



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 22, 2015

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 a contract amendment, Amendment Agreement #2, with The Doctor's Office At Salmon Street P.C. (VC# 156347), 102 Bay Street, Manchester, NH 03104, to increase the contract amount by \$7,500.00 from \$30,000.00 to \$37,500.00 for the provision of Pre-Assignment & Fitness for Duty Exam Services for the NH Department of Corrections, effective upon Governor and Executive Council approval through June 30, 2015. The original contract, Agreement 2013-34, was approved by Governor and Executive Council on July 13, 2011 Item # 34 and Amendment Agreement #1 2013-43, was approved by Governor and Executive Council on April 3, 2013 Item # 43. 100% General Funds

Funds are available in the following account, Medical and Dental: 02-46-46-465010-8234-101-500729 as follows:

Original Contract, Agreement 2011-34:					
Account	Description	SFY 12 - 13	SFY 14	SFY 15	Total
02-46-46-465010-8234-101-500729	Medical Services	15,000.00	-	-	15,000.00
Amendment Agreement # 1, Agreement 2013-43					
Account	Description	SFY 12 - 13	SFY 14	SFY 15	Total
02-46-46-465010-8234-101-500729	Medical Services	-	7,500.00	7,500.00	15,000.00
Amendment Agreement # 2:					
Account	Description	SFY 12 - 13	SFY 14	SFY 15	Total
02-46-46-465010-8234-101-500729	Medical Services	-	-	7,500.00	7,500.00
Total Contract Amount		\$ 15,000.00	\$ 7,500.00	\$ 15,000.00	\$ 37,500.00

EXPLANATION

Amendment Agreement # 2, is for the provision of pre-employment and/or fitness for duty examinations. The New Hampshire Department of Corrections has established a policy requiring, as a condition of employment, that a medical examination be performed on all individuals seeking employment to insure that the individual is in

good health and can adequately meet the physical and psychological standards in accordance to RAS 100 A: 1 VII (b) (as amended in 1987) and are able to perform job duties in a safe manner.

In an attempt to reduce forced overtime of our correctional officers, the NH Department of Corrections' recruitment process was reviewed in 2014 through a LEAN process. The outcome of the review outlined areas that could be changed to make the recruitment process more effective to reduce delays in filling vacancies. Since the implementation of the changes, the length of time to hire qualified candidates whether line staff (correctional officers) or regular staff (civilians) has decreased, this has ultimately increased the need of Pre-Assignment & Fitness for Duty Exam services. In addition, the NH Department of Corrections expects this trend to continue during the second half of the State fiscal year.

Amendment Agreement # 2 shall increase the estimated price limitation of Amendment Agreement # 1 through the original contract, Agreement, by \$7,500.00 from \$30,000.00 to \$37,500.00.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "William L. Wren", 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**

AMENDMENT AGREEMENT # 2

This amendment is between the State of New Hampshire, acting by and through STATE OF NEW HAMPSHIRE DEPARTMENT OF CORRECTIONS ("State"), and The Doctor's Office At Salmon Street P.C. ("Contractor"), a New Hampshire Corporation.

The State and Contractor entered into an agreement with an effective date of July 13, 2011, Pre-Assignment & Fitness for Duty Exam Services Agreement 2011-34 ("Agreement") and Pre-Assignment & Fitness for Duty Exam Services Amendment Agreement #1 2013-43 ("Amendment Agreement #1").

The State and Contractor wish to amend the Agreement's price limitation.

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 Price Limitation in section 1.8 of the original P-37 contract, Agreement, by deleting "\$30,000.00," and inserting in its place "\$37,500.00," a total increase of \$7,500.00;
2. 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.
3. That Amendment Agreement #2 shall become effective upon the date of Governor and Executive Council approval through June 30, 2015; and
4. That all other provisions of the Agreement and Amendment Agreement #1 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: Pre-Assignment & Fitness for Duty Exam Services Agreement 2011-34 and Pre-Assignment & Fitness for Duty Exam Services Amendment Agreement #1 2013-43 ("Amendment Agreement #1").

STATE OF NEW HAMPSHIRE DEPARTMENT OF CORRECTIONS

By: [Signature]
Name: William L. Wrenn
Title: Commissioner
Date:

THE DOCTOR'S OFFICE AT SALMON STREET P.C.

By: [Signature]
Name: ~~William N. Windler, M.D.~~
Title: President
Date: 01/16/2015

STATE OF New Hampshire

COUNTY OF Hillsborough

On this 16th day of January 2015, before me, Julie Swiadas the undersigned officer, personally appeared William N. Windler, 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.

[Signature]
Notary Public/Justice of the Peace

JULIE Z. SWIADAS
Notary Public - New Hampshire
My Commission Expires March 12, 2019



My Commission Expires: _____

[Signature]
Approval by N.H. Attorney General
(Form, Substance and Execution)

2/6/2015
Date

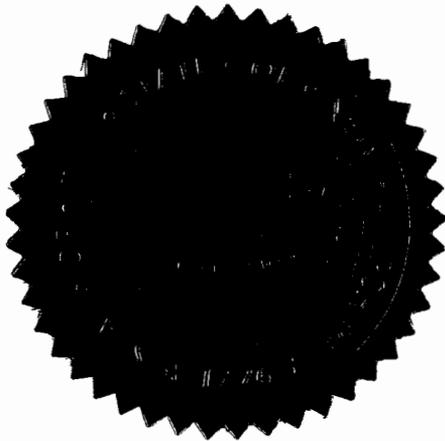
Approved by the N.H. Governor and Executive Council

_____ 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 THE DOCTOR'S OFFICE AT SALMON STREET P.C. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on June 3, 1987. 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 26th day of January, A.D. 2015

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

William M. Gardner
Secretary of State



State of New Hampshire 2014 ANNUAL REPORT

The following information shall be given as of January 1
preceding the due date Pursuant to RSA 293-A:16.22.

REPORT DUE BY April 1, 2014

ANNUAL REPORTS RECEIVED AFTER THE DUE DATE
WILL BE ASSESSED A LATE FEE.

Filed
Date Filed: 03/11/2014
Business ID: 114105
William M. Gardner
Secretary of State

THE DOCTOR'S OFFICE AT SALMON STREET P.C.

102 BAY ST
MANCHESTER, NH 03104

ADDRESS OF PRINCIPAL OFFICE:

102 BAY ST
MANCHESTER, NH 03104

REGISTERED AGENT AND OFFICE:

WINDLER, WILLIAM N.
102 BAY STREET
MANCHESTER, NH 03104

ENTITY TYPE:	PROFESSIONAL CORPORATION
BUSINESS ID:	114105
STATE OF DOMICILE:	NEW HAMPSHIRE
OPERATE A PHYSICIAN'S OFFICE -GENERAL PRACTICE OF MEDICINE	

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). (MUST LIST AT LEAST ONE OFFICER BELOW)		NAME AND BUSINESS ADDRESS (P.O. BOX ACCEPTABLE). (MUST LIST AT LEAST ONE DIRECTOR BELOW)	
A		B	
PRES.	William Windler, MD	DIR.	William Windler, MD
STREET	102 Bay Street	STREET	102 Bay Street
CITY/STATE/ZIP	Manchester Nh 03104	CITY/STATE/ZIP	Manchester Nh 03104
NAME	.....	NAME	.....
STREET	.....	STREET	.....
CITY/STATE/ZIP	.....	CITY/STATE/ZIP	.....
NAME	.....	NAME	.....
STREET	.....	STREET	.....
CITY/STATE/ZIP	.....	CITY/STATE/ZIP	.....
NAME	.....	NAME	.....
STREET	.....	STREET	.....
CITY/STATE/ZIP	.....	CITY/STATE/ZIP	.....

NAMES AND ADDRESSES OF ADDITIONAL OFFICERS AND DIRECTORS ARE ATTACHED

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.
All the shareholders, and as many of the directors and officers as may be required under RSA 294-A:20, are qualified persons with respect to the corporation.

Sign here: William Windler, MD

Please print name and title of signer: William Windler, MD / PRESIDENT
NAME TITLE

FEE DUE: \$100.00

E-MAIL ADDRESS (OPTIONAL): _____



011410520141000

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 Seal)

I, Julie Z. Swiadas, do hereby certify
(Name of Clerk of the Corporation, can not be the one who signed the contract)

that: I am a duly elected Clerk of The Doctor's Office At Salmon Street, P.C.
(The Corporation)

1. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on 1/9/2015
(Date given authority)

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Corrections, for the provision of Pre-Assignment & Fitness for Duty Exam Services.

