



State of New Hampshire

DEPARTMENT OF SAFETY OFFICE OF THE COMMISSIONER 33 HAZEN DR. CONCORD, N.H. 03305 603-271-2791

ROBERT L. QUINN
COMMISSIONER OF SAFETY

May 9, 2019

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

Requested Action

Authorize the Department of Safety, Division of State Police, to enter into a contract with Occupational Health Centers of the Southwest P.A., d/b/a/ Concentra Medical Centers (VC #177829-R001), 5080 Spectrum Drive, Suite 1200, Addison, TX 75001, in an amount not to exceed \$24,750.00, for the provision of pre-employment physical exams and drug screens of law enforcement candidates. This contract will become effective upon Governor and Council approval through June 30, 2022 with an option to extend for one (1) two (2) year period at the sole decision of the State. Funding source: 40% Revolving (Watercraft Safety), 26.61% General, 14.72% Turnpike, 12% Highway, 6.67% Agency Income.

Funds are anticipated to be available in the SFY2020/2021 operating budget and contingent upon availability and continued appropriations in SFY2022 with authority to adjust between fiscal years through the Budget Office if needed and justified.

02-23-23-234015-4003 Dept. of Safety – Division of State Police – Traffic Bure 020-500271 Current Expenses – Other Medical Services	SFY2020 \$4,400.00	<u>SFY2021</u> \$4,400.00	<u>SFY2022</u> \$4,400.00
02-23-23-234010-4215 Dept. of Safety – Division of State Police – NHH Secur 020-500271 Current Expenses – Other Medical Services	550.00	550.00	550.00
02-23-23-234010-5001 Dept. of Safety – Division of State Police – Watercraft 020-500271 Current Expenses – Other Medical Services	3,300.00	3,300.00	3,300.00
	\$8,250.00	\$8,250.00 TOTAL	\$8,250.00 \$24,750.00

Explanation

This contract will provide pre-employment physical exams and drug screens for State Police Probationary Trooper, Marine Patrol Officer and State Office Complex Police candidates, as required for all applicants by New Hampshire Police Standards Training Council's Recommended Guidelines for Recruit Academy Medical Examination.

The Division of State Police released a Request for Proposal (RFP DOS 2019-12). The RFP was advertised on the Purchase & Property website from April 10, 2019 through April 26, 2019, as well as sent out to two (2) vendors who have the capability to perform this service. Occupational Health Centers of the Southwest P.A., d/b/a/ Concentra Medical Centers submitted the sole bid.

Respectfully submitted,

Robert L. Quinn

Commissioner of Safety

RFP # RFP DOS 2019-12	SERVICES	S BID: State Police Pre-I	Employment Physical Ex	ams & Drug Screens		
DATE POSTED: 4/10/19	DATE CLOSED: 4/26/19					
		RFP S	CORING SUMMARY			
RFP CRITERIA	MAX# OF PTS:	VENDOR NAME CONCENTRA	VENDOR NAME	VENDOR NAME	VENDOR NAME	VENDOR NAME*
Vendor Experience / References	20	18.4				Ī
2. Turnaround Time	20	18.2				
3. Service Location	20	20				
4. Price	40	39.6				
5.		~				
TOTAL POINTS	100	96.2				

DEFINITIONS OF EACH SCORING CRITERIA

- 1. Vendor Experience/References: Years of experience and type similarity of current customers.
- 2. Turnaround Time: Ability to conduct assessment and report outcomes back to the Division.
- 3. Service Location: Proximity to State Police Headquarters and to location of provider of Psychological Evaluation service provider.
- 4. Cost: Total cost of evaluating and reporting, conclusively, on the fitness of candidates for hire.

5.

