



STATE OF NEW HAMPSHIRE
 DEPARTMENT OF CORRECTIONS
 DIVISION OF ADMINISTRATION

P.O. BOX 1806
 CONCORD, NH 03302-1806
 603-271-5610 FAX: 603-271-5639
 TDD Access: 1-800-735-2964

William L. Wrenn
 Commissioner
 Bob Mullen
 Director

August 2, 2013

Her Excellency, Governor Margaret Wood Hassan
 and the Honorable Executive Council
 State House
 Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the New Hampshire Department of Corrections to enter into a contract amendment (PO # 1009134) with Androscoggin Valley Hospital (VC# 177220), 59 Page Hill Road, Berlin, NH, by amending current contract terms for the provision of Inpatient and Outpatient Hospital Medical Services, effective upon Governor and Executive Council approval through June 30, 2014. The original contract, Agreement, was approved by Governor and Executive Council on June 23, 2010, Item # 53, Amendment Agreement # 1 was approved by Governor and Executive Council on April 13, 2011, Item # 37 and Amendment Agreement # 2 was approved by Governor and Executive Council on July 11, 2012, Item # 46. 100% General Funds

EXPLANATION

The New Hampshire Department of Corrections utilizes hospital services for short-term medical treatment for the inmate and non-adjudicated population having an acute illness or injury that is beyond the scope of primary care services provided by the current medical staff within the prison facility to include inpatient surgery, medical services and outpatient procedures such as ambulatory surgery, diagnostic and emergency services.

This contract amendment will allow for improved rates of services being rendered by Androscoggin Valley Hospital to include changes to the existing billed charge percentage for emergency room services, outpatient services and hospital claim processing from 43% to 40%; physician services reimbursement rate from 160% to 125% of the 2009 Medicare fee schedule; observation stay to be defined as 23.59 hours or less; improved claim information processing and capturing Medicaid rates when applicable.

While current Androscoggin Valley Hospital rates meet the statutory requirements for hospital services, the requested changes are in response to the growing healthcare costs and receiving the best rate possible for such services.

Respectfully Submitted,

William J. M'Carthy

Assistant Commissioner

W William L. Wrenn
 Commissioner



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DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION

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William L. Wrenn
Commissioner

Bob Mullen
Director

AMENDMENT AGREEMENT # 3

This amendment is between the State of New Hampshire, acting by and through STATE OF NEW HAMPSHIRE DEPARTMENT OF CORRECTIONS ("State"), and ANDROSCOGGIN VALLEY HOSPITAL, INC. ("Contractor"), a New Hampshire Non-Profit Corporation.

The State and Contractor entered into an agreement with an effective date of June 23, 2010, Inpatient and Outpatient Hospital Medical Services Agreement 2010-53 ("Agreement"), April 13, 2011, Inpatient and Outpatient Hospital Medical Services Amendment Agreement 2011-37 ("Amendment Agreement # 1") and July 11, 2012, Inpatient and Outpatient Hospital Medical Services Amendment Agreement 2012-46 ("Amendment Agreement # 2").

The State and Contractor wish to amend the Agreement's scope of services relating to billed charges.

Pursuant to Section 18 of the Agreement, the Agreement may be amended only by an instrument in writing signed by the parties and after approval of such amendment by the N.H. Governor and Executive Council.

The parties therefore agree as follows:

1. To amend the Billed Charge Percentage in section 1.2, Emergency Room Services, paragraph 1.2.1, Exhibit A, page 2 of 4, of the original Agreement, by deleting "43% of billed charge" and inserting in its place "40% of billed charge";
2. To amend the Billed Charge Percentage in section 1.2, Emergency Room Services, paragraph 1.2.2 Exhibit A, page 2 of 4, of the original Agreement, by deleting "43%" and inserting in its place "40%";
3. To amend the Billed Charge Percentage in section 1.3, Outpatient Services, paragraph 1.3.1 Exhibit A, page 2 of 4, of the original Agreement, by deleting "43% of billed charge" and inserting in its place "40% of billed charge";
4. To amend the Billed Charge Percentage in section 1.3, Outpatient Services, paragraph 1.3.2 Exhibit A, page 2 of 4, of the original Agreement, by deleting "43% of billed charge" and inserting in its place "40% of billed charge";
5. To amend the Billed Charge Percentage in section 1.5, Hospital Claim Processing, paragraph 1.5.1 Exhibit A, page 3 of 4, of the original Agreement, by deleting "43%" and inserting in its place "40%";
6. To amend the Physician Services Reimbursement Rate in section 1.6, Physician Services, paragraph 1.6.1.2 Exhibit A, page 4 of 4, of the original Agreement, by deleting "Reimbursement will be set at 160% of the 2009 Medicare Fee Schedule" and inserting in its place "Reimbursement will be set at 125% of the 2009 Medicare Fee Schedule";

7. To amend the Exhibit C, Special Provisions, to insert the following terms:
 4. Androscoggin Valley Hospital (AVH) and the NH Department of Corrections (NHDOC) agree that an Observation Stay will be defined as 23.59 hours or less, and any hospital stay of greater value will be billed at the agreed upon In-Patient per diem rate.
 5. Androscoggin Valley Hospital will provide the NH Department of Corrections the interim Medicare Rate Letter annually or upon receipt.
 6. The NH Department of Corrections may at any time audit any claim or seek clarification on any payment. Upon request by the NH Department of Corrections, Androscoggin Valley Hospital shall furnish information on pricing methodology and shall detail any internal process controls for ensuring accurate pricing of claims processed under RSA 623-C:2. Claim information shall be provided in the industry standard format, including the UB-04 and CMS 1500. The claims forms shall reflect all applicable ICD-9CM, CPT and HCPCS codes.
 7. If the NH Department of Corrections inmate's (patient's) medical care is covered by Medicaid, Androscoggin Valley Hospital pursuant to RSA 151, or the licensed health care provider, or both, shall be paid at the Medicaid rate for services provided. The NH Department of Corrections will assist in applying for this reimbursement as necessary.
8. That this amendment shall become effective on the date the N.H. Governor and Executive Council approve the amendment; and
9. That all other provisions of the Agreement and Amendment # 1 and Amendment # 2 shall remain in full force and effect.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.
SIGNATURE PAGE FOLLOWS.

SIGNATURE PAGE TO AMENDMENT AGREEMENT # 3 TO: Inpatient and Outpatient Hospital Medical Services Agreement 2010-53, Amendment Agreement # 1 2011-37 and Amendment Agreement 2012-46, Amendment Agreement # 2.

STATE OF NEW HAMPSHIRE DEPARTMENT OF CORRECTIONS

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

ANDROSCOGGIN VALLEY HOSPITAL, INC.

By: Russell G. Keene
Name: Russel G. Keene
Title: Chief Executive Officer
Date: July 25, 2013

STATE OF New Hampshire
COUNTY OF Coos

On this 25 day of July 2013, before me, Darlene M. Blais the undersigned officer, personally appeared Russell G. Keene, known to me (or satisfactorily proven) to be the person whose name is signed above and acknowledged that he/she executed this document in the capacity indicated above.

In witness thereof, I hereto set my hand and official seal.

Darlene M. Blais
Notary Public/Justice of the Peace

DARLENE M. BLAIS, Notary Public
My Commission Expires August 24, 2016

My Commission Expires: _____

M. K. Brown
Approval by N.H. Attorney General
(Form, Substance and Execution)

8/16/13
Date

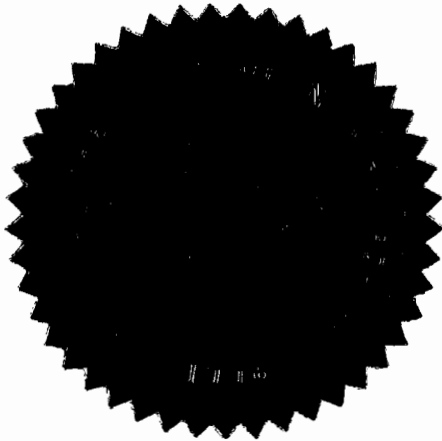
Approved by the N.H. Governor and Executive Council

_____ Date

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that ANDROSCOGGIN VALLEY HOSPITAL, INC. is a New Hampshire nonprofit corporation formed November 28, 1969. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 26th day of July, A.D. 2013

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY/VOTE
(Corporation with Notary Seal)

I, Donna Goodrich, do hereby certify that:
(Name of Secretary of the Corporation, can not be the one who signed the contract)

1. I am a duly elected Clerk of Androscoggin Valley Hospital, Inc
(The Corporation)
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on July 25, 2013
(Date given authority)

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Corrections, Division of Administration, for the provision of Inpatient and Outpatient Hospital Medical Services.

RESOLVED: That the Chief Executive Officer
(Title of one who signed the contract)

is hereby authorized on behalf of this Corporation to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of July 25, 2013
(Date Contract Signed)

4. Russell G. Keene (is/are) the duly elected Chief Executive Officer
(Name of Contact Signatory) (Title of Contract Signatory)

of the Corporation.

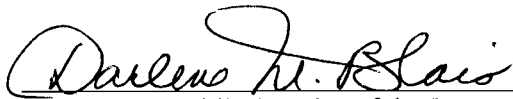

(Signature of the Secretary of the Corporation)

STATE OF New Hampshire

COUNTY OF Coos

The foregoing instrument was acknowledged before me this 25 day of July, 2013, by Donna Goodrich
(Name of person signing above, Secretary of the Corporation)

(NOTARY SEAL)


Notary Public / ~~Justice of the Peace~~

DARLENE M. BLAIS, Notary Public
My Commission Expires August 24, 2016

Commission Expires: _____

Client#: 5838

ANDROSCO

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/28/2012

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

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

PRODUCER: William Gallagher Associates, 470 Atlantic Avenue, Boston, MA 02210. CONTACT NAME: INSURER(S) AFFORDING COVERAGE: INSURER A: ProSelect Insurance Company, INSURER B: Allied World Assurance Company, NAIC #: 19489.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include General Liability (212105PPL2), Umbrella Liab (03059792), Workers Compensation, and Hospital Professional & Physicians Liab (212105PPL2).

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Evidence of Current Liability Insurance Coverage for the Insured.

CERTIFICATE HOLDER: State of New Hampshire, NH Department of Corrections, ATTN: Jennifer Lind, P.O. Box 1806, Concord, NH 03302. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE: [Signature]

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/18/2013

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

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

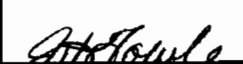
PRODUCER Davis Towle Morrill & Everett 115 Airport Road P O Box 1260 Concord, NH 03302-1260	CONTACT NAME: PHONE (A/C, No, Ext): 603 225-6611		FAX (A/C, No): 603-225-7935	
	E-MAIL ADDRESS:			
INSURED Androscoggin Valley Hospital, Inc. 59 Page Hill Road Berlin, NH 03570-3531	INSURER(S) AFFORDING COVERAGE		NAIC #	
	INSURER A : MEMIC Indemnity Company			
	INSURER B :			
	INSURER C :			
	INSURER D :			
	INSURER E :			

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS								
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ \$								
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$								
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$								
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N <input type="checkbox"/> Y <input type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		3102800493	10/01/2012	10/01/2013	<table border="1"> <tr> <td>WC STATUTORY LIMITS</td> <td>OTHER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$500,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$500,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$500,000</td> </tr> </table>	WC STATUTORY LIMITS	OTHER	E.L. EACH ACCIDENT	\$500,000	E.L. DISEASE - EA EMPLOYEE	\$500,000	E.L. DISEASE - POLICY LIMIT	\$500,000
WC STATUTORY LIMITS	OTHER													
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 (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER State of New Hampshire Dept of Corrections P.O. Box 1806 Concord, NH 03302	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF OPERATIONS SUPPORT**

EFFECTIVE DATE **4/1/2013**

EXPIRATION: **3/31/2014**

LICENSE NO: **00050** IS ISSUED TO ANDROSCOGGIN VALLEY HOSPITAL TRUSTEES
DBA ANDROSCOGGIN VALLEY HOSPITAL

TOTAL BED
COUNT: **25**

LOCATED AT **59 PAGE HILL RD BERLIN NH** THIS FACILITY HAS COMPLIED WITH RSA 151 AND THE RULES
PROMULGATED THEREUNDER FOR LICENSURE AS THE
FOLLOWING:

TYPE	ADMINISTRATOR	MEDICAL DIRECTOR	LAB DIRECTOR	BED TYPE	BED
HOSPITAL	RUSSELL KEENE	KEITH M SHUTE MD		CMB	25

Comments. ANNUAL CERTIFICATE
EFFECTIVE 1/1/05 AVH IS CERTIFIED AS A C A H IT HAS 25 ACUTE CARE BEDS AND 10 PSYCHIATRIC BEDS.
AVH HAS A CON FOR 92.

