



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF CORRECTIONS  
DIVISION OF ADMINISTRATION

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

603-271-5610 FAX: 1-888-908-6609  
TDD Access: 1-800-735-2964  
www.nh.gov/nhdoc

Helen E. Hanks  
Commissioner

Robin H. Maddaus  
Director

January 22, 2018

His Excellency, Governor Christopher T. Sununu  
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 ExpressMed, LLC d/b/a Orchard Medical Management, (VC# 158568), 1 Highlander Way, Manchester, NH 03103, in the amount of \$42,635.00, for the provision of Pre-Assignment & Fitness for Duty Exam Services effective upon Governor and Executive Council approval through June 30, 2020, with the option to renew for one (1) additional period of up to two (2) years. 100% General Funds

Funding is available in the account *Human Resources*: 02-46-46-460010-8301-101-500729, 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 2020 is contingent upon the availability and continued appropriation of funds.

ExpressMed, LLC d/b/a Orchard Medical Management				
Account	Description	SFY 2018	SFY 2019	SFY 2020
02-46-46-460010-8301-101-500729	Medical Providers	12,195.00	16,045.00	14,395.00
Total Contract Amount				\$ 42,635.00

**EXPLANATION**

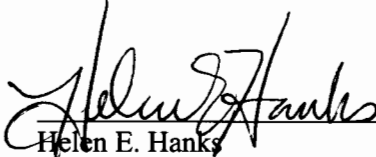
The New Hampshire Department of Corrections issued an Request for Proposal (RFP) for the provision of Pre-Assignment & Fitness for Duty Exam Services, RFP NHDOC 18-03-GFHR, due to the current provider, The Doctor's Office At Salmon Street P.C., closing the practice. The RFP was posted on the New Hampshire Department of Corrections website: <http://www.nh.gov/nhdoc/business/rfp.html> for six (6) consecutive weeks and notified ten (10) potential vendors of the RFP posting. As a result of the issuance of the RFP, two (2) potential vendors responded by submitting a proposal. After the review of the proposals, in accordance with the Terms and Conditions of the RFP, the New Hampshire Department of Corrections awarded the contract to ExpressMed, LLC d/b/a Orchard Medical Management, in the amount of \$42,635.00.

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 ensure 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 18-03-GFHR was scored by a three person evaluation committee utilizing a consensus methodology for the purposes of preserving the privacy of the evaluators. The evaluation committee consisted of New Hampshire Department of Corrections employees: Linda McDonald, Program Specialist II, Bureau of Human Resources, Donna Maltais, Training Bureau Program Assistant, Training Bureau and Lisa Currier, Program Specialist III, Bureau of Human Resources.

Respectfully Submitted,

  
Helen E. Hanks  
Commissioner



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

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

**603-271-5610 FAX: 1-888-908-6609  
TDD Access: 1-800-735-2964  
www.nh.gov/nhdoc**

**Helen E. Hanks  
Commissioner**

**Robin H. Maddaus  
Director**

**RFP Bid Evaluation and Summary  
Pre-Assignment and Fitness for Duty Exam Services  
NHDOC 18-03-GFHR**

**Proposal Receipt and Review:**

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

**Proposal Evaluation Criteria:**

- Proposals will be evaluated based upon the proven ability of the respondents to satisfy the requirements of this request in the most cost-effective manner. Specific criteria are:
  - a. Total Estimated Cost – 50 points
  - b. Organizational Capability – 15 points
  - c. Program Structure/Plan of Operation – 25 points
  - d. Financial Stability – 5 points
  - e. Qualitative 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 31 of NHDOC 18-03-GFHR Pre-Assignment and Fitness for Duty Exam Services RFP.
  - a. The contract will be awarded to the Bidder submitting a response based on the demonstrated capabilities and skills in relation to the needs of the services identified in the RFP without reducing the current functions of the Department and as long as the Vendor's Total Estimated Cost, Organizational Capability, Program Structure/Plan of Operation, Financial Stability and Qualitative References are acceptable to the Department.

**Evaluation Team Members:**

- Linda McDonald, Program Specialist II, Bureau of Human Resources, NH Department of Corrections
- Donna Maltais, Training Bureau Program Assistant, Bureau of Training, NH Department of Corrections
- Lisa Currier, Program Specialist III, Bureau of Human Resources, NH Department of Corrections

---

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



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF CORRECTIONS  
DIVISION OF ADMINISTRATION

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

603-271-5610 FAX: 1-888-908-6609  
TDD Access: 1-800-735-2964  
www.nh.gov/nhdcc

Helen M. Hanks  
Commissioner

Robin H. Maddaus  
Director

**RFP Scoring Matrix**  
**Pre-Assignment and Fitness for Duty Exam Services**  
**NHDOC 18-03-GFHR**

Respondents:

- ExpressMed, LLC d/b/a Orchard Medical Management  
1 Highlander Way  
Manchester, NH 03103*
- Occupational Health Centers Southwest, P.A.  
d/b/a Concentra Medical Centers  
5080 Spectrum Drive, Suite #1200W  
Addison, TX 75001*

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 technical and cost-effective manner.
  - Total Estimated Cost – 50 points
  - Organizational Capability – 15 points
  - Program Structure/Plan of Operation – 25 points
  - Financial Stability – 5 points
  - Qualitative References – 5 points

NHDOC 18-03-GFHR RFP Scoring Matrix			
Evaluation Criteria	RFP Weight Point Value	ExpressMed, LLC d/b/a Orchard Medical Management	Occupational Health Centers Southwest, P.A. d/b/a Concentra Medical Centers
Total Estimated Cost	50	50	47
Organizational Capability	15	14	10
Program Structure/Plan of Operation	25	25	25
Financial Stability	5	5	5
Qualitative References	5	5	5
<b>Total</b>	<b>100</b>	<b>99</b>	<b>92</b>

Contract Award:

- ExpressMed, LLC d/b/a Orchard Medical Management  
1 Highlander Way  
Manchester, NH 03103*

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



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF CORRECTIONS  
DIVISION OF ADMINISTRATION

P.O. BOX 1806  
CONCORD, NH 03302-1806  
603-271-5610 FAX: 1-888-908-6609  
TDD Access: 1-800-735-2964  
[www.nh.gov/nhdcc](http://www.nh.gov/nhdcc)

Helen E. Hanks  
Commissioner

Robin H. Maddaus  
Director

**RFP Evaluation Committee Member Qualifications**  
**Pre-Assignment and Fitness for Duty Exam Services**  
**NHDOC 18-03-GFHR**

**Linda McDonald, Program Specialist II, Bureau of Human Resources:**

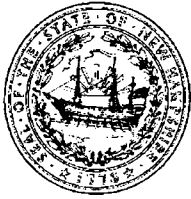
Mrs. McDonald has served as the Supervisor of the Recruiting office since July of 2007. Her position oversees all aspects of recruiting for the NH Department of Corrections. The Recruiting Office processes candidates from first inquiry through date of hire, including helping supervisors in their roles through the recruiting process. Prior to her promotion to Program Specialist II, Mrs. McDonald worked as the Human Resources Coordinator in the Lakes Region Facility.

**Donna Maltais, Training Bureau Program Assistant, Bureau of Training:**

Mrs. Maltais is a highly skilled career professional with more than 20 years of practical experience in correctional healthcare. Mrs. Maltais has extensive knowledge in administrative and management principles involving nursing administration and practices in the delivery of healthcare specifically in a correctional environment. Currently, Mrs. Maltais serves as the Program Assistant for the Bureau of Training for the NH Department of Corrections. Prior to this position, Mrs. Maltais served as the Acting Director of Nursing for the Division of Medical and Forensic Services from 2002 to her retirement of full-time status. During Mrs. Maltais tenure of Acting Director of Nursing, she held her certification as a board certified nurse in mental health and in Healthcare Administration.

**Lisa Currier, Program Specialist III, Bureau of Human Resources:**

Mrs. Currier has served as a part-time Program Specialist III since June 2015. Her position performs functions related to departmental reorganization, position reviews, reclassifications, statistics and policy review working closely with the NH Department of Correction's Bureau of Human Resources. Prior to this position, Mrs. Currier worked in human resource management roles for nearly 33 years. She worked for the NH Department of Health and Human Services as a Human Resource Coordinator and subsequently served as the Human Resource Administrator for the NH Department of Corrections; managing the Department's Human Resource Bureau and overseeing all related serves associated with employment and compliance with applicable policies, rules and laws.



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF CORRECTIONS  
DIVISION OF ADMINISTRATION

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

603-271-5610 FAX: 1-888-908-6609  
TDD Access: 1-800-735-2964  
[www.nh.gov/nhdocus](http://www.nh.gov/nhdocus)

Helen E. Hanks  
Commissioner

Robin H. Maddaus  
Director

**Bidders List**  
**Pre-Assignment and Fitness for Duty Exam Services**  
**NHDOC 18-03-GFHR**

**Androscoggin Valley Hospital**

59 Page Hill Road  
Berlin, NH 03570  
Susan Lessard, ARNP  
Occupational Health Coordinator  
(o) 603-326-5797  
(e) [susan.lessard@avnhn.org](mailto:susan.lessard@avnhn.org)  
(w) [www.avnhn.org](http://www.avnhn.org)

**Catholic Medical Center**

Andrea Rathbon,  
Director of Managed Care & Accountable Care  
Network  
100 McGregor Street  
Manchester, NH 03102  
(o) 603-663-6383  
(e) [arathbon@cmc-nh.org](mailto:arathbon@cmc-nh.org)  
(w) [www.catholicmedicalcenter.org](http://www.catholicmedicalcenter.org)

**Concentra**

1 Pillsbury Street  
Concord, NH 03301  
(o) 603-718-5393  
(f) 603-228-9730  
(e) [mark\\_faenza@concentra.com](mailto:mark_faenza@concentra.com)  
(e) [Tony\\_Silva@concentra.com](mailto:Tony_Silva@concentra.com)

**Concord Hospital**

250 Pleasant Street  
Concord, NH 03301  
Scott Sloane  
VP of Finance  
(o) 603-230-6059  
(o) 603-225-2711  
(e) [ssloane@crhc.org](mailto:ssloane@crhc.org)  
(w) [www.concordhospital.org](http://www.concordhospital.org)

**Convenient MD Urgent Care**

8 Loudon Road  
Concord, NH 03301  
(o) 603-226-9000  
(e) [www.convenientmd.com/contact-us/](http://www.convenientmd.com/contact-us/)  
(w) [www.convenientmd.com](http://www.convenientmd.com)

**Coos County Family Health Services**

133 Pleasant Street  
Berlin, NH 03570  
(o) 603-752-2040  
(e) [info@ccfhs.org](mailto:info@ccfhs.org)  
(w) [www.coosfamilyhealth.org](http://www.coosfamilyhealth.org)

**ExpressMED, LLC d/b/a Orchard Medical Management**

1 Highlander Way  
Manchester, NH 03103  
Eileen M. Bernard  
Director of Client Services  
(o) 603-625-2622  
(f) 603-626-1816  
(e) [ebernard@nhoccupationalhealth.com](mailto:ebernard@nhoccupationalhealth.com)  
(w) [www.expressmednh.com](http://www.expressmednh.com)

**Littleton Regional Hospital**

600 St. Johnsbury Road  
Littleton, NH 03561  
Wendy Mason  
Manager, Occupational Health Department  
(o) 603-444-9294  
(e) [wmason@littletonhospital.org](mailto:wmason@littletonhospital.org)  
(w) [occhealth@littletonhospital.org](mailto:occhealth@littletonhospital.org)

