

46
DM



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

July 29, 2013

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

Retroactive

REQUESTED ACTION

Authorize the New Hampshire Department of Corrections to enter into a **retroactive** contract with Symphony Diagnostic Services No. 1, Inc. d/b/a MobilexUSA (VC # 200975), 101 Rock Road, Horsham, PA 19044 in the amount of \$252,164.00 to provide On-Site X-Ray, Electrocardiography (ECG) & Holter Monitoring services for the NH Department of Corrections from August 4, 2013 through June 30, 2015 effective upon Governor and Executive Council approval with the option to renew for one (1) additional period of up to two (2) year(s). 100% General Funds

Funding for this contract is available in the following accounts with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office, if needed and justified.

Symphony Diagnostic Services No. 1, Inc. d/b/a MobilexUSA

Account	Description	SFY 2014	SFY 2015	Total
02-46-46-465010-8234-101-500729	Medical Dental - Northern Region	19,409.00	19,409.00	38,818.00
02-46-46-465010-8234-101-500729	Medical Dental - Southern Region	106,673.00	106,673.00	213,346.00
Subtotal by State Fiscal Year		126,082.00	126,082.00	252,164.00

Total Contract Amount:	\$252,164.00
------------------------	--------------

EXPLANATION

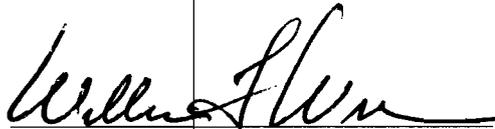
This contract is **retroactive** due to contract administrative delays due to high year end volume work load and due to delays of receiving the required contract documents from the vendor.

This contract is for the On-Site X-Ray, Electrocardiography & Holter Monitoring services for the Northern Correctional Facility, Berlin, NH and the Southern NH Correctional Facilities: NH State Prison for Men (NHSP-M) and Secure Psychiatric Unit (SPU), Concord, NH and the NH State Prison for Women (NHSP-W), Goffstown, NH.

The RFP was posted on the New Hampshire Department of Corrections website: <http://www.nh.gov.nhdoc/business/rfp.html> for seven (7) consecutive weeks. The New Hampshire Department of Corrections also notified three (3) potential vendors of the RFP posting. As a result of the issuance of the RFP, two (2) potential vendors responded by submitting their proposal. In accordance to the Terms and Conditions of the RFP, the New Hampshire Department of Corrections awarded the contract to the low bidder, in the amount of \$252,164.00, to Symphony Diagnostic Services No. 1, Inc. d/b/a MobilexUSA.

This RFP was scored utilizing a consensus methodology by a four (4) person evaluation committee for the purposes of preserving the privacy of the evaluators. The evaluation committee consisted of New Hampshire Department of Corrections employees: Helen Hanks, MM, Administrative Director, Division of Medical/Forensic Services, Kim MacKay, MS, Deputy Director, Division of Medical/Forensic Services, Joyce Leeka, RHIA, Medical Operations Administrator, Division of Medical/Forensic Services and Jennifer Lind, Contract/Grant Administrator, Administration.

Respectfully Submitted,



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

RFP Bid Evaluation and Summary
On-Site X-Ray, Electrocardiography (ECG) and Holter Monitoring Services
NHDOC 13-07-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. Total Estimated Cost – 50 points
 - b. Organizational Resources and Capability – 20 points
 - c. Program Structure/Plan of Operation – 15 points
 - d. Financial Stability – 10 points
 - d. Qualitative References – 5 points
- Awards will be made to the responsive Vendor(s) whose proposals are deemed to be the most advantageous to the State, taking into consideration all evaluation factors in section 34 of NHDOC 13-07-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 Total Estimated Cost, Organizational Resources and Capability, Program Structure/Plan of Operation, Financial Stability and Qualitative References are acceptable to the Department.

Evaluation Team Members:

- a. Helen Hanks, Director, Medical/Forensic Services, NH Department of Corrections
- b. Kim MacKay, Deputy Director, Medical/Forensic Services, NH Department of Corrections
- c. Joyce Leeka, Operations Administrator, Medical/Forensic Services, NH Department of Corrections
- d. Jennifer Lind, Contract/Grant Administrator, Administration, NH Department of Corrections

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



**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

**RFP Scoring Matrix
On-Site X-Ray & Electrocardiography (ECG) and Holter Monitoring Services
NHDOC 13-07-GFMED**

Respondents:

- Symphony Diagnostic Services, No.1 Inc. d/b/a MobilexUSA, 930 Ridgebrook Road, Sparks, MD 21152

Scoring Matrix Criteria:

- Proposals were evaluated based on the proven ability of the respondents to satisfy the provisions set forth in the Scope of Services in the most cost-effective manner.
 1. Total Estimated Cost – 50 points
 2. Organizational Resources and Capability – 20 points
 3. Program Structure/Plan of Operation – 15 points
 4. Financial Stability – 10 points
 5. Qualitative References – 5 points

NHDOC 13-07-GFMED RFP Scoring Matrix			
Evaluation Criteria	RFP Weight Point Value	Symphony Diagnostic Services, No.1 Inc. d/b/a MobilexUSA 930 Ridgebrook Road, Sparks, MD 21152	Concord Hospital 250 Pleasant Street, Concord, NH 03301
Total Estimated Cost	50	50	44
Organizational Resources and Capability	20	19	13
Program Structure/Plan of Operation	15	14	3
Financial Stability	10	5	10
Qualitative References	5	5	5
Total	100	93	75

Contract Award:

- Symphony Diagnostic Services, No.1 Inc. d/b/a MobilexUSA, 930 Ridgebrook Road, Sparks, MD 21152

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



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

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

**William L. Wrenn
Commissioner**

**Bob Mullen
Director**

**RFP Evaluation Committee Member Qualifications
On-Site X-Ray, Electrocardiology (ECG) and Holter Monitoring Services
NHDOC 13-07-GFMED**

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

Mrs. Hanks has served as the Director of the Medical & Forensic Services Division since 2011. 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 NH Department of Corrections. She has broad and specific knowledge of the correctional mental health system and behavioral health system, Laaman consent decree and Holliday Court Order, and the special needs of seriously mentally ill patients and inmates confined in the SPU, RTU and prison environments. Mrs. Hanks has a Bachelor of Science in Psychology from Plymouth State College with a Pre-Law minor and a Master of Management in Healthcare from Brandeis University.

Kim MacKay, Deputy Director, MS, Medical/Forensic Services:

Ms. MacKay has served as the Deputy Director of the Medical & Forensic Services Division since December 2012. Ms. MacKay's primary responsibility is to administer and supervise all treatment services for the Director of Medical & Forensic Services to include medical, behavioral and support services. Prior to Ms. MacKay's promotion to the Deputy Director position, she held the position of Administrator of Programs for the Department. Prior to her employment with the Department, Ms. MacKay held the position of Deputy Administrator at the Glenclyff Home for three years and Director of Social Services at the Speare Memorial Hospital for fourteen years. Ms. MacKay received her Bachelor's of Science in Behavioral Science from Granite State College and a Master's of Science in Community Psychology from Springfield College. Ms. MacKay's professional goal is to infuse the two work experience fields, social work and corrections, to build on a strengths-based perspective.

Joyce Leeka, RHIA, Medical Operations Administrator, Medical/Forensic Services:

Ms. Leeka has served as the HIM Administrator since 1989. Ms. Leeka currently researches and drafts RFP's for the division with guidance from her supervisors. She has broad and specific knowledge of the correctional mental health system, Laaman and Holliday consent decrees, and the special needs of seriously mentally ill patients and inmates confined in the SPU, RTU and prison environments.

