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STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION

William L. Wrenn
Commissioner

Doreen Wittenberg
Director

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

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

May 18, 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 with The Doctor's Office At Salmon Street, P.C., (VC# 156347), 102 Bay Street, Manchester, NH 03104 in the amount of \$22,500.00 for the provision of Pre-Assignment & Fitness for Duty Exam services from July 1, 2015 through June 30, 2017, effective upon Governor and Executive Council approval, with the option to renew for one (1) additional period of up to two (2) years. 100% General Funds

Funding is available in account, Medical-Dental: 02-46-46-465010-8234-101-500729, as follows with the authority to adjust encumbrances in each of the State's Fiscal Years through the Budget Office, if needed and justified. Funding for SFY 2016 & 2017 is contingent upon the availability and continued appropriation of funds.

The Doctor's Office At Salmon Street, P.C.			
Account	Description	SFY 2016	SFY 2017
02-46-46-465010-8234-101-500729	Medical and Dental	\$11,250.00	\$11,250.00
Total Contract Amount:			\$22,500.00

EXPLANATION

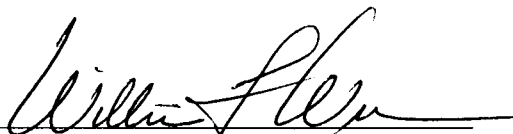
The New Hampshire Department of Corrections issued a Request for Proposal (RFP) for the provision of Pre-Assignment & Fitness for Duty Exam, RFP NHDOC 15-02-GFHR. The RFP was posted on the New Hampshire Department of Corrections website: <http://www.nh.gov.nhdoc/business/rfp.html> for seven (7) consecutive weeks and notified seven (7) potential vendors of the RFP posting. As a result of the issuance of the RFP, two (2) potential vendors responded by submitting a proposal. One out of the two vendors was disqualified. After the review of the remaining proposal, in accordance with the RFP Terms and Conditions, the New Hampshire Department of Corrections awarded the contract to the only qualified bidder, in the amount of \$22,500.00, to The Doctor's Office At Salmon Street, P.C.

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

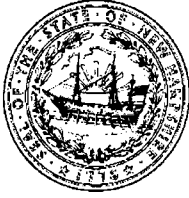
good health and can adequately meet the physical and psychological standards in accordance to RSA 100-A: 1 VII (b) (as amended in 1987) and are able to perform job duties in a safe manner.

RFP NHDOC 15-02-GFHR 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: Paula Mattis, Non-Medical Director, Division of Medical & Forensic Services; Ransey Hill, Deputy Director, Division of Medical & Forensic Services and Linda McDonald, Program Specialist II, Bureau of Human Resources.

Respectfully Submitted,

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

William L. Wrenn
Commissioner



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**Pre-Assignment and Fitness for Duty Exam Services
RFP Bid Evaluation and Summary
NHDOC 15-02-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 the personnel to act as an evaluation team. Upon receipt, the proposal information will be disclosed to the evaluation committee members only. The proposal will not be publicly opened.
- The Department reserves the right to waive any irregularities, minor deficiencies and informalities that it considers not material to the proposal.
- The Department may cancel the procurement and make no award, if that is determined to be in the State's best interest.

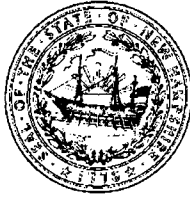
Proposal Evaluation Criteria:

- Proposals will be evaluated based upon the proven ability of the respondent to satisfy the requirements of this request in the most cost-effective manner. Specific criteria are:
 - a. Total Estimated Cost – 55 points
 - b. Organizational Capability – 25 points
 - c. Program Structure/Plan of Operation – 10 points
 - d. Financial Stability – 5 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 33 of NHDOC 15-02-GFHR RFP.
 - a. The contract will be awarded to the Bidder submitting the lowest total cost to the State based upon the New Hampshire Department of Corrections estimated volume as long as the Vendor's Organizational Capability, Program Structure/Plan of Operation, Financial Stability and References are acceptable to the Department.