RESOLVED: That the William N. Windler MD/President
(Title of the 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.

2. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of 01/16/2015
(Today's date)

3. William N. Windler, MD (is/are) is duly elected
(Name of one who signed contract)

President of the Corporation.
(Title of one who signed the contract)

(CORPORATE SEAL)

Julie Z. Swiadas
Signature of the Clerk of the Corporation



NH DEPARTMENT OF CORRECTIONS
ADMINISTRATIVE RULES

COR 307 Items Considered Contraband. Contraband shall consist of:

- a) Any substance or item whose possession is unlawful for the person or the general public possessing it including but not limited to:
 - (1) narcotics
 - (2) controlled drugs or
 - (3) automatic or concealed weapons possessed by those not licensed to have them.
- b) Any firearm, simulated firearm, or device designed to propel or guide a projectile against a person, animal or target.
- c) Any bullets, cartridges, projectiles or similar items designed to be projected against a person, animal or target.
- d) Any explosive device, bomb, grenade, dynamite or dynamite cap or detonating device including primers, primer cord, explosive powder or similar items or simulations of these items.
- e) Any drug item, whether medically prescribed or not, in excess of a one day supply or in such quantities that a person would suffer intoxication or illness if the entire available quantity were consumed alone or in combination with other available substances.
- f) Any intoxicating beverage.
- g) Sums of money or negotiable instruments in excess of \$100.00.
- h) Lock-picking kits or tools or instruments on picking locks, making keys or obtaining surreptitious entry or exit
- i) The following types of items in the possession of an individual who is not in a vehicle, (but shall not be contraband if stored in a secured vehicle):
- j) Knives and knife-like weapons, clubs and club-like weapons,
 - (1) tobacco, alcohol, drugs including prescription drugs unless prior approval is granted in writing by the facility Warden/designee, or Director/designee,
 - (2) maps of the prison vicinity or sketches or drawings or pictorial representations of the facilities, its grounds or its vicinity,
 - (3) pornography or pictures of visitors or prospective visitors undressed,
 - (4) cell phones and radios capable of monitoring or transmitting on the police band in the possession of other than law enforcement officials,
 - (5) identification documents, licenses and credentials not in the possession of the person to whom properly issued,
 - (6) ropes, saws, grappling hooks, fishing line, masks, artificial beards or mustaches, cutting wheels or string rope or line impregnated with cutting material or similar items to facilitate escapes,
 - (7) balloons, condoms, false-bottomed containers or other containers which could facilitate transfer of contraband.

COR 307.02 Contraband on prison grounds is prohibited. The possession, transport, introduction, use, sale or storage of contraband on the prison grounds without prior approval of the commissioner of corrections or his designee is prohibited under the provision of RSA 622:24 and RSA 622:25.

COR 307.03 Searches and Inspections Authorized.

- a) Any person or property on state prison grounds shall be subject to search to discover contraband...

Travel onto prison grounds shall constitute implied consent to search for contraband. In such cases where implied consent exists, the visitor will be given a choice of either consenting to the search or immediately leaving the prison grounds. Nothing in this rule however, prevents non-consensual searches in situations where probable cause exists to believe that the visitor is or had attempted to introduce contraband into the prison pursuant to the law of New Hampshire concerning search, seizure and arrest.

- b) All motor vehicles parked on prison grounds shall be locked and have the keys removed. Custodial personnel shall check to insure that vehicles are locked and shall visually inspect the plain-view interior of the vehicles. Vehicles discovered unlocked shall be searched to insure that no contraband is present. Contraband discovered during searches shall be confiscated for evidence, as shall contraband discovered during plain-view inspections.

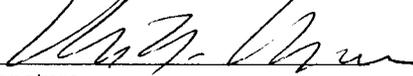
- c) All persons entering the facilities to visit with residents or staff, or to perform services at the facilities or to tour the facilities shall be subject to having their persons checked. All items and clothing carried into the institution shall be searched for contraband.

<u>William N. Windler, MD</u>	<u>[Signature]</u>	<u>01/16/2015</u>
Name	Signature	Date
<u>Julie Z. Swiadak</u>	<u>[Signature]</u>	<u>01/16/2015</u>
Witness Name	Signature	Date

NH DEPARTMENT OF CORRECTIONS
RULES OF CONDUCT FOR PERSONS PROVIDING CONTRACT SERVICES

1. Engaging in any of the following activities with persons under departmental control is strictly prohibited:
 - a. Any contact, including correspondence, other than in the performance of your services for which you have been contracted.
 - b. Giving or selling of anything
 - c. Accepting or buying anything
2. Any person providing contract services who is found to be under the influence of intoxicants or drugs will be removed from facility grounds and barred from future entry to the NH Department of Corrections property.
3. Possession of any item considered to be contraband as defined in the New Hampshire code of Administrative Rules, COR 307 is a violation of the rules and the laws of the State of New Hampshire and may result in legal action under RSA 622:24 or other statutes.
4. In the event of any emergency situation, i.e., fire, disturbance, etc., you will follow the instructions of the escorting staff or report immediately to the closest available staff.
5. All rules, regulations and policies of the NH Department of Corrections are designed for the safety of the staff, visitors and residents, the security of the facility and an orderly flow of necessary movement and activities. If unsure of any policy and procedure, ask for immediate assistance from a staff member.
6. Harassment and discrimination directed toward anyone based on sex, race, creed, color, national origin or age are illegal under federal and state laws and will not be tolerated in the work place. Maintenance of a discriminatory work environment is also prohibited. Everyone has a duty to observe the law and will be subject to removal for failing to do so.
7. During the performance of your services you are responsible to the facility administrator, and by your signature below, agree to abide by all the rules, regulations, policies and procedures of the NH Department of Corrections and the State of New Hampshire.
8. In lieu of Contracted staff participating in the Corrections Academy, the Vendor through the Commissioner or his designees will establish a training/orientation facilitated by the Vendor to supplement this requirement and appropriate orient Vendor staff to the rules, regulations, policies and procedures of the Department of Corrections and the State of New Hampshire.

William N Windler, MD
Name

 01/16/2015
Signature Date

Julie Z Swiadras
Witness Name

 01/16/2015
Signature Date

NH DEPARTMENT OF CORRECTIONS
CONFIDENTIALITY OF INFORMATION AGREEMENT

I understand and agree that all employed by the organization/agency I represent must abide by all rules, regulations and laws of the State of New Hampshire and the NH Department of Corrections that relate to the confidentiality of records and all other privileged information.

I further agree that all employed by or subcontracted through the organization I represent are not to discuss any confidential or privileged information with family, friends or any persons not professionally involved with the NH Department of Corrections. If inmates or residents of the NH Department of Corrections, or, anyone outside of the NH Department of Corrections' employ approaches any of the our organization's employees or subcontractors and requests information, the staff/employees of the organization I represent will immediately contact their supervisor, notify the NH Department of Corrections, and file an incident report or statement report with the appropriate NH Department of Corrections representative.

Any violation of the above may result in immediate termination of any and all contractual obligations.

William N. Windler, MD
Name

 01/16/2015
Signature Date

Julie Z. Swiadak
Witness Name

 01/16/2015
Signature Date

Change of address must be reported to:
New Hampshire Board of Medicine
121 South Fruit St Ste 301
Concord, NH 03301

State of New Hampshire
BOARD OF MEDICINE

WILLIAM N WINDLER, MD



License #: [REDACTED]

Issued: 9/7/1978

has been duly registered to practice medicine
in this state through

6/30/2016

President *Mark Sullivan PA-C*

State of New Hampshire
BOARD OF MEDICINE

MELBA GUSSY C QUITAYEN, PA

License #: [REDACTED]

Issued: 11/2/2011

is entitled to practice for the year ending
12/31/2015





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/3/2015

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

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

PRODUCER Aspen Insurance Agency P O Box 510 Manchester NH 03105		CONTACT NAME: Lyndsay Lee	
		PHONE (A/C, No, Ext): (603) 647-0800	FAX (A/C, No): (603) 647-0330
		E-MAIL ADDRESS: llee@aspen-ins.com	
INSURED DOCTORS OFFICE @ Salmon St PC 102 BAY ST MANCHESTER NH 03104		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Graphic Arts Mutual Insurance	NAIC #: 25984
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL152307868 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	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			4354880	12/31/2014	12/31/2015	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ Included
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 4,000,000
	AUTOMOBILE LIABILITY						PRODUCTS - COMP/OP AGG \$ 4,000,000
	<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per accident) \$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR					PROPERTY DAMAGE (Per accident) \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					\$
	DED	RETENTION \$					EACH OCCURRENCE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			4382663	12/31/2014	12/31/2015	AGGREGATE \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	N/A				<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ 100,000
							E.L. DISEASE - EA EMPLOYEE \$ 100,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Doctor's Office. William Windler is excluded from the workers' compensation policy.