Jennifer Lind, MBA, CMA, Contract and Grant Administrator, Administration:

Ms. Lind has served as the Contract and Grant Administrator since 2010. Ms. Lind is responsible for the development of the Department's request for proposals (RFPs), contracts and grants management. Ms. Lind's current responsibilities include all aspects of the RFP delivery from project management, data collection, drafting and cross function collaboration; procurement functions and management of the Department's medical,

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

programmatic and maintenance contracts and provides managerial oversight to the Grant Division for the Department. Prior to Ms. Lind's promotion to the Contract/Grant Administrator, she held the Program Specialist IV, Contract Specialist position and the Grant Program Coordinator position of the Department. Prior to her employment with the Department, Ms. Lind held the position of Assistant Grants Administrator at the Community College System of New Hampshire for ten years. Ms. Lind received her Bachelor's of Science in Accounting from Franklin Pierce College and a Master's of Management with a Healthcare Administration concentration from New England College. Ms. Lind has supplemented her education from prior experience in the pre-hospital care setting and has maintained her Certified Medical Assistant license since 1998.

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

*State of NH, Department of Corrections
Division of Medical and Forensic Services*

RFP 13-07-GFMED, closing date: 6/14/2013



**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

Bidders List

**On-Site X-Ray, Electrocardiology (ECG) and Holter Monitoring Services
NHDOC 13-07-GFMED**

Concord Hospital

250 Pleasant Street
Concord, NH 03301
Jay Mazurowski, Director of Radiology Services
603-225-2711, ext. 7279
jmazurow@crhc.org

Lackawanna Mobile X-ray, Inc.

1229 Monroe Ave
Dunmore, PA 18509
Paul Woelkers
570-346-5115
Paul.woelkers@lmxr.com

Symphony Diagnostic Services No.1, Inc.

d/b/a MobilexUSA
185 Witmer Road
Horsham, PA 19044
Ed Smith, VP
508-6331-3701
ed.smith@mobilexusa.com
Lorelei.schmidt@mobilexusa.com

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

*State of NH, Department of Corrections
Division of Medical and Forensic Services*

RFP 13-07-GFMED, closing date: 6/14/2013

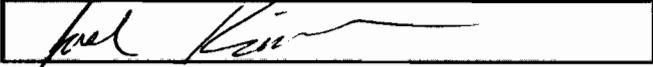
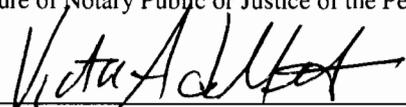
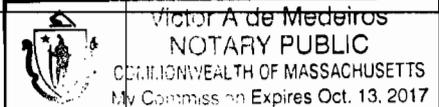
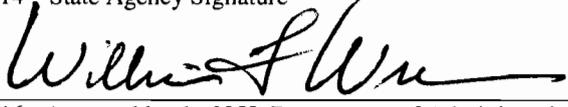
Subject: On-Site X-Ray, ECG & Holter Monitoring Services

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name <u>NH Department of Corrections</u>		1.2 State Agency Address <u>105 Pleasant Street, Concord, NH 03301</u>	
1.3 Contractor Name <u>Symphony Diagnostics Services No. 1 Inc d/b/a MobilExosa</u>		1.4 Contractor Address <u>930 Ridgewood Road Sparks MD 21152</u>	
1.5 Contractor Phone Number <u>508-923-6171</u>	1.6 Account Number <u>02-46-46-465010-8234 -101-500729</u>	1.7 Completion Date <u>June 30, 2015</u>	1.8 Price Limitation <u>\$252,164.00</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>Joel Kirchick, Vice President</u>	
1.13 Acknowledgement: State of <u>MA</u> , County of <u>Plymouth</u> On <u>July 19, 2013</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Victor A. de Medeiros</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: <u>Mike Brun</u> On: <u>8/1/13</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

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

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

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

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

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

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

Contractor Initials MC
Date 7-19-13

8. EVENT OF DEFAULT/REMEDIES.

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

Contractor Initials
Date 7-19-13

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.

SECTION B: Scope of Services, Exhibit A

1. Purpose:

The Contractor shall provide On-site X-Ray, Electrocardiography (ECG) and Holter Monitoring Services for the New Hampshire Department of Corrections (NHDOC) inmates, patients and adjudicated residents.

2. Terms of Contract:

Contract(s) awarded by the NH Department of Corrections as a result of this RFP is expected to be effective for the period beginning August 4, 2013 or upon approval of the Governor and Executive Council (G&C) of the State of New Hampshire whichever is later through June 30, 2015 with an option to renew for one (1) additional period of up to two (2) years only after the approval of the Commissioner of the NH Department of Corrections and the Governor and Executive Council.

3. Location of Services:

3.1. Northern NH Correctional Facility (NCF), Berlin, NH; Southern NH Correctional Facilities: NH State Prison for Men (NHSP-M) and Secure Psychiatric Unit (SPU), Concord, NH and NH State Prison for Women (NHSP-W), Goffstown, NH which are marked with an "X" below:

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

3.2. Partial Proposals for requested services for the Northern and Southern Regional Area shall not be accepted.

3.3. Proposals that reduce the NH Department of Corrections current functions shall not be accepted.

4. Current Inmate/Patient/non-Adjudicated Resident Population as of 4/25/2013:

NH Department of Corrections Current Population		
Northern NH Correctional Facility (NCF)	Berlin, NH 03570	638
NH State Prison for Men – (NHSP- M)	Concord, NH 03301	1492
Secure Psychiatric Unit (SPU) / Residential Treatment Unit (RTU)	Concord, NH 03301	78
NH State Prison for Women – (NHSP-W)	Goffstown, NH 03045	127
Community Corrections	Concord, Manchester	315
Current Inmate/Patient/non-Adjudicated Resident Population:		2650

5. On-site X-Ray, Electrocardiography (ECG) and Holter Monitoring Services:

Scope of Work: Full on-site X-Ray, Electrocardiography and Holter Monitoring services including but not limited to:

5.1 Services shall include on-site X-Ray and/or performing on-site ECG (technical component) with interpretation of the on-site X-Ray and/or on-site ECG (professional component) to include on-site Holter Monitoring;

5.2. All on-site X-Rays shall be interpreted by Board Certified Radiologists. All on-site ECG's shall be interpreted by Board Certified Cardiologists;

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

Vendor Initials: 