Evaluation Team Members:

- a. Paula Mattis, Non-Medical Director, Division of Medical & Forensic Services, NH Department of Corrections
- b. Ransey Hill, Deputy Director, Division of Medical & Forensic Services, NH Department of Corrections
- c. Linda McDonald, Program Specialist II, Bureau of Human Resources

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**Pre-Assignment and Fitness for Duty Exam Services
RFP Scoring Matrix
NHDOC 15-02-GFHR**

Qualified Respondent:

- The Doctor's Office at Salmon Street, P.C.
102 Bay Street, Manchester, NH 03104

Scoring Matrix Criteria:

- Proposals were evaluated based on the proven ability of the respondents to satisfy the provisions set forth in the Scope of Services in the most cost-effective manner.
 1. Total Estimated Cost – 55 points
 2. Organizational Capability – 25 points
 3. Program Structure/Plan of Operation - 10 points
 4. Financial Stability – 5 points
 5. References – 5 points

<i>Evaluation Criteria</i>	<i>RFP Weight Point Value</i>	The Doctor's Office at Salmon Street, P.C.
Total Estimated Cost	55	55
Organizational Capability	25	25
Program Structure/Plan of Operation	10	10
Financial Stability	5	2
References	5	5
Total	100	97

Contract Award:

- The Doctor's Office at Salmon Street, P.C.
102 Bay Street, Manchester, NH 03104

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**Pre-Assignment and Fitness for Duty Exam Services
RFP Evaluation Committee Member Qualifications
NHDOC 15-02-GFHR**

Paula Mattis, Non-Medical Director, Division of Medical & Forensic Services:

Ms. Mattis recently joined the NH Department of Corrections serving as the Non-Medical Director, Division of Medical & Forensic Services. Her professional history includes seven years as Administrator of Community Integration at the State of New Hampshire, New Hampshire Hospital, four years as Chief Operating Officer and three years as Acting CEO. Prior to this appointment, Ms. Mattis was President and Chief Executive Officer of the Animal Rescue League of New Hampshire. Ms. Mattis received her Bachelor of Arts degree with honors in Psychology (major) and Sociology (minor) from the University of Texas and a Master's of Social Work, specializing in Community Mental Health from the University of Illinois.

Ransey R. Hill, Deputy Director, Division of Medical & Forensic Services:

Mr. Hill recently joined the Medical & Forensic Services Division, to continue his career in the area of medical and social services. Between October 2008 and March 2014, Mr. Hill supported the NH Department of Corrections in the role of IT Manager III. Prior to this position, Mr. Hill has thirteen years of experience with the NH Department of Health and Human Services (DHHS) where he served as project administrator/director for key DHHS initiatives such as Electronic Benefits Transfers (EBT), and Community Passport, a nursing facility to community transition program for the Bureaus of Elderly and Adult Services, Behavioral Health and Developmental Services. He has a general knowledge of the correctional mental health system and behavioral health system, Laaman consent decree and Holliday Court Order, and the special needs of seriously mentally ill patients and inmates confined in the SPU, RTU and prison environments. Mr. Hill has a Bachelor of Science in Business Administration from NH Universities System's College for Life Long Learning (CLL).

Linda McDonald, Program Specialist II, Bureau 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 and is a recent graduate of the State of NH Certified Public Supervisor Program.

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Pre-Assignment and Fitness for Duty Exam Services
Bidders List
NHDOC RFP 15-02-GFHR

Androscoggin Valley Hospital

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

Concentra

1 Pillsbury Street
Concord, NH 03301
Corporate Office
5080 Spectrum Drive
Suite 1200 West
Addison, TX 75001
Contact Person: Tony Silver
(o) 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
(o) 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
(o) 603-444-9294
wmason@littletonhospital.org
occhealth@littletonhospital.org

**Portsmouth Regional Hospital
Occupational Health Services of PRH, LLC**

26 Manchester Square, Suite 2
Pease International Tradeport
Portsmouth, NH 03801
(o) 603.430.9675 phone
(f) 603.334.6088 fax

Parkland Medical Center

Nutfield Medical Office Building
44 Birch Street, Entrance B – Suite 300
Derry, NH 03038
(o) 603.421.3680
(f) 603.421.3681
Cindy.clark@hcahealthcare.com

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

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

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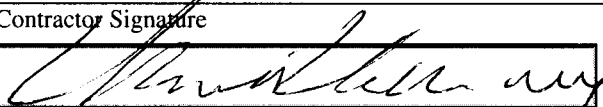

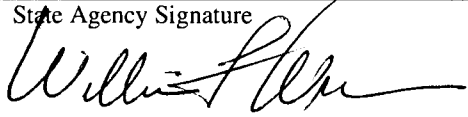
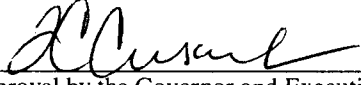
Subject: Pre-Assignment and Fitness for Duty Exam Services FORM NUMBER P-37 (version 1/09)