CERTIFICATE HOLDER NH Department of Corrections PO 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 Lyndsay Lee/LLEE <i>Lyndsay Lee</i>
--	--



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/19/2015

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

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

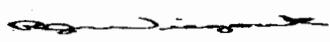
PRODUCER Wieczorek Insurance 166 Concord St. Manchester NH 03104	CONTACT NAME: Cathleen L'Hommedieu, CIC	
	PHONE (A/C, No, Ext): (603) 668-3311	FAX (A/C, No): (603) 668-2011
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: NHMMJUA		
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES CERTIFICATE NUMBER: 14 15 Basic 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	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			NHJUA11148 Medical Professional Liability	6/15/2014	6/15/2015	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$ 3,000,000
							PRODUCTS - COMP/OP AGG \$
							\$
	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) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> OCCUR						\$
	<input type="checkbox"/> CLAIMS-MADE						\$
	DED						\$
	RETENTIONS						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				E L EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E L DISEASE - EA EMPLOYEE \$
							E L DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Certificate of Insurance is subject to policy terms, conditions and limitations.

CERTIFICATE HOLDER New Hampshire Dept. of Corrections PO 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 R Wieczorek/CATHY 

Handwritten initials



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

G & C

February 20, 2013

Pending _____

Approved APRIL 3, 2013

Item # # 43

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 exercise the renewal option (PO # 1001732) with The Doctor's Office At Salmon Street P.C. (VC# 156347), 102 Bay Street, Manchester, NH 03104, by increasing the contract amount by \$15,000.00 from \$15,000.00 to \$30,000.00, for the provision of Pre-Assignment & Fitness for Duty Exam Services, effective from July 1, 2013, or upon Governor and Executive Council approval, whichever is later, through June 30, 2015. The original contract, Agreement, was approved by Governor and Executive Council on July 13, 2011, Item # 34, with the option to renew for one (1) additional period of up to two (2) years. 100% General Funds.

Funds are available in the following account, *Medical and 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. Funding for SFY 2014 & 2015 is contingent upon the availability and continued appropriation of funds.

Original Contract, Agreement:					
Account	Description	SFY 12 - 13	SFY 14	SFY 15	Total
02-46-46-465010-8234-101-500729	Medical Services	15,000.00	-	-	15,000.00
Amendment Agreement # 1:					
Account	Description	SFY 12 - 13	SFY 14	SFY 15	Total
02-46-46-465010-8234-101-500729	Medical Services	-	7,500.00	7,500.00	15,000.00
Total Contract Amount		\$ 15,000.00	\$ 7,500.00	\$ 7,500.00	\$ 30,000.00

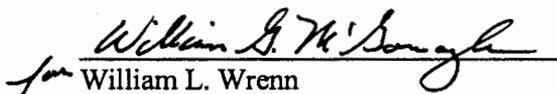
EXPLANATION

This contract, Amendment Agreement # 1, is for the provision of pre-employment and/or fitness for duty examinations. The New Hampshire Department of Corrections has established a policy requiring, as a condition of employment, that a medical examination be performed on all individuals seeking employment to insure that the individual is in good health and can adequately meet the physical and psychological standards in accordance to

RAS 100 A: 1 VII (b) (as amended in 1987) and are able to perform job duties in a safe manner.

Amendment Agreement # 1 shall modify the Agreement's completion date to June 30, 2015 and increase the estimated price limitation of the original contract by \$15,000.00 from \$15,000.00 to \$30,000.00.

Respectfully Submitted,


for 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 The Doctor's Office At Salmon Street P.C. ("Contractor"), a New Hampshire Corporation.

The State and Contractor entered into an agreement with an effective date of July 13, 2011, Pre-Assignment & Fitness for Duty Exam Services Agreement 2011-34 ("Agreement").

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

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 "June 30, 2013" and inserting in its place "June 30, 2015";
2. To amend the Price Limitation in section 1.8 of the original P-37 contract, Agreement, by deleting "\$15,000.00," and inserting in its place "\$30,000.00," a total increase of \$15,000.00;
3. That this amendment shall become effective on the date the N.H. Governor and Executive Council approve the amendment; and
4. 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: Pre-Assignment & Fitness for Duty Exam Services Agreement 2011-34.

STATE OF NEW HAMPSHIRE DEPARTMENT OF CORRECTIONS

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

THE DOCTOR'S OFFICE AT SALMON STREET P.C.

By: William N. Windler, M.D.
Name: William N. Windler, M.D.
Title: President
Date: 02/11/2013

STATE OF New Hampshire
COUNTY OF Hillsborough

On this 11 day of February 2013, before me, Julie Swiadak, the undersigned officer, personally appeared William N. Windler 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.

Julie Swiadak
Notary Public/Justice of the Peace

My Commission Expires: JULIE Z. SWIADAK, Notary Public
My Commission Expires April 15, 2014



Chuck Born
Approval by N.H. Attorney General
(Form, Substance and Execution)

3/10/13
Date

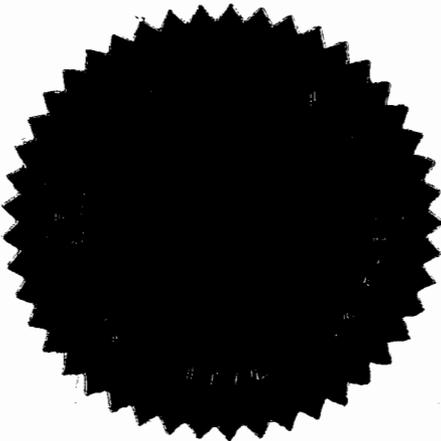
[Signature]
Approved by the N.H. Governor and Executive Council
DEPUTY SECRETARY OF STATE

APR 03 2013
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 THE DOCTOR'S OFFICE AT SALMON STREET P.C. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on June 3, 1987. 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 February, A.D. 2013

A handwritten signature in cursive script, appearing to read "William Gardner", written in black ink.

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: 02/19/2013
Business ID: 114105
William M. Gardner
Secretary of State

THE DOCTOR'S OFFICE AT SALMON STREET P.C.
102 BAY ST
MANCHESTER, NH 03104

ADDRESS OF PRINCIPAL OFFICE:

102 BAY ST
MANCHESTER, NH 03104

REGISTERED AGENT AND OFFICE:

WINDLER, WILLIAM N.
102 BAY STREET
MANCHESTER, NH 03104

ENTITY TYPE: PROFESSIONAL CORPORATION
BUSINESS ID: 114105
STATE OF DOMICILE: NEW HAMPSHIRE

OPERATE A PHYSICIAN'S OFFICE -GENERAL PRACTICE OF
MEDICINE

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

NAME AND BUSINESS ADDRESS (P.O. BOX ACCEPTABLE).
(MUST LIST AT LEAST ONE OFFICER BELOW)

PRES. William Windler, MD
STREET 102 Bay Street
CITY/STATE/ZIP Manchester Nh 03104
NAME
STREET
CITY/STATE/ZIP
NAME
STREET
CITY/STATE/ZIP
NAME
STREET
CITY/STATE/ZIP

BOARD OF DIRECTORS

NAME AND BUSINESS ADDRESS (P.O. BOX ACCEPTABLE).
(MUST LIST AT LEAST ONE DIRECTOR BELOW)

DIR. William Windler, MD
STREET 102 Bay Street
CITY/STATE/ZIP Manchester Nh 03104
NAME
STREET
CITY/STATE/ZIP
NAME
STREET
CITY/STATE/ZIP
NAME
STREET
CITY/STATE/ZIP

NAMES AND ADDRESSES OF ADDITIONAL OFFICERS AND DIRECTORS ARE ATTACHED

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.
All the shareholders, and as many of the directors and officers as may be required under RSA 294-A:20, are qualified persons with respect to the
corporation.