- 5.3. Routine Radiology Quality Improvement reporting agreed upon by both parties. Also, the Contractor must report any accreditation requirements for improvement;
- 5.4. The Contractor shall provide a monthly report of the number and cost of each type of on-site X-Ray, on-site ECG and on-site Holter Monitor performed by prison facility (NHSP-M, SPU, and NHSP-W) including year-to-date cumulative report with reports in Excel format is preferred;
- 5.5. Electrocardiogram shall be performed by computerized electrocardiogram equipment that provides an immediate computer-interpreted report on-site and is submitted for Cardiologist review;
- 5.6. The Contractor shall provide routine on-site service at the NHSP-M once a day, Monday-Friday, at a minimum. Routine on-site services at SPU and NHSP-W shall be provided, Monday-Friday, as scheduled by telephone call either the same day or the next business day;
- 5.7. The Contractor shall provide on-call service at the NHSP-M, SPU and NHSP-W Saturday, Sunday and holidays within three (3) hours of the request.
- 5.8. Holidays shall be based on State of NH designated holidays;
- 5.9. The Contractor shall provide routine on-site service at the NCF one (1) day a week (Monday-Friday) to be determined by mutual agreement between the NH Department of Corrections and the Contractor. On-call services for weekends and holidays will not be required.
- 5.10. Results of the Cardiologist review shall be faxed within twenty-four (24) hours after the ECG is performed;
- 5.11. Verbal report from the Radiologist shall be provided within two (2) hours after the service is performed.
- 5.12. All technologists performing radiology procedures shall be American Registry of Radiological Technologists registered ("R.T.");
- 5.13. If licensure for Radiological Technologists should be required by the State of New Hampshire, then technologists performing the procedures shall be licensed according to New Hampshire State Laws or Regulations;
- 5.14. Radiographic images shall be acquired using digital technology such as Computed Radiography or Direct Radiography;
- 5.15. A mounted chest stand, either wall or free standing, shall be provided by the Contractor as necessary;
- 5.16. Written report, "8 1/2 x 11" format, of Radiologist and Cardiologist reviews shall be delivered to the State Prison within forty-eight (48) hours of the services performed; and
- 5.17. Initial request form shall be provided by the Contractor with space provided for documentation of telephone results.

6. General Service Provisions:

- 6.1. Contractor Tools and Equipment: The Contractor must furnish the required tools and equipment inclusive of computer hardware necessary to provide the requested services of the Contract. Any tools, containers and vehicles the Contractor needs to provide the required services must be inventoried before entering and leaving the facility and are subject to search by NH Department of Corrections security staff at any and all times while on NH Department of Corrections facility grounds.
- 6.2. Rules and Regulations: The Contractor agrees to comply with all rules and regulations of the NH Department of Corrections.
- 6.3. Additional Facilities: Upon agreement of both parties, additional facilities belonging to the NH Department of Corrections may be added to the Contract. This provision will require Governor and Executive Council approval.

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

- 6.4. Contractor Employee Information: The Contractor shall be responsible for obtaining a criminal background check to include finger printing on all potential employees assigned by the Contractor and/or Subcontractors to provide services to NH Department of Corrections. Upon award of a Contract, the NH Department of Corrections will notify the selected Contractor the procedures to obtain background checks and fingerprinting. Contractor and/or subcontractor employee hiring status shall be contingent upon receipt of a criminal background check and fingerprinting report(s), from the NH Department of Safety, and procedural review of said reports by the NH Department of Corrections.
- 6.4.1. The NH Department of Corrections reserves the right to conduct a procedural review of all criminal background checks and fingerprinting reports of all potential Contractor and/or subcontractor employees to determine eligibility status.
- 6.4.2. The NH Department of Corrections will notify the Contractor of any potential Contractor/and or subcontractor employee who does not comply with the criteria identified in Paragraph 6.4.3., below.
- 6.4.3. In addition, the Contractor and/or subcontractor shall not be able to hire employees meeting the following criteria:
- Individuals convicted of a felony shall not be permitted to provide services;
 - Individuals with confirmed outstanding arrest warrants shall not be permitted to provide services;
 - Individuals with a record of a misdemeanor offense(s) may be permitted to provide services pending determination of the severity of the misdemeanor offense(s) and review of the criminal record history by the Division Director and designee of the NH Department of Corrections;
 - Individuals with restrictions on out-of-state and/or State of NH professional licenses and or certifications;
 - Individuals whose professional licenses and/or certification have been revoked and reinstated from other States and/or the State of NH;
 - Individuals with a history of drug diversion;
 - Individuals who was a former State of NH employee and/or former Contract employee that was dismissed for cause;
 - Individuals previously employed with the NH Department of Corrections without prior approval of the NH Department of Corrections; and
 - Relatives of currently incarcerated felons may not be permitted to provide services without prior approval by the NH Department of Corrections.
- 6.5. Change of Ownership: In the event that the Contractor should change ownership for any reason whatsoever, the NH Department of Corrections shall have the option of continuing under the Contract with the Contractor or its successors or assigns for the full remaining term of the Contract, continuing under the Contract with the Contractor or, its successors or, assigns for such period of time as determined necessary by the NH Department of Corrections, or terminating the Contract.
- 6.6. Contractor Designated Liaison: The Contractor shall designate a representative to act as a liaison between the Contractor and the NH Department of Corrections for the duration of the Contract. The Contractor shall notify the NH Department of Corrections of such named Liaison within five (5) days after the award of the Contract: submit a written identification and notification to NH Department of Corrections of the **business (no personal information)** name, title, address, telephone number, fax number and e-mail address of one (1) individual

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

- within its organization as a duly authorized representative to whom all correspondence, official notices and requests related to the Contractor's performance under the Contract.
- 6.6.1. Any written notice to the Contractor shall be deemed sufficient when deposited in the U.S. mail, postage prepaid and addressed to the person designated by the Contractor under this paragraph.
 - 6.6.2. The Contractor shall have the right to change or substitute the name of the individual described above as deemed necessary provided that any such change is not effective until the Commissioner of the NH Department of Corrections actually receives notice of this change.
 - 6.6.3. Changes of the named Liaison by the Contractor must be made in writing and forwarded to: NH Department of Corrections, Director of Division of Medical & Forensic Services, P.O. Box 1806, Concord, NH 03302.
- 6.7. Contractor's Liaison's Responsibilities: The Contractor shall designate a representative to act as a liaison between the Contractor and the NH Department of Corrections for the duration of the Contract. The representative shall be responsible for:
- 6.7.1. Representing the Contractor on all matters pertaining to the Contract. Such as representative shall be authorized and empowered to represent the Contractor regarding all aspects of the Contract;
 - 6.7.2. Monitoring the Contract's compliance with the terms of the Contract;
 - 6.7.3. 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
 - 6.7.4. Meeting with representatives of NH Department of Corrections on a periodic or as-needed basis to resolve issues which may arise.
- 6.8. NH Department of Corrections Contract Liaison Responsibilities: The NH Department of Corrections' Commissioner of Corrections, or designee, shall act as liaison between the Contractor and NH Department of Corrections for the duration of the Contract. NH Department of Corrections reserves the right to change its representative, at its sole discretion, during the term of the Contract, and shall provide the Contractor with written notice of such change. NH Department of Corrections representative shall be responsible for:
- 6.8.1. 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;
 - 6.8.2. Monitoring compliance with the terms of the Contract;
 - 6.8.3. Responding to all inquiries and requests related to the Contract made by the Contractor, under the terms and in the time frames specified by the Contract;
 - 6.8.4. Meeting with the Contractor's representative on a periodic or as needed basis and resolving issues which arise; and
 - 6.8.5. Informing the Contractor of any discretionary action taken by NH Department of Corrections pursuant to the provisions of the Contract.
- 6.9. Reporting Requirements: The Contractor shall provide any and all reports as requested on an as needed basis according to a schedule and format to be determined by the NH Department of Corrections including but not limited to:
- 6.9.1. Monthly summary of the cost of services;
 - 6.9.2. Breakdowns of billings, monthly; and
 - 6.9.3. It is the intent of the NH Department of Corrections to work with the Contractor so that the Contractor can provide any reporting requirements that meets our needs.