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name <u>NH Department of Corrections</u>		1.2 State Agency Address <u>P.O. Box 1806, Concord, NH 03302</u>	
1.3 Contractor Name <u>The Doctor's Office at Salmon Street, PC</u>		1.4 Contractor Address <u>102 Bay Street Manchester, NH 03104</u>	
1.5 Contractor Phone Number <u>603-625-1724</u>	1.6 Account Number <u>02-46-46-465010-8234 -101-500729</u>	1.7 Completion Date <u>June 30, 2017</u>	1.8 Price Limitation <u>\$ 22,500.00</u>
1.9 Contracting Officer for State Agency <u>William L. Wrenn, Commissioner</u>		1.10 State Agency Telephone Number <u>603-271-5603</u>	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory <u>William N. Windler, MD - President</u>	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>03-18-2015</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  [Seal]		1.13.2 Name and Title of Notary or Justice of the Peace JULIE Z. SWIADAS Notary Public - New Hampshire My Commission Expires March 12, 2019	
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>William L. Wrenn, Commissioner</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>5/21/15</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.


4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials 
Date 3/25/2015

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 3/25/15

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.

Contractor Initials
Date 3/25/15

SECTION B: Scope of Services, Exhibit A

1. Purpose:

The purpose of this request for proposal is to seek Pre-Assignment and Fitness for Duty Exam services in accordance to the medical guidelines adopted from the NH Police Standards & Training Council performed by Board Certified Occupational Health Physicians, certified Advanced Registered Nurse Practitioners (ARNP) and/or certified Physician Assistants (PA). Services shall be performed at the Vendor's physical address of doing business or at satellite locations. It is expected of the applicant seeking employment with the NH Department of Corrections to receive services at the Contractor's designated location(s). Services provided shall be for applicants seeking employment for the following facility locations of the NH Department of Corrections: Northern NH Correctional Facility: Northern Correctional Facility (NCF), Berlin, NH and Southern NH Correctional Facilities: NH State Prison for Men (NHSP-M), Secure Psychiatric Unit (SPU), Concord, NH, and the NH State Prison for Women (NHSP-W), Goffstown, NH

2. Terms of Contract:

A Contract awarded by the NH Department of Corrections as a result of this RFP is expected to be effective for the period beginning July 1, 2015 or upon approval of the Governor and Executive Council (G&C) of the State of New Hampshire, whichever is later, through June 30, 2017, with an option to renew for one (1) additional period of up to two (2) years, only after the approval of the Commissioner of the NH Department of Corrections and the Governor and Executive Council.

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. Vendors shall indicate below which Regions (Northern Region or Southern Region and/or both Regions) that they are interested in providing services for the NH Department of Corrections by marking the gray box(s), below, with an X:

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

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

3.3. Locations per contract year may be increased/decreased and or reassigned to alternate facilities during the Contract terms 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 Contractor.

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.

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- 4.1. The Contractor will provide proof of licensures, certifications and/or qualifications of the professionals providing requested services (**redact all personal information**).
- 4.2. The State and/or NH Department of Corrections shall not be responsible for expenses incurred by the Contract's Professional Medical Staff and/or Contractor's business entity to maintain current licensures, certifications and continuing education costs.

5. Current Inmate/Patient/non-Adjudicated Resident Population: (NOT APPLICABLE)

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; and
 - 6.1.3. Applicants will receive a Physical Evaluation Packet at the time of the offer of employment 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.

Scope of Services
Exhibit A

- 6.1.6.2. NH Department of Corrections Employee Health Services 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

- 6.1.6.3. Contractor is to retain copies of form included in the packet.
- 6.1.6.4. **Any additional testing/procedures performed by the Contractor, other than an EKG and CXR as referred to previously, will require prior authorization and approval by either 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:
- their physical capacity to perform their required duties and/or
 - 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; and
- 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; and
- 6.3.3. Employees are responsible for making and keeping appointments for receiving the vaccine.

7. General Service Provisions:

- 7.1. Notification of Required Services: The NH Department of Corrections, Director of Human Resources, or designee, shall contact the Contractor when service is required.
- 7.2. Tools and Equipment: The Contractor must furnish the required tools and equipment necessary to provide the requested services of the Contract.
- 7.3. Rules and Regulations: The Contractor agrees to comply with all rules and regulations of the NH Department of Corrections.

