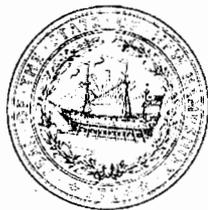


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# New Hampshire Veterans Home

139 Winter Street  
Tilton, NH 03276-5415



Margaret D. LaBrecque  
Commandant

Telephone: (603) 527-4400  
Fax : (603) 286-4242

April 17, 2018

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

### REQUESTED ACTION

Authorize the New Hampshire Veterans Home to enter into a contract with Silver Birch Geriatrics, 84 Central Ave, Dover NH 03820, (Vendor #252984 ), in the amount of \$125,400, for the sole purpose of providing on-site Geropsychiatric services for the New Hampshire Veterans Home, with the option to renew for an additional two year period, effective upon Governor & Council approval for the period July 1, 2018 through June 30, 2021.

Funding Source 28% Federal, 25 % Agency Incomes, 47% General Fund.

Funding is available in 05-43-43-430010-5359, New Hampshire Veterans Home, Professional Services, in FY19 as follows with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified.

	<u>FY 2019</u>	<u>FY2020</u>	<u>FY2021</u>
#-046-500462 Non Benefited Med -Consultants	\$41,800	\$41,800	\$41,800

### EXPLANATION

This contract provides for geriatric Psychiatrist services at the New Hampshire Veterans Home. In December 2017, the New Hampshire Veterans Home advertised for bids on the State of NH Purchase and Property web site as well as the New Hampshire Veterans Home web site for Gero Psychiatric Services. Silver Birch Geriatrics was the only vendor that responded to the RFP. The contract provides for a regular set schedule of onsite gero-psychiatric care along with evaluation/consultations; emergency consultation/crisis intervention; in service training to staff on gero-psychiatry, aging/mental health; psychotropic medications, non-pharmacological intervention; pre admission consultation; and also includes attending physician services for specialized dementia care. The Home is pleased with the credentials and services provided by this contractor and as such feels comfortable awarding this contract. This contract includes a two-year extension option that may be exercised at the end of the three year term with Governor and Council approval

This contract has been approved by the Attorney General's Office as to form, substance and execution. Your favorable action on this request would be appreciated.

Respectfully Submitted,

Margaret D. LaBrecque  
Commandant

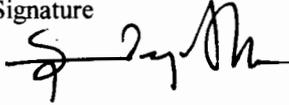
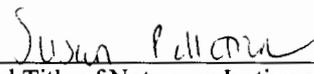
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Veterans Home		1.2 State Agency Address 139 Winter Street, Tilton, NH 03276	
1.3 Contractor Name Silver Birch Geriatrics  Gero-psychiatric services		1.4 Contractor Address 84 Central Ave, Dover, NH 03820	
1.5 Contractor Phone Number 603-842-4747	1.6 Account Number 05-43-430010-5359-500462	1.7 Completion Date June 30, 2021	1.8 Price Limitation \$125,400.00
1.9 Contracting Officer for State Agency Armand Plourde		1.10 State Agency Telephone Number 603-527-4847	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Sandeep Sobti, MD. President	
1.13 Acknowledgement: State of <u>NEW HAMPSHIRE</u> County of <u>BEKNAF</u> On <u>APRIL 5, 2018</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 1.12, 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 [Seal] 			
1.13.2 Name and Title of Notary Public or Justice of the Peace SUSAN PELLETIER, NOTARY PUBLIC			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory ARMAND PLOURDE - DIRECTOR OF ADMINISTRATIVE SERVICES	
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) (if applicable)  By:  On: <u>4/23/18</u>			
1.18 Approval by the Governor and Executive Council (if applicable)  By: _____ On: _____			

**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**  
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("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. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. 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

Contractor Initials SD  
Date 4/5/16

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 notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and 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 \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form 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.