- 6.10. Performance Evaluation: NH Department of Corrections shall, at its sole discretion:
- 6.10.1. Monitor and evaluate the Contractor's compliance with the terms of the Contract;
 - 6.10.2. Request additional reports the NH Department of Corrections deems necessary for the purposes of monitoring and evaluating the performance of the Contractor under the Contract; and
 - 6.10.3. Review reports submitted by the Contractor. NH Department of Corrections shall determine the acceptability of the reports. If they are not deemed acceptable, the NH Department of Corrections shall notify the Contractor and explain the deficiencies.
- 6.11. Performance Measures: Quality Improvement Measures (QIM) will be identified by NH Department of Corrections and the Contractor in order to monitor the Contract and measure compliance with Radiographic best practices as well as compliance to the contracted standards in collaboration with the NH Department of Corrections QI Administrator.
- 6.11.1. Request additional reports and/or reviews the NH Department of Corrections deems necessary for the purposes of monitoring and evaluating the performance of the Contractor under the Contract.
 - 6.11.2. Perform periodic programmatic and financial reviews of the Contractor's performance of responsibilities. This may include, but is not limited to, on-site inspections and audits by NH Department of Corrections or its agent of the Contractor's records. The audits may, at a minimum, include a review of the following:
 - 6.11.2.1. Claims and financial administration;
 - 6.11.2.2. Program operations;
 - 6.11.2.3. Financial reports; and
 - 6.11.2.4. Staff qualifications.
 - 6.11.3. Inform the Contractor of any dissatisfaction with the Contractor's performance and include requirements for corrective action.
 - 6.11.4. Terminate the Contract, if NH Department of Corrections determines that the Contractor is:
 - 6.11.4.1. Not in compliance with the terms of the Contract;
 - 6.11.4.2. Has lost or has been notified of intention to lose their accreditation and/or licensure;
 - 6.11.4.3. Has lost or has been notified of intention to lose their federal certification and/or licensure; or,
 - 6.11.4.4. Terminate the Contract as otherwise permitted by law.
- 6.12. Declaration of Liaison:
- 6.12.1. The Contractor shall, within (5) days after the award of the Contract: submit a written identification and notification to NH Department of Corrections of the name, title, business address, business telephone and 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. Any written notice to the Contractor shall be deemed sufficient when deposited in the U.S. mail, postage prepaid and addressed to the person designated by the Contractor under this paragraph.
 - 6.12.2. The Contractor shall have the right to change or substitute the name of the individual described above as deemed necessary provided that any such change is not effective until the Commissioner of the NH Department of Corrections actually receives notice of this change.

6.12.3. NH Department of Corrections, at its discretion, in any Contract resulting from this RFP, may require the Contractor to work cooperatively with any predecessor and/or successor Contractor to assure the orderly and uninterrupted transition from one Contractor to another. The NH Department of Corrections reserves the right to require use of a third party administrator during the life of the Contract.

7. Other Contract Provisions:

7.1. Modifications to the Contract: In the event of any dissatisfaction with the Contractor's performance, the NH Department of Corrections will inform the Contractor of any dissatisfaction and will include requirements for corrective action.

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

- a.) Not in compliance with the terms of the Contract, and/or
- b.) As otherwise permitted by law or as stipulated within this Contract.

7.2. Coordination of Efforts: The Contractor shall fully coordinate their activities in the performance of the Contract with those of the NH Department of Corrections. As the work of the Contractor progresses, advice and information on matters covered by the Contract shall be made available by the Contractor to NH Department of Corrections as requested by the NH Department of Corrections throughout the effective period of the Contract.

7.3. Disabilities Act and the Governor's Commission of the Disabled: The Contractor must be equipped to provide handicap access to services as per the American's with Disabilities Act and the Governor's Commission of the Disabled.

8. Bankruptcy or Insolvency Proceeding Notification:

8.1. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or up on the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Contractor must notify the NH Department of Corrections immediately.

8.2. 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.

9. Embodiment of the Contract:

9.1. The Contract between the NH Department of Corrections and the Vendor shall consist of:

9.1.1. The Request for Proposal (RFP) and any amendments thereto;

9.1.2. The Proposal submitted by the Vendor in response to the RFP; and/or

9.1.3. 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 Commissioner of the NH Department of Corrections and the Governor and Executive Council of the State of New Hampshire.

9.2. 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 9.1.3. shall govern.

9.3. 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.

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

10. Cancellation of Contract:

- 10.1. The Department of Corrections may cancel the Contract at any time for breach of contractual obligations by providing the Contractor with a written notice of such cancellation.
- 10.2. Should the NH Department of Corrections exercise its right to cancel the Contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the Contractor.
- 10.3. The NH Department of Corrections reserves the right to terminate the Contract without penalty or recourse by giving the Contractor a written notice of such termination at least sixty (60) days prior to the effective termination date.
- 10.4. The NH Department of Corrections reserves the right to cancel the Contract for the convenience of the State with no penalties by giving the Contractor sixty (60) days notice of said cancellation.

11. Contractor Transition:

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

12. Audit Requirement:

Contractor agrees to comply with any recommendations arising from periodic audits on the performance of the Contract, providing they do not require any unreasonable hardship, which would normally affect the value of the Contract.

13. Additional Items/Locations:

Upon agreement of both parties, additional equipment and/or other facilities 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.

14. Information:

- 14.1. In performing its obligations under the Contract, the Contractor may gain access to information of the inmates/patients and adjudicated residents including confidential information. The Contractor shall not use information developed or obtained during the performance of, or acquired or developed by reason of the Contract, except as is directly connected to and necessary for the Contractor's performance under the Contract.
- 14.2. The Contractor agrees to maintain the confidentiality of and to protect from unauthorized use, disclosure, publication, reproduction and all information of the inmates/patients and adjudicated residents that becomes available to the Contractor in connection with its performance under the Contract.
- 14.3. In the event of unauthorized use or disclosure of the inmates/patients and adjudicated residents information, the Contractor shall immediately notify the NH Department of Corrections.
- 14.4. All material developed or acquired by the Contractor, as a result of work under the Contract shall become the property of the State of New Hampshire. No material or reports prepared by the Contractor shall be released to the public without the prior written consent of NH Department of Corrections.

15. Public Records:

NH RSA 91-A guarantees access to public records. As such, all responses to a competitive solicitation are public records unless exempt by law. Any information submitted as part of a bid in

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

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

16. Contractor Personnel:

- 16.1. The Contractor shall agree that employees of the Contractor shall perform all services required by the Contract. The Contractor shall guarantee that all personnel providing the services required by the Contract are qualified to perform their assigned tasks.
- 16.2. The Department shall be advised of, and approve in writing at least ten (10) days in advance of such change, any permanent or temporary changes to or deletions the Contractor's management, supervisory, or key professional personnel, who directly impact the deliverables to be provided under the Contract.

17. Notification to the Contractor:

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

18. Special Notes:

- 18.1. The headings and footings of the sections of this document are for convenience only and shall not affect the interpretation of any section.
- 18.2. The NH Department of Corrections reserves the right to require use of a third party administrator during the life of the Contract.
- 18.3. Locations per contract year may be increased/decreased and or reassigned to alternate facilities during the Contract term at the discretion of the Department. Locations may be added and/or deleted after the awarding of a Contract at the discretion of the Department and upon mutual agreement of the Commissioner of the Department of Corrections and the Contractor.
- 18.4. In the event that the NH Department of Corrections wishes to add or remove facilities at which the Contractor is to provide services, it shall:
 - 18.4.1. Give the Contractor fourteen (14) days written notice of the proposed change; and
 - 18.4.2. Secure the Contractor's written agreement to the proposed changes.
- 18.5. Notwithstanding the foregoing, or any provision of this Agreement to the contrary, in no event shall changes to facilities be allowed that modify the "Completion Date" or "Price Limitation" of the Agreement.
- 18.6. Any change in the Contract including the Contractor responsibilities and NH Department of Corrections responsibilities described herein, whether by modification, amendment and or supplementation, must be accomplished by a formal Contract amendment signed and approved by and between the duly authorized representatives of the Contractor and the NH Department of Corrections approved by the Governor and Executive Council.