EVALUATION COMMITTEE MEMBERS AND QUALIFICATIONS				
NAME AND POSITION TITLE OF EVAL	UATOR EVALUATOR'S QUALIFICATIONS			
Lt. Brendan Davey	Commander of the New Hampshire State Police Recruitment and Training Unit, overseeing the entire process of vetting candidates for hire, for their certification at the NH Police Academy, and for their first year of training in Field Training and Evaluation.			
Ms. Patricia Meyer	Training Coordinator and former Executive Secretary for the Recruitment and Training Unit, handling all scheduling, report tracking, billing, and administrative paperwork related to vetting, hiring, and training all candidates for NH State Trooper positions.			
Ms. Stephanie Colcord	Staff Development and Training Specialist for the Marine Patrol Bureau of the New Hampshire State Police, responsible for the administrative handling and vetting of all candidates for Marine Patrol Officer positions.			
Sgt. Gregory Bisson	Supervisor within the State Office Police Complex Police Force, who assists with the execution of all administrative and vetting procedures for the hiring of candidates for positions within the State Office Complex Police Force.			
TFC Seth Gahr	Peer Support Unit Commander for the New Hampshire State Police, offering triage and coordination of services for all members of the Division affected by and critical incident stress, PTSD, and personal issues requiring assistance and treatment of any kind.			

^{*} If more than 5 vendors are being scored, if more than 5 criteria are being used, or if evaluation consists of more than one phrase, please contact Doris Becker at the Dept. of Safety Business Office (223-8008) for an expanded bid summary form.

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.						
1.1 State Agency Name		1.2 State Agency Address				
Dept. of Safety, Div. of State Po	olice	33 Hazen Drive, Concord, NH 03305				
1.3 Contractor Name	``	1.4 Contractor Address				
Occupational Health Centers		PO Box 20127				
d/b/a Concentra Medical Ce		Cranston, RI 02920				
1.5 Contractor Phone	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation			
Number	AU 4003,4215,5001	June 30, 2022	\$24,750.00			
800-232-3550	A . A	1 10 State Agency Tolombon				
1.9 Contracting Officer for Sto	re Agency	1.10 State Agency Telephone	e Number			
Kevin E. Connor	•	603-223-4300				
1.11 Conficielor Maneture	·	1.12 Name and Title of Contr	ractor Signatory			
1.11 Solition deliterate		Robert G. Hassett, DO, MPH	actor signatory			
1 am		President, Treasurer and Corp	porate Secretary			
		, resident, reasonal and each	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			
1.13 (Acknowledgement: Sta	te of TOVO 8 , County of	Dalas				
l l l	letes	Due				
On COLUMIA, before	e the undersigned officer, perso	nally appeared the person ide	ntified in block 1.12, or			
	person whose name is signed in					
document in the expacity ind	icated in block 1.12.					
1.13 J Sign Control On Colony Pul	Slic or TUSTICE OF HIPE Peace					
The state of the s	NDY A GIBBONS	_				
8 cul Commission Expires						
1.13.2 Name and the of Notary or Justice of the Peace						
1						
111 0111 1111		1 1 5 Name and Title of Chat	A gamay Signatory			
1.14 State Agency Signature	, ,	1.15 Name and Title of State Steven R. Lavoie, Director of				
1 hours	Date: 6/25/19	STEVEN R. LAVOIE, DIRECTOR C	or ADMINISTRATION			
1 14 Approved by the N.H. Do	partment of Administration, Divi	sion of Personnel (if applicable)			
1.16 Apploval by life 14.H. De	parimetri or Aartiinisiranen, bivi		<i>'</i>			
By:	·	Director, On:	•			
57.	_					
1.17 Approval by the Attorne	y General (Form, Substance and	d Execution) (if applicable)				
	1	41-1				
Ву:	4.	On: 7/8/19				
100	<u> </u>	- / - / - /				
1.18 Approval by the Govern	or and Executive Council (if ap	plicable)				
_	_					
Ву:	On:					

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

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

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination. 6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (4) 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.

Contractor Initials

Date | Iuli

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

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

- 9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
- 9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
- 9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

- 10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.
- 11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.
- 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.
- 13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

Page 3 of 6

- 14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
- 14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and
- 14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
- 14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Contractor Initials
Date

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

- 15.1 By signing this agreement, the Contractor agrees. certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation"). 15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement, Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.
- 16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.
- 17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

- 18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.
- 19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.
- **20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
- 21. **HEADINGS**. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.
- **22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.
- 23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.
- **24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

EXHIBIT A SCOPE OF SERVICES

Occupational Health Centers of the Southwest, P.A. d/b/a Concentra Medical Centers (Contractor) of Concord, NH is being contracted by the Department of Safety, Division of State Police to provide pre-employment physical examinations and drug screens of law enforcement candidates that certify for full-time State Police Probationary Troopers, State Office Complex Police Force, as well as full-time and part-time Marine Patrol Officers.