**EXHIBIT A**  
**SCOPE OF SERVICES**

**A. Scope Of Services:**

The New Hampshire Veterans Home proposes to enter into an agreement with a contractor to provide one (1) day per week on-site gero-psychiatric services for the New Hampshire Veterans Home that shall include Gero-psychiatric Evaluations/Consultations; Emergency Consultation/Crisis Intervention; Psychopharmacological Management; Consultation with Interdisciplinary Care Teams; In-Service Training to Staff on Gero-psychiatry, Aging/Mental health, Psychotropic Medications, Non-Pharmacological Intervention etc.; Pre-Admission Consultation.

The contractor will also provide an additional two (2) days per month as Attending Physician Services for specialized dementia care.

1. The Contractor shall provide Gero-psychiatric Evaluations/Assessment: Comprehensive gero-psychiatric evaluations are to be performed by a Board Certified/Board Eligible (BC/BE) gero-psychiatrist to any NHVH resident referred by their primary care physician with consent by the resident or their activated Durable Power of Attorney for Healthcare or guardian. Evaluations to include past history, active problems, mental status exam, risk assessment, review of systems, diagnosis and treatment.
2. The Contractor shall provide Emergency Consultation/Crisis intervention: Telephone support/instructions to the NHVH staff with residents in acute psychiatric distress or experiencing escalation in behavioral symptoms in order to stabilize the resident. That particular resident shall be evaluated at the next weekly visit. If stabilization is not successful, the gero-psychiatrist shall approve transfer to the most appropriate setting including inpatient gero-psychiatric placement.
3. The Contractor shall provide Psychopharmacological Management: every resident started on psychoactive medications will be followed by the Gero-psychiatrist. Follow up schedules to be determined by Gero-psychiatrist. Gero-psychiatrist shall follow OBRA guidelines and shall assure that their prescriptive practice follows the NHVH formulary. On call availability of twenty-four (24) hours per day for any question/concerns about any prescribed medication. Gero-psychiatrist shall be willing to discuss medication concerns with residents' families, Durable Power of Attorney for Healthcare or guardian during the scheduled weekly on-site visit.
4. The Contractor shall provide consultation with Interdisciplinary Team: when appropriate, Gero-psychiatrist shall be available to meet with the residents' interdisciplinary team to discuss relevant clinical issues/approaches to strengthen the care plan and meet the needs of the resident.
5. The Contractor shall provide Staff In-Service Training: Gero-Psychiatrist, in collaboration with staff development, shall provide relevant in-service training to resident care staff to increase the knowledge base and skills related to mental health care of older adults to better serve the needs of residents.
6. The Contractor shall provide Pre-Admission Consultation: Gero-psychiatrist may be asked to provide preadmission consultation/support to the NHVH Admissions Committee to insure the applicants mental health needs can be met within the facility.
7. The Contractor shall conduct his work so as to interfere as little as possible with State business, determine the State's normal working conditions and activities in progress and shall conduct the work in the least disruptive manner.
8. The Contractor shall follow all policies of the NNVH, patient rights and interaction.
9. The Contractor shall sign in and out every day as well as wear a contractors ID badge, provided by the State.

**EXHIBIT A**  
**SCOPE OF SERVICES cont.**

10. The Contractor shall do all the work and furnish all the materials, tools, equipment and safety devices necessary to perform in the manner within the time specified. The Contractor shall complete the entire work to the satisfaction of the State and in accordance with the specifications herein mentioned, at the price herein agreed upon. All the work, labor, and equipment to be done and furnished under this contract, shall be done and finished strictly pursuant to, and in conformity with the specifications described herein and any directions of the State representatives as given from time to time during the progress of the work, under the terms of this contract.
11. The Contractor shall bear all losses resulting to him or to the NHVH on account of the amount or character of the work, or because of the nature of the area in or on which the work being done is different from what was estimated or expected, or account of the weather, elements or other causes.
12. The term of the contract shall be effective upon Governor and Executive Council Approval through June 30, 2021. At the completion, this contract may be extended for one (1) period of two (2) years upon written request of the Contractor and approval by the NHVH with further approval of the Governor and Executive Council.