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Scope of Services
Exhibit A

- 7.4. Additional Facilities: Upon agreement of both parties, additional facilities belonging to the NH Department of Corrections may be added to the Contract. If it is necessary to increase the price limitation of the Contract, this provision will require Governor and Executive Council approval.
- 7.5. Contractor Employee Information: (NOT APPLICABLE)
- 7.6. Licenses, Credentials, Certificates: The Contractor shall ensure all staff members meet the requirements of the State. The Contractor and its staff shall possess the credentials, licenses and/or certificates required by law and regulations to provide the services required.
- 7.7. Change of Ownership: In the event that the Contractor should change ownership for any reason whatsoever, the NH Department of Corrections shall have the option of continuing under the Contract with the Contractor or its successors or assigns for the full remaining term of the Contract, continuing under the Contract with the Contractor or, its successors or, assigns for such period of time as determined necessary by the NH Department of Corrections, or terminating the Contract.
- 7.8. Contractor Designated Liaison: The Contractor shall designate a representative to act as a liaison between the Contractor and the Department for the duration of the Contract and any renewals thereof. The Contractor shall, within five (5) days after the award of the Contract, submit a written identification and notification to the NH Department of Corrections of the name, title, address, telephone & fax number, of its organization as a duly authorized representative to whom all correspondence, official notices and requests related to the Contractor's performance under the Contract.
- 7.8.1. Any written notice to the Contractor shall be deemed sufficient when deposited in the U.S. mail, postage prepaid and addressed to the person designated by the Contractor under this paragraph.
- 7.8.2. The Contractor 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.
- 7.8.3. Changes of the named Liaison by the Contractor must be made in writing and forwarded to: NH Department of Corrections, Director of Human Resources, or designee, P.O. Box 1806, Concord, NH 03302
- 7.9. Contractor Liaison's Responsibilities:
- 7.9.1. Representing the Contractor on all matters pertaining to the Contract and any renewals thereof. Such representative shall be authorized and empowered to represent the Contractor regarding all aspects of the Contract and any renewals thereof;
- 7.9.2. Monitoring the Contractor's compliance with the terms of the Contract and any renewals thereof;
- 7.9.3. 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 any renewals thereof; and
- 7.9.4. Meeting with representatives of NH Department of Corrections on a periodic or as-needed basis to resolve issues which may arise.
- 7.10. NH Department of Corrections Contract Liaison Responsibilities: The NH Department of Corrections' Commissioner, or designee, shall act as liaison between the Contractor and NH Department of Corrections for the duration of the Contract and any renewals thereof. 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 Contractor with written notice of such change. Responsibilities of the NH Department of Corrections representative are:

Promoting Public Safety through Integrity, Respect and Professionalism, Collaboration and Accountability

**Scope of Services
Exhibit A**

- 7.10.1. Representing the NH Department of Corrections on all matters pertaining to the Contract. The representative shall be authorized and empowered to represent the NH Department of Corrections regarding all aspects of the Contract, subject to the approval of the Governor and Executive Council of the State of New Hampshire, where needed;
- 7.10.2. Monitoring compliance with the terms of the Contract;
- 7.10.3. Responding to all inquiries and requests related to the Contract made by the Contractor, under the terms and within the time frames specified by the Contract;
- 7.10.4. Meeting with the Contractor's representative on a periodic or as-needed basis and resolving issues which arise; and
- 7.10.5. Informing the Contractor of any discretionary action taken by NH Department of Corrections pursuant to the provisions of the Contract.
- 7.11. **Reporting Requirements:** The NH Department of Corrections shall, at its sole discretion:
 - 7.11.1. Request the Contractor to provide proof of any and all permits, licenses/certifications to perform Pre-Assignment and Fitness for Duty Exam Services as required by authorities having local, state and/or federal jurisdiction at any time during the life of the Contract and any renewals thereof;
 - 7.11.2. Request the Contractor to provide any and all reports on an as needed basis according to a schedule and format to be determined by the NH Department of Corrections; and
 - 7.11.3. Reports and/or information requests shall be forwarded to NH Department of Corrections, Director of Human Resources, or designee, P.O. Box 1806, Concord, NH 03302.
- 7.12. **Performance Evaluation:** NH Department of Corrections shall, at its sole discretion:
 - 7.12.1. Monitor and evaluate the Contractor's compliance with the terms of the Contract and any renewals thereof;
 - 7.12.2. Meet with the Contractor at a minimum of twice a year to assess the performance of the Contractor relative to the Contractor's compliance with the Contract;
 - 7.12.3. Request additional reports and/or reviews the NH Department of Corrections deems necessary for the purposes of monitoring and evaluating the performance of the Contractor under the Contract;
 - 7.12.4. Inform the Contractor of any dissatisfaction with the Contractor's performance and include requirements for corrective action;
 - 7.12.5. Terminate the Contract, if NH Department of Corrections determines that the Contractor is:
 - 7.12.5.1. Not in compliance with the terms of the Contract;
 - 7.12.5.2. Has lost or has been notified of intention to lose their accreditation and/or licensure;
 - 7.12.5.3. Has lost or has been notified of intention to lose their Federal certification and/or licensure; and
 - 7.12.5.4. Terminate the Contract as otherwise permitted by law.