Sign here: William Windler, MD

Please print name and title of signer: William Windler, MD / PRESIDENT
NAME TITLE

FEE DUE: \$100.00

E-MAIL ADDRESS (OPTIONAL):



011410520131009

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 Seal)

I, Julie Z. Swiadras, do hereby certify
(Name of Clerk of the Corporation, can not be the one who signed the contract)

that: I am a duly elected Clerk of The Doctor's Office At Salmon Street, P.C.
(The Corporation)

1. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on 02/4/13
(Date given authority)

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Corrections, for the provision of

Pre-Assignment & Fitness for Duty Exam services.

RESOLVED: That the William N. Windler, MD/President
(Title of the 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.

2. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of 02/11/2013
(Today's date)

3. William N. Windler, MD (is/are) is duly elected
(Name of one who signed contract)

President of the Corporation.
(Title of one who signed the contract)

(CORPORATE SEAL)



Julie Z. Swiadras
Signature of the Clerk of the Corporation

NH DEPARTMENT OF CORRECTIONS
ADMINISTRATIVE RULES

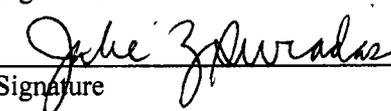
COR 307 Items Considered Contraband. Contraband shall consist of:

- a) Any substance or item whose possession is unlawful for the person or the general public possessing it including but not limited to:
 - (1) narcotics
 - (2) controlled drugs or
 - (3) automatic or concealed weapons possessed by those not licensed to have them.
- b) Any firearm, simulated firearm, or device designed to propel or guide a projectile against a person, animal or target.
- c) Any bullets, cartridges, projectiles or similar items designed to be projected against a person, animal or target.
- d) Any explosive device, bomb, grenade, dynamite or dynamite cap or detonating device including primers, primer cord, explosive powder or similar items or simulations of these items.
- e) Any drug item, whether medically prescribed or not, in excess of a one day supply or in such quantities that a person would suffer intoxication or illness if the entire available quantity were consumed alone or in combination with other available substances.
- f) Any intoxicating beverage.
- g) Sums of money or negotiable instruments in excess of \$100.00.
- h) Lock-picking kits or tools or instruments on picking locks, making keys or obtaining surreptitious entry or exit
- i) The following types of items in the possession of an individual who is not in a vehicle, (but shall not be contraband if stored in a secured vehicle):
- j) Knives and knife-like weapons, clubs and club-like weapons,
 - (1) tobacco, alcohol, drugs including prescription drugs unless prior approval is granted in writing by the facility Warden/designee, or Director/designee,
 - (2) maps of the prison vicinity or sketches or drawings or pictorial representations of the facilities, its grounds or its vicinity,
 - (3) pornography or pictures of visitors or prospective visitors undressed,
 - (4) cell phones and radios capable of monitoring or transmitting on the police band in the possession of other than law enforcement officials,
 - (5) identification documents, licenses and credentials not in the possession of the person to whom properly issued,
 - (6) ropes, saws, grappling hooks, fishing line, masks, artificial beards or mustaches, cutting wheels or string rope or line impregnated with cutting material or similar items to facilitate escapes,
 - (7) balloons, condoms, false-bottomed containers or other containers which could facilitate transfer of contraband.

COR 307.02 Contraband on prison grounds is prohibited. The possession, transport, introduction, use, sale or storage of contraband on the prison grounds without prior approval of the commissioner of corrections or his designee is prohibited under the provision of RSA 622:24 and RSA 622:25.

COR 307.03 Searches and Inspections Authorized.

- a) Any person or property on state prison grounds shall be subject to search to discover contraband...
Travel onto prison grounds shall constitute implied consent to search for contraband. In such cases where implied consent exists, the visitor will be given a choice of either consenting to the search or immediately leaving the prison grounds. Nothing in this rule however, prevents non-consensual searches in situations where probable cause exists to believe that the visitor is or had attempted to introduce contraband into the prison pursuant to the law of New Hampshire concerning search, seizure and arrest.
- b) All motor vehicles parked on prison grounds shall be locked and have the keys removed. Custodial personnel shall check to insure that vehicles are locked and shall visually inspect the plain-view interior of the vehicles. Vehicles discovered unlocked shall be searched to insure that no contraband is present. Contraband discovered during searches shall be confiscated for evidence, as shall contraband discovered during plain-view inspections.
- c) All persons entering the facilities to visit with residents or staff, or to perform services at the facilities or to tour the facilities shall be subject to having their persons checked. All items and clothing carried into the institution shall be searched for contraband.

<u>William N. Windler, MD</u>	<u></u>	<u>02/11/2013</u>
Name	Signature	Date
<u>Julie Z. Swiadas</u>	<u></u>	<u>02/11/2013</u>
Witness Name	Signature	Date

NH DEPARTMENT OF CORRECTIONS
RULES OF CONDUCT FOR PERSONS PROVIDING CONTRACT SERVICES

1. Engaging in any of the following activities with persons under departmental control is strictly prohibited:
 - a. Any contact, including correspondence, other than in the performance of your services for which you have been contracted.
 - b. Giving or selling of anything
 - c. Accepting or buying anything
2. Any person providing contract services who is found to be under the influence of intoxicants or drugs will be removed from facility grounds and barred from future entry to the NH Department of Corrections property.
3. Possession of any item considered to be contraband as defined in the New Hampshire code of Administrative Rules, COR 307 is a violation of the rules and the laws of the State of New Hampshire and may result in legal action under RSA 622:24 or other statutes.
4. In the event of any emergency situation, i.e., fire, disturbance, etc., you will follow the instructions of the escorting staff or report immediately to the closest available staff.
5. All rules, regulations and policies of the NH Department of Corrections are designed for the safety of the staff, visitors and residents, the security of the facility and an orderly flow of necessary movement and activities. If unsure of any policy and procedure, ask for immediate assistance from a staff member.
6. Harassment and discrimination directed toward anyone based on sex, race, creed, color, national origin or age are illegal under federal and state laws and will not be tolerated in the work place. Maintenance of a discriminatory work environment is also prohibited. Everyone has a duty to observe the law and will be subject to removal for failing to do so.
7. During the performance of your services you are responsible to the facility administrator, and by your signature below, agree to abide by all the rules, regulations, policies and procedures of the NH Department of Corrections and the State of New Hampshire.
8. In lieu of Contracted staff participating in the Corrections Academy, the Vendor through the Commissioner or his designees will establish a training/orientation facilitated by the Vendor to supplement this requirement and appropriate orient Vendor staff to the rules, regulations, policies and procedures of the Department of Corrections and the State of New Hampshire.

William N. Windler, MD
Name


Signature

02/11/2013
Date

Julie Z. Swiadas
Witness Name


Signature

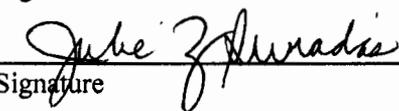
02/11/2013
Date

NH DEPARTMENT OF CORRECTIONS
CONFIDENTIALITY OF INFORMATION AGREEMENT

I understand and agree that all employed by the organization/agency I represent must abide by all rules, regulations and laws of the State of New Hampshire and the NH Department of Corrections that relate to the confidentiality of records and all other privileged information.

I further agree that all employed by or subcontracted through the organization I represent are not to discuss any confidential or privileged information with family, friends or any persons not professionally involved with the NH Department of Corrections. If inmates or residents of the NH Department of Corrections, or, anyone outside of the NH Department of Corrections' employ approaches any of the our organization's employees or subcontractors and requests information, the staff/employees of the organization I represent will immediately contact their supervisor, notify the NH Department of Corrections, and file an incident report or statement report with the appropriate NH Department of Corrections representative.

Any violation of the above may result in immediate termination of any and all contractual obligations.

