

Lori A. Shibinette Commissioner

> Lisa M. Morris Director

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF PUBLIC HEALTH SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301 603-271-4501 1-800-852-3345 Ext. 4501 Fax: 603-271-4827 TDD Access: 1-800-735-2964 www.dbhs.nb.gov

May 12, 2020

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

INFORMATIONAL ITEM

Pursuant to RSA 4:45, RSA 4:47, and Section 4 of Executive Order 2020-04 as extended by Executive Orders 2020-05 and 2020-08, Governor Sununu has authorized the Department of Health and Human Services, Division of Public Health Services, to enter into a **Retroactive, Sole Source** agreement with Convenient MD, LLC. and Convenient MD Holdings, LLC (VC#TBD), Portsmouth, NH in the amount of \$450,000 to provide licensed Registered Nurses, Advanced Practice Registered Nurses and Physician Assistants to serve as surge support for the Department in connection with the COVID-19 Pandemic, with the option to renew for up to two (2) additional years, retroactive to April 6, 2020 through July 31, 2020. 100% General Funds.

Funds are available in the following account for State Fiscal Year 2020, with the authority to adjust budget line items within the price limitation through the Budget Office, if needed and justified.

05-95-95-950010-56760000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS
DEPT OF, HHS: COMMISSIONER'S OFFICE, OFFICE OF THE COMMISSIONER, OFFICE OF
BUSINESS OPERATIONS

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount		
2020	103-502664	Contracts for Prog Svc	95010999	\$330,000		
2021 10	103-502664	Contracts for Prog Svc	95010999	\$120,000		
			Total	\$450,000		

EXPLANATION

This item is **Retroactive** and **Sole Source** to allow the Department to receive surge support from licensed Registered Nurses, Advanced Practice Registered Nurses, and Physician Assistants to effectively respond to the COVID-19 Pandemic.

The purpose of this agreement is for licensed Registered Nurses, Advanced Practice Registered Nurses and Physician Assistants to provide surge support to the Department. The surge staff will conduct disease investigation, surveillance, and monitoring. His Excellency, Governor Christopher T. Sununu and the Honorable Council Page 2 of 2

The exact number of residents of the State of New Hampshire served from April 6, 2020 to June 30, 2020 will depend on the trajectory of the COVID-19 pandemic.

Convenient MD will be providing surge support staff to perform investigations and monitoring for the control and surveillance of COVID-19 and other public health concerns. Throughout their investigation, the surge support staff will provide consultation and recommendations to medical doctors, other health care providers and citizens relative to the control and surveillance of COVID 19.

As referenced in the attached Agreement, the parties have the option to extend the agreement for up two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval.

Area served: Statewide

Source of Funds: 100% General Funds

Respectfully submitted,

The Lori A. Shibinette Commissioner

The Department of Health and Human Services' Mission is to join communities and families in providing opportunities for citizens to achieve health and independence.

SCOPE OF SERVICES AGREEMENT BETWEEN

THE STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES, DIVISION OF PUBLIC HEALTH SERVICES

AND

CONVENIENTMD, LLC and CONVENIENTMD HOLDINGS, LLC

This Agreement dated this 2nd day of April 2020 is entered into by and between the State of New Hampshire, Department of Health and Human Services, Division of Public Health Services ("Department"), and ConvenientMD, LLC and Convenient MD Holdings, LLC, both Delaware limited liability companies, registered as foreign limited liability companies in New Hampshire, and having their principal office in New Hampshire at 111 New Hampshire Avenue, Suite 2, Portsmouth, NH 03801 (hereafter, collectively, "Contractor").

WHEREAS, consistent with the Governor's Executive Order 2020-04, the Department is working to respond to the growing outbreak of COVID-19;

WHEREAS, ConvenientMD is the owner and operator of 11 walk-in care centers in New Hampshire, located and contactable as follows:

BEDFORD, 3 Nashua Road, Bedford, NH 03110, (603) 472-6700;

BELMONT, 77 Daniel Webster Highway, Belmont, NH 03220, (603) 737-0550;

CONCORD, 8 Loudon Road, Concord, NH 03301, (603) 226-9000;

DOVER, 14 Webb Place, Dover, NH 03820, (603) 742-7900;

EXETER/STRATHAM, 1 Portsmouth Avenue, Stratham, NH 03885, (603) 772-3600;