Physical Examinations:

Each candidate shall meet the requirements as required by New Hampshire Police Standards and Training Council's Recommended Guidelines for Recruit Academy Medical Examinations [Pol 301.04 and Report of Medical History Form "D" (Current Version)].

Drug Screens:

Each candidate shall be required to take a 5-panel drug screen test, which consists of the following:

Test Quest 45105N

- SAP (Substance Abuse Panel) 5-5D + MDMA/6AM/T
 - o Marijuana
 - o Opiates
 - o Amphetamines
 - o PCP
 - o Cocaine
 - o Ecstasy
 - o Acetyl/Morphine
- T Conformation Test
 - o Provides Validity of Sample

Evaluation Turnaround Time:

The Contractor shall post the results on the Concentra Employer Portal within two (2) business days after the candidate's physical exam and drug screen. If the candidate(s) requires additional medical evaluation or is asked to provide further documentation, turnaround time will be dependent upon how quickly the candidate(s) is able to furnish the required medical information back to the Contractor. Once the Contractor receives the additional documentation, it will be reviewed and a determination will be made within 24 hours. The State Agency will be made aware, via the portal, of the pending status.

Page 5 of 6

Contractor Initials

Date 6/14/10

The contract will become effective upon Governor and Council approval through June 30, 2022 and may be extended for one (1) two (2) year term.

The State Agency shall have the right to terminate the contract at any time by giving the Contractor a thirty (30) day written notice.

EXHIBIT B PRICING AND PAYMENT TERMS

The Contractor shall invoice the State of New Hampshire, Division of State Police separately for physical examinations and drug screens for each individual during the contract period at the following rates:

Rate schedule for SFY2020 through SFY2022

\$60.00 - per Physical exam \$50.00 - per 5-Panel Drug exam \$110.00 - per Complete exam

The Contractor further agrees not to exceed the contract total of \$24,750.00. The Department of Safety agrees to make payment of such invoices within thirty (30) days of receipt of the invoice and the State Agency's approval and acceptance.

EXHIBIT C SPECIAL PROVISIONS

There are no special provisions.

Contractor Initials

Date(1419)

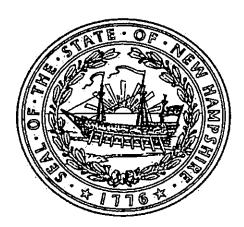
State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that OCCUPATIONAL HEALTH CENTERS OF THE SOUTHWEST, P.A. is a Texas Professional Profit Corporation registered to transact business in New Hampshire on August 12, 2005. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 542307

Certificate Number: 0004495568



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 12th day of April A.D. 2019.

William M. Gardner

Secretary of State

OCCUPATIONAL HEALTH CENTERS OF THE SOUTHWEST, P.A.

CERTIFICATE OF AUTHORITY

Effective as of June 14, 2019

The undersigned, being the sole duly elected, qualified and acting member of the Board of Directors of Occupational Health Centers of the Southwest, P.A. d/b/a Concentra Medical Centers ("Concentra"), hereby certifies to the State of New Hampshire, Department of Safety, Division of State Police ("NHSP"), as follows:

The Board of Directors of Concentra has authorized the Agreement between Concentra and NHSP dated of even date herewith (the "Agreement") and all actions and transactions contemplated thereby. Furthermore, Dr. Robert G. Hassett, DO in his capacity as President, Treasurer and Corporate Secretary of Concentra is authorized to execute, on behalf of Concentra, the Agreement, and any other document or instrument relating thereto.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Authority as of the date first written above.

Robert G. Hassett, DO, MPH - Sole Member of the Concentra Board of Directors

ND A GIBBONS Commission Expires 13, 2019 Septembe

2(137301)5



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/31/2019

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

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

PRODUCER	CONTACT NAME: Concentra Unit			
The Graham Company The Graham Building 1 Penn Square West Philadelphia PA 19102-		, No): 215-405-2694		
	ADDRESS: Concentra_Unit@grahamco.com			
	INSURER(S) AFFORDING COVERAGE	NAJC#		
	INSURER A: Columbia Casualty Company	31127		
CONCGRO-01 Occupational Health Centers of The Southwest PA c/o Select Medical Corporation 4716 Old Gettysburg Rd. Mechanicsburg PA 17055	INSURER B: American Guarantee & Liability Ins. Co.	26247		
	INSURER C: Liberty Mutual Fire Ins. Co.	23035		
	INSURER D: Allied World Assurance Company, LTD			
	INSURER E : Liberty Insurance Corporation	42404		
	INSURER F: Liberty Mutual Insurance Group	23043		

COVERAGES CERTIFICATÉ NUMBER: 49862837 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.