<u>William N. Windler, MD</u>		<u>02/11/2013</u>
Name	Signature	Date
<u>Julie Z. Swiadis</u>		<u>02/11/2013</u>
Witness Name	Signature	Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/5/2013

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 Aspen Insurance Agency P O Box 510 Manchester NH 03105	CONTACT NAME: Allison Canfield PHONE (A/C, No, Ext): (603) 647-0800 E-MAIL ADDRESS: acanfield@aspen-Ins.com	FAX (A/C, No): (603) 647-0330
	INSURER(S) AFFORDING COVERAGE	
INSURED Doctor's Office @ Salmon St. PC 102 Bay Street Manchester NH 03104	INSURER A: Utica Mutual Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL1311605927 **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	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			4354880	12/31/2012	12/31/2013	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 2,000,000
							GENERAL AGGREGATE \$ 4,000,000
							PRODUCTS - COMP/OP AGG \$ 4,000,000
							\$
	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) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR						AGGREGATE \$
	EXCESS LIAB						\$
	<input type="checkbox"/> CLAIMS-MADE						\$
	DED						\$
	RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			4382663	12/31/2012	12/31/2013	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)	<input type="checkbox"/> Y/N	N/A				E.L. EACH ACCIDENT \$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 100,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER New Hampshire Department of Corrections PO 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 Allison Canfield/ALLI <i>Allison Canfield</i>



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/6/2013

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 Wieczorek Insurance 166 Concord St. Manchester NH 03104	CONTACT NAME: Sylvia Allard PHONE (A/C No. Ext): (603) 668-3311 E-MAIL ADDRESS: sallard@wizinsurance.com FAX (A/C No.): (603) 668-8413																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : NHMMJUA</td> <td></td> <td></td> </tr> <tr> <td>INSURER B :</td> <td></td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A : NHMMJUA			INSURER B :			INSURER C :			INSURER D :			INSURER E :			INSURER F :	
INSURER(S) AFFORDING COVERAGE		NAIC #																			
INSURER A : NHMMJUA																					
INSURER B :																					
INSURER C :																					
INSURER D :																					
INSURER E :																					
INSURER F :																					
INSURED William N. Windler M.D. c/o The Doctors Office 102 Bay St. Manchester NH 03104																					

COVERAGES **CERTIFICATE NUMBER: CL132604075** **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	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	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) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Medical Malpractice Occurrence Form			NHJUA11148	6/15/2012	6/15/2013	Each Incident \$1,000,000 Aggregate Limit \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Certificate of Insurance is issued subject to the terms and conditions of the policy.

CERTIFICATE HOLDER jennifer.lind@nhdoc.state. New Hampshire Department of Corrections PO Box 1806 Concord, NH 03302-1806	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 Robert Wieczorek/SALL
---	---

Change of Address must be reported in writing to:
New Hampshire Board of Medicine
2 Industrial Park Dr - STE 8
Concord, NH 03301-6520 (603) 271-1200

State of New Hampshire
BOARD OF MEDICINE
WILLIAM N WINDLER, MD

License #:
Issued: 9/7/1978



has been duly registered to practice medicine
in this state through 06/30/2014

Robert J. Anderson

President

State of New Hampshire
BOARD OF MEDICINE

MELBA GUSSY C QUITAYEN, PA

License #:

Issued: 11/2/2011



is entitled to practice for the year ending
12/31/2013

The Doctor's Office
Melba Gussy C. Quitayen , PA-C

Employment History

Physician Assistant

October 2011- present
Internal Medicine / Occupational Medicine
The Doctor's Office
Manchester, NH

Applicable skills:

1. Manages patients with chronic conditions such as hypertension, diabetes, hyperlipidemia, obesity, depression or anxiety, fibromyalgia, chronic pain, ADHD, CHF, new onset/ chronic atrial fibrillation .
2. Responsible for diagnosing and treating acute or urgent care needs such as acute pulmonary infections , genito-urinary infections, acute skin problems, acute sprains/strains/fracture, hypertensive urgencies /emergencies.
3. Provides annual physical exam to adults of both sexes including women's yearly breast and PAP exam and management of related women's health including menopause, osteoporosis, vaginal infections.
4. Provides medical assistance and support for patients with chemical dependency.
5. Performs complete physical examinations for commercial motor vehicle drivers as mandated by the Department of Transportation.
6. Performs complete physical examinations for students of all ages as required by their school district or by private athletic programs.
7. Diagnose , treat and manage patients with acute injury as related to the worker's compensation protocol.

Other Healthcare-Related Employment History

Generalist Medical Technologist :
performed diagnostic testings in the
areas of Clinical Chemistry, Hematology,
Microbiology, Serology, Urinalysis

Catholic Medical Center,
Manchester, NH
January 2005 – February 2009

Generalist Medical Technologist

New Hampshire Oncology-Hematology,
Hooksett, NH
August 2005 – March 2009

Generalist Medical Technologist

Elliot Hospital satellite lab
Hooksett, NH
October 2009 – March 2009

Generalist Medical Technologist

St. Joseph's Hospital,
Nashua, NH
April 2008 –August 2008

Education, Licensure and Certification

Masters in Physician Assistant Studies

Massachusetts College of Pharmacy and Health Sciences
Manchester, NH

Bachelor of Science in Medical Technology/Clinical Laboratory Science

Velez College, Cebu City, Philippines

NH Licensed PA-C

Certified medical technologist with the American Medical Technologists (AMT)

Licensed medical technologist, Philippine Regulation Commission (PRC)

This contract is for the provision of pre-employment and/or fitness for duty examinations: The New Hampshire Department of Corrections has established a policy requiring, as a condition of employment, that a medical examination be performed on all individuals seeking employment to insure that the individual is in good health and can adequately meet physical and psychological standards in accordance to RSA 100A: 1 VII (a) (as amended in 1987) and are able to perform job duties in a safe manner.

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: Linda McDonald, Program Specialist II, Division of Human Resources, Donna Maltais, Acting Director of Nursing, Division of Medical/Forensic Services and Gary Arceci, Financial Manager, Division of Administration.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "William L. Wren", 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

**Pre-Assignment and Fitness for Duty Exam Services
RFP Scoring Matrix
NHDOC 11-02-GFHR**

Respondents:

- The Doctor's Office at Salmon Street P.C., 102 Bay Street, Manchester, NH 03304
- Occupational Health Centers of the Southwest, P.A., d/b/a Concentra Medical Centers, 5080 Spectrum Drive, #1200W, Addison, TX 75001

Scoring Matrix Criteria:

- Proposals were evaluated based on the proven ability of the respondents to satisfy the provisions to include the technical requirements set forth in the Exhibit A, Scope of Services.
 1. Total Estimated Cost – 60 points
 2. Ability to Provide Services – 25 points
 - a. Ability to provide immediate services;
 - b. Credentials, correctional experience demonstrated through qualifications, licensures, certifications of employees providing services; and
 - c. Provide services to both Northern and Southern regional areas.
 3. Financial Stability, Organizational Resources and Capability – 10 points
 - a. Financial stability; and
 - b. Implementation plan, staffing resources and organization history.
 4. References – 5 points

RFP – NHDOC 11-02-GFHR Scoring Matrix			
Scoring Matrix Criteria		Respondents	
RFP Evaluation Criteria	RFP Point Value	Doctor's Office at Salmon Street P.C.	Occupational Health Centers of the Southwest, P.A., d/b/a Concentra Medical Centers
Total Estimated Cost	60 points	60	50
Ability to Provide Services	25 points	25	22
Financial Stability, Organizational Resources and Capability	10 points	9	10
References	5 points	5	5
Total Score	100 points	99	87

Contract Award: The Doctor's Office at Salmon Street P.C., 102 Bay Street, Manchester, NH 03304



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**Pre-Assignment and Fitness for Duty Exam Services
RFP Bid Evaluation and Summary
NHDOC 11-02-GFHR**

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:

- The NH Department of Corrections shall conduct an objective review of the proposal(s) received in response to this RFP process. The evaluation will be based on the prospective Vendor who can demonstrated capabilities of the prospective Vendor in relation to the needs of th services to be provided as set forth in this RFP. Specific criteria are:
 - a. Total Estimated Cost – 60 points
 - b. Ability to Provide Services – 25 points
 - d. Financial Stability, Organizational Resources and Capability – 10 points
 - e. 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 11-02-GFHR RFP.
 - a. The contract will be awarded to the Bidder that demonstrates compliance to the required specifications set forth under Section B, Scope of Services, Item # 6, Description of Pre-Assignment and Fitness for Duty Exam Services, as long as the Vendor's estimated cost, ability to provide services, financial stability, organizational resources and capability and references are acceptable to the NH Department of Corrections.