Waiver

Mary R. Costello

Senior Division Director

POST ON LICENSE BEHIND THE WINDOW



STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION

William L. Wrenn
Commissioner
Bob Mullen
Director

P.O. BOX 1806
CONCORD, NH 03302-1806
603-271-5610 FAX: 603-271-5639
TDD Access: 1-800-735-2964

G & C

June 26, 2012

Pending _____

Approved 7.11.12

Item # # 46

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the New Hampshire Department of Corrections to enter into a **retroactive** contract by exercising the renewal option to contract (PO # 1009134) with Androscoggin Valley Hospital (VC# 177220), 59 Page Hill Road, Berlin, NH, by increasing the contract amount by \$1,075,453.00 from \$1,684,978.00 to \$2,760,431.00, for the provision of Inpatient and Outpatient Hospital Medical Services, from July 1, 2012 through June 30, 2014, effective upon Governor and Executive Council approval. The original contract, Agreement, was approved by Governor and Executive Council on June 23, 2010, Item # 53 and Amendment Agreement # 1 was approved by Governor and Executive Council on April 13, 2011, Item # 37. 100% General Funds

Funds are available in the following account, Medical and Dental: 02-46-46-465010-8234-101-500729 as follows with the authority to adjust encumbrances in each State Fiscal Year through the Budget Office if necessary and justified. Funding for SFY 2014 is contingent upon the availability and continued appropriation of funds.

Original Contract, Agreement:					
Account	Description	SFY 11 - 12	SFY 13	SFY 14	Total
02-46-46-465010-8234-101-500729	Medical Services	1,591,278.00	-	-	1,591,278.00
Amendment Agreement # 1:					
Account	Description	SFY 11	SFY 13	SFY 14	Total
02-46-46-465010-8234-101-500729	Medical Services	93,700.00	-	-	93,700.00
Amendment Agreement # 2:					
Account	Description	SFY 11 - 12	SFY 13	SFY 14	Total
02-46-46-465010-8234-101-500729	Medical Services	-	527,050.00	548,403.00	1,075,453.00
Total Contract Amount		\$ 1,684,978.00	\$ 527,050.00	\$ 548,403.00	\$ 2,760,431.00

EXPLANATION

This contract, Amendment Agreement # 2, is **retroactive** due to delays of receiving the contract amendment documents from the vendor.

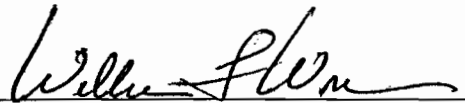
The New Hampshire Department of Corrections utilizes hospital services for short-term medical treatment for inmates having an acute illness or injury that is beyond the scope of primary care services provided by the current medical staff within the prison facility. The hospital contract includes inpatient surgery, medical services and outpatient procedures such as ambulatory surgery, diagnostic and emergency services.

The original contract, Agreement, between the NH Department of Corrections (NHDOC) and Adroscoggin Valley Hospital, in the amount of \$1,591,278.00 was approved by Governor and Executive Council on June 23, 2010, Item # 53, for the period of July 1, 2010 through June 30, 2012, with the option to renew for one (1) additional period of up to two (2) years.

During the State fiscal year 2011, the NH Department of Corrections experienced an inherent increase of inmate population to the Northern Correctional Facility due to the mandated closure of the Lakes Region Facility on June 30, 2009. The inherent increase created a significant increase in the utilization of inpatient and outpatient medical/hospital services. As the utilization increase became evident, the New Hampshire Department of Corrections reassessed the utilization needs based on the then current diagnostic mix and increased inmate population to adjust the estimated price limitation of the original contract, hence entering into a contract Amendment Agreement # 1. Amendment Agreement # 1 increased the estimated price limitation of the original contract by \$93,700.00 from \$1,591,278.00 to \$1,684,978.00 and was approved by Governor and Executive Council on April 13, 2011, Item # 37.

Amendment Agreement # 2 shall modify the Agreement's completion date, total price limitation and special provisions of the contract.

Respectfully Submitted,



William L. Wrenn
Commissioner



STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION
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CONCORD, NH 03302-1806
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William L. Wrenn
Commissioner
Bob Mullen
Director

AMENDMENT AGREEMENT # 2

This amendment is between the State of New Hampshire, acting by and through STATE OF NEW HAMPSHIRE DEPARTMENT OF CORRECTIONS ("State"), and ANDROSCOGGIN VALLEY HOSPITAL, INC. ("Contractor"), a New Hampshire Non-Profit Corporation.

The State and Contractor entered into an agreement with an effective date of June 23, 2010, Inpatient and Outpatient Hospital Medical Services Agreement 2010-53 ("Agreement") and April 13, 2011, Inpatient and Outpatient Hospital Medical Services Amendment Agreement 2011-37 ("Amendment Agreement # 1").

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

Pursuant to Section 18 of the Agreement, the Agreement may be amended only by an instrument in writing signed by the parties and after approval of such amendment by the N.H. Governor and Executive Council.

The parties therefore agree as follows:

1. To amend the Completion Date in section 1.7 of the original P-37 Contract, Agreement, by deleting "June 30, 2012" and inserting in its place "June 30, 2014";
2. To amend the Price Limitation in section 1.8 of the original P-37 contract, Agreement, by deleting "\$1,684,978.00," and inserting in its place "\$2,760,431.00," a total increase of \$1,075,453.00;
3. To amend the Exhibit C, Special Provisions, to modify the Insurance provision in section 14.4 by deleting "14.4 Contractor agrees to maintain Excess Liability coverage for the term of this Contract, and for any renewals thereof, for no less than the current limits of \$10,000,000.00 for each occurrence and \$10,000,000.00 in the general aggregate" and inserting in its place "14.4 Contractor agrees to maintain Excess/Umbrella Liability coverage for the term of this Contract, and for any renewals thereof, for no less than the current limits of \$5,000,000.00 for each occurrence and \$5,000,000.00 in the general aggregate."
4. That this amendment shall become effective on the date the N.H. Governor and Executive Council approve the amendment; and
5. That all other provisions of the Agreement and Amendment # 1 shall remain in full force and effect.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.
SIGNATURE PAGE FOLLOWS.

SIGNATURE PAGE TO AMENDMENT AGREEMENT # 2 TO: Inpatient and Outpatient Hospital Medical Services Agreement 2010-53 and Amendment Agreement # 1 2011-37.

STATE OF NEW HAMPSHIRE DEPARTMENT OF CORRECTIONS

By: William L. Wrenn
Name: William L. Wrenn
Title: Commissioner
Date: 6/12/12

ANDROSCOGGIN VALLEY HOSPITAL, INC.

By: Russel G. Keene
Name: Russel G. Keene
Title: Chief Executive Officer
Date: May 31, 2012

STATE OF New Hampshire
COUNTY OF Cooe

On this 31st day of May 2012, before me, Darlene M. Blais the undersigned officer, personally appeared Russel G. Keene known to me (or satisfactorily proven) to be the person whose name is signed above and acknowledged that he/she executed this document in the capacity indicated above.

In witness thereof, I hereto set my hand and official seal.

Darlene M. Blais
Notary Public/Justice of the Peace

DARLENE M. BLAIS, Notary Public
My Commission Expires August 24, 2016

My Commission Expires: _____

Mark Brown, Sr. Assist. AG
Approval by N.H. Attorney General
(Form, Substance and Execution)

6/20/12
Date

DM Scanlon
Approved by the N.H. Governor and Executive Council
DEPUTY SECRETARY OF STATE

JUL 11 2012
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

WILLIAM L. WRENN
Authorized DOC Representative Name

COMMISSIONER
Authorized DOC Representative Title

6/12/12
Date

ANDROSCOGGIN VALLEY HOSPITAL
Contractor Name


Contractor Representative Signature

RUSSELL G. KEENE
Authorized Contractor Representative Name

CHIEF EXECUTIVE OFFICER
Authorized Contractor Representative Title

May 31, 2012
Date

NH DEPARTMENT OF CORRECTIONS
ADMINISTRATIVE RULES

COR 307 Items Considered Contraband. Contraband shall consist of:


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

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

COR 307.03 Searches and Inspections Authorized.

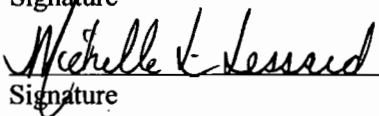
- a) Any person or property on state prison grounds shall be subject to search to discover contraband...
Travel onto prison grounds shall constitute implied consent to search for contraband. In such cases where implied consent exists, the visitor will be given a choice of either consenting to the search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

RUSSELL G. KEENE, CEO
Name


Signature

May 31, 2012
Date

MICHELLE L. LESSARD
Witness Name

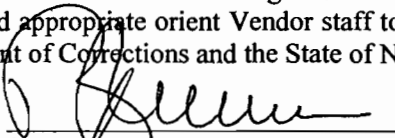

Signature

May 31, 2012
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.

RUSSELL G. KEENE, CEO
Name


Signature

May 31, 2012
Date

MICHELLE L. LESSARD
Witness Name


Signature

May 31, 2012
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.

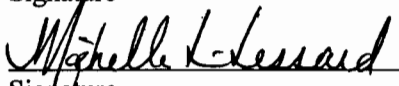
Any violation of the above may result in immediate termination of any and all contractual obligations.

RUSSELL G. KEENE, CEO
Name


Signature

May 31, 2012
Date

MICHELLE E. LESSARD
Witness Name


Signature

May 31, 2012
Date



STATE OF NEW HAMPSHIRE
 DEPARTMENT OF HEALTH AND HUMAN SERVICES
 OFFICE OF OPERATIONS SUPPORT

EFFECTIVE DATE 4/1/2012

EXPIRATION 3/31/2013

LICENSE NO: 00050 IS ISSUED TO ANDROSCOGGIN VALLEY HOSPITAL TRUSTEES
 DBA ANDROSCOGGIN VALLEY HOSPITAL

TOTAL BED
 COUNT 25

LOCATED AT 59 PAGE HILL RD BERLIN

NH THIS FACILITY HAS COMPLIED WITH RSA 151 AND THE RULES
 PROMULGATED THEREUNDER FOR LICENSURE AS THE
 FOLLOWING:

TYPE	ADMINISTRATOR	MEDICAL DIRECTOR	LAB DIRECTOR	BED TYPE	BED
HOSPITAL	RUSSELL KEENE	KEITH M. SHUTE MD		CMB	25

Comments ANNUAL CERTIFICATE
 EFFECTIVE 1/1/05 AVH IS CERTIFIED AS A C A H. IT HAS 25 ACUTE CARE BEDS AND 10 PSYCHIATRIC BEDS.
 AVH HAS A CON FOR 92.

Waiver

Mary R. Castelli

Senior Division Director

POST ON LOWER PORTION OF LICENSE



STATE OF NEW HAMPSHIRE
 DEPARTMENT OF CORRECTIONS
 DIVISION OF ADMINISTRATION

William L. Wrenn
 Commissioner
 Bob Mullen
 Director

P.O. BOX 1806
 CONCORD, NH 03302-1806
 603-271-5610 FAX: 603-271-5639
 TDD Access: 1-800-735-2964

March 15, 2011

His Excellency, Governor John H. Lynch
 and the Honorable Executive Council
 State House
 Concord, NH 03301

G & C
 Pending _____
 Approved 4.13.11
 Item # # 37

REQUESTED ACTION

Authorize the New Hampshire Department of Corrections to enter into a contract amendment (PO # 1009134) with Androscoggin Valley Hospital (VC# 177220), 59 Page Hill Road, Berlin, NH, by increasing the contract amount by \$93,700.00 from \$1,591,278.00 to \$1,684,978.00, for the provision of Inpatient and Outpatient Hospital Medical Services, from July 1, 2010 through June 30, 2012, effective upon Governor and Executive Council approval. The original contract, Agreement, was approved by Governor and Executive Council on June 23, 2010, Item # 53. 100% General Funds

Funds are available in the following account, *Medical and Dental*: 02-46-46-465010-8234-101-500729 as follows with the authority to adjust encumbrances in each State Fiscal Year through the Budget Office if necessary and justified. Funding for SFY 2012 is contingent upon the availability and continued appropriation of funds.

Original Contract, Agreement:				
Account	Description	SFY 11 - 12	SFY 11	Total
02-46-46-465010-8234-101-500729	Medical Services	1,591,278.00	-	1,591,278.00
Amendment Agreement:				
Account	Description	SFY 11 - 12	SFY 11	Total
02-46-46-465010-8234-101-500729	Medical Services	-	93,700.00	93,700.00
Total Contract Amount		1,591,278.00	93,700.00	\$ 1,684,978.00

EXPLANATION

The original contract, Agreement, between the NH Department of Corrections (NHDOC) and Androscoggin Valley Hospital was approved by Governor and Executive Council on June 23, 2010, Item # 53, for the period of July 1, 2010 through June 30, 2012, with the option to renew for one (1) additional period of up to two (2) years, for the provision of Inpatient and Outpatient Hospital Medical services.