8. Other Contract Provisions:

- 8.1. **Modifications to the Contract:** In the event of any dissatisfaction with the Contractor's performance, the NH Department of Corrections will inform the Contractor of any dissatisfaction and will include requirements for corrective action.
 - 8.1.1. The Department of Corrections has the right to terminate the Contract, and any renewal Contracts thereof, if the NH Department of Corrections determines that the Contractor is:
 - a.) Not in compliance with the terms of the Contract; or

Promoting Public Safety through Integrity, Respect and Professionalism, Collaboration and Accountability

- b.) As otherwise permitted by law or as stipulated within this Contract.
- 8.2. Coordination of Efforts: The Contractor shall fully coordinate his or her activities in the performance of the Contract with those of the NH Department of Corrections. As the work of the Contractor progresses, the Contractor shall make advice and information on matters covered by the Contract available to NH Department of Corrections as requested by NH Department of Corrections throughout the effective period of the Contract and any renewals thereof.

9. Bankruptcy or Insolvency Proceeding Notification:

- 9.1. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Contractor shall 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 Contractor shall consist of:
- 10.1.1. Request for Proposal (RFP) and any amendments thereto;
 - 10.1.2. Proposal submitted by the Vendor in response to the RFP; and/or
 - 10.1.3. 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 is approved by 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 Contractor, 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 Contractor 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 Contractor.
- 11.3. The NH Department of Corrections reserves the right to terminate the Contract without penalty or recourse by giving the Contractor 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 this Contract for the convenience of the State with no penalties by giving the Contractor sixty (60) days notice of said cancellation.

12. Contractor Transition:

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

14. Additional Items/Locations:

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

15. Information:

15.1. In performing its obligations under the Contract, the Contractor may gain access to information of applicants for employment, including confidential Protected Health Information (PHI). The Contractor 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 Contractor's performance under the Contract.

15.2. The Contractor agrees to maintain the confidentiality of and to protect from unauthorized use, disclosure, publication, reproduction any and all information of the applicants that becomes available to the Contractor in connection with its performance under the Contract.

15.3. In the event of unauthorized use or disclosure of the applicant's information, the Contractor shall immediately notify the NH Department of Corrections.

15.4. All material developed or acquired by the Contractor, due to work performed under the Contract, shall become the property of the State of New Hampshire. No material or reports prepared by the Contractor shall be released to the public without the prior written consent of NH Department of Corrections.

15.5. All financial, statistical, personnel and/or technical data supplied by NH Department of Corrections to the Contractor are confidential. The Contractor is required to use reasonable care to protect the confidentiality of such data. Any use, sale or offering of this data in any form by the Contractor, or any individual or entity in the Contractor's charge or employ, will be considered a violation of the Contract and any renewals thereof and may be cause for Contract termination. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

16. Public Records:

NH RSA 91-A guarantees access to public records. As such, all responses to a competitive solicitation are public records unless exempt by law. Any information submitted as part of a bid in response to this Request for Proposal or Request for Bid (RFB) or Request for Information (RFI) may be subject to public disclosure under RSA 91-A, <http://www.gencourt.state.nh.us/rsa/html/VI/91-A/91-A-mrg.htm>. In addition, in accordance with RSA 9-F:1, <http://www.gencourt.state.nh.us/rsa/html/I/9-F/9-F-1.htm>, any contract entered into as a result of this RFP (RFB or RFI) will be made accessible to the public online via the website: Transparent NH <http://www.nh.gov/transparentnh/>. Accordingly, business financial information and proprietary information such as trade secrets, business and financial models and forecasts, and proprietary formulas may be exempt from public disclosure under, RSA 91-A:5, IV, <http://www.gencourt.state.nh.us/rsa/html/VI/91-A/91-A-5.htm>. If a Bidder believes that any information submitted in response to a Request for Proposal, Bid or Information, should be kept confidential as financial or proprietary information, the Bidder must specifically identify that information in a letter to the State Agency. Failure to comply with this section may be grounds for the complete disclosure of all submitted material not in compliance with this section.