**EXHIBIT B**  
**BUDGET AND METHOD OF PAYMENT**

A. Invoicing:

Year 1 (Total amount invoiced monthly) \$	<u>3483.33</u>	x 12 months =	\$ <u>41,800.00</u>
Year 2 (Total amount invoiced monthly) \$	<u>3483.33</u>	x 12 months =	\$ <u>41,800.00</u>
Year 3 (Total amount invoiced monthly) \$	<u>3483.33</u>	x 12 months =	\$ <u>41,800.00</u>
<b>Total not to exceed amount</b>			<b>\$ <u>125,400.00</u></b>

1. The Contractor shall invoice the NHVH the amount as reference above on a monthly basis. Please include one original invoice and one copy. Payment will not be due until thirty (30) days after the invoice has been received at the NHVH business office.
2. The total amount of invoices shall not exceed \$ 125,400.00 for the three year period.
3. The Contractor is authorized to receive third party payments for services rendered to residents to the extent of any applicable insurance coverage. Residents that are not covered by insurance and non-covered co-payments will be invoiced to the NHVH.

B. Payment:

**Payment may be withheld if work is not performed as described under SCOPE OF SERVICES, and the immediate termination of this contract could occur.**

Unless otherwise noted on the proposal, payment will be due thirty (30) days after invoicing. A check will be issued through the State Treasurer and forwarded to the Vendor within fourteen (14) days after processing begins at the agency level. Payments will be for only what has been agreed to in the contract. The NHVH does not pay late charges or interest.

C. Other:

To receive proper payment, all invoicing for services must be sent to the agency's business office at:

NH Veterans Home  
139 Winter Street  
Tilton, NH 03276

**EXHIBIT C**  
**SPECIAL PROVISIONS**

1. The Contractor represents and warrants that they have obtained and will maintain in force all licenses and permits required by federal, state and local authorities for the performance of the specifications.
2. This agreement may be cancelled by either party at any time without cause by giving a 30 day notice in writing to the other party.
3. Contractor is aware of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH ACT) and agrees to comply with its regulations concerning privacy and security.
4. Replace Paragraph 14. Insurance and replace with “The Contractor shall insure that medical malpractice insurance is maintained in the amount of \$1 million/\$3 million minimum for the term of this contract” and shall supply an updated certificate stating such.
5. The Contractor agrees to service the facility as an independent contractor and comply with any and all standards of professional practice.

**NEW HAMPSHIRE VETERANS HOME**

**STANDARD EXHIBIT D**  
**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 and those parts of the HITECH Act applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Veterans Home.

**BUSINESS ASSOCIATE AGREEMENT**

**(1) Definitions.**

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

**(2) Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

**(3) Obligations and Activities of Business Associate.**

- a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.
- c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

- h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

**(4) Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) **Termination for Cause**

In addition to standard provision #10 of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit D. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) **Miscellaneous**

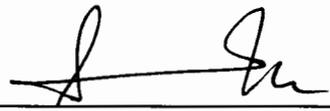
- a. **Definitions and Regulatory References.** All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit D, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. **Amendment.** Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. **Data Ownership.** The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. **Interpretation.** The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.
- e. **Segregation.** If any term or condition of this Exhibit D or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit D are declared severable.
- f. **Survival.** Provisions in this Exhibit D regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3D, the defense and indemnification provisions of section 3D and standard contract provision #13, shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit D.