The New Hampshire Department of Corrections utilizes hospital services for short-term medical treatment for inmates having an acute illness or injury that is beyond the scope of primary care services provided by the current medical staff within the prison facility. The hospital contract includes inpatient surgery, medical services and outpatient procedures such as ambulatory surgery, diagnostic and emergency services.

medical staff within the prison facility. The hospital contract includes inpatient surgery, medical services and outpatient procedures such as ambulatory surgery, diagnostic and emergency services.

Due to the mandated closure of the Lakes Region Facility, Laconia, NH on June 30, 2009, inmates were relocated to the Northern Correctional Facility in Berlin, NH. This inherent increase of inmate population to the Northern Correctional Facility created a significant increase in the utilization of inpatient and outpatient medical/hospital services. This utilization increase became evident during this State fiscal year and as a result, the New Hampshire Department of Corrections has reassessed the present utilization needs based on the current diagnostic mix and increased inmate population and adjusted the estimated price limitation pursuant to this request.

The Amendment Agreement shall modify the price limitation of the original contract by \$93,700.00 from \$1,591,278.00 to \$1,684,978.00.

Respectfully Submitted,

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

William L. Wren
Commissioner



STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION
P.O. BOX 1806
CONCORD, NH 03302-1806
603-271-5610 FAX: 603-271-5639
TDD Access: 1-800-735-2964

William L. Wrenn
Commissioner

Bob Mullen
Director

AMENDMENT AGREEMENT

This amendment is between the State of New Hampshire, acting by and through STATE OF NEW HAMPSHIRE DEPARTMENT OF CORRECTIONS ("State"), and ANDROSCOGGIN VALLEY HOSPITAL, INC. ("Contractor"), a New Hampshire Non- Profit Corporation.

The State and Contractor entered into an agreement with an effective date of June 23, 2010, Inpatient and Outpatient Hospital Medical Services Agreement 2010-53 ("Agreement").

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

Pursuant to Section 17 of the Agreement, the Agreement may be amended only by an instrument in writing signed by the parties and after approval of such amendment by the N.H. Governor and Executive Council.

The parties therefore agree as follows:

1. To amend the Price Limitation in section 1.8 of the original P-37 contract, Agreement, by deleting "\$1,591,278.00" and inserting in its place "\$1,684,978.00," a total increase of \$93,700.00;
2. That this amendment shall become effective on the date the N.H. Governor and Executive Council approve the amendment; and
3. That all other provisions of the Agreement shall remain in full force and effect.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.
SIGNATURE PAGE FOLLOWS.

SIGNATURE PAGE TO AMENDMENT AGREEMENT TO: Inpatient and Outpatient Hospital Medical Services Agreement 2010-53.

STATE OF NEW HAMPSHIRE DEPARTMENT OF CORRECTIONS

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

ANDROSCOGGIN VALLEY HOSPITAL

By: Russel G. Keene
Name: Russel G. Keene
Title: Chief Executive Officer
Date: 2.24.11

STATE OF New Hampshire
COUNTY OF Cool

On this 24th day of Feb, 2011, before me, Clare Vallee the undersigned officer, personally appeared Russel Keene known to me (or satisfactorily proven) to be the person whose name is signed above and acknowledged that he/she executed this document in the capacity indicated above.

In witness thereof, I hereto set my hand and official seal.

Clare M. Vallee
Notary Public/Justice of the Peace

CLARE M. VALLEE
Justice of the Peace - New Hampshire
My Commission Expires September 9, 2014

My Commission Expires: Sept 9, 2014

W.K. Brown
Approval by N.H. Attorney General
(Form, Substance and Execution)

3/20/14
Date

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

APR 13 2011
Date



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF PROGRAM SUPPORT

DEC 10 2010

EFFECTIVE DATE 4/1/2011
EXPIRATION 3/31/2012

LICENSE NO. 00050 IS ISSUED TO ANDROSCOGGIN VALLEY HOSPITAL TRUSTEES
DBA ANDROSCOGGIN VALLEY HOSPITAL

TOTAL BLD
COUNT 25

LOCATED AT 59 PAGE HILL RD BERLIN NH

THIS FACILITY HAS COMPLIED WITH RSA 151 AND THE RULES
PROMULGATED THEREUNDER FOR LICENSURE AS THE
FOLLOWING:

TYPE HOSPITAL	ADMINISTRATOR RUSSELL KEENE	MEDICAL DIRECTOR KEITH M SHUTE MD	LAB DIRECTOR	BED TYPE CMB	BED 25
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Comments ANNUAL CERTIFICATE
EFFECTIVE 1/1/05 AVH IS CERTIFIED AS A C A H. IT HAS 25 ACUTE CARE BEDS AND 10 PSYCHIATRIC BEDS
AVH HAS A CON FOR 92

Waiver

Mary R. Costello
Senior Division Director

POST ON LOWER PORTION OF LICENSE

ESM



STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION

William L. Wrenn
Commissioner
Bob Mullen
Director

P.O. BOX 1806
CONCORD, NH 03302-1806
603-271-5610 FAX: 603-271-5639
TDD Access: 1-800-735-2964

June 3, 2010

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

G & C
Pending _____
Approved 6.23.10
Item # #53

REQUESTED ACTION

Authorize the New Hampshire Department of Corrections to enter into a contract with Androscoggin Valley Hospital, Inc. (VC # 177220), 59 Page Hill Road, Berlin, NH 03570 in the amount of \$1,591,278.00 to provide Inpatient and Outpatient Hospital/Medical Services for the NH Department of Corrections beginning July 1, 2010 through June 30, 2012 with the option to renew for one (1) additional period of up to two (2) years subject to Governor and Executive Council approval. 100% General Funds

Funding for this contract is available in account, Medical-Dental, as follows with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office, if needed and justified. Funding for SFY 2012 is contingent upon the availability and continued appropriation of funds.

Androscoggin Valley Hospital, Inc.			
Account	Description	SFY 2011	SFY 2012
02-46-46-465010-8234-101-500729	Medical and Dental	750,249.00	841,029.00
Total Contract Amount:			1,591,278.00

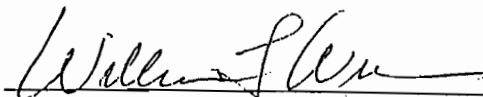
EXPLANATION

The New Hampshire Department of Corrections utilizes hospital services for short-term medical treatment for inmates having an acute illness or injury that is beyond the scope of primary care services provided by the current medical staff within the prison facility. The hospital contract includes inpatient surgery, medical services and outpatient procedures such as ambulatory surgery, diagnostic and emergency services.

The New Hampshire Department of Corrections issued a request for proposal (RFP) for the provision of Inpatient and Outpatient Hospital/Medical Services. The RFP was posted on the New Hampshire Department of Corrections website: <http://www.nh.gov.nhdoc/business/rfp.html> for nine (9) consecutive weeks and notified twenty-five (25) potential vendors of the RFP posting. As a result of the issuance of the RFP, one (1) potential vendor responded to the Northern Area (NCF) by submitting a proposal. After the review of the proposal, in accordance with the RFP Terms and Conditions, the New Hampshire Department of Corrections awarded the contract to Androscoggin Valley Hospital, Inc. pending Governor and Executive Council approval.

This RFP was scored utilizing a consensus methodology by a three person evaluation committee for the purposes of preserving the privacy of the evaluators. The evaluation committee consisted of New Hampshire Department of Corrections employees: Robert MacLeod, DHA, Administrative Director, Division of Medical/Forensic Services, Helen Hanks, MM, Deputy Director, Division of Medical/Forensic Services and Bob Mullen, CPA, Division Director, Administration.

Respectfully Submitted,

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

William L. Wrenn
Commissioner



STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION

P.O. BOX 1806
CONCORD, NH 03302-1806
603-271-5610 FAX: 603-271-5639
TDD Access: 1-800-735-2964

William L. Wrenn
Commissioner

Bob Mullen
Director

**Inpatient & Outpatient Hospital/Medical Services
Northern Area (NCF)
RFP Bid Evaluation and Summary
NHDOC 10-08-GFMED**

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 respondent to satisfy the requirements of this request in the most cost-effective manner. Specific criteria are:
 - a. Estimated Cost/Pricing – 76 points
 - b. Ability to Provide Services – 23 points
 - c. Financial Stability, Organizational Resources and Capability – 1 point
- 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 30 of NHDOC 10-08-GFMED RFP.
 - a. The contract will be awarded to the Bidder submitting the lowest total cost to the State based upon the New Hampshire Department of Corrections estimated volume as long as the Vendor's Ability to Provide Services, Capability, Skill and Financial Stability and References are acceptable to the Department.

Evaluation Team Members:

- a. Robert MacLeod, Director Medical/Forensic Services, NH Department of Corrections
- b. Helen Hanks, Deputy Director Medical/Forensic Services, NH Department of Corrections
- c. Bob Mullen, CPA, Division Director, Administration

RFP-NHDOC 10-08-GFMED Respondent:

Contract Term: July 1, 2010 – June 30, 2012	
Androscoggin Valley Hospital, Inc.	59 Page Hill Road, Berlin, NH 03570

Contract Award: Androscoggin Valley Hospital, Inc.



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

P.O. BOX 1806
CONCORD, NH 03302-1806
603-271-5610 FAX: 603-271-5639
TDD Access: 1-800-735-2964

William L. Wrenn
Commissioner

Bob Mullen
Director

**Inpatient & Outpatient Hospital/Medical Services
Northern Area (NCF)
RFP Scoring Matrix
NHDOC 10-08-GFMED**

Respondents:

- Androscoggin Valley Hospital, Inc., 59 Page Hill Road, Berlin, NH 03570

Scoring Matrix Criteria:

- Proposals were evaluated based on the proven ability of the respondents to satisfy the provisions set forth in the Scope of Services in the most cost-effective manner.
 1. Cost – 76 points
 - a. Inpatient Services (20 points)
 - b. Emergency Services (15 points)
 - c. Outpatient Services (25 points)
 - d. Rate Adjustments (7 points)
 - e. Transportation Costs (5 points)
 - f. No Other Costs by Vendor (4 points)
 2. Ability to Provide Services – 23 points
 - a. Claims Processing (3 points)
 - b. Physician Services (15 points)
 - c. Other Services (5 points)
 3. Financial Stability, Organizational Resources and Capability – 1 point

RFP Evaluation Criteria	RFP Point Value	Androscoggin Valley Hospital, Inc.
Cost	76 points	76
Ability to Provide Services	23 points	23
Financial Stability, Organizational Resources and Capability	1 points	1
Total Score	100 points	100

Contract Award: Androscoggin Valley Hospital, Inc.



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William L. Wrenn
Commissioner

Bob Mullen
Director

**Inpatient & Outpatient Hospital/Medical Services
RFP Evaluation Committee Member Qualifications
NHDOC 10-08-GFMED**

Robert MacLeod, DHA, Division Director, Medical/Forensic Services:

Dr. MacLeod has served as Division Director since 2002. He has broad and specific knowledge of the correctional mental health system, Laaman and Holiday consent decrees, and the special needs of seriously mentally ill patients and inmates confined in the SPU, RTU and prison environments.

Helen Hanks, MM, Deputy Division Director, Medical/Forensic Services:

Mrs. Hanks has made her career specific to the area of mental health and health care delivery since 1998 working with community mental health centers and Managed Behavioral Care organizations prior to her employment at the NHDOC. She has broad and specific knowledge of the correctional mental health system, Laaman and Holiday consent decrees, and the special needs of seriously mentally ill patients and inmates confined in the SPU, RTU and prison environments.

Bob Mullen, CPA, Division Director, Administration:

Bob Mullen has served as Division Director since 2004. He has been a Certified Public Accountant for 35 years. Before joining the NH Department of Corrections, he was the Financial Manager for the Division of Elderly and Adult Services at NH DHHS where he oversaw a budget in excess of \$300,000,000. Director Mullen had extensive financial experience in private industry before moving to the public sector.