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

2. Estimated Budget – Northern Fee Schedule

Item #	Est. Volume Per Year	Description	Unit Cost	Annual Cost (Est. Vol. X Unit Cost)
1	1	AC Joints Bilateral	\$ 50 0	\$ 50.00
2	8	Abdomen 1 view	\$ 53	\$ 424.00
3	1	Abdomen 2 views	\$ 50	\$ 50.00
4	1	Abdomen 2 – 3 views	\$ 50	\$ 50.00
5	7	Ankle – Left – 3 views	\$ 53	\$ 371.00
6	7	Ankle – Right – 3 views	\$ 53	\$ 371.00
7	0	Blood Gases	\$ 50	\$ 0.00
8	1	Cervical Spine w/ flex	\$ 50	\$ 50.00
9	1	Cervical Spine 1 views	\$ 50	\$ 50.00
10	2	Cervical Spine 2 – 3 views	\$ 53	\$ 106.00
11	4	Cervical Spine 4 views	\$ 50	\$ 200.00
12	1	Chest 1 view (AP/PA)	\$ 53	\$ 53.00
13	56	Chest 2 view (PA+LAT)	\$ 53	\$ 2968.00
14	1	Chest – Bilat – Ducob	\$ 50	\$ 50.00
15	1	Chest – Left – Ducob	\$ 50	\$ 50.00
16	1	Chest – Right – Ducob	\$ 50	\$ 50.00
17	1	Chest w/ oblique's	\$ 50	\$ 50.00
18	1	Clavicle – Left	\$ 50	\$ 50.00
19	1	Clavicle – Right	\$ 50	\$ 50.00
20	10	Elbow – Left – 3 views	\$ 53	\$ 530.00
21	10	Elbow – Right – 3 views	\$ 53	\$ 530.00
22	40	Electrocardiogram	\$ 53	\$ 2120.00
23	1	Facial Bones 3 – 4 views	\$ 53	\$ 53.00
24	1	Femur – Left	\$ 53	\$ 53.00
25	1	Femur – Right	\$ 53	\$ 53.00
26	1	Fingers – Left – 2 views	\$ 53	\$ 53.00
27	1	Fingers – Right – 2 views	\$ 53	\$ 53.00
28	8	Foot – Left – 3 views	\$ 53	\$ 424.00
29	8	Foot – Right – 3 views	\$ 53	\$ 424.00
30	1	Forearm – Left – 2 views	\$ 53	\$ 53.00
31	1	Forearm – Right – 2 views	\$ 53	\$ 53.00
32	10	Hand - Left – 3 views	\$ 53	\$ 530.00
33	20	Hand - Right – 3 views	\$ 53	\$ 1060.00
34	5	Hip – Left – 2 views	\$ 53	\$ 265.00
35	5	Hip - Right – 2 views	\$ 53	\$ 265.00
36	1	Humerus – Left	\$ 53	\$ 53.00
37	1	Humerus – Right	\$ 53	\$ 53.00
38	5	Knee Left – 1– 2 views	\$ 53	\$ 265.00
39	5	Knee Right – 1– 2 view	\$ 53	\$ 265.00
40	13	Knee Left – 3 views	\$ 53	\$ 689.00
41	13	Knee Right – 3 views	\$ 53	\$ 689.00
42	1	Knee Left – 4 views	\$ 50	\$ 50.00
43	1	Knee Right – 4 views	\$ 50	\$ 50.00
44	1	Lumbar Sacral – 1 view	\$ 50	\$ 50.00
45	14	Lumbar Sacral Spine – 2 – 3 views	\$ 53	\$ 742.00
46	6	Lumbar Sacral Spine – 4 views	\$ 50	\$ 300.00
47	1	Lumbar Sacral Spine Routine w/ Flex + Ext	\$ 50	\$ 50.00
Subtotal Annual Cost Column: (Subtotal Items # 1 - 47)				\$ 14,818.00

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

State of NH, Department of Corrections
Division of Medical and Forensic Services

RFP 13-07-GFMED, closing date: 4/26/2013
Page 26 of 33

Vendor Initials: 

2. Estimated Budget – Northern Fee Schedule, Continued

Item #	Est. Volume Per Year	Description	Unit Cost	Annual Cost (Est. Vol. X Unit Cost)
48	1	Mandible – 4 views	\$ 50	\$ 50.00
49	1	Mastoids	\$ 50	\$ 50.00
50	1	Nasal Bones	\$ 50	\$ 50.00
51	1	Neck Soft Tissue	\$ 50	\$ 50.00
52	1	Orbits	\$ 50	\$ 50.00
53	1	OS Calcis – Heel – Left	\$ 50	\$ 50.00
54	1	OS Calcis – Heel – Right	\$ 50	\$ 50.00
55	1	Pelvis 1 – 2 views	\$ 53	\$ 53.00
56	1	Pelvis – AP – w/ Uni – HiP	\$ 50	\$ 50.00
57	1	Pelvis + Bi – Hips	\$ 53	\$ 53.00
58	1	Patella – Left	\$ 50	\$ 50.00
59	1	Patella – Right	\$ 50	\$ 50.00
60	1	Penis	\$ 50	\$ 50.00
61	1	Ribs + PA Chest – Left	\$ 53	\$ 53.00
62	1	Ribs + PA Chest – Right	\$ 53	\$ 53.00
63	1	Ribs + Bilateral PA Chest	\$ 50	\$ 50.00
64	1	Sacroiliac (SI) Joints	\$ 50	\$ 50.00
65	1	Sacrum & Coccyx – 2 views	\$ 50	\$ 50.00
66	1	SC – Joints	\$ 50	\$ 50.00
67	1	Scapula – Left	\$ 50	\$ 50.00
68	1	Scapula – Right	\$ 50	\$ 50.00
69	10	Shoulder – Left	\$ 53	\$ 530.00
70	10	Shoulder – Right	\$ 53	\$ 530.00
71	2	Sinuses – 3 views	\$ 53	\$ 106.00
72	1	Skull – 2 views	\$ 50	\$ 50.00
73	1	Skull Less than 4 views	\$ 50	\$ 50.00
74	1	Skull – 4 view Minimum	\$ 50	\$ 50.00
75	1	Sternum	\$ 50	\$ 50.00
76	1	Spine – Thoracic – 1 view	\$ 50	\$ 50.00
77	1	Spine – Thoracic – 2 views	\$ 53	\$ 53.00
78	4	Spine – Thoracic – AP + LAT – w/ Ob	\$ 50	\$ 200.00
79	1	Tibia & Fibula – Left	\$ 53	\$ 53.00
80	1	Tibia & Fibula – Right	\$ 53	\$ 53.00
81	1	TMJ	\$ 50	\$ 50.00
82	1	Toes – Left	\$ 50	\$ 50.00
83	1	Toes – Right	\$ 50	\$ 50.00
84	6	Wrist – Left – 3 views	\$ 53	\$ 318.00
85	10	Wrist – Right – 3 views	\$ 53	\$ 530.00
86	1	Wrist w/ Navicular – Left	\$ 50	\$ 50.00
87	1	Wrist w/ Navicular – Right	\$ 50	\$ 50.00
88	1	Wrist & Hand – Left	\$ 53	\$ 53.00
89	1	Wrist & Hand – Right	\$ 53	\$ 53.00
90	1	Zygomatic Arch	\$ 50	\$ 50.00
91	2	Holter Monitoring	\$ 150	\$ 300.00
92	2	Holter Scan	\$ 100	\$ 200.00
Subtotal Annual Cost Column: (Subtotal Items # 48 - 92)				\$ 4,591.00
Total Cost Per Year: [Add Subtotal Annual Cost Column, Page 26 of 31 (Items # 1 - 47) and Subtotal Annual Cost Column, Page 27 of 31 (Items # 48 - 92)]				\$ 19,409.00
Northern Region Two Year Total Cost: Multiply Total Cost Per Year, (Items # 1 – 92) by 2				\$ 38,818.00