Evaluation Team Members:

- a. Linda McDonald, Program Specialist II, Division of Human Resources
- b. Donna Maltais, Acting Director of Nursing, Medical/Forensic Services
- c. Gary Arceci, Financial Manager, Division of Administration

RFP-NHDOC 11-02-GFHR Respondents:

Contract Term: July 1, 2011 through June 30, 2013	
The Doctor's Office at Salmon Street P.C.	102 Bay Street, Manchester, NH 03104
Occupational Health Centers of the Southwest, P.A., d/b/a Concentra Medical Centers	5080 Spectrum Drive, #1200W, Addison, TX 75001



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Pre-Assignment and Fitness for Duty Exam Services
RFP Evaluation Committee Member Qualifications
NHDOC 11-02-GFHR

Linda McDonald, Program Specialist II, Division of Human Resources:

Ms. McDonald has served in a variety of Human Resource roles during her professional career and has been employed with the NH Department of Corrections since December 2005. As the Program Specialist II for the NH Department of Corrections, Ms. McDonald is responsible for all recruiting aspects for prospective NH Department of Corrections employees. Ms. McDonald has been a Human Resource Professional since 1993 and has worked in the areas of a general clerk, payroll, training, FMLA and worker's compensation functions.

Donna Maltais, RNBC, MBA, CHCA, Acting Director of Nursing, Medical/Forensic Services:

Ms. Maltais has served as the Acting Director of Nursing since 2002 and has been a correctional nurse for 29 years and is a board certified nurse in mental health and in Health Care Administration. She has a specific knowledge of correctional health care as well as psychiatric nursing. She is acutely aware of the impact nurses have on inmates in the delivery of care in a correctional environment.

Gary P. Arceci, MBA, Financial Manager, Division of Administration:

Mr. Arceci began his career with the Department of Corrections in 2001 as the Agency Audit Manager. Mr. Arceci was promoted to the position of Financial Manager in 2004. In this position, Mr. Arceci is responsible for all accounting, financial reporting and financial analysis functions for the Department. Mr. Arceci has a Bachelor of Science in Economics and Finance from the Southern New Hampshire University and a Master of Business Administration degree from Franklin Pierce University. Mr. Arceci is a member of Sigma Beta Delta, an international honor society for business, management and administration.



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William L. Wrenn
Commissioner

Bob Mullen
Director

Pre-Assignment and Fitness for Duty Exam Services
Bidders List
NHDOC 11-02-GFHR

Androscoggin Valley Hospital

59 Page Hill Road
Berlin, NH 03570
Russell G. Keene, CEO
Contact Person: Susan Lessard, ARNP
Occupational Health Coordinator
603-326-5797
susan.lessard@avnhn.org
www.avnhn.org

Concentra

1 Pillsbury Street
Concord, NH 03301

Corporate Office
5080 Spectrum Drive
Suite 1200 West
Addison, TX 75001
Contact Person: Tony Silver
508-243-4948 •
Tony_Silva@concentra.com

Coos County Family Health Services

133 Pleasant Street
Berlin, NH 03570
Adele Woods, M.S., CEO
Contact Person:
Occupational Health Coordinator
603-752-2040
info@ccfhs.org
www.coosfamilyhealth.org

Littleton Regional Hospital

600 St. Johnsbury Road
Littleton, NH 03561
Warren West, FACHE, CEO
Contact Person: Wendy Mason
Manager, Occupational Health Department
603-444-9294
wmason@littletonhospital.org
occhealth@littletonhospital.org

The Doctor's Office at Salmon Street P.C.

102 Bay Street
Manchester, NH 03104
William N. Windler, MD, President
Contact Person: Julie Swiadas
603-625-1724
j.z.swiadas@verizon.net
www.thedoctorsofficenh.net

Subject: Pre-Assignment & Fitness for Duty Exam Services

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Corrections		1.2 State Agency Address 105 Pleasant Street, Concord, NH 03301	
1.3 Contractor Name The Doctor's Office at Salmon St, PC		1.4 Contractor Address 102 Bay Street Manchester, NH 03104	
1.5 Contractor Phone Number 603-625-1724	1.6 Account Number 02-46-46-5010-8234 101-580729	1.7 Completion Date June 30, 2013	1.8 Price Limitation \$15,000.00
1.9 Contracting Officer for State Agency William L. Wrenn, Commissioner		1.10 State Agency Telephone Number (603) 271-5603	
1.11 Contractor Signature <i>[Signature]</i>		1.12 Name and Title of Contractor Signatory William N. Windler, MD - President	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>02/08/2011</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 <i>[Signature]</i>			
1.13.2 Name and Title of Notary or Justice of the Peace JULIE Z. SWIADAS, Notary Public My Commission Expires April 15, 2014			
1.14 State Agency Signature <i>[Signature]</i>		1.15 Name and Title of State Agency Signatory William L. Wrenn, Commissioner	
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: <i>[Signature]</i> On: <u>6/24/11</u>			
1.18 Approval by the Governor and Executive Council By: <i>[Signature]</i> DEPUTY SECRETARY OF STATE JUL 13 2011			

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.

8. EVENT OF DEFAULT/REMEDIES.

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

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

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

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

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

Contractor Initials
Date 02/08/11

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.

SECTION B: Scope of Services, Exhibit A

1. Purpose:

The Contractor shall provide Pre-Assignment and Fitness for Duty Exam Services in accordance to the medical guidelines adopted from the NH Police Standards & Training Council by Board Certified Occupational Health Physicians, certified Advanced Registered Nurse Practitioners (ARNP) or certified Physician Assistants (PA) duly licensed to practice in the State of New Hampshire for the NH Department of Corrections.

2. Terms of Contract:

Contract(s) awarded by the NH Department of Corrections as a result of this RFP is expected to be effective for the period beginning July 1, 2011 through June 30, 2013 with an option to renew, upon mutual agreement between the parties, for one (1) additional period of up to two (2) years only after the approval by the Commissioner of Corrections and the Governor and Executive Council (G&C) of the State of New Hampshire.

3. Location of Services:

3.1. Location of Services: The Northern Region shall consist of the Northern NH Correctional Facility, Berlin, NH. The Southern Region shall consist of the NH State Prison for Men (NHSP-M) and the Secure Psychiatric Unit, Concord, NH and the NH State Prison for Women (NHSP-W), Goffstown, NH. The Vendor(s) shall indicate below which Regional Area Location(s) (either Northern Region or Southern Region or both Regional Area locations) that they are interested in providing said services for the NH Department of Corrections by marking the gray box(es), below, with an X:

Northern Region - NHDOC Northern NH Correctional Facility Location		
<input type="checkbox"/> Northern NH Correctional Facility (NCF)	<input type="checkbox"/> 138 East Milan Road,	<input type="checkbox"/> Berlin, NH 03570
Southern Region - NHDOC Southern NH Correctional Facility Locations		
<input type="checkbox"/> NH State Prison for Men (NHSP-M)	<input type="checkbox"/> 281 North State Street,	<input type="checkbox"/> Concord, NH 03301
<input type="checkbox"/> Secure Psychiatric Unit (SPU)	<input type="checkbox"/> 281 North State Street,	<input type="checkbox"/> Concord, NH 03301
<input type="checkbox"/> NH State Prison for Women (NHSP-W)	<input type="checkbox"/> 317 Mast Road,	<input type="checkbox"/> Goffstown, NH 03045

3.2. Partial Proposals for requested services for the Southern Regional Area shall not be accepted.

4. Credentials: All examinations shall be performed by Board Certified Occupational Health Physicians, certified Advanced Registered Nurse Practitioners (ARNP) or certified Physician Assistants (PA) duly licensed to practice in the State of New Hampshire.

4.1. The Vendor will provide proof of licensures, certifications and/or qualifications of the professionals providing requested services.

4.2. The State and/or NH Department of Corrections shall not be responsible for expenses incurred by the Vendor's Professional Medical Staff and/or Vendor's business entity to maintain current medical licensures, certifications and continuing education costs.