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TDD Access: 1-800-735-2964

William L. Wrenn
Commissioner

Bob Mullen
Director

Inpatient & Outpatient Hospital/Medical Services
Bidders List
NHDOC 10-08-GFMED

Alice Peck Day Memorial Hospital
Evalie Crosby, VP Finance
125 Mascoma Street
Lebanon, NH 03766
crosbye@apdmh.org
603-448-3121, ext 7453

Androscoggin Valley Hospital
Russell Keene, CEO
59 Page Hill Road
Berlin, NH 03570
russell.keene@avhnh.org
603-752-5601

Catholic Medical Center
Scott Colby, Director of Managed Care
100 McGregor Street
Manchester, NH 03102
scolby@cmc-nh.org
603-663-6383

Cheshire Medical Center
Jill Batty, Sr. Vice President/Finance
580 Court Street
Keene, NH 03431
jbatty@cheshire-med.com
603-354-5406

Concord Hospital
Scott Sloane, VP Finance
250 Pleasant Street
Concord, NH 03301
ssloane@crhc.org
603-230-6059

**Inpatient & Outpatient Hospital/Medical Services
Bidders List
NHDOC 10-08-GFMED**

Cottage Hospital
Steven Plant, Chief Financial Officer
90 Swiftwater Road
PO Box 2001
Woodsville, NH 03785
splant@cottagehospital.org
603-747-9146

Dartmouth-Hitchcock Medical Center
Peter Johnson, Chief Officer, Information Services & Contracting
One Medical Center Drive
Lebanon, NH 03756
paj@hitchcock.org
603-650-8811

Elliot Hospital
Eva Martel, Director of Managed Care
One Elliot Way
Manchester, NH 03103
emartel@elliott-hs.org
603-663-2544

Exeter Hospital
Glenn Klink, Vice President, Reimbursement, Contracting & Government
5 Alumni Drive
Exeter, NH 03833
gklink@ehr.org
603-778-7311

Franklin Regional Hospital/Lakes Region General Hospital
Andrew Patterson, VP Provider relations and Contracting
15 Aiken Avenue
Franklin, NH 03235
apatterson@lrgh.org
603-527-2727

Frisbie Memorial Hospital
John Marzinzik, Vice President, Finance
11 Whitehall Road
Rochester, NH 03867
j.marzinzik@fmhospital.com
603-332-5211, Ext 8103

Huggins Hospital
Ernest Enck, Chief Financial Officer
240 South Main Street
Wolfeboro, NH 03894
eenk@hugginshospital.org
603-569-7500, Ext. 7510

**Inpatient & Outpatient Hospital/Medical Services
Bidders List
NHDOC 10-08-GFMED**

Littleton Regional Hospital
Robert Fotter, Chief Financial Officer
600 Saint Johnsbury Road
Littleton, NH 03561
bfotter@littletonhospital.org
pwright@littletonhospital.org
603-444-9000, Ext. 9504

Memorial Hospital
John Newton, Assistant Director/Financial & Support Services
3073 White Mountain Highway
North Conway, NH 03860
jnewton@memorialhospitalnh.org
603-356-5461, Ext. 143

Monadnock Community Hospital
Richard Scheinblum, Chief Financial Officer
452 Old Street Road
Peterborough, NH 03458
Richard.scheinblum@mchmail.org
603-924-7191, Ext. 1738

New London Hospital
Tina Naimie, CPA, MSA, Chief Financial Officer
273 County Road
New London, NH 03257
Tina.naimie@newlondonhospital.org
603-526-2911, Ext. 5339

Parkland Medical Center
Jeff Scionti, Chief Operating Officer
One Parkland Drive
Derry, NH 03038
603-432-1500, Ext. 2102

Portsmouth Regional Hospital
David McClung, Chief Financial Officer
333 Borthwick Avenue
Portsmouth, NH 03801
david.mcclung@hcahealthcare.com
603-436-5110, Ext. 4010

Saint Joseph Hospital
James McKenna, VP Ambulatory Services
172 Kinsley Street
Nashua, NH 03061
jmckenna@sjnh.org
603-882-3000

**Inpatient & Outpatient Hospital/Medical Services
Bidders List
NHDOC 10-08-GFMED**

Southern New Hampshire Medical Center
Michael Rose, Chief Operation Officer
8 Prospect Street
Nashua, NH 03060
Michael.rose@snhmc.org
603-577-2004

Speare Memorial Hospital
Richard Werkowski, Interim Chief Financial Officer
16 Hospital Road
Plymouth, NH 03264
rwerkowski@spearehospital.com
603-536-1120, Ext. 218

Upper Connecticut Valley Hospital
Charlie White, chief Financial Officer
181 Corliss Lane
Colebrook, NH 03576
cwhite@ucvh.org
603-388-4110

Valley Regional Hospital
Steve Monette, Vice President, Finance
243 Elm Street
Claremont, NH 03743
steven.monette@vrh.org
603-542-1852

Weeks Medical Center Hospital
173 Middle Street
Lancaster, NH 03584
scotthowe.@weeksmc.org
603-788-4911, Ext 5030

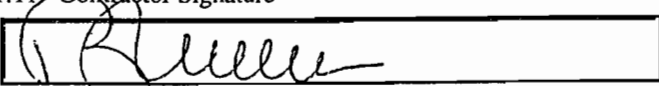
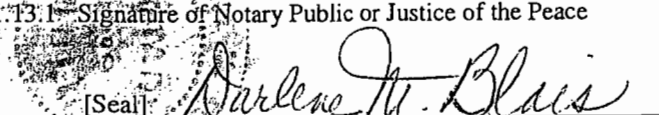
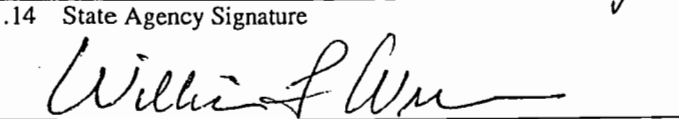
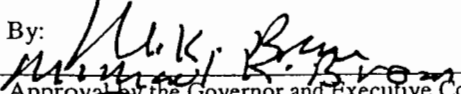

Wentworth-Douglas Hospital
789 Central Avenue
Dover, NH 03820
eleanor.laliberte@wdhospital.org
603-740-2802

Subject: Inpatient and Outpatient Hospital/Medical Services FORM NUMBER P-37 (version 1/09)

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name <u>New Hampshire Department of Corrections</u>		1.2 State Agency Address <u>105 Pleasant Street, Concord, NH 03301</u>	
1.3 Contractor Name <u>Androscoggin Valley Hospital, Inc.</u>		1.4 Contractor Address <u>59 Page Hill Road, Berlin, NH 03570</u>	
1.5 Contractor Phone Number <u>603-752-2200</u>	1.6 Account Number <u>02-46-46-465010-8234</u> <u>101-500729</u>	1.7 Completion Date <u>June 30, 2012</u>	1.8 Price Limitation <u>\$1,591,278.00</u>
1.9 Contracting Officer for State Agency <u>William L. Wrenn, Commissioner</u>		1.10 State Agency Telephone Number <u>603-271-5603</u>	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory <u>Russell G. Keene, Chief Executive Officer</u>	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Coccos</u> On <u>May 20, 2010</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace 			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Darlene M. Blais, Notary Public</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>William L. Wrenn, Commissioner</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>6/4/10</u>			
1.18 Approval by the Governor and Executive Council By:  DEPUTY SECRETARY OF STATE JUN 23 2010			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

7. PERSONNEL.

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

8. EVENT OF DEFAULT/REMEDIES.

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

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

1. Description of Services:

The Contractor shall provide Inpatient and Outpatient Hospital/Medical Services and optional professional medical services for all services as specified in Exhibit A, Scope of Services, for each regional area proposal submission for the NH Department of Corrections to include but not limited to:

1.1. Inpatient Hospital Services:

- 1.1.1. The NH Department of Corrections is seeking proposals for inpatient services to be reimbursed on a "Diagnosis Related Group" (DRG) methodology. Specifically, the Vendor is asked to acknowledge the payment methodology and provide a DRG coefficient for evaluation. Such payment methodology will allow recognition of case mix and still provide an all inclusive rate for inpatient Hospital Services.
- 1.1.2. In developing the DRG rate, the Vendor should review the provisions of Senate Bill 185 (and the amended RSA 623-C:2) enacted as of July 1, 2009 requiring hospitals providing inpatient services to this population to accept fees not greater than one hundred ten percent (110%) of the Medicare allowable rate.
- 1.1.3. NH Department of Corrections requests the Vendor to comment on the competitiveness of the DRG coefficient provided as it relates to RSA 623-C:2, I and II, private commercial payment and other public sources of third party payment.

1.2. Emergency Services:


- 1.2.1. Indicate the Vendor's acceptable reimbursement level for Emergency Services as a percentage discount off the hospital billed charge. At a minimum, the Vendor shall adhere to the requirements SB185 (and the amended RSA 623-C:2) requiring that the hospital rate does not exceed 110% of the Medicare allowable amount for these services.
- 1.2.2. NH Department of Corrections requests the Vendor to comment on the competitiveness of the discount provided as it relates to the requirements of SF 185 (and the amended RSA 623-C:2), private commercial payment and other public sources of third party payment.

1.3. Outpatient Hospital Services:

- 1.3.1. The NH Department of Corrections is seeking proposals for outpatient services to be reimbursed as a percentage of the 2009 relevant NH Medicare Fee Schedule and indicate the percentage (%) multiplier. The following NH Medicare Fee Schedules are to be used:

NH Medicare Fee Schedule	Percentage (%) Multiplier
Outpatient Laboratory	
Outpatient Radiology	
National Level II Codes (HCPCS)	

- 1.3.1.1. The NH Department of Corrections requests the Vendor to comment on the competitiveness of the discount provided as it relates to the requirements of SB 185 (and the amended RSA 623-C:2), private commercial payment and other public sources of third party payment.
- 1.3.2. All other outpatient services not covered by the NH Medicare Fee Schedules above will be paid as a percentage of the facility charge structure. Please indicate the percentage discount off the hospital's billed charge.

Vendor Initials: 

1.3.2.1. The NH Department of Corrections requests the Vendor to comment on the competitiveness of the discount provided as it relates to the requirements of SB 185 (and the amended RSA 623-C:2), private commercial payment and other public sources of third party payment.

1.4. Rate Adjustments:

1.4.1. The NH Department of Corrections requests a two-year rate proposal and agreement because of the need to properly appropriate funds over the biennium. If the Vendor proposes an annual adjustment to the rates, please indicate what the adjustment will be, how notification will occur, and the rationale for such adjustment. If extended for two (2) years, NH Department of Corrections will agree to hospital reimbursement rates by the most recently published Boston-Brockton-Nashua, MA-NH-ME-CT Medical Consumer Price Index (BMCPPI) for the remaining two (2) year period provided that such an adjustment does not violate the intent of RSA 623-C:2 when compared to the then current Medicare fee schedule.

1.4.2. *Please note:* During the term of the agreement with any selected Vendor, NH Department of Corrections will require by Agreement that the Vendor provide written notification of any charge master increases prior to the effective date of such change. The percentage of charges for these services will be offset to preserve the same level of reimbursement prior to the charge increase. In the event that the notification is not provided in advance or in accordance with the terms of the Agreement, NH Department of Corrections reserves the right to recover any overpayments at any time.

1.5. Hospital Claim Processing:

1.5.1. The NH Department of Corrections lacks electronic claims system capacity. For Hospitals Services, the NH Department of Corrections will require the Vendor to invoice the discounted amount of services rendered to inmates. Claims are to be provided in the industry standard format, but should indicate the amount expected to be reimbursed. The Vendor is asked in this section to describe the method by which it will address this request, provide a sample format and may be asked to speak to this issue in more detail during any finalist presentation. This section is a requirement for any qualified bidder.

1.5.2. *Please note:* The NH Department of Corrections reserves the right to audit any claims and/or seek clarification on any payments that result from this process at anytime. The Vendor should be able to defend its pricing methodology and properly detail any internal process controls for ensuring accurate pricing of claims.


1.6. Physician Services:

1.6.1. The NH Department of Corrections seeks to include professional medical services in this RFP. In particular, it seeks to access services for employed physicians to be reimbursed at a discounted level. The Vendor should indicate its willingness to provide discounted professional services for its employed physicians and provide the following:

1.6.1.1. a listing of the employed physicians and relevant specialty;

1.6.1.2. the acceptable level of reimbursement expressed as a percentage of the 2009 NH Medicare fee schedule [New Hampshire Geographic Practice Cost Index (NH GPCI) adjusted];

1.6.1.3. NH Department of Corrections requests the Vendor to comment on the competitiveness of the discount as it relates to billed charges, commercial third party payments and other public program third party payer reimbursements (i.e. Medicaid, Veterans Administration, etc).

Vendor Initials 

1.6.2. The NH Department of Corrections seeks to include other non-hospital based community physicians in its professional services network. Please indicate how the facility may assist the NH Department of Corrections in reaching out to other community physicians to access discounted services. Please comment on the expected success of this effort, ways to ensure a successful effort and other ideas that will enhance the ability of the NH Department of Corrections to access discounted services.