NH VETERANS HOME  
The State Agency Name

SILVER BIRCH GERIATRICS  
Name of the Contractor

  
Signature of Authorized Representative

x  4/5/16  
Signature of Authorized Representative

ARMAND PLOURDE  
Name of Authorized Representative

SANDEEP SOBTI, MD  
Name of Authorized Representative

DIRECTOR OF ADMINISTRATIVE SERVICES  
Title of Authorized Representative

PRESIDENT  
Title of Authorized Representative

2/07/18  
Date

x 4/5/18  
Date



SOBTISA001

JLEANDRO

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/26/2017

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 have ADDITIONAL INSURED provisions or 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 License # 1780862 <b>HUB International New England</b> 299 Ballardvale Street Wilmington, MA 01887	CONTACT NAME: <b>Desiree Rodarte</b> PHONE (A/C, No, Ext): <b>(978) 661-6626</b> FAX (A/C, No): E-MAIL ADDRESS: <b>Desiree.Rodarte@hubinternational.com</b>
INSURED  <b>Sandeep Sobti MD</b> <b>84 Central Ave</b> <b>Dover, NH 03820</b>	INSURER(S) AFFORDING COVERAGE NAIC # <b>INSURER A : Medical Professional Mutual Insurance Company 10206</b> INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

### COVERAGES CERTIFICATE NUMBER: 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <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 OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPOP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / <input type="checkbox"/> N / A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
<b>A</b>	<b>Medical Malpractice</b>			<b>002NH000015936</b>	<b>08/01/2017</b>	<b>08/01/2018</b>	<b>\$1M/\$3M</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Limits above apply as \$1,000,000 per claim/\$3,000,000 aggregate

Evidence for Sandeep Sobti, MD  
Specialty: Psychiatry- Including Children  
Form Type: Claims Made Retroactive Date: 08/01/2007

### CERTIFICATE HOLDER CANCELLATION

<b>NH Veterans Home</b> 139 Winter St Tilton, NH 03276	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 
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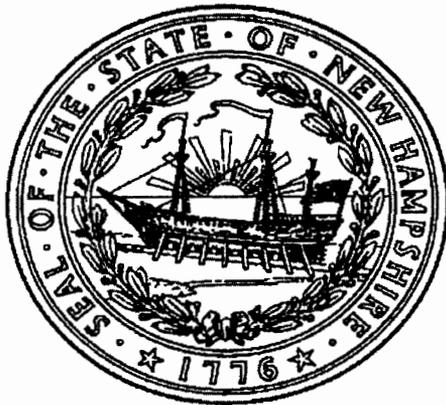
# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SILVER BIRCH GERIATRICS LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on September 30, 2011. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 659809



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 30th day of January A.D. 2018.

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

William M. Gardner  
Secretary of State

# Silver Birch

## GERIATRICS

### CERTIFICATE OF AUTHORITY

I, the undersigned officer Jessica Sobti, certify that as of  
(Printed Name of Vice President)  
1/25/2018, 2018, the following resolution is duly authorized by the  
governing Board of Silver Birch Geriatrics, LLC.

RESOLUTION: That the president of Silver Birch Geriatrics, LLC is hereby authorized to enter into a contract agreement with the state of New Hampshire, through its New Hampshire Veterans Home, to provide Geropsychiatry consultations.

This resolution has not been amended or revoked, and remains in full force as of the date hereof. I certify that as of this date, Sandeep Sobti, is the President of Silver Birch Geriatrics, LLC.

  
\_\_\_\_\_  
Signature of Vice President

IN Witness WHEREOF, I have hereunto set my hand as Vice President of the Corporation this  
26<sup>th</sup> day of Jan, 2018.

THE STATE OF NEW HAMPSHIRE  
Stratford, SS

On the 26<sup>th</sup> day of January, 2018 before me, the  
undersigned notary public/justice of the peace, personally appeared  
Jessica Sobti and acknowledged herself to  
(Printed name of Vice President)  
be the Vice President of the Corporation and as such, executed the foregoing instrument for  
the purposes therein contained.

  
\_\_\_\_\_  
Notary Public/Justice of the Peace

Printed Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_

DOROTHY E. SHERIDAN  
Notary Public, State of New Hampshire  
My Commission Expires Feb. 11, 2020

(seal)

84 CENTRAL AVENUE, DOVER, NH 03820  
TELEPHONE: (603) 842-4747