---

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

**Portsmouth Regional Hospital**

**Occupational Health Services of PRH, LLC**

25 New Hampshire Avenue, Suite 105

Pease International Tradeport

Portsmouth, NH 03801

(o) 603-430-9675

(f) 603- 334-6088

(e) [www.portsmouthhospital.com/about/contact-us/contact-us-form.dot](http://www.portsmouthhospital.com/about/contact-us/contact-us-form.dot)

(w) [www.portsmouthhospital.com](http://www.portsmouthhospital.com)

**Parkland Medical Center**

Nutfield Medical Office Building

44 Birch Street, Building A – Suite 306

Derry, NH 03038

(o) 603-421-3680

(f) 603-421-3681

(e) <https://portsmouthhospital.com/about/contact-us/contact-us-form.dot>

(w) [www.portsmouthhospital.com](http://www.portsmouthhospital.com)

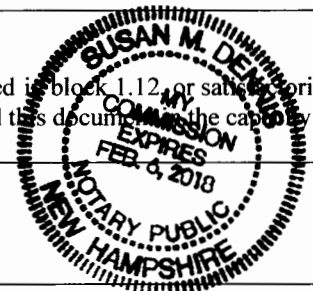
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS****1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Corrections		1.2 State Agency Address P.O. Box 1806, Concord, NH 03302 105 Pleasant Street, Concord, NH 03301	
1.3 Contractor Name ExpressMed LLC d/b/a Orchard Medical Management		1.4 Contractor Address 35 Kosciuszko Street, Manchester NH 03101 1 Highlander Way, Manchester, NH 03103	
1.5 Contractor Phone Number (603) 627-8053	1.6 Account Number 02-46-46-460010-8301-101-500729	1.7 Completion Date June 30, 2020	1.8 Price Limitation \$42,635.00
1.9 Contracting Officer for State Agency Helen E. Hanks, Commissioner		1.10 State Agency Telephone Number 603-271-5603	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Nick Vailas, President	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsboro</u> On <u>Dec 18, 2017</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or s/he executed this document as the capable person indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] <u>Susan M Dennis</u>			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Susan M Dennis Business Administrator</u>			
1.14 State Agency Signature <u>Helen E. Hanks</u> Date: <u>1/25/18</u>		1.15 Name and Title of State Agency Signatory Helen E. Hanks, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <u>J. Curran</u> On: <u>2/6/18</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			





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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

## **8. EVENT OF DEFAULT/REMEDIES.**

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

## **9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

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

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

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

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

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

## **12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.**

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

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

## **14. INSURANCE.**

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

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 thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) 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 unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

#### **19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

**SECTION D: Scope of Services, Exhibit A**

**1. Purpose:**

The purpose of this Request for Proposal is to seek Pre-Assignment and Fitness for Duty Medical 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 Contractor's physical address of doing business or at their satellite locations. Services provided shall be for applicants seeking employment with the NH Department of Corrections.

**2. Terms of Contract:**

A Contract awarded by the NH Department of Corrections as a result of this RFP is expected to be effective upon Governor and Executive Council (G&C) approval of the State of New Hampshire through June 30, 2020, with an option to renew for one (1) an 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. Credentials:**

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

- 3.1. The Contractor will provide proof of licensures, certifications and/or qualifications of the professionals providing requested services (**redact all personal information**).
- 3.2. 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.

**4. Description of Pre-Assignment and Fitness for Duty Medical Exam Services:**

- 4.1. Pre-Assignment Examinations:
  - 4.1.1. Pre-Assignment Examinations will be scheduled after the applicant has accepted a conditional offer of employment;
  - 4.1.2. Documentation will be recorded on forms provided by the NH Department of Corrections; and
  - 4.1.3. 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.
  - 4.1.4. The examination will include:
    - 4.1.4.1. Medical and Occupational History;
    - 4.1.4.2. Physical Examination of all body systems;
    - 4.1.4.3. Tuberculosis (TB) Screening:
      - a. Mantoux Skin Test will be administered to all applicants unless specifically waived by the NH Department of Corrections for section 4.1.5.2.;
      - 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.
    - 4.1.4.4. Audiology Screening via pure tone audiometer for Officer applicants only;

Scope of Services  
Exhibit A

- 4.1.4.5. Urinalysis (U/A) via dipstick; and
- 4.1.4.6. Electrocardiogram (EKG) per community clinical standards.
- 4.1.5. Addressing significant findings:
  - 4.1.5.1. Positive responses to any question to Section 1 (To Be Filled Out by Applicant) of the Medical History Form must be addressed and commented upon in Box 9, Physician's Summary (p.4), of that form; and
  - 4.1.5.2. Positive clinical findings to any question to Section 2 (To Be Filled Out by Licensed Physician) of the Medical History Form must be addressed and commented upon in Box 9, Physician's Summary (p.4), of that form.
- 4.1.6. Distribution:
  - 4.1.6.1. 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. Medical Follow-Up Notice, if applicable; and
    - d. Audiology Referral Memorandum and Medical Standards for recourse audiology testing, if applicable.
  - 4.1.6.2. 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: Human Resource Administrator  
P.O. Box 1806  
Concord, NH 03302-1806
  - 4.1.6.3. Contractor is to retain copies of form included in the packet.
  - 4.1.6.4. **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 Human Resource Administrator or designee.**
- 4.2. Fitness for Duty Determination:
  - 4.2.1. General Fitness for Duty Examinations:
    - 4.2.1.1. At the request of the NH Department of Corrections, employees may be scheduled to have an evaluation of their health status as it relates to:
      - a. their physical capacity to perform their required duties and/or
      - b. the communicability of disease.
    - 4.2.1.2. These evaluations are tailored to the occupation of the employee and the environment in which the employee works.
  - 4.2.2. 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.