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

State of NH, Department of Corrections
Division of Medical and Forensic Services

RFP 13-07-GFMED, closing date: 4/26/2013
Page 27 of 33

Vendor Initials: 

3. Estimated Budget – Southern Fee Schedule

Item #	Est. Volume Per Year	Description	Unit Cost	Annual Cost (Est. Vol. X Unit Cost)
1	1	AC Joints Bilateral	\$ 50	\$ 50.00
2	107	Abdomen 1 view	\$ 53	\$ 5671.00
3	14	Abdomen 2 views	\$ 50	\$ 700.00
4	2	Abdomen 2 – 3 views	\$ 50	\$ 100.00
5	38	Ankle – Left – 3 views	\$ 53	\$ 2014.00
6	38	Ankle – Right – 3 views	\$ 53	\$ 2014.00
7	1	Blood Gases	\$ 50	\$ 50.00
8	1	Cervical Spine w/ flex	\$ 50	\$ 50.00
9	1	Cervical Spine 1 views	\$ 50	\$ 50.00
10	60	Cervical Spine 2 – 3 views	\$ 53	\$ 3180.00
11	1	Cervical Spine 4 views	\$ 50	\$ 50.00
12	253	Chest 1 view (AP/PA)	\$ 53	\$ 13409.00
13	142	Chest 2 view (PA+LAT)	\$ 53	\$ 7526.00
14	1	Chest – Bilat – Ducob	\$ 50	\$ 50.00
15	1	Chest – Left – Ducob	\$ 50	\$ 50.00
16	1	Chest – Right – Ducob	\$ 50	\$ 50.00
17	1	Chest w/ oblique's	\$ 50	\$ 50.00
18	3	Clavicle – Left	\$ 50	\$ 150.00
19	3	Clavicle – Right	\$ 50	\$ 150.00
20	23	Elbow – Left – 3 views	\$ 53	\$ 1219.00
21	32	Elbow – Right – 3 views	\$ 53	\$ 1696.00
22	246	Electrocardiogram	\$ 53	\$ 13038.00
23	18	Facial Bones 3 – 4 views	\$ 53	\$ 954.00
24	6	Femur – Left	\$ 53	\$ 318.00
25	6	Femur – Right	\$ 53	\$ 318.00
26	26	Fingers – Left – 2 views	\$ 53	\$ 1378.00
27	26	Fingers – Right – 2 views	\$ 53	\$ 1378.00
28	30	Foot – Left – 3 views	\$ 53	\$ 1590.00
29	30	Foot – Right – 3 views	\$ 53	\$ 1590.00
30	5	Forearm – Left – 2 views	\$ 53	\$ 265.00
31	5	Forearm – Right – 2 views	\$ 53	\$ 265.00
32	50	Hand - Left – 3 views	\$ 53	\$ 2650.00
33	50	Hand - Right – 3 views	\$ 53	\$ 2650.00
34	22	Hip – Left – 2 views	\$ 53	\$ 1166.00
35	22	Hip - Right – 2 views	\$ 53	\$ 1166.00
36	10	Humerus – Left	\$ 53	\$ 530.00
37	10	Humerus – Right	\$ 53	\$ 530.00
38	47	Knee Left – 1– 2 views	\$ 53	\$ 2491.00
39	47	Knee Right – 1– 2 view	\$ 53	\$ 2491.00
40	24	Knee Left – 3 views	\$ 53	\$ 1272.00
41	24	Knee Right – 3 views	\$ 53	\$ 1272.00
42	1	Knee Left – 4 views	\$ 50	\$ 50.00
43	1	Knee Right – 4 views	\$ 50	\$ 50.00
44	2	Lumbar Sacral – 1 view	\$ 50	\$ 100.00
45	152	Lumbar Sacral Spine – 2 – 3 views	\$ 53	\$ 8056.00
46	1	Lumbar Sacral Spine – 4 views	\$ 50	\$ 50.00
47	1	Lumbar Sacral Spine Routine w/ Flex + Ext	\$ 50	\$ 50.00
Subtotal Annual Cost Column: (Subtotal Items # 1 - 47)				\$ 83,947.00

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

State of NH, Department of Corrections
Division of Medical and Forensic Services

RFP 13-07-GFMED, closing date: 4/26/2013
Page 28 of 33

Vendor Initials: 

3. Estimated Budget – Southern Fee Schedule, Continued

Item #	Est. Volume Per Year	Description	Unit Cost	Annual Cost (Est. Vol. X Unit Cost)
48	1	Mandible – 4 views	\$ 50	\$ 50.00
49	1	Mastoids	\$ 50	\$ 50.00
50	6	Nasal Bones	\$ 50	\$ 300.00
51	1	Neck Soft Tissue	\$ 50	\$ 50.00
52	1	Orbits	\$ 50	\$ 50.00
53	7	OS Calcis – Heel – Left	\$ 50	\$ 350.00
54	7	OS Calcis – Heel – Right	\$ 50	\$ 350.00
55	19	Pelvis 1 – 2 views	\$ 53	\$ 1007.00
56	1	Pelvis – AP – w/ Uni – HiP	\$ 50	\$ 50.00
57	2	Pelvis + Bi – Hips	\$ 53	\$ 106.00
58	1	Patella – Left	\$ 50	\$ 50.00
59	1	Patella – Right	\$ 50	\$ 50.00
60	1	Penis	\$ 50	\$ 50.00
61	8	Ribs + PA Chest – Left	\$ 53	\$ 424.00
62	8	Ribs + PA Chest – Right	\$ 53	\$ 424.00
63	1	Ribs + Bilateral PA Chest	\$ 50	\$ 50.00
64	3	Sacroiliac (SI) Joints	\$ 50	\$ 150.00
65	2	Sacrum & Coccyx – 2 views	\$ 50	\$ 100.00
66	1	SC – Joints	\$ 50	\$ 50.00
67	1	Scapula – Left	\$ 50	\$ 50.00
68	1	Scapula – Right	\$ 50	\$ 50.00
69	60	Shoulder – Left	\$ 53	\$ 3180.00
70	60	Shoulder – Right	\$ 53	\$ 3180.00
71	10	Sinuses – 3 views	\$ 53	\$ 530.00
72	1	Skull – 2 views	\$ 50	\$ 50.00
73	1	Skull Less than 4 views	\$ 50	\$ 50.00
74	2	Skull – 4 view Minimum	\$ 50	\$ 100.00
75	2	Sternum	\$ 50	\$ 100.00
76	1	Spine – Thoracic – 1 view	\$ 50	\$ 50.00
77	49	Spine – Thoracic – 2 views	\$ 53	\$ 2597.00
78	1	Spine – Thoracic – AP + LAT – w/ Obl	\$ 50	\$ 50.00
79	8	Tibia & Fibula – Left	\$ 53	\$ 424.00
80	8	Tibia & Fibula – Right	\$ 53	\$ 424.00
81	1	TMJ	\$ 50	\$ 50.00
82	3	Toes – Left	\$ 50	\$ 150.00
83	3	Toes – Right	\$ 50	\$ 150.00
84	27	Wrist – Left – 3 views	\$ 53	\$ 1431.00
85	27	Wrist – Right – 3 views	\$ 53	\$ 1431.00
86	1	Wrist w/ Navicular – Left	\$ 50	\$ 50.00
87	1	Wrist w/ Navicular – Right	\$ 50	\$ 50.00
88	3	Wrist & Hand – Left	\$ 53	\$ 159.00
89	3	Wrist & Hand – Right	\$ 53	\$ 159.00
90	1	Zygomatic Arch	\$ 50	\$ 50.00
91	18	Holter Monitoring	\$ 150	\$ 2700.00
92	18	Holter Scan	\$ 100	\$ 1800.00
Subtotal Annual Cost Column: (Subtotal Items # 48 - 92)				\$ 22,726.00
Total Cost Per Year: [Add Subtotal Annual Cost Column, Page 28 of 31 (Items # 1 - 47) and Subtotal Annual Cost Column, Page 29 of 31 (Items # 48 - 92)]				\$ 106,673.00
Southern Region Two Year Total Cost: Multiply Total Cost Per Year, (Items # 1 – 92) by 2				\$ 213,346.00