5. Average Projected Inmate/Patient Population: (NOT APPLICABLE)

Vendor Initials: 

6. Description of Pre-Assignment and Fitness for Duty Exam Services:

6.1. Pre-Assignment Examinations:

- 6.1.1. Pre-Assignment Examinations will be scheduled after the applicant has accepted a conditional offer of employment.
- 6.1.2. Documentation will be recorded on forms provided by the NH Department of Corrections.
- 6.1.3. Applicants will receive a Physical Evaluation Packet at the time of the offer of employment (contents attached) and a completed Medical History Form prior to reporting for their examination.
- 6.1.4. The examination will include:
 - 6.1.4.1. Medical and Occupational History;
 - 6.1.4.2. Physical Examination of all body systems;
 - 6.1.4.3. TB Screening:
 - a. Mantoux Skin Test will be administered to all applicants unless specifically waived by the NH Department of Corrections for section 6.1.5.2.
 - b. Symptoms check will be performed for individuals with history of previous positive skin test or determined by the examiner; and
 - c. Chest X-Ray (CXR) if applicable to be determined by the examiner;
 - 6.1.4.4. Audiology Screening via pure tone audiometer for Officer applicants only;
 - 6.1.4.5. Urinalysis (u/a) via dipstick; and
 - 6.1.4.6. Electrocardiogram (EKG) per community clinical standards.
- 6.1.5. Addressing significant findings:
 - 6.1.5.1. Positive responses to Items 11-24 on the Medical History Form must be addressed and commented upon in Item 28 of that form; and
 - 6.1.5.2. Positive clinical findings in Items 7-20 on the Physical Examination Form and must be addressed in Item 21 of that form.
- 6.1.6. Distribution:
 - 6.1.6.1. Applicant is to receive the following documents at the conclusion of the examination:
 - a. TB Screening/Immunization Record when Mantoux Skin Test is performed; if symptom check is performed, DO NOT give this form to the applicant;
 - b. Front Door Pass Memo;
 - c. The last copy of the Occupational Health Form;
 - d. Medical Follow-Up Notice, if applicable; and
 - e. Audiology Referral Memorandum and Medical Standards for recourse audiology testing, if applicable;
 - 6.1.6.2. NH Department of Corrections is to receive the originals of all forms included in the packet, marked "Confidential" and mailed to:

NH Department of Corrections
Bureau of Human Resources
Attn: Director of Human Resources
P.O. Box 1806
Concord, NH 03302-1806

Vendor Initials: *WV*

- 6.1.6.3. Vendor is to retain copies of form included in the packet.
 - 6.1.6.4. Any additional testing/procedures performed by the Vendor, other than an EKG and CXR as referred to previously, will require prior authorization and approval by the NH Department of Corrections, Director of Human Resources.
- 6.2. Fitness for Duty Determination:
- 6.2.1. General Fitness for Duty Examinations:
 - 6.2.1.1. At the request of the NH Department of Corrections, employees may be scheduled to have an evaluation of their health status as it relates to:
 - a. their physical capacity to perform their required duties, or; and
 - b. to the communicability of disease.
 - 6.2.1.2. These evaluations are tailored to the occupation of the employee and the environment in which the employee works.
 - 6.2.2. Duty-Specific Evaluations:

The evaluations are for the purposes of meeting acceptable safety and health practices for individuals who are required to use specialized equipment for particular duty assignments; to include, but not limited to the wearing of tight fitting respirators.

 - 6.2.2.1. The Contractor will execute a standard Medical Questionnaire Review for the fee specified in Exhibit B to include all administrative paperwork and phone consultations with the employee and/or the Administrator of Employee Health Services.
 - 6.2.2.2. If the examiner determines that an examination is necessary, the Medical Questionnaire Review fee will be waived and the Fitness for Duty fee as specified in Exhibit B will apply.
- 6.3. Immunizations:
- 6.3.1. Correctional Officers and direct patient care Health Services staff will be offered the Hepatitis B vaccine, consisting of a series of three (3) injections.
 - 6.3.2. Administration of the series will begin after the date of hire.
 - 6.3.3. Employees are responsible for making and keeping appointments for receiving the vaccine.
7. General Service Provisions:
- 7.1. NH Department of Corrections Contact: The Director of Human Resources or designee shall contact the Vendor when service is needed.
 - 7.2. Vendor Tools and Equipment: The Vendor must furnish the required tools and equipment necessary to provide the requested services of the Contract. Any 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.
 - 7.3. Rules and Regulations: The Vendor agrees to comply with all rules and regulations of the NH Department of Corrections.
 - 7.4. Additional Facilities: Upon agreement of both parties, additional facilities belonging to the NH Department of Corrections may be added to the Contract. This provision will require Governor and Executive Council approval.
 - 7.5. Vendor Employee Information: The Vendor will be responsible for providing the Name, Date of Birth (DOB), and Social Security number of all employees the Vendor plans to enter the NH Department of Corrections facilities.

Vendor Initials 

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 enter these facilities. Names must be submitted to the NH Department of Corrections, Director of Human Resources, P.O. Box 1806, Concord, NH 03302, 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.

- 7.6. 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.
- 7.7. Vendor Designated Liaison: The Vendor shall designate a representative to act as a liaison between the Vendor and the NH Department of Corrections for the duration of the Contract. The Vendor shall notify the NH Department of Corrections of such named Liaison 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.
- 7.7.1. 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.
- 7.7.2. 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.
- 7.7.3. Changes of the named Liaison by the Vendor must be made in writing and forwarded to: NH Department of Corrections, Director of Human Resources, P.O. Box 1806, Concord, NH 03302.
- 7.8. Vendor Liaison's Responsibilities: The representative shall be responsible for:
- 7.8.1. 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;
- 7.8.2. monitoring the Vendors compliance with the terms of the Contract;
- 7.8.3. 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
- 7.8.4. meeting with representatives of NH Department of Corrections on a periodic or as-needed basis to resolve issues which may arise.
- 7.9. 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 NH Department of Corrections 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:

Vendor Initials: 

- 7.9.1. 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;
 - 7.9.2. monitoring compliance with the terms of the Contract;
 - 7.9.3. 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;
 - 7.9.4. meeting with the Vendor's representative on a periodic or as-needed basis and resolving issues which arise; and
 - 7.9.5. informing the Vendor of any discretionary action taken by NH Department of Corrections pursuant to the provisions of the Contract.
- 7.10. Reporting Requirements: The Vendor shall provide reports as requested below:
- 7.10.1. the Vendor shall provide any and all reports as requested on an as needed basis according to a schedule and format to be determined by the NH Department of Corrections including but not limited to monthly summary of the sales of services provided by the inmates/patients;
 - 7.10.2. any information requested by the NH Department of Corrections; and
 - 7.10.3. 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;
- 7.11. Performance Evaluation: NH Department of Corrections shall, at its sole discretion:
- 7.11.1. monitor and evaluate the Vendor's compliance with the terms of the Contract;
 - 7.11.2. meet with the Vendor at a minimum of twice 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; and
 - 7.11.3. 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.
8. **Other Contract Provisions:**
- 8.1. 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.
 - 8.1.1. The Department of Corrections has the right to terminate the Contract, if the NH Department of Corrections determines that the Vendor is:
 - not in compliance with the terms of the Contract, or; and
 - as otherwise permitted by law or as stipulated within this Contract.
 - 8.2. Coordination of Efforts: The Vendor shall fully coordinate their 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.
 - 8.3. Disabilities Act and the Governor's Commission of the Disabled: The Vendor must be equipped to provide handicap access to services as per the American's with Disabilities Act and the Governor's Commission of the Disabled.

Vendor Initials: 

9. Bankruptcy or Insolvency Proceeding Notification:

- 9.1. 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.
- 9.2. 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.

10. Embodiment of the Contract:

- 10.1. The Contract between the NH Department of Corrections and the Vendor shall consist of:
 - 10.1.1. the Request for Proposal (RFP) and any amendments thereto;
 - 10.1.2. the proposal submitted by the Vendor in response to the RFP; and/or
 - 10.1.3. 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 Commissioner of the NH Department of Corrections and the Governor and Executive Council of the State of New Hampshire.
- 10.2. 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 10.1.3. shall govern.
- 10.3. 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.

11. Cancellation of Contract:

- 11.1. 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.
- 11.2. 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.
- 11.3. 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.
- 11.4. The NH Department of Corrections reserves the right to cancel the Contract for the convenience of the State with no penalties by giving the Vendor sixty (60) days notice of said cancellation.

12. 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.

13. 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.

Vendor Initials *WH*

14. Additional Items/Locations:

Upon agreement of both parties, additional equipment and/or other facilities 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.

15. Information:

- 15.1. In performing its obligations under the Contract, the Vendor may gain access to information of the inmates/patients, including confidential information. The Vendor shall not use information developed or obtained during the performance of, or acquired or developed by reason of the Contract, except as is directly connected to and necessary for the Vendor's performance under the Contract.
- 15.2. The Vendor agrees to maintain the confidentiality of and to protect from unauthorized use, disclosure, publication, reproduction and all information of the inmate/patient that becomes available to the Vendor in connection with its performance under the Contract.
- 15.3. In the event of unauthorized use or disclosure of the inmates/patients information, the Vendor shall immediately notify the NH Department of Corrections.
- 15.4. All material developed or acquired by the Vendor, as a result of work under the Contract shall become the property of the State of New Hampshire. No material or reports prepared by the Vendor shall be released to the public without the prior written consent of NH Department of Corrections.