KEENE, 351 Winchester Street, Keene, NH 03431, (603) 352-3406;

LITTLETON, 551 Meadow Street, Littleton, NH 03561, (603) 761-3660;

MERRIMACK, 2 Dobson Way, Merrimack, NH 03054 (603) 471-6069;

NASHUA, 565 Amherst Street, Nashua, NH 03063, (603) 578-3347;

PORTSMOUTH, 599 Lafayette Road, Portsmouth, NH 03801, (603) 942-7900; and

WINDHAM/GREATER SALEM, 125 Indian Rock Road, Windham, NH 03087,

(603) 890-6330;

WHEREAS, ConvenientMD has the capacity to offer services of licensed Registered Nurses, Advanced Practice Registered Nurse and Physician Assistants (Collectively, Licensed and

Convenient MD

Exhibit A

Contractor Initials GD Date 4920



Qualified Staff) to serve as surge support for the Department in connection with the COVID-19 Public Health Response; and

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree:

1. Provisions Applicable to All Services

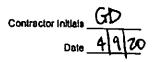
- 1.1. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.2. The Contractor and the Department shall mutually agree on the Service Dates, Hours, and location of the Services.
- 1.3. The Contractor will ensure personnel assigned to the Department maintain good standing of licenses required of their titles.
- 1.4. The Contractor shall provide the Department with the resume, credentials and current licensure information of each Licensed and Qualified Staff. The Contractor shall provide the Department with any updates or changes to the Licensed and Qualified Staff licensure information within ten days of any update or change.
- 1.5. The Contractor shall notify the Department, in writing, of any change in staff and provide the Department with resume, credentials and licensure information of proposed new staff.
- 1.6. The Contractor shall provide services under the direction of the Department, including deployment to other areas within the Department that require similar clinical skill. The Contractor has the right in to refuse any assignment in which the Licensed and Qualified Staff are not clinically qualified to accept.
- 1.7. The Contractor shall enter into agreements with each of the Licensed and Qualified Staff and is responsible for all appropriate legal and personnel functions.

2. Scope of Services

2.1. The Contractor shall provide 400 hours per week, of Licensed and Qualified Staff to serve as surge support for the Department's COVID-19 Public Health Response conducting disease investigation, surveillance, and monitoring. At the option of the Department, Contractor shall provide additional Licensed and Qualified Staff as agreed to by the parties.

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- 2.2. Licensed and Qualified Staff shall undergo Department training in connection with the COVID -19 Public Health Response, including an initial onboarding session for all staff to be scheduled by the parties
- 2.3. Licensed and Qualified Staff shall exhibit recognized professional standards of practice.
- 2.4. Licensed and Qualified Staff shall function competently within their scope of practice as a member of the COVID-19 Public Health Response team.
- 2.5. Licensed and Qualified Staff shall perform investigations and monitoring for the control and surveillance of COVID-19 and other public health concerns.
- 2.6. Licensed and Qualified Staff shall provide consultation and recommendations to medical doctors and other health care providers relative to the control and surveillance of COVID 19 and other public health concerns.
- 2.7. Licensed and Qualified Staff shall have experience in phone triage.
- 2.8. Licensed and Qualified Staff shall agree to work up to 40 hours per week onsite at the Department. The workweek runs from Sunday to Saturday.
- 2.9. Licensed and Qualified Staff shall work on a rotating schedule from 8:00 AM-8:00 PM, including weekends, as set by the Department. The parties shall collaborate regarding staffing provided to ensure Licensed and Qualified Staff are consistent and have the required training.
- 2.10. Licensed and Qualified Staff are employees of the Contractor and are, under this Agreement, serving as emergency management workers pursuant and subject to the terms of NH RSA 21-P:41 and NH RSA 21-P:53.
- 2.11. Licensed and Qualified Staff shall have proficiency in basic computer skills related to secure data collection and entry.
- 2.12. Licensed and Qualified Staff shall maintain confidentiality of all protected health information in accordance with HIPPA and NH RSA 141-C.
- 2.13. The work schedule may be modified as agreed upon by Department, Licensed and Qualified Staff, and Contractor.
- 2.14. Licensed and Qualified Staff shall consent to a health screening prior to each working day and must attest that they do not have a fever, cough or shortness of breath, or otherwise are not feeling well.