**Scope of Services  
Exhibit A**

- 4.2.2.1. 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
  - 4.2.2.2. 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.
- 4.3. Immunizations:
  - 4.3.1. Correctional Officers and direct patient care Health Services staff will be offered the Hepatitis B vaccine, consisting of a series of three (3) injections;
  - 4.3.2. Administration of the series will begin after the date of hire; and
  - 4.3.3. Employees are responsible for making and keeping appointments for receiving the vaccine.
- 5. **Other Contract Provisions:**
  - 5.1. Notification of Required Services: The NH Department of Corrections, Human Resource Administrator, or designee, shall contact the Contractor when service is required.
  - 5.2. Rules and Regulations: The Contractor agrees to comply with all rules and regulations of the NH Department of Corrections.
  - 5.3. Contractor Employee Information: (NOT APPLICABLE)
  - 5.4. 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.
  - 5.5. Contractor Designated Liaison: The Contractor shall designate a representative to act as a liaison between the Contractor and the NH Department of Corrections for the duration of the Contract and any renewals thereof. The Contractor shall notify the NH Department of Corrections of such named Liaison within five (5) days after the award of the Contract: submit a written identification and notification to NH Department of Corrections of the **business (no personal information)** name, title, address, telephone number, fax number and e-mail address of one (1) individual within its organization as a duly authorized representative to whom all correspondence, official notices and requests related to the Contractor's performance under the Contract.
    - 5.5.1. 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.
    - 5.5.2. 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.
    - 5.5.3. Changes of the named Liaison by the Contractor must be made in writing and forwarded to: NH Department of Corrections, Human Resource Administrator or designee, P.O. Box 1806, Concord, NH 03302.
  - 5.6. Contractor's Liaison's Responsibilities: The Contractor shall designate a representative to act as a liaison between the Contractor and the NH Department of Corrections for the duration of

**Scope of Services**  
**Exhibit A**

the Contract and any mutually agreed upon renewals thereof. The representative shall be responsible for:

- 5.6.1. Representing the Contractor on all matters pertaining to the Contract. Such as representative shall be authorized and empowered to represent the Contractor regarding all aspects of the Contract and any mutually agreed upon renewals thereof;
  - 5.6.2. Monitoring the Contract's compliance with the terms of the Contract and any mutually agreed upon renewals thereof;
  - 5.6.3. 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 mutually agreed upon renewals thereof; and
  - 5.6.4. Meeting with representatives of NH Department of Corrections on a periodic or as-needed basis to resolve issues which may arise.
- 5.7. NH Department of Corrections Contract Liaison Responsibilities: The NH Department of Corrections' Commissioner of Corrections, or designee, shall act as liaison between the Contractor and NH Department of Corrections for the duration of the Contract and/or 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. NH Department of Corrections representative shall be responsible for:
- 5.7.1. Representing NH Department of Corrections on all matters pertaining to the Contract and any mutually agreed upon renewals thereof. The representative shall be authorized and empowered to represent NH Department of Corrections regarding all aspects of the Contract subject to the New Hampshire Governor and Executive Council approval, where needed;
  - 5.7.2. Monitoring compliance with the terms of the Contract and any mutually agreed upon renewals thereof;
  - 5.7.3. Responding to all inquiries and requests related to the Contract made by the Contractor, under the terms and in the time frames specified by the Contract and any mutually agreed upon renewals thereof;
  - 5.7.4. Meeting with the Contractor's representative on a periodic or as needed basis and resolving issues which arise; and
  - 5.7.5. Informing the Contractor of any discretionary action taken by NH Department of Corrections pursuant to the provisions of the Contract and any mutually agreed upon renewals thereof.
- 5.8. Reporting Requirements: The Contractor shall provide any and all reports as requested on an as-needed basis according to a schedule and format to be determined by the NH Department of Corrections.
- 5.9. Performance Evaluation: NH Department of Corrections shall, at its sole discretion:
- 5.9.1. Monitor and evaluate the Contractor's compliance with the terms of the Contract and any mutually agreed upon renewals thereof;
  - 5.9.2. The Human Resource Administrator or designee of the NH Department of Corrections may meet with the Contractor at a minimum of twice (2) a year to assess the performance of the Contractor relative to the Contractor's compliance with the Contract and any mutually agreed upon renewals thereof;



**Scope of Services**  
**Exhibit A**

- 5.9.3. Request additional reports and/or reviews that the NH Department of Corrections deems necessary for the purposes of monitoring and evaluating the performance of the Contractor under the Contract and any mutually agreed upon renewals thereof;
- 5.9.4. Inform the Contractor of any dissatisfaction with the Contractor's performance and include requirements for the Contractor to complete corrective actions within fourteen (14) days;
- 5.9.5. Terminate the Contract, if NH Department of Corrections determines that the Contractor is:
  - 5.9.5.1. Not in compliance with the terms of the Contract;
  - 5.9.5.2. If satisfactory corrective action in 5.9.4. is not achieved; and
  - 5.9.5.3. Terminate the Contract as otherwise permitted by law and any mutually agreed upon renewals thereof.
- 5.9.6. Review reports submitted by the Contractor. NH Department of Corrections shall determine the acceptability of the reports. If they are not deemed acceptable, the NH Department of Corrections shall notify the Contractor and explain the deficiencies.
- 5.9.7. Give the Contractor prior notice of any on-site visit requested by the NH Department of Corrections or its agents to conduct an audit review of any records pertaining to the Contract and any mutually agreed upon renewals thereof.
- 5.10. Coordination of Efforts: The Contractor shall fully coordinate their activities in the performance of the Contract with those of the NH Department of Corrections. As the work of the Contractor progresses, advice and information on matters covered by the Contract shall be made available by the Contractor to NH Department of Corrections as requested by the Department throughout the effective period of the Contract and any mutually agreed upon renewals thereof.

**6. Bankruptcy or Insolvency Proceeding Notification:**

- 6.1. 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.
- 6.2. 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.