16. Special Notes:

- 16.1. The headings and footings of the sections of this document are for convenience only and shall not affect the interpretation of any section.
- 16.2. The NH Department of Corrections reserves the right to require use of a third party administrator during the life of the Contract.
- 16.3. 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.
- 16.4. 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:
 - 16.4.1. give the Contractor fourteen (14) days written notice of the proposed change; and
 - 16.4.2. secure the Contractor's written agreement to the proposed changes.
- 16.5. 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.
- 16.6. Any change in the Contract including the Vendor responsibilities and NH Department of Corrections responsibilities described herein, whether by modification and or supplementation, must be accomplished by a formal Contract amendment signed and approved by and between the duly authorized representatives of the Vendor and the NH Department of Corrections approved by the Governor and Executive Council.

The remainder of this page is intentionally blank.

Vendor Initials: 

17. Appointment Scheduling Options (check the appropriate box):

<u>Availability:</u>	<u>Yes</u>	<u>No</u>
Appointment within twenty-four (24) hours	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Appointment within forty-eight (48) hours	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Appointment within seventy two (72) hours	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Appointment within one (1) week	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Weekend appointments available	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Evening appointments available	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Vendor Initials: WW

SECTION C: Method of Payment/Estimated Budget, Exhibit B

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 submitted no later than sixty (60) days post date of services rendered.
- 1.3. Invoices shall be sent to the NH Department of Corrections, c/o Director of Human Resources, PO Box 1806, Concord, NH 03302-1806
- 1.4. Once approved, the original invoices shall be forwarded to the Accounts Payable division of the Department's Bureau of Financial Services for processing and issuance of payment.
- 1.5. The NH Department of Corrections may make adjustments to the payment amount identified on a Vendors 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.
- 1.6. 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:
 - 1.6.1. invoice date & number, facility and clients name receiving the Pre-Assigned and/or Fitness for Duty Exam;
 - 1.6.2. quantity, description of services rendered;
 - 1.6.3. dates of said service(s); and
 - 1.6.4. cost of services.
- 1.7. Contractor invoices shall be limited to services performed according to the Pricing Schedule Quotation.
- 1.8. 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.

The remainder of this page is intentionally blank.

Vendor Initials: 

2. Estimated Budget:

PRICING SCHEDULE QUOTATION AND ESTIMATED BUDGET

Name of Contractor: (must be the same as found of the Certificate of Good Standing)	<i>The Doctor's Office at Salmon St, PC</i>
---	---

Item #	Description of Services	Est. Vol.	Quotation	Total Cost (Est. Vol. X Quotation)
1.	Pre-Assignment Physical Examination for Officers (inclusive of Mantoux, Dipstick u/a & Audiology)	50	\$85.00	\$4,250.00
2.	Pre-Assignment Physical Examination for Civilians (inclusive of Mantoux & Dipstick u/a)	30	\$75.00	\$2,250.00
3.	Audiology Screen using Audiometer	10	\$10.00	\$100.00
4.	Mantoux Test	20	\$5.00	\$100.00
5.	Electrocardiogram (EKG)	5	\$35.00	\$175.00
6.	Chest X-Ray (CXR)	5	\$50.00	\$250.00
7.	Hepatitis B Vaccine - [Series of three (3)] -- COST PER DOSE	5	\$60.00	\$300.00
8.	General Fitness for Duty Examination (specific to occupational demands and/or individual medical condition)	1	\$60.00	\$60.00
9.	Duty Specific Fitness for Duty Evaluation (inclusive of Medical Questionnaire Review)	1	\$15.00	\$15.00

Annual Est. Budget (Sum of Total Cost Column)

\$ 7,500.00

Total Est. Budget (Total Cost Column X 2 Years)

\$ 15,000.00

Vendor Initials: *WN*

Section D: Special Provisions, Exhibit C

1. Special Provisions:

- 1.1. 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.

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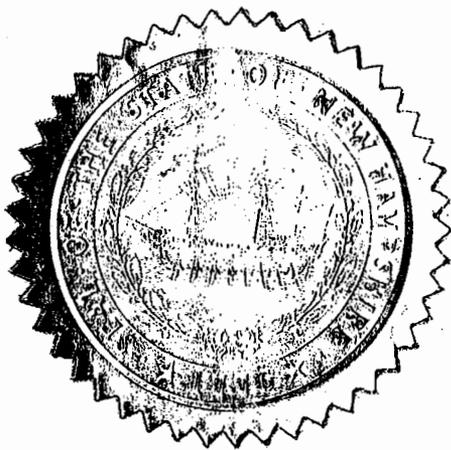
WNO

Vendor Initials: _____

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 THE DOCTOR'S OFFICE AT SALMON STREET P.C. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on June 3, 1987. 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 3rd day of June, A.D. 2011

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY/VOTE
(Corporation with Seal)

1. Julie Z. Swiadas, do hereby certify
(Name of Clerk of the Corporation, can not be the one who signed the contract)

that: I am a duly elected Clerk of The Doctor's Office at Salmon St, PC.
(The Corporation)

1. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on 02/08/11
(Date given authority)

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Corrections, for the provision of

Proposed medical Services services.

RESOLVED: That the President
(Title of the 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.

2. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of 02/08/11
(Today's date)

3. William N. Windler, MD - President (is/are) is duly elected
(Name of one who signed contract)

President of the Corporation.
(Title of one who signed the contract)

(CORPORATE SEAL)

Julie Z. Swiadas
Signature of the Clerk of the Corporation





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/19/2011

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 Aspen Insurance Agency P O Box 510 Manchester NH 03105	CONTACT NAME: Karen Case
	PHONE (A/C No. Ext): (603) 647-0800 FAX (A/C No): (603) 647-0330 E-MAIL ADDRESS: kcase@aspen-ins.com PRODUCER CUSTOMER ID #: 00001206
INSURED Doctor's Office @ Salmon St.PC 102 Bay Street Manchester NH 03104	INSURER(S) AFFORDING COVERAGE
	INSURER A: Utica Mutual Insurance Company
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES CERTIFICATE NUMBER: CL111904177 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	ADOL SUBR INSR 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		4354880	12/31/2010	12/31/2011	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" 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"/> 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) \$ \$ \$
	UMBRELLA LIAB EXCESS LIAB DEDUCTIBLE RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y	N/A 4382663	12/31/2010	12/22/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	William Windler is Excluded					

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

CERTIFICATE HOLDER The NH Department of Corrections PO Box 1806 Concord, NH 03302-1806	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 Karen Case/KAREN



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/16/2011

PRODUCER Direct	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 Nancy E. Kalinski, PA c/o The Doctor's Office 102 Bay Street Manchester NH 03104	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURERS AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: NHMMJUA</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: NHMMJUA		INSURER B:		INSURER C:		INSURER D:		INSURER E:	
INSURERS AFFORDING COVERAGE	NAIC #												
INSURER A: NHMMJUA													
INSURER B:													
INSURER C:													
INSURER D:													
INSURER E:													

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/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$ \$								
	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 EA ACC \$ AUTO ONLY: AGG \$								
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$								
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">WC STATUTORY LIMITS</td> <td style="width: 50%;">OTHER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATUTORY LIMITS	OTHER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
WC STATUTORY LIMITS	OTHER												
E.L. EACH ACCIDENT	\$												
E.L. DISEASE - EA EMPLOYEE	\$												
E.L. DISEASE - POLICY LIMIT	\$												
A	OTHER Professional Liability	NHJUA12164	05/12/2011	05/12/2012	\$1,000,000 each medical incident \$3,000,000 aggregate								

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

CERTIFICATE HOLDER

The New Hampshire Department of Corrections
 P O Box 1806
 Concord NH 03302-1806
 Attn: Jennifer Lind
 Fax: 1-603-271-5639

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 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.

AUTHORIZED REPRESENTATIVE

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

The Certificate of Insurance on the reverse side of this form 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.

\$2,000,000 Per Claim \$2,000,000 Per Incident/Occurrence \$4,000,000 General Aggregate

Signature & Title

[Handwritten Signature]
MS Pres.

02/08/11
Date

This acknowledgement must be returned with your proposal.