3. Contract Effective Date and Duration

Exhibit A

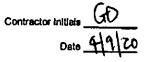


- 3.1. The total to be paid or reimbursed under this Agreement from DPHS to the Contractor shall not exceed \$450,000. If the volume of uninsured individuals receiving care and/or testing under this Agreement is high, DPHS and the Contractor may increase this limit upon mutual agreement by the parties with appropriate approvals as required pursuant to the laws of the State of New Hampshire for government contracting.
- 3.2. The Term of this Agreement shall commence on April 6, 2020 and shall terminate on July 31, 2020, unless sooner terminated or extended in accordance with the terms of this Agreement. The parties may extend this Agreement for up to two (2) years, subject to the continued availability of funds, satisfactory Contractor performance, and approval of the Governor and Executive Council.
- 3.3. Notwithstanding any provision of this Agreement to the contrary, all obligations of DPHS hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the scope of service.
- 3.4. The Contractor shall make available all Licensed and Qualified Staff within seven (7) days of contract execution.

4. Payment of Services

- 4.1. For each Registered Nurse provided under this Agreement, the Department shall pay the Contractor \$ 50 per hour. For each Advanced Practice Registered Nurse or Physician Assistant provided under this Agreement, the Department shall pay the Contractor \$ 75 per hour. The Department will not pay the Contractor for any time worked beyond the agreed 40 hours per week for any individual Licensed and Qualified Staff. Any pay for time worked over 40 hours per week will be the responsibility of the Contractor.
- 4.2. The total to be paid or reimbursed under this Agreement from Department to the Contractor shall not exceed \$450,000.
- 4.3. Contractor shall be responsible for all travel expenses of its employees. Department will be responsible for medical supplies costs and administrative supplies costs.
- 4.4. Contractor shall submit an invoice to Department monthly. Department shall pay Contractor within thirty (30 days) of the date on which Contractor submits the invoice to Department. The invoice shall include an invoice number, dates covered by the invoice, and a summary of the work performed.

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- 4.5. Department 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.
- 4.6. The Contractor shall submit an invoice to the Department by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.
- 4.7. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to DPHSContractBilling@dhhs.nh.gov, or invoices may be mailed to:

Financial Manager Department of Health and Human Services 129 Pleasant Street Concord, NH 03301

4.8. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.

5. Indemnification

5.1. Unless otherwise exempted by law, Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omissions of Contractor, or subcontractors, including but not limited to negligent, reckless or intentional conduct. The State shall not be liable for any costs incurred by Contractor arising under this paragraph. 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 shall survive the termination of this Agreement.

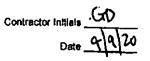
6. Confidentiality

6.1. Any and all confidential information obtained or received by Contractor shall be kept confidential and shall not be disclosed to anyone for any reason outside the scope of this Agreement. The Contractor shall comply with the Health Insurance Portability and Accountability Act and NH RSA 141-C. "Confidential Information" means all

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information owned, managed, created, or received from the Individuals, the Department, any other agency of the State, or any medical provider, that is protected by Federal or State information security, privacy or confidentiality laws or rules. Confidential Information includes, but is not limited to, Derivative Data, protected health information (PHI), personally identifiable information (PII), federal tax information (FTI), Social Security Administration information (SSA) and criminal justice information services (CJIS) and any other sensitive confidential information provided under the Agreement. This covenant shall survive the termination of the Agreement.

7. Insurance

- 7.1. The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
 - 7.1.1. Commercial 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 or excess; and
- 7.2. The policies described in subparagraph 7.1 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.
- 7.3. The Contractor shall furnish to the Department, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Department, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

8. Workers' Compensation

- 8.1. 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").
- 8.2. 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 and subject to the terms of this Agreement.

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Contractor Initials



The Contractor shall furnish the Department, 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.

9. Assignment

9.1. The Contractor shall not assign any interest in this Agreement without prior written notice, which shall be provided to Department at least fifteen (15) days prior to the assignment, and a written consent of Department. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

10 Modification

10.1. No modification of this Agreement shall be binding upon the other Party unless made in writing and agreed upon by both Parties to this Agreement. Either Party may terminate this Agreement for any reason or for no reason upon thirty (30) days written notice to the other Party.

11 Severability

11.1. In the event that any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement shall not be affected and shall remain in full force and affect.

