurance Company INSURER E: Liberty Insurance Corporation

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GENERAL AGGREGATE LIMIT APPLIES PER PROJECT <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> LOC	LX006262294-1	09/19/2008	04/08/2010	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
D	EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	C010293/001	01/08/2010	04/08/2010	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE Y/N OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	WA7-63D-509810-019	01/08/2009	04/08/2010	<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
F	OTHER PROFESSIONAL LIAB	HHA6915627(10)	09/19/2008	04/08/2010	Each Wrongful Act \$1,000,000 Aggregate \$3,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER CLE-002466394-04	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
NH DEPARTMENT OF CORRECTIONS P.O. BOX 1806 CONCORD, NH 03302-1806	AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Mary Radaszewski <i>Mary Radaszewski</i>

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

New Hampshire Department of Corrections
Division of Administration
Contract/Grant Unit

Comprehensive General Liability Insurance Acknowledgement Form

The New Hampshire Office of the Attorney General requires that the Request for Proposal (RFP) package inform all proposal submitters of the State of New Hampshire's general liability insurance requirements. The limits of liability required are dependent upon your corporation's legal formation, and the annual total amount of contract work with the State of New Hampshire.

Please select only ONE of the checkboxes below that best describes your corporation's legal formation and annual total amount of contract work with the State of New Hampshire:

Insurance Requirement for (1) - 501(c) (3) contractors whose annual gross amount of contract work with the State does not exceed \$500,000, per RSA 21-I:13, XIV, (Supp. 2006): The general liability insurance requirements of standard state contracts for contractors that qualify for nonprofit status under section 501(c)(3) of the Internal Revenue Code and whose annual gross amount of contract work with the state does not exceed \$500,000, is comprehensive general liability insurance in amounts of not less than \$1,000,000 per claim or occurrence and \$2,000,000 in the aggregate. *These amounts may NOT be modified.*

- The contractor certifies that it IS a 501(c) (3) contractor whose annual total amount of contract work with the State of New Hampshire does **not** exceed \$500,000.

Insurance Requirement for (2) - All other contractors who do not qualify for RSA 21-I:13, XIV, (Supp. 2006), Agreement P-37 General Provisions, 14.1 and 14.1.1. Insurance and Bond, shall apply: 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, both for the benefits of the State, the following insurance: 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 incident or occurrence. *These amounts MAY be modified if the State of NH determines contract activities are a risk of lower liability.*

- (2) The contractor certifies it does NOT qualify for insurance requirements under RSA 21-I:13, XIV (Supp. 2006).

Please indicate your current comprehensive general liability coverage limits below, sign, date and return with your proposal package.

\$1,000,000 Per Claim \$2,000,000 Per Incident/Occurrence \$3,000,000 General Aggregate

Max J Davis, CFO
Signature & Title

11/30/09
Date

This acknowledgement must be returned with your proposal.