1.7. Physician Services Claims Processing:

The Vendor should validate that Physician Service claims will be provided to the NH Department of Corrections in a timely manner and consistent with the industry format. Claims for Physician Services will be processed by the NH Department of Corrections by applying the negotiated percentage of the 2009 NH Medicare Fee Schedule to the service, regardless of amount billed. The NH Department of Corrections recognizes that the Vendor's may invoice at its billed charge rate for employed Physician Services. No payments of services rendered under this methodology will exceed the billed charge amount.

1.8. Other Considerations:

1.8.1. The NH Department of Corrections is interested in access to other necessary services that the Vendor may be willing to provide at a discounted rate. Please indicate in this section if any other such services are available. Items of interest include but are not limited to on-campus (NH Department of Corrections facilities) rehabilitation services: Physical Therapy (PT), Occupational Therapy (OT), Speech Therapy (ST) and Respiratory Therapy (RT), or alternative to hospital based rehabilitation services.

1.8.2. As an evaluation tool, transportation/security costs will be calculated and factored in to the total cost of Hospital Services. Transports shall be done with a minimum of two (2) NH Department of Corrections Correctional Officers at an average rate of \$38.60 per hour and a per mile cost of \$.50 based upon the Internal Revenue Service announcement for 2010.

2. **Service Locations, Average Inmate Population and Estimated Annual Inmate Transports:**

2.3. Location of Services: The Contractor shall provide Inpatient and Outpatient Hospital/Medical Services and optional professional medical services to the following locations listed below. Northern Area: Northern Correctional Facility (NCF), Concord Area: NH State Prison for Men (NHSP-M) and Secure Psychiatric Unit (SPU) and Southern Area: NH State Prison for Women (NHSP-W). Locations requiring these services are marked with an X:

Northern Area - NHDOC Northern NH Correctional Facility Location

Northern NH Correctional Facility (NCF) 138 East Milan Road, Berlin, NH 03570

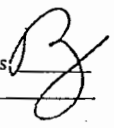
Concord Area - NHDOC NH Correctional Facility Locations

NH State Prison for Men (NHSP-M) 281 North State Street, Concord, NH 03301

Secure Psychiatric Unit (SPU) 281 North State Street, Concord, NH 03301

Southern Area - NHDOC Southern NH Correctional Facility Location

NH State Prison for Women (NHSP-W) 317 Mast Road, Goffstown, NH 03045

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8.13. Average Projected Inmate Population:

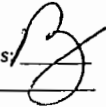
Service Area	Average Projected Inmate Population
Northern Area	760
Concord Area	1801
Southern Area	162

8.14. Estimated Annual Inmate Transports:

Service Area	Estimated Annual Inmate Transports
Northern Area	887
Concord Area	1095
Southern Area	193

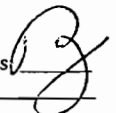
3. General Service Provisions:

- 3.1. The NH Department of Corrections designee, Medical Operations Administrator, or designee, shall contact the Vendor when service is needed. A list of NH Department of Corrections, Medical Service Personnel Coordinators will be provided to the Vendor upon awarding the contract.
- 3.2. The Vendor agrees to comply with all rules and regulations of the NH Department of Corrections.
- 3.3. Upon agreement of both parties, additional facilities belonging to the NH Department of Corrections may be added to the contract. If it is necessary to increase the price limitation of the contract this provision will require Governor and Executive Council approval.
- 3.4. The Vendor shall ensure that NH State licensed professionals provide the services required. The Vendor and its staff must possess the credentials, licenses and/or certificates required by law and regulations to provide the services required.
- 3.5. In the event that the Vendor should change ownership for any reason whatsoever, the NH Department of Corrections shall have the option of continuing under the Contract with the Vendor or its successors or assigns for the full remaining term of the Contract, continuing under the Contract with the Vendor or, its successors or, assigns for such period of time as determined necessary by the NH Department of Corrections, or terminating the Contract.
- 3.6. The Vendor shall, within five (5) days after the award of the Contract: submit a written identification and notification to NH Department of Corrections of the name, title, address, telephone number, fax number and e-mail address of one (1) individual within its organization as a duly authorized representative to whom all correspondence, official notices and requests related to the Vendor's performance under the Contract.
 - 3.6.1. Any written notice to the Vendor shall be deemed sufficient when deposited in the U.S. mail, postage prepaid and addressed to the person designated by the Vendor under this paragraph.
 - 3.6.2. The Vendor shall have the right to change or substitute the name of the individual described above as deemed necessary provided that any such change is not effective until the Commissioner of the NH Department of Corrections actually receives notice of this change.
 - 3.6.3. Changes of the named Liaison by the Vendor must be made in writing and forwarded to: NH Department of Corrections, Medical Operations Administrator, 105 Pleasant Street, Concord, NH 03301.

Vendor Initials: 

- 3.7. The Vendor shall designate a representative to act as liaison between the Vendor and NH Department of Corrections for the duration of the Contract. The representative shall be responsible for:
- 3.7.1. representing the Vendor on all matters pertaining to the Contract. Such a representative shall be authorized and empowered to represent the Vendor regarding all aspects of the Contract;
 - 3.7.2. monitoring the Vendor's compliance with the terms of the Contract;
 - 3.7.3. 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
 - 3.7.4. meeting with representatives of NH Department of Corrections on a periodic or as-needed basis to resolve issues which may arise.
- 3.8. NH Department of Corrections Contract Liaison Responsibilities:
The NH Department of Corrections Commissioner of Corrections, or designee, shall act as liaison between the Vendor and NHDOC for the duration of the Contract. NH Department of Corrections reserves the right to change its representative, at its sole discretion, during the term of the Contract, and shall provide the Vendor with written notice of such change. NH Department of Corrections representative shall be responsible for:
- 3.8.1. representing NH Department of Corrections on all matters pertaining to the Contract. The representative shall be authorized and empowered to represent NH Department of Corrections regarding all aspects of the Contract subject to the New Hampshire Governor and Executive Council approval, where needed;
 - 3.8.2. monitoring compliance with the terms of the Contract;
 - 3.8.3. responding to all inquiries and requests related to the Contract made by the Vendor, under the terms and in the time frames specified by the Contract;
 - 3.8.4. meeting with the Vendor's representative on a periodic or as-needed basis and resolving issues which arise; and,
 - 3.8.5. informing the Vendor of any discretionary action taken by NH Department of Corrections pursuant to the provisions of the Contract.
- 3.9. Reporting Requirements:
The Vendor shall provide, at a minimum, monthly reports on outpatient volume by the Department's facility and inpatient volume by DRG shall be required. Descriptions of reports or sample reports should be provided as an attachment to the RFP response.
- 3.9.1. The Vendor shall provide any and all reports as requested on an as needed basis according to a schedule and format to be determined by the NH Department of Corrections including but not limited to:
 - 3.9.1.1 monthly summary of the cost of services provided by inmate;
 - 3.9.1.2 patient diagnosis;
 - 3.9.1.3 length of stay information;
 - 3.9.1.3. breakdowns of inpatient and outpatient billings by Current Procedural Terminology (CPT) and Healthcare Common Procedure Coding System (HCPCS) codes;
 - 3.9.1.4. summary cost of services by major diagnostic categories as well as International Classification of Diseases (ICD-9) details;
 - 3.9.1.5. information regarding ancillary charges;
 - 3.9.1.6. outpatient data is to be reported in a Ambulatory Payment Classification (APC) format;
 - 3.9.1.7. billings are to be provided in a format consistent with Medicare and Medicaid billings on industry standard forms.

Vendor Initials



- 3.9.2. It is the intent of NH Department of Corrections to work with any Contractor to provide any reporting required that meets the NH Department of Corrections needs.
- 3.9.3. The NH Department of Corrections welcomes suggestions from prospective Vendors that would result in a more efficient administration of any Contract resulting from this RFP.
- 3.9.4. Any information requested would be specific to the NH Department of Corrections inmates only.
- 3.10. Performance Evaluation: NH Department of Corrections shall, at its sole discretion:
 - 3.10.1. monitor and evaluate the Vendor's compliance with the terms of the Contract;
 - 3.10.2. the NH Department of Corrections Bureau of Quality Improvement, Compliance and Research Director may meet with the Vendor at a minimum of twice a year to assess the performance of the Vendor relative to the Vendor's compliance with the Contract as set forth in the approved Contract document;
 - 3.10.3. review reports submitted by the Vendor. NH Department of Corrections shall determine the acceptability of the reports. If they are not deemed acceptable, NH Department of Corrections shall notify the Vendor and explain the deficiencies;
 - 3.10.4. request additional reports the NH Department of Corrections deems necessary for the purposes of monitoring and evaluating the performance of the Vendor under the Contract;
 - 3.10.5. perform periodic programmatic and financial review of the Vendor's performance or responsibilities. This may include, but limited to, on-site inspections audits conducted by the NH Department of Corrections or its agent of the Vendor's records. The audits may, at a minimum, include a review of the following:
 - 3.10.5.1. claims and financial administration;
 - 3.10.5.2. program operations;
 - 3.10.5.3. financial reports;
 - 3.10.5.4. staff qualifications;
 - 3.10.5.5. clinical protocols;
 - 3.10.5.6. individual medical records.
 - 3.10.6. give the Vendor prior notice of any on-site visit by the NH Department of Corrections or its agents to conduct an audit and further notify the Vendor of any records which the NH Department of Correction or its agent may wish to review;
 - 3.10.7. inform the Vendor of any dissatisfaction with the Vendor's performance and include requirements for corrective action;
 - 3.10.8. the Vendor understands and agrees that the NH Department of Corrections reserves the right to amend the claims process for Hospital and Professional Services as outlined in Exhibit A. The NH Department of Corrections continues to work on alternative mechanisms to expedite the claims process and provide useful real time data to NH Department of Corrections. Any such change to the claims process will be provided with written notice in advance of the required change.

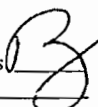
4. Other Contract Provisions:

4.1. Modifications to the Contract:

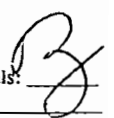
In the event of any dissatisfaction with the Vendor's performance, the NH Department of Corrections will inform the Vendor of any dissatisfaction and will include requirements for corrective action.

4.1.1. The Department of Corrections has the right to terminate the Contract, if the NH Department of Corrections determines that the Vendor is:

4.1.1.1. not in compliance with the Terms and Conditions of the Contract, or;

Vendor Initials 

- 4.1.1.2. has lost or has been notified of intention to lose their accreditation and/or licensure;
 - 4.1.1.3. has lost or has been notified of intention to lose their Federal certification and/or licensure;
 - 4.1.1.4. as otherwise permitted by law or as stipulated within this Contract.
- 4.2. Coordination of Efforts:
The Vendor shall fully coordinate his or her activities in the performance of the Contract with those of the NH Department of Corrections. As the work of the Vendor progresses, advice and information on matters covered by the Contract shall be made available by the Vendor to NH Department of Corrections as requested by NH Department of Corrections throughout the effective period of the Contract.
- 5. Bankruptcy or Insolvency Proceeding Notification:**
- 5.1. Upon filing for any bankruptcy or insolvency proceeding by or against the Vendor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Vendor must notify the NH Department of Corrections immediately.
 - 5.2. 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.
- 6. Embodiment of the Contract:**
- 6.1. The Contract between the NH Department of Corrections and the Vendor shall consist of:
 - 6.1.1. the Request for Proposal (RFP) and any amendments thereto;
 - 6.1.2. the proposal submitted by the Vendor in response to the RFP; and/or
 - 6.1.3. a negotiated document (Contract) agreed to by and between the parties that is ratified by a "meeting of the minds" after careful consideration of all of the terms and conditions and that which is approved by the Governor and Executive Council of the State of New Hampshire.
 - 6.2. 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 6.1.3. shall govern.
 - 6.3. The NH Department of Corrections reserves the right to clarify any contractual relationship in writing with the concurrence of the Vendor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the Vendor's Proposal and/or the result of a Contract.
- 7. Cancellation of Contract:**
- 7.1. The Department of Corrections may cancel the Contract at any time for breach of Contractual obligations by providing the Vendor with a written notice of such cancellation.
 - 7.2. Should the NH Department of Corrections exercise its right to cancel the Contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the Vendor.
 - 7.3. The NH Department of Corrections reserves the right to terminate the Contract without penalty or recourse by giving the Vendor a written notice of such termination at least sixty (60) days prior to the effective termination date.
 - 7.4. The NH Department of Corrections reserves the right to cancel this Contract for the convenience of the State with no penalties by giving the Vendor sixty (60) days notice of said cancellation.

Vendor Initials: 

8. Vendor Transition:

NH Department of Corrections, in any Contract resulting from this RFP, shall require the Vendor to work cooperatively with any predecessor and/or successor Vendor to assure the orderly and uninterrupted transition from one Vendor to another.