SR TR	TYPE OF INSURANCE	ADDL INSD	SUBR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	8
^	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR	Y		HAZ 4032244581-3	6/1/2018	10/1/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000 \$ 500,000
							MED EXP (Any one person)	<u>s</u>
- (X s1M Claim/\$3M Ag						PERSONAL & ADV INJURY	\$ 1,000,000
Į	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 3,000,000
ļ	POLICY PRO- LOC				 		PRODUCTS - COMPIOP AGG	\$ 3,000,000
ļ	OTHER:							\$
=	AUTOMOBILE LIABILITY	Y		AS2-631-510199-039	6/1/2019	10/1/2019	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	\$
	OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	HIRED NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
								\$
`	X UMBRELLA LIAB X OCCUR	Y		HMC 4032235752-3	6/1/2018	10/1/2019	EACH OCCURRENCE	\$ 10,000,000
Į	EXCESS LIAB CLAIMS-MADE		li				AGGREGATE	\$ 10,000,000
- [DED X RETENTION \$ 2 000 000					i		\$
	WORKERS COMPENSATION			WA7-63D-510199-019 WC5-631-510199-029	6/1/2019 6/1/2019	10/1/2019 10/1/2019	X PER OTH-	
	ANYPROPRIETOR/PARTNER/EXECUTIVE	N/A		¥4C3-031-310193-029	6/1/2019	10/1/2018	E.L. EACH ACCIDENT	\$ 1,000,000
	OFFICER/MEMBER EXCLUDED? [Mandatory in NH]						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
B D	Property Excess Liability			ZMD0119116-04 C023701-004	6/1/2019 6/1/2018	10/1/2020 10/1/2019	SEE BELOW \$10M Each Occurrence	\$10M Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

UMBRELLA LIABILITY COVERAGE includes Excess General Liability on an Occurrence Basis and Excess Professional Liability on a Claims Made Basis.

Both Coverages are excess of a \$2,000,000 Self-Insured Retention each Occurrence/Claim subject to a \$10,000,000 Aggregate.

PROFESSIONAL LIABILITY COVERAGE includes Case Management Services including the rendering of case management or utilization review performed by insured for others.

INDIANA PHYSICIAN PROFESSIONAL LIABILITY COVERAGE - Continental Casualty Company - Policy #HAZ 4032244595-4; Effective 6/1/2019-10/1/2019 - \$400,000 Each Medical Incident/\$1,200,000 Aggregate Per Insured or Surgeon See Attached...

CERTIFICATE HOLDER	CANCELLATION		
State of New Hampshire - Department of Safety 33 Hazen Drive; Room 210 Bureau of Business and Project Administration Attn: Division of Police Concord NH 03305	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.		
	Lennett L Ewell		

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AGENCY CUSTOMER ID: C	CONCGRO-01	
LOC #:	•	



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY The Graham Company POLICY NUMBER		NAMED INSURED Occupational Health Centers of The Southwest PA c/o Select Medical Corporation		
		4716 Old Gettysburg Rd. Mechanicsburg PA 17055		
CARRIER	NAIC CODE			
		EFFECTIVE DATE:		
ADDITIONAL REMARKS				
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO	ACORD FORM,			

THIS ADDITIONAL	. REMARKS	FORM IS A SCHEDULE TO ACORD FORM,	
FORM NUMBER:	25	FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE	

- KANSAS PHYSICIAN PROFESSIONAL LIABILITY COVERAGE - Continental Casualty Company - Policy #HAZ 4032244600-4; Effective 6/1/2018-10/1/2019 \$200,000 Each Medical Incident/\$600,000 Aggregate Per Insured or Surgeon

LOUISIANA PHYSICIAN PROFESSIONAL LIABILITY COVERAGE - Columbia Casualty Company - Policy #HAZ 4032244614-4; Effective 6/1/2019-10/1/2019 -\$100,000 Each Medical Incident/\$300,000 Aggregate Per Insured or Surgeon