17. Special Notes:

- 17.1. The headings and footings of the sections of this document are for convenience only and shall not affect the interpretation of any section.
- 17.2. The NH Department of Corrections reserves the right to require use of a third party administrator during the life of the Contract and any renewals thereof.
- 17.3. 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 Contractor.
- 17.4. 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:
 - 17.4.1. Give the Contractor fourteen (14) days written notice of the proposed change; and
 - 17.4.2. Secure the Contractor's written agreement to the proposed changes.
- 17.5. 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.
- 17.6. Any change in the Contract including the Contractors responsibilities and the 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 Contractor and the NH Department of Corrections approved by the Governor and Executive Council.

The remainder of this page is intentionally blank.

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

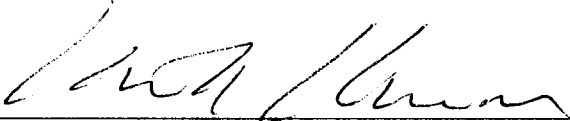
<u>Availability:</u>	<u>Yes</u>	<u>No</u>
Appointment within twenty-four (24) hours	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Appointment within forty-eight (48) hours	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Appointment within seventy two (72) hours	<input checked=""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

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

1. Signature Page

The Vendor proposes to provide Pre-Assignment and Fitness for Duty Exam Services for the New Hampshire Department of Corrections (NHDOC) in conformance with all terms and conditions of this RFP and the Vendor provides pricing information as an Attachment to this proposal for providing such products and services in accordance with the provisions and requirements specified in this RFP document.

The pricing information quoted by the Vendor as an attachment to this document represents the total price(s) for providing any and all service(s) according to the provisions and requirements of the RFP, which shall remain in effect through the end of this procurement process and throughout the contracting process until the contract completion date as listed on the State Contract form P/37, section 1.7 - Completion Date.

 03/25/2015

AUTHORIZED SIGNATURE DATE

William N. Windler, MD - President

NAME AND TITLE OF SIGNOR (Please Type)

THE VENDOR ASSUMES ALL RISKS THAT ACTUAL FUTURE FIGURES MAY VARY FROM POPULATION PRESENTED AS PART OF THIS RFP.

If the NH Department of Corrections determines it is in the best interest of the State, it may seek a “BEST AND FINAL OFFER” (BAFO) from vendors submitting acceptable and/or potentially acceptable proposals. The “BEST AND FINAL OFFER” would provide a Vendor the opportunity to amend or change its original proposal to make it more acceptable to the State. NH Department of Corrections reserves the right to exercise this option.

Financial responsibility for preparation of proposals is the sole responsibility of the Vendor. The solicitation of the Request for Proposals shall not commit the NH Department of Corrections to award a Contract(s).


Financial commitment by the NH Department of Corrections will not occur until such time as the Governor and the Executive Council of the State of New Hampshire approve a Contract(s).

**Estimated Budget/Method of Payment
Exhibit B**

1. Estimated Budget (Budget Sheet), Pre-Assignment and Fitness for Duty Exam Services

Name of Contractor: (must be the same as found of the Certificate of Good Standing)	The Doctor's Office at Salmon Street, P.C.
---	--

Item #	Description of Services	Est. Vol.	Unit Cost	Extended Cost (Est. Vol. X Unit Cost)
1.	Pre-Assignment Physical Examination for Officers (inclusive of Mantoux, Dipstick u/a & Audiology)	72	\$95	\$6,840.00
2.	Pre-Assignment Physical Examination for Civilians (inclusive of Mantoux & Dipstick u/a)	35	\$85	\$2,975.00
3.	Audiology Screen using Audiometer	4	\$15	\$60.00
4.	Mantoux Test	5	\$10	\$50.00
5.	Electrocardiogram (EKG)	10	\$40	\$40.00
6.	Chest X-Ray (CXR)	4	\$60	\$240.00
7.	Hepatitis B Vaccine - [Series of three (3)] -- COST PER DOSE	9	\$65	\$585.00
8.	General Fitness for Duty Examination (specific to occupational demands and/or individual medical condition)	1	\$75	\$75.00
9.	Duty Specific Fitness for Duty Evaluation (inclusive of Medical Questionnaire Review)	1	\$75	\$75.00
Annual Est. Budget (Sum of Total Cost Column)			\$	11,250.00
Total Est. Budget (Total Cost Column X 2 Years)			\$	22,500.00