9. 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.

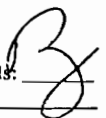
10. Additional Items/Locations:

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

11. Special Notes:

- 11.1. The headings and footings of the sections of this document are for convenience only and shall not affect the interpretation of any section.
- 11.2. The NH Department of Corrections reserves the right to require use of a third party administrator during the life of the Contract.
- 11.3. Locations per contract year may be increased/decreased and or reassigned to alternate facilities during the Contract term at the discretion of the Department.
- 11.4. Locations may be added and/or deleted after the awarding of a Contract at the discretion of the Department and upon mutual agreement of the Commissioner of the Department of Corrections and the Vendor.
- 11.5. In the event that the NH Department of Corrections wishes to add or remove facilities at which the Contractor is to provide services, it shall:
 - 11.5.1. give the Contractor fourteen (14) days written notice of the proposed change; and
 - 11.5.2. secure the Contractor's written agreement to the proposed changes.
- 11.6. 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.

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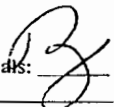
Vendor Initials: 

1. Current Procedural Codes (CPT)/HCPCS Codes paid in SFY 2009

1.1. Table: CPT/HCPCS Descriptor Codes

CPT Descriptor	NHDOC Total Number
Medicine	1688
Radiology	834
Anesthesia	144
Pathology & Laboratory	134
Digestive	121
Integumentary	59
Musculoskeletal	47
Urinary/Genital/Endocrine	33
Nerve/Eye/Ear	32
Respiratory/Cardio/Hemic /Chest	20
HCPCS Descriptor	NHDOC Total Number
Transporting Services including Ambulance	123
Procedures/Professional Services (Temporary)	50
Orthotic Procedures	26
Drugs Administered other than Oral Methods	20
Temporary National Codes (Non-Medicare)	15
Prosthetic Procedures	4
Vision Services	4
Medical & Surgical Supplies	3
Hearing Services	2
Dental Procedures	1
Durable Medical Equipment	1
Q Codes (Temporary)	1

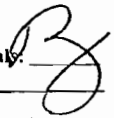
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Vendor Initials: 

2. ICD-9 Codes for Top 100 Diagnoses Rendered for Medical Services in SFY 2009

2.1. Table: ICD-9 Codes for Top 100 Diagnoses:

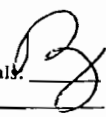
Initial Diagnoses (DX)	Diagnoses Description	NHDOC Total Volume
786.50	Unspecified Chest Pain	252
786.59	Other Chest Pain: {Discomfort}{Pressure}{Tightness} in Chest	88
789.00	Abdominal Pain	60
201.9	Hodgkin's Disease, Unspecified Type	58
719.46	Pain in Joint Involving Lower Leg	50
681.11	Onychia and Paronychia of Toe	45
729.5	Pain in Limb	45
780.2	Blackout; Fainting; (Near) (Pre) Syncope; Vasovagal Attack	32
426.9	Conduction Disorder, Unspecified	28
185	Malignant Neoplasm of Prostate	27
V76.12	Other Special Screening Mammogram	27
719.41	Pain in Joint Involving Shoulder Region	27
815.00	Closed Fracture of Metacarpal Bone(s), Site Unspecified	26
959.7	Other and Unspecified Injury to Knee, Leg, Ankle, and Foot	26
211.3	Benign Neoplasm of Colon	24
682.6	Cellulitis and Abscess of Leg, Except Foot	22
780.39	Convulsive Disorder NOS; Fit NOS; Seizure NOS; Recurrent Convulsions NOS	22
110.1	Dermatophytosis of Nail	21
836.0	Tear of Medial Cartilage or Meniscus of Knee, Current	19
577.0	Diseases of Pancreas	19
786.09	Other Dyspnea and Respiratory Abnormality	19
719.47	Pain in Joint Involving Ankle and Foot	18
854.00	Intracranial Injury of other and Unspecified Nature, without Mention of Open Intracranial Wound, with State of Consciousness Unspecified	18
275.0	Disorders of Iron Metabolism: Bronzed Diabetes; Hemochromatosis; Pigmentary Cirrhosis (of liver)	18
789.09	Abdominal pain, Other Specified Site	17
42.0	Esophagotomy	17
366.16	Senile Nuclear Sclerosis	17
141.0	Malignant Neoplasm of Base of Tongue	16
562.10	Diverticulosis of Colon (without Mention of Hemorrhage)	15

Vendor Initials: 

2. ICD-9 Codes for Top 100 Diagnoses Rendered for Medical Services in SFY 2009
 Continued

2.1. Table: ICD-9 Codes for Top 100 Diagnoses, Continued:

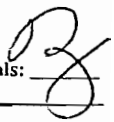
Initial Diagnoses (DX)	Diagnoses Description	NHDOC Total Volume
816.00	Closed Fracture of Phalanx or Phalanges of Hand, Unspecified	15
578.9	Hemorrhage of Gastrointestinal Tract, Unspecified	15
707.10	Ulcer of Lower Limbs, Unspecified	15
354.0	Carpal Tunnel Syndrome	15
724.2	Low Back Pain; Low Back Syndrome; Lumbalgia	14
338.29	Other Chronic Pain	14
959.09	Injury of Face and Neck	14
414.00	Coronary Atherosclerosis of Unspecified Type of Vessel, Native or Graft	14
728.71	Plantar Fascial Fibromatosis	14
703.0	Ingrowing Nail with Infection; Unguis Incarnatus	13
365.10	Open-angle Glaucoma, Unspecified	13
723.1	Cervicalgia: Pain in Neck	13
786.05	Shortness of Breath	13
592.0	Nephrolithiasis NOS; Renal Calculus or Stone; Staghorn Calculus; Stone in Kidney	13
186.9	Malignant Neoplasm of other and Unspecified Testis	13
427.89	Other Specified Cardiac Dysrhythmias	13
558.9	Other and Unspecified Noninfectious Gastroenteritis and Colitis	12
959.01	Head Injury, Unspecified	12
599.7	Hematuria	12
173.5	Other Malignant Neoplasm of Skin of Trunk, Except Scrotum	12
550.90	Unilateral or Unspecified Inguinal Hernia (not specified as recurrent), without Mention of Obstruction or Gangrene	12
414.01	Coronary Atherosclerosis of Native Coronary Vessel	12
573.9	Unspecified Disorder of Liver	12
977.9	Poisoning by Unspecified Drug or Medicinal Substance	12
427.31	Atrial Fibrillation	12
427.32	Atrial Flutter	12
780.4	Light-headedness; Vertigo NOS	12
V54.19	Aftercare for Healing Traumatic Fracture of other Bone	11

Vendor Initials: 

2. ICD-9 Codes for Top 100 Diagnoses Rendered for Medical Services in SFY 2009
 Continued

2.1. Table: ICD-9 Codes for Top 100 Diagnoses, Continued:

Initial Diagnoses (DX)	Diagnoses Description	NHDOC Total Volume
785.6	Enlargement of Lymph Nodes	11
410.90	Acute Myocardial Infarction of Unspecified Site, Episode of Care Unspecified	11
782.0	Disturbance of Skin Sensation	11
729.81	Swelling of Limb	11
935.1	Foreign Body in Esophagus	11
721.3	Lumbosacral Spondylosis without Myelopathy	11
611.72	Lump or Mass in Breast	11
793.81	Mammographic Microcalcification	11
599.70	Hematuria, Unspecified	11
784.0	Facial pain; Pain in Head NOS	11
592.1	Ureteric Stone; Ureterolithiasis	11
790.93	Elevated Prostate Specific Antigen [PSA]	10
724.5	Backache, Unspecified	10
553.1	Umbilical Hernia without Mention of Obstruction or Gangrene	10
195.0	Malignant Neoplasm of Head, Face, and Neck	10
070.54	Chronic Hepatitis C without Mention of Hepatic Coma	10
401.9	Unspecified Essential Hypertension	10
787.20	Dysphagia, Unspecified	10
571.5	Cirrhosis of Liver without Mention of Alcohol	10
578.1	Blood in Stool	10
959.4	Other and Unspecified Injury to Hand, Except Finger	10
938	Foreign Body in Digestive System, Unspecified	10
719.45	Pain in Joint Involving Pelvic Region and Thigh	10
726.2	Other Affections of Shoulder Region, NEC	9
410.91	Acute Myocardial Infarction of Unspecified Site, Initial Episode of Care	9
789.9	Other Symptoms Involving Abdomen and Pelvis	9
428.0	Congestive Heart Failure, Unspecified	9
540.0	Acute Appendicitis with Generalized Peritonitis	9
786.2	Cough	9
518.0	Atelectasis; Collapse of Lung; Middle Lobe Syndrome	9
604.90	Orchitis and Epididymitis, Unspecified	9
585.6	End Stage Renal disease	9

Vendor Initials: 

**2. ICD-9 Codes for Top 100 Diagnoses Rendered for Medical Services in SFY 2009
 Continued**

2.1. Table: ICD-9 Codes for Top 100 Diagnoses, Continued:

Initial Diagnoses (DX)	Diagnoses Description	NHDOC Total Volume
722.52	Degeneration of Lumbar or Lumbosacral Intervertebral Disc	8
965.4	Poisoning by Aromatic Analgesics, NEC	8
593.9	Unspecified Disorder of Kidney and Ureter	8
608.9	Unspecified Disorder of Male Genital Organs	8
250.6	Diabetes with Neurological Manifestations	8
711.06	Pyogenic Arthritis Involving Lower Leg	8
998.59	Other Postoperative Infection	8
413.9	Other and Unspecified Angina Pectoris	8
959.2	Unspecified Site of Spinal Cord Injury without Spinal Bone Injury	8
785.1	Palpitations	8

3. Top 20 CPT Codes Rendered at Hospitals in SFY 2009 to NH Department of Correctional Inmates

3.1. Table: Top 20 CPT Codes Rendered at Hospital in SFY 2009:

CPT Codes	Description	Total Number of Hospital Based Services by Code for SFY 2009
99214	Office or other outpatient visit for the evaluation and management of an established patient, which requires at least 2 of these 3 key components: a detailed history; a detailed examination; Medical decision making of moderate complexity.	32
99213	Office or other outpatient visit for the evaluation and management of an established patient, which requires at least 2 of these 3 key components: an expanded problem focused history; an expanded focused examination; Medical decision making of low complexity.	32
93010	Electrocardiogram, routine ECG with at least 12 leads; interpretation and report only.	20
93307	Echocardiography, transthoracic, real-time with image documentation (2D), includes M-mode recording, when performed, complete, w/o spectral or color Doppler echocardiography.	18
99244	Office consultation for a new or established patient, which requires these 3 key components: a comprehensive history; a comprehensive examination; and Medical decision making of moderate complexity.	18

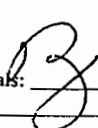
Vendor Initials: 

3. Top 20 CPT Codes Rendered at Hospitals in SFY 2009 to NH Department of Correctional Inmates, Continued

3.1. Table: Top 20 CPT Codes Rendered at Hospital in SFY 2009, Continued:

CPT Codes	Description	Total Number of Hospital Based Services by Code for SFY 2009
93000	Electrocardiogram, routine ECG with at least 12 leads; with interpretation and report.	17
93016	Physician Supervision only, without interpretation or report.	12
99215	Office or other outpatient visit for the evaluation and management of an established patient, which requires at least 2 of these 3 key components: a detailed history; a detailed examination; Medical decision making of moderate complexity.	11
99285	Emergency department visit for the evaluation and management of a patient, which requires these 3 key components within the constraints imposed by the urgency of the patient's clinical condition and/or mental status: a comprehensive history; a comprehensive examination; and Medical decision making of high complexity.	10
99220	Initial observation care, per day, for the evaluation and management of a patient, which requires these 3 key components: a comprehensive history; a comprehensive examination; and Medical decision making of high complexity.	9
99232	Subsequent hospital care, per day, for the evaluation and management of a patient, which requires at least 2 of these 3 key components: an expanded problem focused interval history; an expanded problem focused examination; Medical decision making of moderate complexity.	8
99238	Hospital discharge day management; 30 minutes or less.	8
93510	Left heart catheterization, retrograde, from the brachial artery, axillary artery or femoral artery: percutaneous.	8
99284	Emergency department visit for the evaluation and management of a patient, which requires these 3 key components: a detailed history; a detailed examination; and Medical decision making of moderate complexity.	7
93018	Stress test: interpretation and report only.	7
99283	Emergency department visit for the evaluation and management of a patient, which requires these 3 key components: an expanded problem focused history; an expanded problem focused examination; and Medical decision making of moderate complexity.	6
99243	Office consultation for a new or established patient, which requires these 3 key components: a detailed history; a detailed examination; and Medical decision making of low complexity.	6
93350	Echocardiography, transthoracic, real-time with image documentation (2D), includes M-mode recording, when performed, during rest and cardiovascular stress test using treadmill, bicycle exercise and/or pharmacologically induced stress, w/ interpretation and report.	6
99223	Initial hospital care, per day, for the evaluation and management of a patient, which requires these 3 key components: a comprehensive history; a comprehensive examination; and Medical decision making of high complexity.	5
93306	Echocardiography, transthoracic, real-time with image documentation (2D), includes M-mode recording, when performed, complete, with spectral Doppler echocardiography, and with color flow Doppler echocardiography.	5