NEBRASKA PHYSICIAN PROFESSIONAL LIABILITY COVERAGE - Columbia Casualty Company - Policy #HAZ 4032244628-4; Effective 6/1/2019-10/1/2019 -\$200,000 Each Medical Incident/\$600,000 Aggregate Per Insured or Surgeon

PENNSYLVANIA PHYSICIAN PROFESSIONAL LIABILITY COVERAGE - Columbia Casualty Company - Policy #HAZ 4032244631-4; 6/1/2019-10/1/2019 -\$500,000 Each Medical Incident/\$1,500,000 Aggregate Per Insured or Surgeon

WISCONSIN PHYSICIAN PROFESSIONAL LIABILITY COVERAGE - Continental Casualty Company - Policy #HAZ 4032244659-4; 6/1/2019-10/1/2019 -\$1,000,000 Each Medical Incident/\$3,000,000 Aggregate Per Insured or Surgeon

PROPERTY COVERAGE: Risk of Physical Loss or Damage to Covered Property subject to policy terms and conditions.

WORKERS COMPENSATION - Occupational Health Centers of California, A Medical Corporation - Policy #WA5-63D-510199-049; Effective: 6/1/2019-10/1/2019

WORKERS COMPENSATION - Occupational Health Centers of Southwest, P.A. - Policy #WA7-63D-510199-059 and WC7-631-510199-069; Effective: 6/1/2019-10/1/2019

ADDITIONAL WORKERS COMPENSATION POLICIES:

OHC of Arkansas – Policy #WC7-631-510199-079; Effective: 6/1/2019-10/1/2019
OHC of Southwest (AZ/UT) – Policy #WC2-631-510199-119; Effective: 6/1/2019-10/1/2019
OHC of Delaware – Policy #WC2-631-510199-109; Effective: 6/1/2019-10/1/2019
OHC of Georgia/Hawaii – Policy #WC2-631-510199-179; Effective: 6/1/2019-10/1/2019
OHC of Illinoiis – Policy #WC2-631-510199-199; Effective: 6/1/2019-10/1/2019
OHC of Louisiana – Policy #WC2-631-510199-099; Effective: 6/1/2019-10/1/2019
OHC of Michigan – Policy #WC2-631-510199-189; Effective: 6/1/2019-10/1/2019
OHC of Nebraska – Policy #WC2-631-510199-149; Effective: 6/1/2019-10/1/2019
OHC of North Carolina – Policy #WC2-631-510199-139; Effective: 6/1/2019-10/1/2019
OHC of North Carolina – Policy #WC2-631-510199-129; Effective: 6/1/2019-10/1/2019
OHC of Southwest (KS) – Policy #WC2-631-510199-129; Effective: 6/1/2019-10/1/2019
Therapy Centers of Southwest I, PA (OR) – Policy #WC2-631-510199-168; Effective: 6/1/2019-10/1/2019
OHC of Minnesota – Policy # TBA; Effective: 6/1/2019-10/1/2019
OHC of Alaska - Policy # TBA; Effective: 6/1/2019-10/1/2019

CYBER LIABILITY - National Union Fire Insurance Company of Pittsburgh, PA - Policy #01-950-31-88; Effective 9/25/2018-2019 - Limit: \$10,000,000 Security and Privacy

EXCESS CYBER LIABILITY - Endurance American Insurance Company - Policy #PRX10009889402; Effective: 9/25/2018-2019 - Limit: \$10,000,000 Each Occurrence/Aggregate

Coverage is provided for all medical professionals currently or previously employed or contracted by the above Named Insured, but only for professional services performed for or on behalf of the above Named Insured.

RE: OHC SWPA/CMC HAS AN AGREEMENT UNDER # DOS 2019-12 TO PROVIDE MEDICAL SERVICES TO THE EMPLOYEES OF THE NAMED CLIENT.

The State of New Hampshire are additional insureds on the above General Liability, Auto Liability and Umbrella Liability Policies if required by written contract.

Coverage provided to the additional insureds shall apply on a Primary / Non-Contributory Basis on the above General Liability, Auto Liability, and Umbrella Liability policies if required by written contract.

Should any of the above described policies be cancelled before the expiration date thereof, The Graham Company will endeavor to mail 30 days written notice to the certificate holder, but failure to do so shall impose no obligation or liability of any kind upon The Graham Company, its agents or representatives.