**7. Embodiment of the Contract:**

- 7.1. The Contract between the NH Department of Corrections and the Contractor shall consist of:
  - 7.1.1. Request for Proposal (RFP), any addendums and any amendments thereto;
  - 7.1.2. Proposal submitted by the Vendor in response to the RFP; and/or
  - 7.1.3. 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.
- 7.2. 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 7.1.3. shall govern.
- 7.3. 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



**Scope of Services  
Exhibit A**

case of conflict with the applicable requirements stated in the RFP or the Contractor's Proposal and/or the result of a Contract.

**8. Cancellation of Contract:**

- 8.1. 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.
- 8.2. 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.
- 8.3. 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.
- 8.4. 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) day notice of said cancellation.

**9. 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 Vendor to assure the orderly and uninterrupted transition from one Vendor to another.

**10. 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.

**11. Information:**

- 11.1. In performing its obligations under the Contract, the Contractor may gain access to information of the applicants for employment including confidential information. 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.
- 11.2. The Contractor agrees to maintain the confidentiality of and to protect from unauthorized use, disclosure, publication, reproduction and all information of the applicants for employment that becomes available to the Contractor in connection with its performance under the Contract.
- 11.3. In the event of unauthorized use or disclosure of applicants for employment information, the Contractor shall immediately notify the NH Department of Corrections.
- 11.4. All material developed or acquired by the Contractor, as a result of work under the Contract shall become the property of the State of New Hampshire. No material or reports prepared by the Contractor shall be released to the public without the prior written consent of NH Department of Corrections.
- 11.5. 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 may result in contract termination. In addition,

**Scope of Services  
Exhibit A**

such conduct may be reported to the State Attorney General for possible criminal prosecution.

**12. 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/VI/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.

If any information being submitted in response to this request for proposal should be kept confidential as financial or proprietary information; the contractor must specifically identify that information in a letter to the agency and mark the information within the proposal as such.

Marking the entire Proposal or entire sections of the Proposal (e.g. pricing) as confidential will neither be accepted nor honored. Notwithstanding any provision in this RFP to the contrary, Contract pricing shall be subject to disclosure upon approval of a contract by the Governor and Executive Council.

Generally, each Proposal shall become public information upon the approval of Governor and Council of the resulting contract, as determined by the State, including but not limited to, RSA Chapter 91-A (Right to Know Law). The State will endeavor to maintain the confidentiality of portions of the Proposal that are clearly and properly marked confidential. If a request is made to the State to view portions of a Proposal that the Contractor has properly and clearly marked confidential, the State will notify the Contractor of the request and of the date and the State plans to release the records. A designation by the Contractor of information it believes exempt does not have the effect of making such information exempt. The State will determine the information it believes is properly exempted from disclosure. By submitting a Proposal, Contractors agree that unless the Contractor obtains a court order, at its sole expense, enjoining the release of the requested information, the State may release the requested information on the date specified in the State's notice without any liability to the Contractor(s).

**13. Contractor Personnel:**

- 13.1. The Contractor shall agree that employees of the Contractor shall perform all services required by the Contract. The Contractor shall guarantee that all personnel providing the services required by the Contract are qualified to perform their assigned tasks.
- 13.2. The Department shall be advised of, and approve in writing at least ten (10) days in advance of such change, any permanent or temporary changes to or deletions the Contractor's

**Scope of Services  
Exhibit A**

management, supervisory, or key professional personnel, who directly impact the deliverables to be provided under the Contract.

**14. Notification to the Contractor:**

The NH Department of Corrections shall be responsible for notifying the Contractor of any policy or procedural changes affecting the contracted services at least thirty (30) days before the implementation of such policy or procedure. The Contractor shall implement the changes on the date specified by the Department.

**15. Administrative Rules, Policies, Regulations and Policies, Procedures and Directives:**

Contractor must comply with any applicable NH Department of Corrections Administrative Rules, Policies, Regulations and Policy and Procedure Directives (PPD's) to include but not limited to PPD 5.08: *Staff Personal Property Permitted In and Restricted from Prison Facilities* located as a separate link: [http://www.nh.gov/nhdoc/business/rfp\\_bidding\\_tools.htm](http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm)

**16. Special Notes:**

- 16.1. The headings and footings to the sections of this document are for convenience only and shall not affect the interpretation of any section.
- 16.2. The NH Department of Corrections reserves the right to require use of a third party administrator during the life of the Contract and any mutually agreed upon renewals thereof.
- 16.3. Notwithstanding the foregoing, or any provision of this Agreement to the contrary, in no event shall changes to facilities be allowed that modify the "Completion Date" or "Price Limitation" of the Agreement.
- 16.4. Any change in the Contract including the Contractor responsibilities and NH Department of Corrections responsibilities described herein, whether by modification, amendment 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.
- 16.5. Partial Proposals for the requested Pre-Assignment and Fitness for Duty Medical Exam Services for the NH Department of Corrections shall not be accepted.
- 16.6. Contractor shall provide, for the life of the Contract and any renewals thereof, the minimum General Liability coverage to be no less than \$1,000,000.00 per each occurrence and \$2,000,000.00 general aggregate.
- 16.7. Contractor shall provide, for the life of the Contract and any mutually agreed upon renewals thereof, proof of Workers' Compensation and Employers' Liability Insurance.
- 16.8. Contractor shall provide proof and identify limits and expiration dates of General Liability, Excess Umbrella Liability coverage, Workers' Compensation and Employer's Liability, Professional Liability, Malpractice Liability and Business Owners Policy (if applicable) for the life of a Contract and any mutually agreed upon renewals thereof.