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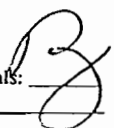
Vendor Initials: 

**4. Top 30 Non-Hospital Based CPT/HCPCS Codes Rendered to New Hampshire
 Department of Corrections Inmates in SFY 2009**

4.1. Table: Top 30 Non-Hospital Based CPT/HCPCS Codes Rendered New Hampshire
 Department of Corrections Inmates in SFY 2009

CPT Codes	Description	Total Non-Hospital Based Services Code for SFY 2009
99213	Office or other outpatient visit for the evaluation and management of an established patient, which requires at least 2 of these 3 key components: an expanded problem focused history; an expanded problem focused examination; Medical decision making of low complexity.	222
93010	Electrocardiogram, routine ECG with at least 12 leads; interpretation and report only.	182
99243	Office consultation for a new or established patient, which requires these 3 key components: a detailed history; a detailed examination; and Medical decision making of low complexity.	152
71010	Radiologic examination, chest; single view, frontal.	104
99214	Office or other outpatient visit for the evaluation and management of an established patient, which requires at least 2 of these 3 key components: a detailed history; a detailed examination; Medical decision making of moderate complexity.	77
71020	Radiologic examination, chest, 2 views, frontal and lateral.	70
99285	Emergency department visit for the evaluation and management of a patient, which requires these 3 key components within the constraints imposed by the urgency of the patient's clinical condition and/or mental status: a comprehensive history; a comprehensive examination; Medical decision making of high complexity.	66
A0427	Ambulance Service, Advanced Life Support, Emergency Transport, Level 1.	64
88305	Level IV - Surgical pathology, gross and microscopic examination.	62
70450	Computed tomography, head or brain; without contrast material	50
99283	Emergency department visit for the evaluation and management of a patient, which requires these 3 key components: an expanded problem focused history; an expanded problem focused examination; and Medical decision making of moderate complexity.	42
99284	Emergency department visit for the evaluation and management of a patient, which requires these 3 key components: a detailed history; a detailed examination; and Medical decision making of moderate complexity.	41
74160	Computed tomography, abdomen; with contrast material(s)	40
73130	Diagnostic Radiology minimum of 3 views	39
99232	Subsequent hospital care, per day, for the evaluation and management of a patient, which requires at least 2 of these 3 key components: an expanded problem focused interval history; an expanded problem focused examination; Medical decision making of moderate complexity.	35
00810	Anesthesia for lower intestinal Endoscopic procedures.	35

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Vendor Initials: 

4. Top 30 Non-Hospital Based CPT/HCPCS Codes Rendered to New Hampshire Department of Corrections Inmates in SFY 2009, Continued

4.1. Table: Top 30 Non-Hospital Based CPT/HCPCS Codes Rendered New Hampshire Department of Corrections Inmates in SFY 2009, Continued:

CPT Codes	Description	Total Non-Hospital Based Services by Code for SFY 2009
99244	Office consultation for a new or established patient, which requires these 3 key components: a comprehensive history; a comprehensive examination; and Medical decision making of moderate complexity.	34
A0429	Ambulance service, basic life support, emergency transport.	31
71260	Computerized tomography: thorax with contrast material.	28
99202	Office or other outpatient visit for the evaluation and management of a new patient, which requires these 3 key components: an expanded problem focused history: an expanded problem focused examination: Straightforward medical decision making.	28
93016	Physician Supervision only, without interpretation or report	27
G0202	Screening mammography, producing direct digital image, bilateral, all views	27
99242	Office consultation for a new or established patient, which requires these 3 key components: an expanded problem focused history: an expanded problem focused examination: and Straightforward medical decision making.	24
99212	Office or other outpatient visit for evaluation and management of an established patient, which requires at least 2 of these 3 components; a problem focused history; a problem focused examination; Straightforward medical decision making.	24
99215	Office or other outpatient visit for the evaluation and management of an established patient, which requires at least 2 of these 3 key components: A comprehensive history; a comprehensive examination; Medical decision making of high complexity.	22
76870	Ultrasound, scrotum and contents.	22
99254	Inpatient consultation for a new or established patient, which requires these 3 key components: a comprehensive history; a comprehensive examination; and Medical decision making of moderate complexity.	21
73610	Radiography: Pelvic Region and Thigh complete, minimum 3 views.	20
73030	Radiography: Shoulder and Upper Arm complete, minimum of 2 views.	19

5. Special Notes:

- 5.1. These data sets are limited by Volume and only represent the highest of Volumes associated with our medical invoice processing and data provided on invoices received in the SFY 2009.
- 5.2. NH Department of Corrections acknowledges that the data sets are limited based on our ability to track and trend data outside of claims software and utilization software. The NH Department of Corrections figures will vary from Population, Transportation, Hospital and Non-Hospital Based service codes presented in this section of the RFP as needs arise.

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Vendor Initials: 

Androscoggin Valley Hospital
Exhibit A – Scope of Services

1.1 Inpatient Hospital Services:

1.1.1 As a Critical Access Hospital (CAH), Medicare pays Androscoggin Valley Hospital (AVH) at a calculated cost amount for inpatient services using an interim per diem rate which is settled to the cost amount at a later date. Based on the request for a DRG rate methodology, AVH has translated its Medicare per diem rate into a DRG as requested by the Department of Corrections (DOC). AVH would be willing to accept either methodology (Per Diem or DRG) according to the needs of the DOC.

1.1.2 Per Senate Bill 185, and the amended RSA 623-C:2, hospitals are required to accept fees that are not greater than one hundred ten percent (110%) of the Medicare allowable rate. As a CAH, Medicare does not pay AVH based on a DRG rate. As stated above, AVH has calculated a Per Diem rate and a DRG rate that reflects our understanding of the intent of the legislation, to reimburse not higher than 110% of the applicable Medicare fee. Because of the CAH status, this calculation needed to be performed since AVH is paid by Medicare differently than a typical acute care community hospital

Based on our understanding of Senate Bill 185 and the amended RSA 623-C:2, the DOC should pay AVH 110% of our current Medicare per diem inpatient rate. As a CAH, AVH's interim Medicare payment rate normally lags behind our actual cost, therefore adding 10% (as allowed in the statute) to our interim rate only reflects our current cost. Based on our Medicare rate letter dated March 1, 2010, AVH's inpatient per diem rate is currently \$2,593.41, and at 110% the amount is \$2,852.75. Our proposal is that the Department of Corrections pay us based on the \$2,852.75 per diem amount for year one. This amount will be updated every year based on the most current Medicare interim rate letter (see Section 1.4 Rate Adjustments for more information).

If, the DOC requests a DRG rate mechanism, AVH has determined that the appropriate standard DRG rate for AVH is \$8,733.35 for year one. Since the DOC seeks such a method, AVH proposes a year 2 increase to this calculated DRG rate of 5%. AVH would expect a 5% increase each year that the contract is extended (see Section 1.4 Rate Adjustments for more information).

In order to calculate the DRG rate, AVH based its calculation on the following:

- Using FY 2009 Hospital inpatient records and the published Medicare DRG weights we determined that the total Department of Corrections DRG relative weight was 35.6052 for 109 inpatient days.
- Dividing the 35.6052 by the 109 days results in a DRG relative weight of 0.32665 per day.
- Dividing the \$2,852.75 interim per diem rate by the DRG relative weigh per day of 0.32665 equals a standard DRG rate of \$8,733.35.

**Androscoggin Valley Hospital
Exhibit A – Scope of Services**

- 1.1.3 Both the per diem rate methodology and the calculated DRG payment rate above meet the guidelines of RSA 623-C:2 and are within 110% of Medicare at AVH. AVH is happy to work with the DOC on either method of payment. These rates are well below the rate levels paid by commercial third party payers.

1.2 Emergency Room Services:

- ✓ 1.2.1 As a CAH, Medicare pays AVH an interim rate using a “percentage of charge” methodology that is consistent with the cost of providing outpatient services at AVH. This “discount” from AVH billed charges is determined in a similar manner as the inpatient per diem rate and again is updated at least every year.

Based on interpretation of Senate Bill 185, and the amended RSA 623-C:2, the DOC can pay AVH 110% of the current Medicare percentage of charge rate. As noted in the inpatient section, the percentage of charge rate normally lags behind actual cost so increasing the percentage of charge by 10% only reflects AVH current costs. Based on the AVH Medicare rate letter dated March 1, 2010, AVH’s percentage of charge is currently 39%, and at 110% the rate is 43% of billed charges. AVH requests that the DOC reimburse at **43% of billed charge** for year one. Each year beginning January 1, AVH reviews its billed charge structure and along with approval by the Board of Trustees makes changes to its charge master. Like most payer agreements, AVH requests that the payer accept changes up to 5% for each annual adjustment. Any changes to the charge structure that exceed 5%, will require a corresponding “offset” to the discount provided to assure that the DOC will not see more than a 5% increase annually.

- ✓ 1.2.2 The AVH proposed rate is based on cost that is at least one year outdated. AVH can not contract for reimbursement levels that are less than the cost to provide services. AVH will strive to leave the percentage of charge reimbursement at 43%, consistent with its strategy for all other major commercial payers. Most major commercial payers reimburse AVH for Emergency Services at a percentage of charge that is substantially higher than 43%. Additionally, the rate level proposed meets the standard to be within 110% of the Medicare rate at AVH.

1.3 Outpatient Services:

- 1.3.1 Same as Section 1.2.1. Because of the CAH status, outpatient services are not reimbursed under Medicare fee schedules similar to typical acute care community hospitals. For AVH, it would be difficult and operationally cumbersome to convert to fee schedules. However, to be consistent with the AVH cost to charge ratio, and consistent with the reimbursement for Emergency Services outlined above, AVH proposes the DOC reimburse at **43% of billed charge** for all outpatient services.

1.3.1.1 Same as Section 1.2.2.

- ✓ 1.3.2 As noted in 1.3.1 all outpatient services will be paid based on **43% of billed charge**.

Androscoggin Valley Hospital
Exhibit A – Scope of Services

1.3.2.1 Same as Section 1.2.2

1.4 Rate Adjustments:

1.4.1 AVH expects to receive an annual adjustment to the rates. As noted in Section 1.1.2 the per diem rate method for inpatient services will be adjusted annually on July 1 of each year based on the most current AVH Medicare Interim Rate Letter, and AVH will provide a copy of the letter to the DOC. However, if the DOC prefers to use a DRG rate, AVH expects to receive a 5% increase each year consistent with what is typical for other major commercial payer agreements. Given the history at AVH in adjustments to our Medicare rates, it is anticipated that either arrangement will still meet the requirements of RSA 623 – C:2.

In Section 1.2.1 (and also applicable to section 1.3.1) AVH proposes that rate adjustments will be based on the annual review of the AVH charge master. Such changes occur on January 1 of each year. AVH proposes a similar mechanism to commercial payer agreements that allow an increase to billed charges of up to 5% each year without an offsetting percentage of charge decrease. If the AVH Board of Trustees approves a charge master change that exceeds 5%, a corresponding change to the discount will be provided so that DOC expenses do not exceed the 5% cap.

1.4.2 Typically AVH adjusts rates as of January 1 of each year. AVH will provide the DOC with written notice 30 days prior to any rate adjustments.

1.5 Hospital Claim Processing:

✓ 1.5.1 If the DOC elects the per diem rate for inpatient services and the proposed percentage of charge for all outpatient services the claims payment process is very simple. Under the per diem method, regardless of the services provided to an inpatient the DOC will reimburse AVH \$2,852.75 per day for inpatient services and for all outpatient services the amount owed by the DOC will be 43% of the billed charge. Despite the simplicity of the payment calculation, AVH will provide the DOC with a cover sheet that includes the expected reimbursement amounts and recognizes that the DOC may seek to audit such payment requests at a later date

Alternatively, if the DOC prefers to use a DRG rate the payment will not be based on the number of days, but on the total episode. The payment will be based on the DRG relative weight and AVH will again provide this in a coversheet to the claim form explaining the expected reimbursement.