Vendor Initials: 

3. Method of Payment:

- 3.1. 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.
- 3.2. Original invoices shall be submitted no later than sixty (60) days post-date of services rendered.
- 3.3. Invoices shall be sent to the NH Department of Corrections, c/o Director of Human Resources, PO Box 1806, Concord, NH 03302-1806.
- 3.4. Once approved, the original invoices shall be forwarded to the Department's Bureau of Financial Services for processing.
- 3.5. The NH Department of Corrections may make adjustments to the payment amount identified on a Contractor's monthly invoice. The NH Department of Corrections may suspend payment to an invoice if an invoice is not in accordance with the instructions established by the NH Department of Corrections and Contract Terms and Conditions and Estimated Budget/Method of Payment, Exhibit B.
- 3.6. 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:
 - 3.6.1. invoice date & number, facility and applicant's name receiving the Pre-Assigned and/or Fitness for Duty Exam;
 - 3.6.2. quantity, description of services rendered;
 - 3.6.3. dates of said service(s); and
 - 3.6.4. cost of services(s).
- 3.7. Contractor invoices shall be limited to services performed according to the Estimated Budget Pre-Assignment and Fitness for Duty Exam Service schedule.
- 3.8. 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.
- 3.9. For contracting purposes, the State's Fiscal Calendar Year starts on July 1st and ends on June 30th of the following year. For budgeting purposes, year one (1) of the Contract shall end on June 30, 2016.

4. Appropriation of Funding

- 4.1. The Contractor shall agree that the funds expended for the purposes of the Contract must be appropriated by the General Court of the State of New Hampshire for each State fiscal year included within the Contract period. Therefore, the Contract shall automatically terminate without penalty or termination costs if such funds are not fully appropriated.
 - 4.1.1. In the event that funds are not fully appropriated for the Contract, the Contractor shall not prohibit or otherwise limit NH Department of Corrections the right to pursue and contract for alternate solutions and remedies as deemed necessary for the conduct of State government affairs.
 - 4.1.2. The requirements stated in this paragraph shall apply to any amendments, thereof, or the execution of any option to extend the Contract.

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Section D: Special Provisions, Exhibit C

1. Special Provisions:

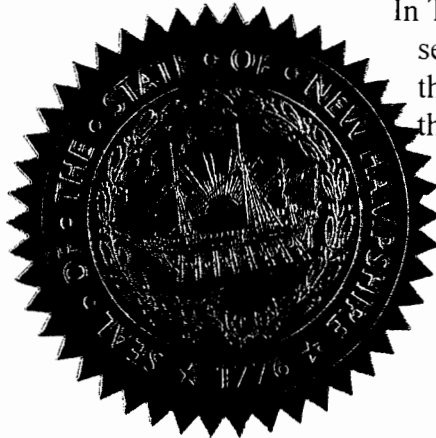
- 1.1. To amend the Insurance provision, section 14.3, of the original P-37 contract by changing the last sentence of the clause to: "Cancellation notice by the Insurer to the Certificate Holder will be delivered in accordance with the policy provisions."

The remainder of this page is intentionally blank.

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 19th day of March, A.D. 2015

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

William M. Gardner
Secretary of State

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, 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 01/09/2015.
(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

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 03-18-2015.
(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)
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 <table border="1"> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Graphic Arts Mutual Insurance</td> <td>25984</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> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER	NAIC #	INSURER A: Graphic Arts Mutual Insurance	25984	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER	NAIC #																
INSURER A: Graphic Arts Mutual Insurance	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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			4354880	12/31/2014	12/31/2015	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/POP AGG \$ 4,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED 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		N/A	4382663	12/31/2014	12/31/2015	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER 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:																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>NHMMJUA</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 #																			
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INSURER F:																					
INSURED William N. Windler M.D. c/o The Doctors Office at Salmon St., PC 102 Bay St. Manchester NH 03104																					

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 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 checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				NHJUA11148 Medical Professional Liability	6/15/2014	6/15/2015	EACH OCCURRENCE	\$ 1,000,000
								DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
								MED EXP (Any one person)	\$
								PERSONAL & ADV INJURY	\$
								GENERAL AGGREGATE	\$ 3,000,000
								PRODUCTS - COMP/OP AGG	\$
									\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS							COMBINED SINGLE LIMIT (Ea accident)	\$
								BODILY INJURY (Per person)	\$
								BODILY INJURY (Per accident)	\$
								PROPERTY DAMAGE (Per accident)	\$
									\$
	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 STATUTORY LIMITS	OTHER
								E.L. EACH ACCIDENT	\$
								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.