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

State of NH, Department of Corrections
Division of Medical and Forensic Services

RFP 13-07-GFMED, closing date: 4/26/2013
Page 29 of 33

Vendor Initials: 

4. Method of Payment:

- 4.1. Services are to be invoiced monthly commencing thirty (30) days after the start of service. Due dates for monthly invoices will be the 15th of the month following the month in which services are provided.
- 4.2. Invoices shall be submitted no later than sixty (60) days post date of services rendered.
- 4.3. Invoices shall be sent to the NH Department of Corrections, c/o Director of Medical & Forensic Services, PO Box 1806, Concord, NH 03302-1806
- 4.4. Once approved, the original invoices shall be forwarded to the Accounts Payable unit of the Department's Bureau of Financial Services for processing.
- 4.5. The NH Department of Corrections may make adjustments to the payment amount identified on a Contractors monthly invoice. 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.
- 4.6. The NH Department of Corrections Bureau of Financial Services may issue payment to the Contractor within thirty (30) days of receipt of an approved invoice. Invoices shall contain the following information, but not limited to:
 - 4.6.1. Invoice date & number;
 - 4.6.2. Description of services rendered;
 - 4.6.3. Dates of said service(s); and
 - 4.6.4. Cost of services.
- 4.7. 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 026000618.

5. Appropriation of Funding:

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

The remainder of this page is intentionally blank.

Section D: Special Provisions, Exhibit C

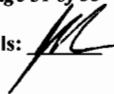
1. Special Provisions:

- 1.1. To amend the Exhibit C, Special Provisions, to modify the Insurance provision in section 14.1.1 of the original P-37 contract, Agreement, by deleting "\$2,000,000.00" per occurrence and inserting in its place "\$1,000,000.00."
- 1.2. To amend the Exhibit C, Special Provisions, to modify the Insurance provision in section 14.3 by changing the last sentence of the clause to: Cancellation notice by the Insurer to the Certificate Holder will be delivered in accordance with the policy provisions.

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

State of NH, Department of Corrections
Division of Medical and Forensic Services

RFP 13-07-GFMED, closing date: 6/14/2013
Page 31 of 33

Vendor Initials: 



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

ADDENDUM # 1 to RFP 13-07-GFMED

**THIS DOCUMENT SHALL BE INITIALED BY THE CONTRACT SIGNATORY AND
SUBMITTED WITH THE VENDOR'S BID RESPONSE.**

RFP: 13-07-GFMED On-Site X-Ray, Electrocardiography (ECG) and Holter Monitoring Services

RFP Deadline: June 14, 2013, no later than 2:00 EST

(1) Addendum Descriptor: Change/Correction/Clarification: Request for Proposal (RFP), Terms and Conditions, Section 10., Instructions, RFP Documents, Order, Format and Labeling of Proposal Submissions, Paragraph, 10.1.10, p. 3 of 33.

- **Delete:** Proposals shall be submitted by the prospective Vendor and received by the NH Department of Corrections no later than 2:00PM, EST on **April 26, 2013** to be considered; and
- **Insert:** Proposals shall be submitted by the prospective Vendor and received by the NH Department of Corrections no later than 2:00PM, EST on **June 14, 2013** to be considered; and

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

State of NH, Department of Corrections
Division of Medical and Forensic Services

RFP 13-07-GFMED, closing date: 6/14/2013

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 MOBILEXUSA is a New Hampshire trade name registered on June 3, 2004 and that SYMPHONY DIAGNOSTIC SERVICES NO. 1, INC. presently own(s) this trade name. 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 24th day of July, A.D. 2013

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

William M. Gardner
Secretary of State

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SYMPHONY DIAGNOSTIC SERVICES NO. 1, INC. a(n) California corporation, is authorized to transact business in New Hampshire and qualified on June 3, 2004. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 30th day of May, A.D. 2013

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY/VOTE
(Corporation with Notary Seal)

I, Patricia Tortorella, 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 Symphony Diagnostic Services No 1, Inc. d/b/a MobilexUSA.
Regional Vice President (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 December 1, 2009.
(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
Radiology services.

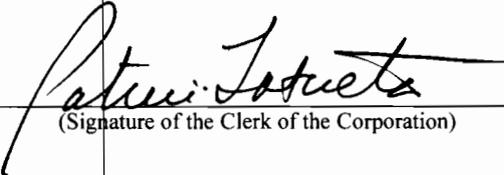
RESOLVED: That the Vice President, Joel Kirchick
(Title of one who signed the contract)

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 19, 2013.
(Date Contract Signed)

4. Joel Kirchick (is/are) the duly elected Vice President
(Name of Contact Signatory) (Title of Contract Signatory)

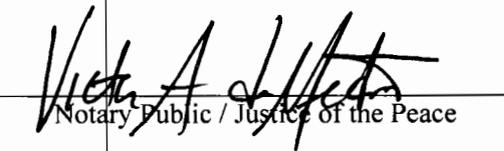
of the Corporation.