**The remainder of this page is intentionally blank.**

**17. Location of Services, Contact Information and Appointment Scheduling Table:**

17.1 Primary location where requested contractual services shall be provided.

Location of Services					
Name of Location: ExpressMed					
Street: 35 Kosciuszko Street					
City: Manchester		State: NH		Zip Code: 03101	
Web: www.expressmednh.com		Tax ID # (optional):			
Contact Information for Location					
Name: Meagan Anderson			Title: Practice Manager		
E-Mail: manderson@nhoccupationalhealth.com					
Phone #: (603) 627-8053		Fax #: (603) 627-6241			
Appointment Scheduling Options					
Availability	Yes	No	Hours of Operation		
			Mon-Fri	Saturday	Sunday
Appointment within twenty-four (24) hrs	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
Appointment within forty-eight (48) hrs	<input type="checkbox"/>	<input type="checkbox"/>			
Appointment within seventy-two (72) hrs	<input type="checkbox"/>	<input type="checkbox"/>			
Appointment within one (1) week	<input type="checkbox"/>	<input type="checkbox"/>			
Morning Appointments	<input type="checkbox"/>	<input type="checkbox"/>			
Afternoon Appointments	<input type="checkbox"/>	<input type="checkbox"/>			
Evening Appointments	<input type="checkbox"/>	<input type="checkbox"/>			

17.2 Other possible locations where services may be provided.

Location of Services					
Name of Location: ExpressMed					
Street: 1 Highlander Way					
City: Manchester		State: NH		Zip Code: 03103	
Web: www.expressmednh.com		Tax ID # different from primary? Yes <input type="checkbox"/> No <input type="checkbox"/>			
Contact Information for Location					
Name: Meagan Anderson			Title: Practice Manager		
E-Mail: manderson@nhoccupationalhealth.com					
Phone #: (603) 625-2622		Fax #: (603) 626-1816			
Appointment Scheduling Options					
Availability	Yes	No	Hours of Operation		
			Mon-Fri	Saturday	Sunday
Appointment within twenty-four (24) hrs	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
Appointment within forty-eight (48) hrs	<input type="checkbox"/>	<input type="checkbox"/>			
Appointment within seventy-two (72) hrs	<input type="checkbox"/>	<input type="checkbox"/>			
Appointment within one (1) week	<input type="checkbox"/>	<input type="checkbox"/>			
Morning Appointments	<input type="checkbox"/>	<input type="checkbox"/>			
Afternoon Appointments	<input type="checkbox"/>	<input type="checkbox"/>			
Evening Appointments	<input type="checkbox"/>	<input type="checkbox"/>			

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

**Scope of Services  
Exhibit A**

Location of Services					
Name of Location: ExpressMed at Salem					
Street: 159 North Broadway					
City: Salem		State: NH		Zip Code: 03079	
Web: www.expressmednh.com		Tax ID # different from primary? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>			
Contact Information for Location					
Name: Kelly St Louis			Title: Practice Manager		
E-Mail: kstlouis@nhoccupationalhealth.com					
Phone #: (603) 898-0961		Fax #: (603) 898-0964			
Appointment Scheduling Options					
Availability	Yes	No	Hours of Operation		
			Mon-Fri	Saturday	Sunday
Appointment within twenty-four (24) hrs	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
Appointment within forty-eight (48) hrs	<input type="checkbox"/>	<input type="checkbox"/>			
Appointment within seventy-two (72) hrs	<input type="checkbox"/>	<input type="checkbox"/>			
Appointment within one (1) week	<input type="checkbox"/>	<input type="checkbox"/>			
Morning Appointments	<input type="checkbox"/>	<input type="checkbox"/>			
Afternoon Appointments	<input type="checkbox"/>	<input type="checkbox"/>			
Evening Appointments	<input type="checkbox"/>	<input type="checkbox"/>			

Location of Services					
Name of Location:					
Street:					
City:		State:		Zip Code:	
Web:		Tax ID # different from primary? Yes <input type="checkbox"/> No <input type="checkbox"/>			
Contact Information for Location					
Name:			Title:		
E-Mail:					
Phone #: ( ) -		Fax #: ( ) -			
Appointment Scheduling Options					
Availability	Yes	No	Hours of Operation		
			Mon-Fri	Saturday	Sunday
Appointment within twenty-four (24) hrs	<input type="checkbox"/>	<input type="checkbox"/>			
Appointment within forty-eight (48) hrs	<input type="checkbox"/>	<input type="checkbox"/>			
Appointment within seventy-two (72) hrs	<input type="checkbox"/>	<input type="checkbox"/>			
Appointment within one (1) week	<input type="checkbox"/>	<input type="checkbox"/>			
Morning Appointments	<input type="checkbox"/>	<input type="checkbox"/>			
Afternoon Appointments	<input type="checkbox"/>	<input type="checkbox"/>			
Evening Appointments	<input type="checkbox"/>	<input type="checkbox"/>			

17.3 Please add additional sheets as needed for any other possible service locations.

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

State of NH, Department of Corrections  
Bureau of Human Resources

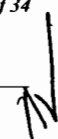
RFP 18-03-GFHR, closing date: 12/22/2017  
Page 29 of 34

Contractor Initials: nv

**2. Estimated Budget (Budget Sheet)**

Pre-Assignment and Fitness for Duty Medical Exam Services							
Item #	Description of Services	Estimated Volume (Est. Vol.) by SFY			Total Est. Vol.	Unit Cost	Extended Cost (Total Est. Vol. x Unit Cost)
		SFY 18 (Column A)	SFY 19 (Column B)	SFY 20 (Column C)			
1.	Pre-Assignment Physical Examination for Officers (inclusive of Mantoux, Dipstick U/A and Audiology)	65	100	85	250	\$110	\$27,500
2.	Pre-Assignment Physical Examination for Civilians (inclusive of Mantoux and Dipstick U/A)	25	25	25	75	\$100	\$7,500
3.	Audiology Screening using Audiometer	1	1	1	3	\$30	\$90
4.	Mantoux Test	2	2	2	6	\$10	\$60
5.	Electrocardiogram (EKG)	25	25	25	75	\$55	\$4,125
6.	Chest X-Ray (CXR)	5	5	5	15	\$79	\$1,185
7.	Hepatitis B Vaccine – [Series of three (3)] – COST PER DOSE	5	5	5	15	\$75	\$1,125
8.	General Fitness for Duty Examination (specific to occupational demands and/or individual medical condition)	1	1	1	3	\$150	\$450
9.	Duty Specific Fitness for Duty Evaluation (inclusive of Medical Questionnaire Review)	1	1	1	3	\$200	\$600
<b>Total Estimated Budget</b> (Total Extended Cost Column Line Items # 1-9)					<b>\$ 42,635</b>		