Re-Issued 3/25/2015

CERTIFICATE HOLDER CANCELLATION

New Hampshire Dept. of Corrections PO Box 1806 Concord, NH 03302	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
--	--

**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

03/18/2015

Date

This acknowledgement must be returned with your proposal.

NH DEPARTMENT OF CORRECTIONS
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. 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, Department of Health and Human Services.

(1) Definitions

- a. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- b. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- c. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- d. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.
- e. "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).
- f. "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.
- g. "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.
- h. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- i. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- j. "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.
- k. 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.

(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 immediately notify Business Associate 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 on the 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.

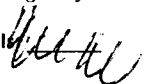
(3) Obligations and Activities of Business Associate

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, of which it becomes aware, within two (2) business days of becoming aware of such unauthorized use or disclosure or security incident.

b. Business Associate shall use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of protected health information, in electronic or any other form, that it creates, receives, maintains or transmits under this Agreement, in accordance with the Privacy and Security Rules, to prevent the use or disclosure of PHI other than as permitted by the Agreement.

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 I. 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, as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, 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.

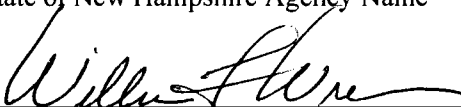
d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA and the Privacy and Security Rule.

e. Segregation. If any term or condition of this Exhibit I 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 I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3.d and standard contract provision #13, shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT.

NH Department of Corrections
State of New Hampshire Agency Name


Signature of Authorized Representative

William L. Wren
Authorized DOC Representative Name

Commissioner
Authorized DOC Representative Title

5/19/15
Date

The Doctor's Office at Salmon Street, PC
Contractor Name


Contractor Representative Signature

William N. Windler, MD
Authorized Contractor Representative Name

President
Authorized Contractor Representative Title

03-18-2015
Date

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.

William N. Windler, MD
Name


Signature

03-18-2015
Date

Julie Z. Swiadas
Witness Name

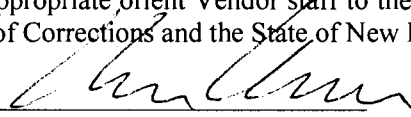

Signature

03-18-2015
Date

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

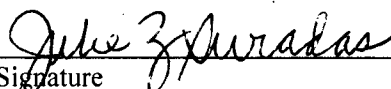
1. Engaging in any of the following activities with persons under departmental control is strictly prohibited:
 - a. Any contact, including correspondence, other than in the performance of your services for which you have been contracted.
 - b. Giving or selling of anything
 - c. Accepting or buying 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

03-18-2015
Date

Julie Z. Swiadras
Witness Name


Signature

03-18-2015
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.

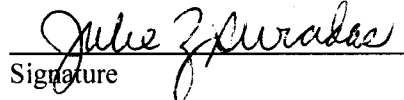
Any violation of the above may result in immediate termination of any and all contractual obligations.

William N. Windler, MD
Name


Signature

03-18-2015
Date

Julie Z. Swiadas
Witness Name


Signature

03-18-2015
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

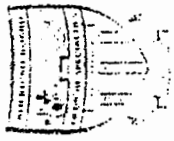
has been duly registered to practice medicine
in this state through

6/30/2016

Mark Sullivan PA-C
President

The American Board of Preventive Medicine

Incorporated



*Organized to Encourage the Study, Improve the Practice
and Advance the Cause of Preventive Medicine*

This Certifies that

William Nelson Mindler, M.D.

*has satisfied the requirements of the Board and has hereby
Maintained certification in the specialty of*

Occupational Medicine



January 1, 2009 to

January 31, 2019

Certificate No. [REDACTED]

Clyde S. Alexander
CHAIR

Just Klyman
VICE CHAIR

[Signature]
SECRETARY

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

GRACIELA- SILVIA SIRONICH-KALKAN, MD

License #: [REDACTED]

Issued: 2/1/2012



has been duly registered to practice medicine
in this state through 6/30/2016

Mark Sullivan PA-C
President

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