1.5.2 AVH understands and recognizes the DOC's right to audit any claims from this process. Please note that AVH will agree to any audit of the rate calculation itself, but does not agree to audit of medical necessity for the basis of payment. AVH and its clinical staff will work with the DOC on any services provided to inmates, but will not agree to retrospective reviews of medical necessity for the basis of payment.

**Androscoggin Valley Hospital
Exhibit A – Scope of Services**

1.6 Physician Services:

1.6.1.1 A listing of employed physicians and associated specialty is attached.

1.6.1.2 Reimbursement will be set at 160% of the 2009 Medicare Fee Schedule, New Hampshire GPCI adjusted. AVH will agree to this rate through the two year period. However, AVH expects an adjustment equivalent to the current BMCPI for any extensions beyond the two year initial contract term.

1.6.1.3 The reimbursement noted in 1.6.1.2 is a significant discount off of the AVH billed charge and it is also less than the amount paid to AVH by our major commercial insurance payers. Additionally, as a CAH, AVH is paid by Medicare the cost for the technical component of the physician service and separately paid based on the Medicare Fee Schedule for the professional component of the service. Given the difficulty associated with this “split bill” concept used for Medicare claims, AVH believes applying a straight Medicare fee schedule for the professional service is appropriate. This method meets the payment methodology standard of the RFP as requested in this section.

1.6.2 AVH employs most of the physicians that will be required for services to DOC inmates. However, if an inmate requires a professional service from a non-employed physician in the AVH community, AVH will assist the DOC in reaching out to such physician to obtain a discount for services. If the DOC prefers, AVH will work with the DOC staff to transfer the patient to a different community for such specialty service.

1.7 Physician Services Claims Processing:

AVH will invoice for professional services on an industry standard CMS 1500 form at its billed charge rate. AVH understands that the DOC will calculate the payment rate for professional services according to the terms outlined in section 1.6.1.2. AVH will accept this payment as payment in full.

1.8 Other Considerations:

AVH is willing to consider the provision of on-campus services.

The Vendor proposes to provide Inpatient and Outpatient Hospital/Medical Services for New Hampshire Department of Corrections (Department) inmates in conformance with all terms and conditions of this RFP.

The pricing information quoted by the Vendor in Exhibit B represents the total price for providing all services, materials and supplies according to the provisions and requirements specified in the RFP, which shall remain in effect until the Contract completion date as listed on the State Contract form P-37, version 1/09, section 1.7 - Completion Date.



5.20.10

AUTHORIZED SIGNATURE

DATE

Russell G. Keene, Chief Executive Officer

NAME AND TITLE OF SIGNOR (Please Type)


THE VENDOR ASSUMES ALL RISKS THAT ACTUAL FUTURE FIGURES MAY VARY DUE TO INCREASES IN INMATE POPULATION.

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

If the NH Department of Corrections determines it is in the best interest of the State, it may seek a "BEST AND FINAL OFFER" which shall provide the NH Department of Corrections the opportunity to modify volume indicators, if applicable, identified in Exhibit B, of the RFP. Such request of the New Hampshire Department of Corrections would provide the Vendor(s) the opportunity to amend or change its original proposal(s) to make it more acceptable to the State. The NH Department of Corrections reserves the right to exercise this option.

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

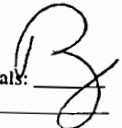
Financial commitment by the NH Department of Corrections shall not occur until such time as the Governor and the Executive Council of the State of New Hampshire approve a Contract.

Vendor Initials: 

1. Method of Payment:


- 1.1. Invoices shall be sent to the NH Department of Corrections, Financial Services, P.O. Box 1806, Concord, NH 03302-1806.
- 1.3. The NH Department of Corrections may make adjustments to the payment amount identified on a Vendor's invoice per RSA 623-C:2. The NH Department of Corrections shall suspend payment to an invoice if an invoice is not submitted in accordance with the instructions established by the NH Department of Corrections.
- 1.4. 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 using industry standard forms (CMS 1500 and UB-40) and contain the following identifying information:
 - 1.4.1. invoice date and number;
 - 1.4.2. facility name and associated Contractor account number (if applicable) representing facility name;
 - 1.4.3. inmate name, inmate identification (ID) number, date of birth (DOB), date of service (DOS) and all other applicable fields per the industry standard form;
 - 1.4.4. itemized service/product total charge per service/product type;
 - 1.4.5. NH Department of Corrections prefers the Vendor to provide the associated adjustments per RSA 623-C:2 on claims submitted.
- 1.5. 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.

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Vendor Initials: 

1. This Contract may be renewed for an additional period of up to two (2) years, with mutual agreement of the parties and upon approval by the Governor and Executive Council of the State of New Hampshire.
2. Amend the Insurance provision in section 14.1.1 of the original P-37 contract by deleting "\$2,000,000.00" per occurrence and inserting in its place "\$1,000,000.00" per occurrence.
3. Modify the Insurance provision in section 14 of the original P-37 by inserting "14.4 Androscoggin Valley Hospital, Inc. agrees to maintain excess liability coverage for the term of this contract, and for any renewal thereof, for no less than the current limits of \$10,000,000.00 for each occurrence and \$10,000,000.00 in the aggregate."

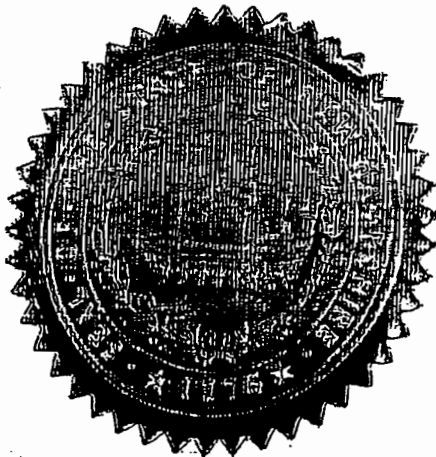
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Vendor Initials: 

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that ANDROSCOGGIN VALLEY HOSPITAL, INC. is a New Hampshire nonprofit corporation formed November 28, 1969. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 7th day of April, A.D. 2010

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY/VOTE
(Corporation without Seal)

I, Monique Therriault, do hereby certify that:
(Name of Clerk of the Corporation, can not be the one who signed the contract)

1. I am a duly elected Clerk of Androscoggin Valley Hospital, Inc.
(The Corporation)
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on March 25, 2010.
(Date given authority)

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Corrections, for the provision of Inpatient and Outpatient Hospital/Medical Services.

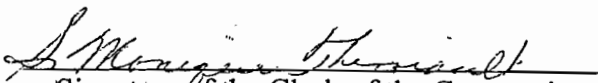
RESOLVED: That the Chief Executive Officer
(Title of one who signed the contract)

is hereby authorized on behalf of this Corporation to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of May 20, 2010.
(Today's date)

4. Russell G. Keene is the duly elected Chief Executive Officer
(Name of one who signed contract) (Title of one who signed the contract)

of the Corporation.

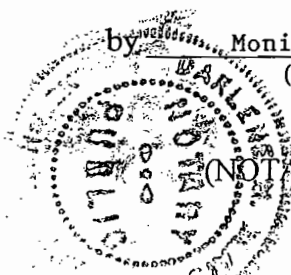

Signature of the Clerk of the Corporation

STATE OF NEW HAMPSHIRE

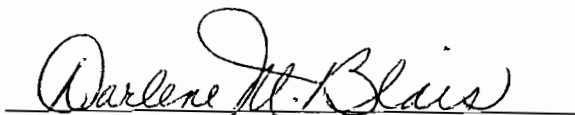
County of Coos

The foregoing instrument was acknowledged before me this 20th day of May, 2010,
(day) (month) (yr)

by Monique Therriault
(Name of person signing above)



(NOTARY SEAL)


Notary Public / Justice of the Peace

Commission Expires: October 11, 2011

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/01/2010

PRODUCER
William Gallagher Associates
470 Atlantic Avenue
Boston, MA 02210

INSURED
Androscoggin Valley Hospital
NorthCare, Inc.
59 Page Hill Road
Berlin, NH 03570

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	ProSelect Insurance Company	
INSURER B:	Allied World Assurance Company	19489
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	21210FPL2	09/29/2010	09/29/2011	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$50,000
						MED EXP (Any one person)	\$5,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$3,000,000
						PRODUCTS - COMP/OP AGG	\$1,000,000
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$
		<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
B		EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10000	03059792	09/29/2010	09/29/2011	EACH OCCURRENCE	\$5,000,000
						AGGREGATE	\$5,000,000
							\$
							\$
							\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS	OTH-ER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
A		OTHER Hospital Professional & Physicians Liab	21210FPL2	09/29/2010	09/29/2011	\$1,000,000 Each Claim	\$3,000,000 Aggregate
						Claims Made Coverage	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Evidence of Current Liability Insurance Coverage for the Insured.

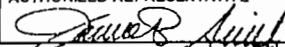
CERTIFICATE HOLDER

NH Department of Corrections
105 Pleasant St.
Concord, NH 03302

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/30/2010

PRODUCER
Davis Towle Morrill & Everett
115 Airport Road
P O Box 1260
Concord, NH 03302-1260

INSURED
Androscoggin Valley Hospital, Inc.
59 Page Hill Road
Berlin, NH 03570-3531

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

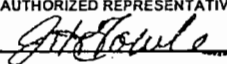
INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	MEMIC Indemnity Company	
INSURER B:	Hanover Insurance	
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES

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

INSR LTR	ADDL INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE	\$
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
						MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$
						GENERAL AGGREGATE	\$
						PRODUCTS - COM/POP AGG	\$
B		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	AWV410882801	10/01/10	10/01/11	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	3102800493	10/01/10	10/01/11	WC STATU-TORY LIMITS	OTH-ER
						E.L. EACH ACCIDENT	\$500,000
						E.L. DISEASE - EA EMPLOYEE	\$500,000
						E.L. DISEASE - POLICY LIMIT	\$500,000
		OTHER					

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

CERTIFICATE HOLDER	CANCELLATION 10 Days for Non-Payment
State of New Hampshire Dept of Corrections P.O. Box 1806 Concord, NH 03302	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 



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

**P.O. BOX 1806
CONCORD, NH 03302-1806
603-271-5610 FAX: 603-271-0414
TDD Access: 1-800-735-2964**

**William L. Wrenn
Commissioner**

**Bob Mullen
Director**

Addendum # 1

Addendum to RFP NHDOC 10-08-GFMED

Northern Area: Northern Correctional Facility (NCF)
Concord Area: NH State Prison for Men (NHSP-M) and Secure Psychiatric Unit (SPU)
Southern Area: NH State Prison for Women (NHSP-W)
Terms and Conditions, Section Eight (8) Proposal /Format Submissions, 8.2

Delete: In addition, submit two (2) photocopies and one (1) CD (MS Word, MS Excel format only) of the proposals.

Add: In addition, submit two (2) photocopies and one (1) CD of the proposals.



Androscoggin Valley
HOSPITAL

59 Page Hill Road • Berlin, NH 03570-3542 • 603-752-2200 • Fax 603-752-2376 • TDD 603-326-5800 • www.avhnh.org

Request for Proposal Title: Inpatient and Outpatient Hospital/Medical Services

Request for Proposal No.: NHDOC (10-08 GFMED)

Vendor Name: Androscoggin Valley Hospital
59 Page Hill Road
Berlin, NH 03570
603-752-2200

Androscoggin Valley Hospital is responding to a request by the NHDOC to provide clarification as to the “Best and Final Offer” and the “Best and Final Language.”

Androscoggin Valley Hospital hereby notifies NHDOC that our original “offer” and “language” as per our April 2, 2010 submittal stands.



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF PROGRAM SUPPORT

EFFECTIVE DATE 4/1/2010
EXPIRATION 3/31/2011

LICENSE NO: 00050 IS ISSUED TO ANDROSCOGGIN VALLEY HOSPITAL TRUSTEES
DBA ANDROSCOGGIN VALLEY HOSPITAL

TOTAL BED
COUNT: 25

LOCATED AT 59 PAGE HILL RD BERLIN

NH THIS FACILITY HAS COMPLIED WITH RSA 151 AND THE RULES
PROMULGATED THEREUNDER FOR LICENSURE AS THE
FOLLOWING:

TYPE
GENERAL HOSPITAL

ADMINISTRATOR
RUSSELL KEENE

MEDICAL DIRECTOR
KEITH M SHUTE MD

LAB DIRECTOR

BED TYPE CMB
BED 25

Comments: ANNUAL CERTIFICATE
EFFECTIVE 1/1/05 AVH IS CERTIFIED AS A C A H IT HAS 25 ACUTE CARE BEDS AND 10 PSYCHIATRIC BEDS.
AVH HAS A CON FOR 92.

Waiver:

POST ON LOWER PORTION OF LICENSE

Senior Division Director