(Signature of the Clerk of the Corporation)

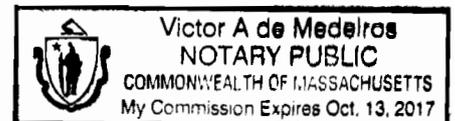
STATE OF MA
County of Plymouth

The foregoing instrument was acknowledged before me this 19th day of
July, 2013, by Patricia Tortorella.
(Name of person signing above, Clerk of the Corporation)

(NOTARY SEAL)


Notary Public / Justice of the Peace

Commission Expires: 10/13/17





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/12/2012

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 Willis Insurance Services of California, Inc. c/o 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME:		
	PHONE (A/C, NO, EXT):	877-945-7378	FAX (A/C, NO): 888-467-2378
	E-MAIL ADDRESS:	certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #	
INSURED Symphony Diagnostic Services No. 1, Inc. dba MobilexUSA 101 Rock Road Horsham, PA 19044	INSURER A:	Columbia Casualty Company	31127-002
	INSURER B:	American Casualty Company of Reading, Pen	20427-001
	INSURER C:	Continental Casualty Company	20443-000
	INSURER D:	Transportation Insurance Company	20494-000
	INSURER E:	American Casualty Company of Reading, Pen	20427-000
	INSURER F:	Transportation Insurance Company	20494-001

COVERAGES

CERTIFICATE NUMBER: 19014350

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	ADD'L INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			HMA30117415814 (MX)	12/15/2012	12/15/2013	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 3,000,000
							PRODUCTS - COMP/OP AGG \$ 3,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
B	AUTOMOBILE LIABILITY			4013911006 (MX-EX MA)	12/15/2012	12/15/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
C	<input checked="" type="checkbox"/> ANY AUTO			MA 4020674334 (MX)	12/15/2012	12/15/2013	BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB	<input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$
	<input type="checkbox"/> DED	<input type="checkbox"/> RETENTION \$					\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			2074977185 STOP GAP	12/15/2012	12/15/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
E	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A	WC2074977168	12/15/2012	12/15/2013	E.L. EACH ACCIDENT \$ 1,000,000
F	If yes, describe under DESCRIPTION OF OPERATIONS below			WC274977171 AZ VA WI	12/15/2012	12/15/2013	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
B				WC 2074977154	12/15/2012	12/15/2013	E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liab.			HMA30117415814 (MX)	12/15/2012	12/15/2013	\$1,000,000 Per Claim \$3,000,000 Aggregate Limit Retro Date: Per Policy \$75,000 (Indemnity Only)
	Claims-Made Form						
	Ded Each Claim						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach Acord 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

NH Department of Corrections P.O. Box 1806 Concord, NH 03302-1806	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

Call: 3946442 Tpl: 1566056 Cert: 19014350 © 1988-2010 ACORD CORPORATION. All rights reserved.

**New Hampshire Department of Corrections
Division of Administration
Contract/Grant Unit**

Comprehensive General Liability Insurance Acknowledgement Form

The New Hampshire Office of the Attorney General requires that the Request for Proposal (RFP) package inform all proposal submitters of the State of New Hampshire's general liability insurance requirements. The limits of liability required are dependent upon your corporation's legal formation, and the annual total amount of contract work with the State of New Hampshire.

Please select only ONE of the checkboxes below that best describes your corporation's legal formation and annual total amount of contract work with the State of New Hampshire:

Insurance Requirement for (1) - 501(c) (3) contractors whose annual gross amount of contract work with the State does not exceed \$500,000, per RSA 21-I:13, XIV, (Supp. 2006): The general liability insurance requirements of standard state contracts for contractors that qualify for nonprofit status under section 501(c)(3) of the Internal Revenue Code and whose annual gross amount of contract work with the state does not exceed \$500,000, is comprehensive general liability insurance in amounts of not less than \$1,000,000 per claim or occurrence and \$2,000,000 in the aggregate. *These amounts may NOT be modified.*

- The contractor certifies that it **IS** a 501(c) (3) contractor whose annual total amount of contract work with the State of New Hampshire does **not** exceed \$500,000.

Insurance Requirement for (2) - All other contractors who do not qualify for RSA 21-I:13, XIV, (Supp. 2006), Agreement P-37 General Provisions, 14.1 and 14.1.1. Insurance and Bond, shall apply: The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, both for the benefits of the State, the following insurance: comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per incident or occurrence. *These amounts MAY be modified if the State of NH determines contract activities are a risk of lower liability.*

- (2) The contractor certifies it does **NOT** qualify for insurance requirements under RSA 21-I:13, XIV (Supp. 2006).

Please indicate your current comprehensive general liability coverage limits below. sign, date and return with your proposal package.

\$ 1M Per Claim \$ 1M Per Incident/Occurrence \$ 3M General Aggregate

[Signature]
Signature & Title

7/19/13
Date

This acknowledgement must be returned with your proposal.

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.

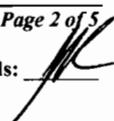
(3) Obligations and Activities of Business Associate

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.

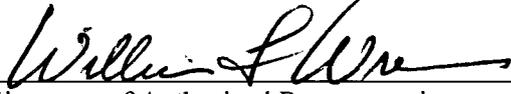
d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA and the Privacy and Security Rule.

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

Date

Symphony Diagnostic Services No. 1, Inc d/b/a
MobilexUSA

Contractor Name


Contractor Representative Signature

Joel Kirchick
Authorized Contractor Representative Name

Vice President
Authorized Contractor Representative Title

July 19, 2013
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.

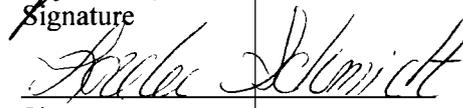
- b) All motor vehicles parked on prison grounds shall be locked and have the keys removed. Custodial personnel shall check to insure that vehicles are locked and shall visually inspect the plain-view interior of the vehicles. Vehicles discovered unlocked shall be searched to insure that no contraband 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.

Joel Kirchick
Name

Lorelei Schmidt
Witness Name


Signature


Signature

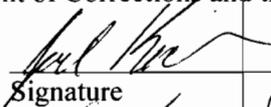
July 19, 2013
Date

July 19, 2013
Date

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

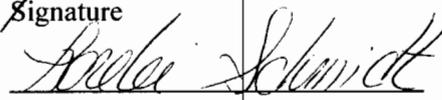
1. Engaging in any of the following activities with persons under departmental control is strictly prohibited:
 - a. Any contact, including correspondence, other than in the performance of your services for which you have been contracted.
 - b. Giving or selling of anything
 - c. Accepting or buying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

Joel Kirchick
Name


Signature

July 19, 2013
Date

Lorelei Schmidt
Witness Name


Signature

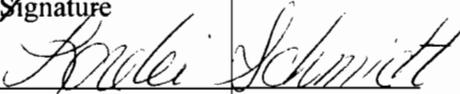
July 19, 2013
Date

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.

<u>Joel Kirchick</u> Name	 Signature	<u>July 19, 2013</u> Date
<u>Lorelei Schmidt</u> Witness Name	 Signature	<u>July 19, 2013</u> Date

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM**

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A-130 as "security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information."

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

1.00 Definitions

1.01 Contracting Government Agency (CGA) - the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.02 Contractor - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

2.00 Responsibilities of the Contracting Government Agency.

2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (see glossary for definition of digital signature).

3.00 Responsibilities of the Contractor.

3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

4.00 Security Violations.

4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

4.02 Security violations can justify termination of the appended agreement.

4.03 Upon notification, the FBI reserves the right to:

- a. Investigate or decline to investigate any report of unauthorized use;
- b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CJA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.00 Audit

5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

6.00 Scope and Authority

6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.

6.05 All notices and correspondence shall be forwarded by First Class mail to:

Assistant Director

Criminal Justice Information Services Division, FBI

1000 Custer Hollow Road

Clarksburg, West Virginia 26306

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM**

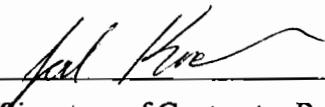
CERTIFICATION

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

Printed Name/Signature of Contractor Employee

Date

Joel Kirchick / 

Printed Name/Signature of Contractor Representative

July 19, 2013

Date

Symphony Diagnostic Services No. 1, Inc. d/b/a
MobilexUSA / Vice President

Organization and Title of Contractor Representative