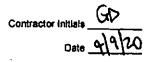
12 Jurisdiction

12.1. This Agreement shall be governed by, interpreted and enforced under the laws of the State of New Hampshire without making reference to its conflicts of laws or choice of laws provisions. The Parties consent to a state court located in the state of New Hampshire as having the sole jurisdiction of any and all controversies that may arise under this Agreement.

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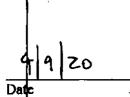
13.Entire Agreement

13.1. This Agreement constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

This Agreement shall be retroactively effective to April 6, 2020, upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

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NH Department of Health and Human Services

Namé: Lori A. Shibinette Title: Commissioner

ConvenientMD, LLC

Name: CARETH DICKERS Title: CO-FOUNDER & EXECUTIVE CHARAM

ConvenientMD Holdings, LLC

GREETH Name: Co-FOLNOER & EXECUTIVE CHALEMAN Title:

Contractor Initiate

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The preceding Agreement, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

04/13/2020

Takhmina Rakhmatova

Date

Name: Title:

I hereby certify that the foregoing Agreement was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: ______ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name: Title:

Convenient MD



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 CONVENIENTMD HOLDINGS LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on December 16, 2014. 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: 718815 Certificate Number: 0004861451



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 27th day of March A.D. 2020.

William M. Gardner Secretary of State

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 CONVENIENTMD LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on March 06, 2012. 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: 667110 Çertificate Number: 0004861464



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 27th day of March A.D. 2020.

William M. Gardner Secretary of State

Limited Partnership or LLC Certificate of Authority

I, Gareth Dickens, hereby certify that I am a Partner, Member, or Manager of ConvenientMD LLC and ConvenientMD Holdings LLC, both limited liability partnerships under RSA 304-B, limited liability professional partnerships under RSA 304-D, or limited liability companies under RSA 304-C.

I certify that I am authorized to bind the partnership or LLC. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the partnership or LLC and that this authorization shall remain valid for thirty (30) days from the date of this Corporate Resolution.

Dated: April 3, 2020

Signature:

Name: Title: Gareth Dickens Co-Founder & Executive Chairman

Revised 03/25/20

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CERTIFICATE OF LIABILITY INSURANCE

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DATE (MM/DD/YYYY) 03/26/2020

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(les) 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	NAME: PHONE									
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		INSURER A: 11030				11030				
INSURED		INSURER B: MEMORINA COMPANY								
ConvenientMD, LLC, ConvenientMD Holdings, LLC	INSURE			· · · ·						
111 New Hampshire Avenue, Suite 2	INSURE				<u>. </u>	·				
Portsmouth Nł	1 03801			· ·						
	19-20 GL & WC	5 7 [REVISION NUMBER:						
COVERAGES CERTIFICATE NUMBER: 19-20 GL & WC 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 TYPE OF INSURANCE INSO WYD F	POLICY NUMBER	POLICY EFF (MM/DO/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMI1						
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GENLAGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	s 4,00	0,000				
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AND EMPLOYERS' LIABILITY Y/N B ANY PROPRIETOR/PARTNER/EXECUTIVE Y/N N/A WCV 510	7271 (3a.) MA ME NH	11/12/2019	11/12/2020	E.L. EACH ACCIDENT	s 500					
B OFFICER/MEMBER EXCLUDED?				E.L. DISEASE - EA EMPLOYEE		,000				
If yes, describe under DESCRIPTION OF OPERATIONS below				E.L. DISEASE - POLICY LIMIT	s 500	,000				
WC Excluded Officers: Gareth Dickens, Maximilitan Puyanic										
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additiona	il Remarks Șchedule, may be	attached if more s	pace is required)							
		CELLATION								
NH DHHS 129 Pleasant Street	DATE THEREOR	SCRIBED POLICIES BE CA F, NOTICE WILL BE DELIVE Y PROVISIONS.		D BEFORE						
	Concord NH 03301									
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Additional Named Insureds

Other Named Insureds

CMD Intermediary Corporation

CMD Purchaser, LLC

ConvenientMD Holdings, LLC

ConvenientMD Urgent Care

SINCMD Topco LLC

Limited Liability Company, Additional Named Insured

Limited Liability Company, Additional Named Insured

Doing Business As

Limited Liability Company, Additional Named Insured

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OFAPPINF (02/2007)