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



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

**2. Estimated Budget (Budget Sheet)**

<b>Pre-Assignment and Fitness for Duty Medical Exam Services</b>								
<b>Item #</b>	<b>Description of Services</b>	<b>Estimated Volume (Est. Vol.) by SFY</b>			<b>Unit Cost</b>	<b>SFY 18 Extended Cost (SFY 18 Ext. Vol. X Unit Cost)</b>	<b>SFY 19 Extended Cost (SFY 19 Ext. Vol. X Unit Cost)</b>	<b>SFY 20 Extended Cost (SFY 20 Ext. Vol. X Unit Cost)</b>
		<b>SFY 18 (Col. A)</b>	<b>SFY 19 (Col. B)</b>	<b>SFY 20 (Col. C)</b>				
1.	Pre-Assignment Physical Examination for Officers (inclusive of Mantoux, Dipstick U/A and Audiology)	65	100	85	\$110.00	\$7,150.00	\$11,000.00	\$9,350.00
2.	Pre-Assignment Physical Examination for Civilians (inclusive of Mantoux and Dipstick U/A)	25	25	25	\$100.00	\$2,500.00	\$2,500.00	\$2,500.00
3.	Audiology Screening using Audiometer	1	1	1	\$30.00	\$30.00	\$30.00	\$30.00
4.	Mantoux Test	2	2	2	\$10.00	\$20.00	\$20.00	\$20.00
5.	Electrocardiogram (EKG)	25	25	25	\$55.00	\$1,375.00	\$1,375.00	\$1,375.00
6.	Chest X-Ray (CXR)	5	5	5	\$79.00	\$395.00	\$395.00	\$395.00
7.	Hepatitis B Vaccine – [Series of three (3)] – COST PER DOSE	5	5	5	\$75.00	\$375.00	\$375.00	\$375.00
8.	General Fitness for Duty Examination (specific to occupational demands and/or individual medical condition)	1	1	1	\$150.00	\$150.00	\$150.00	\$150.00
9.	Duty Specific Fitness for Duty Evaluation (inclusive of Medical Questionnaire Review)	1	1	1	\$200.00	\$200.00	\$200.00	\$200.00
<b>Subtotal by SFY</b>						<b>\$12,195.00</b>	<b>\$16,045.00</b>	<b>\$14,395.00</b>
<b>Total Estimated Budget (add Subtotal columns by SFY)</b>							<b>\$42,635.00</b>	

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

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

**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 15<sup>th</sup> 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 Human Resource Administrator, 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-Assignment and/or Fitness for Duty Medical 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 Medical 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 30<sup>th</sup> of the following year. For budgeting purposes, the second half of the State's Fiscal Calendar Year shall end on June 30, 2018.

**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 of 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 the 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.

---

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



**SECTION F: Special Provisions, Exhibit C**

**1. Special Provisions:**

- 1.1. There are no additional provisions set forth in this Exhibit, Special Provisions, to be incorporated as part of this Contract.

**The remainder of this page is intentionally blank.**

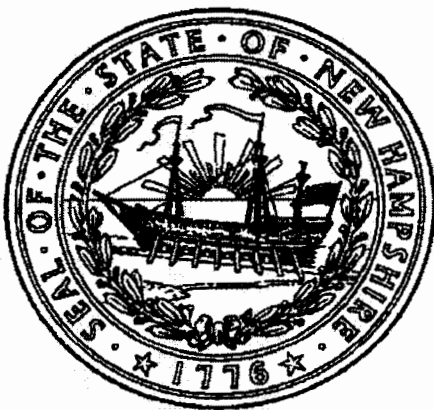
# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that EXPRESSMED, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on October 06, 1998. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 301485



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 28th day of November A.D. 2017.

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

William M. Gardner  
Secretary of State

## Business Information

### Business Details

---

Business Name: EXPRESSMED, LLC	Business ID: 301485
Business Type: Domestic Limited Liability Company	Business Status: Good Standing
Management Style: Manager Managed	
Business Creation Date: 10/06/1998	Name in State of Formation: Not Available
Date of Formation in Jurisdiction: 10/06/1998	
Principal Office 1 Highlander Way, Manchester, Address: NH, 03103, USA	Mailing Address: 700 Lake Ave, Ste 2, Manchester, NH, 03103, USA
Citizenship / State of Formation: Domestic/New Hampshire	
	Last Annual Report Year: 2017
	Next Report Year: 2018
Duration: Perpetual	
Business Email: NONE	Phone #: NONE
Notification Email: NONE	Fiscal Year End Date: NONE

---

### Principal Purpose

---

S.No	NAICS Code	NAICS Subcode
1	OTHER / OCCUPATIONAL HEALTH & REHAB FACILITY	

---

Page 1 of 1, records 1 to 1 of 1

---

### Registered Agent Information

---

Name:	Vailas, Nicholas J
Registered Office Address:	11 Washington Place, Bedford, NH, 03110, USA
Registered Mailing Address:	Not Available

---

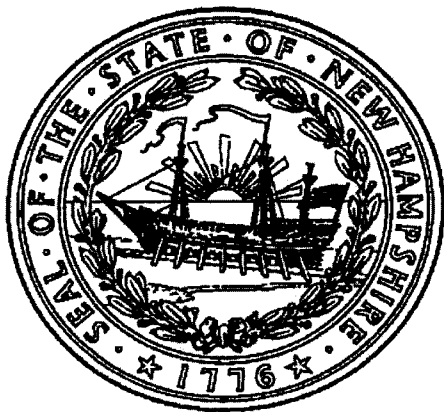
# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that ORCHARD MEDICAL GROUP is a New Hampshire Trade Name registered to transact business in New Hampshire on October 16, 2012. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 680298



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 16th day of January A.D. 2018.

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

William M. Gardner  
Secretary of State

## Business Name Search

## Business Details

Business Name: ORCHARD MEDICAL GROUP	Business ID: 680298
Business Type: Trade Name	Business Status: Active
Expiration Date: 10/16/2022	Last Renewal Date: 7/10/2017
Business Creation Date: 10/16/2012	
Principal Business Office Address: One Highlander Way, Manchester, NH, 03103, USA	Mailing Address: NONE

## Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / Primary care medical office	

Page 1 of 1, records 1 to 1 of 1

## Trade Name Information

Business Name	Business ID	Business Status
---------------	-------------	-----------------

## Trade Name Owned By

Name	Title	Address
ExpressMED, LLC (301485)	Business	Good Standing

[Back \(https://quickstart.sos.nh.gov/online/BusinessInquire/BusinessInformation?businessID=5363\)](https://quickstart.sos.nh.gov/online/BusinessInquire/BusinessInformation?businessID=5363)[Filing History](#)[Address History](#)[View All Other Addresses](#)[Return to S](#)NH Department of State, 107 North Main St. Room 204, Concord, NH 03301 -- [Contact Us \(/online/Home/ContactUS\)](#)

© 2014 PCC Technology Group, LLC, All Rights Reserved.

**Certificate of Authority # 4**

*(Limited partnership or LLC with Manager)*

**Limited Partnership or LLC Certification of Authority**

I, Nicholas Vailas, hereby certify that I am a Partner, Member or Manager  
(Name)  
of ExpressMed, LLC a limited liability partnership under RSA 304-B or a  
(Name of Partnership or LLC)  
limited liability company under RSA 304-C.

I certify that I am authorized to bind the partnership or LLC.

I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the partnership or LLC and that this authorization has not expired as of December 18, 2017 or when the contract was signed.

DATED: 1/16/18

ATTEST:   
(Name and Title)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/30/2017

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

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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).

<b>PRODUCER</b> FIAI/Cross Insurance 1100 Elm Street  Manchester NH 03101		<b>CONTACT</b> NAME: Pamela Bennett PHONE (A/C, No, Ext): (603) 669-3218 E-MAIL ADDRESS: pbennett@crossagency.com FAX (A/C, No): (603) 645-4331	
<b>INSURED</b> EXPRESSMED LLC C/O ORCHARD MEDICAL MANAGEMENT 1 HIGHLANDER WAY MANCHESTER NH 03103		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Citizens Ins Co of America NAIC # 31534 INSURER B: Hanover Ins Co. 22292 INSURER C: INSURER D: INSURER E: INSURER F:	

**COVERAGES** **CERTIFICATE NUMBER:** 17/18 ExpressMED **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<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"/> PROJECT <input type="checkbox"/> LOC OTHER:			OBV9046496	8/1/2017	8/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Non-owned \$ 1,000,000
							COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ None			OBV9046496	8/1/2017	8/1/2018	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WHV9046416 (3a.) NH All Officers Included	8/1/2017	8/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Refer to policy for exclusionary endorsements and special provisions.

**CERTIFICATE HOLDER****CANCELLATION**

State of New Hampshire NH Department of Corrections PO Box 1806 Concord, NH 03302-1806	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 Pamela Bennett/PXB <i>Pamela Bennett</i>

© 1988-2014 ACORD CORPORATION. All rights reserved.

**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:

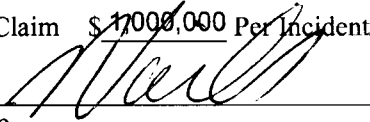
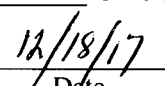
**Insurance Requirement for (1) - 501(c) (3) contractors** whose annual gross amount of contract work with the State does not exceed \$500,000, per RSA 21-I:13, XIV, (Supp. 2006): The general liability insurance requirements of standard state contracts for contractors that qualify for nonprofit status 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.

\$ _____ Per Claim	\$ <del>1,000,000</del> Per Incident/Occurrence	\$ <del>2,000,000</del> General Aggregate
Nick Vailas		
Signature & Title		Date

This acknowledgement must be returned with your proposal.



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.


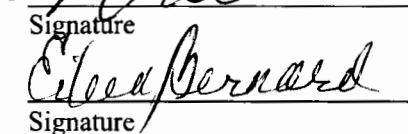
- a) Any person or property on state prison grounds shall be subject to search to discover contraband...

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.

Nick Vailas  
Name

Eileen Bernard  
Witness Name

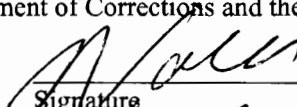

  
Signature  
  
Signature

12/18/17  
Date  
12/18/17  
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.

Nick Vailas  
Name  
  
Eileen Bernard  
Witness Name

  
Signature  
  
Signature

11/2/18/17  
Date  
12/10/17  
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.

Nick Vailas  
\_\_\_\_\_  
Name

  
\_\_\_\_\_  
Signature

12/18/17  
\_\_\_\_\_  
Date

Eileen Bernard  
\_\_\_\_\_  
Witness Name

  
\_\_\_\_\_  
Signature

12/18/17  
\_\_\_\_\_  
Date

**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

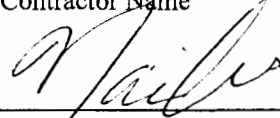
  
Signature of Authorized Representative

Helen E. Hanks  
Authorized DOC Representative Name

Commissioner  
Authorized DOC Representative Title

1/25/18  
Date

ExpressMed LLC d/b/a Orchard Medical Management  
Contractor Name

  
Contractor Representative Signature

Nick Vailas  
Authorized Contractor Representative Name

President  
Authorized Contractor Representative Title

12/18/17  
Date