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STATE OF NEW HAMPSHIRE  
DEPARTMENT OF CORRECTIONS  
DIVISION OF ADMINISTRATION

Helen E. Hanks  
Commissioner

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Director

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July 12, 2018

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

**REQUESTED ACTION**

Authorize the NH Department of Corrections (NHDOC) to enter into a **retroactive, sole-source** two-year contract with Bio-Medical Applications of New Hampshire, Inc. (VC # 174585), 248 Pleasant Street, Suite G400, Concord, NH 03301 in the amount of \$304,200.00 to provide Outpatient Renal Hemodialysis Services for the NH Department of Corrections from July 1, 2018 through June 30, 2020 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 account, Medical-Dental, as follows with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office, if needed and justified. Funding for SFY 2020 is contingent upon the availability and continued appropriation of funds.

Bio-Medical Applications of New Hampshire, Inc.			
Account	Description	SFY 2019	SFY 2020
02-46-46-465010-8234-101-500729	Medical and Dental	\$152,100.00	\$152,100.00
Total Contract Amount:			\$304,200.00

**EXPLANATION**

This contract is **retroactive** due to administrative delays of the incumbent provider responding to the service solicitation timely. This contract is **sole source** due to the Department's acceptance of the per treatment service rate methodology offered by the provider for the provision of outpatient renal hemodialysis services. This contract will provide outpatient renal hemodialysis services for patients of the Northern Correctional Facility (NCF), Berlin, NH, the NH State Prison for Men (NHSP-M), Secure Psychiatric Unit (SPU), and the NH Correctional Facility for Women (NHCF-W), Concord, NH. Hemodialysis is a medical treatment for patients who suffer either acute or chronic renal failure. Patients with these conditions must receive hemodialysis treatment until kidney function improves, or as other clinical interventions become necessary, or indefinitely to sustain life in cases in which no other curative measures are feasible. Hemodialysis takes the place of normal kidney function, cleansing the blood of toxins. The primary cause of chronic renal failure in our resident population is long-term chemical dependency or substance abuse, long-term diabetes or co-morbidity illnesses of

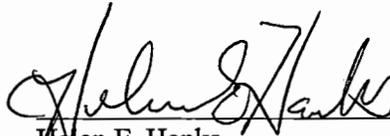
diabetes. Other, uncommon causes include hereditary/congenital diseases. Currently, the NH Department of Corrections has three (3) persons under Departmental control receiving hemodialysis treatment services.

The treatment of renal failure is medically complicated and expensive. For civilians, Medicare supplements the cost of hemodialysis for citizens that have end stage renal disease. The Center for Medicare and Medicaid Services (CMS) has specific regulations prohibiting persons under Departmental control from receiving assistance through their programs. Therefore, individual correctional jurisdictions must pay all hemodialysis expenses for their population.

The NH Department of Corrections issued two (2) requests for proposals (RFP's) for the provision of outpatient renal hemodialysis services to seek a better per treatment service rate. At the close of the initial RFP, no vendors responded to the solicitation with the Department publishing a second RFP closing prior to the end of the State fiscal year end. The second RFP posting resulted with the incumbent provider responding with a flat fee all-inclusive rate of \$325.00. As the flat fee all-inclusive per treatment rate methodology differs from the RFP requirement of providing a fixed base rate and adding individual case-mix adjustments (body surface area, body mass index and age) factors to the base rate, the flat fee all-inclusive rate is reasonable. Due to the necessity of ensuring persons under Departmental control have access to medically appropriate care, per subparagraph (f), 623-C:2 Medical Services for State Prisoners, the Commissioner of the Department will waive the application of subparagraph (a), 623-C:2 requiring the Department to pay health care facilities licensed pursuant to RSA 151 no more than 110% of the Medicare allowable rate.

Hemodialysis services will be performed three (3) times a week at a rate of \$325.00 per treatment for a total of 156 treatments per person under Departmental control, per year, for an annual treatment cost of \$50,700.00. The NH Department of Corrections, at this time, is estimating the need to provide hemodialysis for three (3) persons under Departmental control per State fiscal year for an annual cost of \$152,100.00, making the total cost for this two (2) year contract \$304,200.00. Forecasting the use of hemodialysis is challenging and unpredictable. Our current estimate is based on our last two years of utilization.

Respectfully Submitted,



Helen E. Hanks  
Commissioner

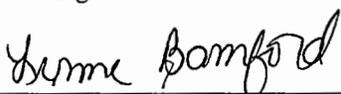
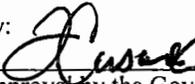
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Corrections		1.2 State Agency Address P.O. Box 1806 105 Pleasant Street Concord, NH 03301	
1.3 Contractor Name Bio Medical Application of New Hampshire		1.4 Contractor Address 70 Commercial St, Concord, NH 03301	
1.5 Contractor Phone Number 603-224-1738 x211	1.6 Account Number 02-46-46-465010-8234-101-500729	1.7 Completion Date June 30, 2020	1.8 Price Limitation \$304,200.00
1.9 Contracting Officer for State Agency Helen E. Hanks, Commissioner		1.10 State Agency Telephone Number 603-271-5603	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Lynne Bamford, RUP	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Strafford</u> On <u>6.22.2018</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace 			
1.13.2 Name and Title of Notary or Justice of the Peace Veronica A. Griffin, Justice of the Peace <span style="float: right;">my Commission Expires 6.24.2021</span>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Helen E. Hanks, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>7/12/18</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			



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

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

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

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Agreement. This provision shall survive termination of this Agreement.

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

## 8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

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

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

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

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

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

## 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

## 14. INSURANCE.

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

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

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

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

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

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

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

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

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

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

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

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

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

**Table of Contents**

**Scope of Services, Exhibit A**..... 2

1. Purpose:..... 2

2. Terms of Contract: ..... 2

3. Population Served: ..... 2

4. Minimum Required Services:..... 3

5. General Service Provisions: ..... 6

6. Other Contract Provisions: ..... 8

7. Bankruptcy or Insolvency Proceeding Notification:..... 8

8. Embodiment of the Contract: ..... 8

9. Cancellation of Contract: ..... 9

10. Audit Requirement: ..... 9

11. Information:..... 9

12. Public Records: ..... 9

13. Contractor Personnel:..... 10

14. Notification to the Contractor: ..... 10

15. Prison Rape Elimination Act (PREA) of 2003: ..... 10

16. Administrative Rules, Departmental PPD’s and Regulatory Compliance:..... 11

17. Subcontractors:..... 11

18. Licenses, Permits and/or Certifications:..... 11

19. Special Notes:..... 11

**Estimated Budget/Method of Payment, Exhibit B**..... 13

1. Fee Structure for Outpatient Renal Hemodialysis Services:..... 13

2. Outpatient Renal Hemodialysis Fee Rate: ..... 13

3. Method of Payment:..... 13

4. Appropriation of Funding: ..... 14

5. Location of Services and Contact Information: ..... 14

**Special Provisions, Exhibit C**..... 16

1. Special Provisions: ..... 16

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**Scope of Services, Exhibit A**

**1. Purpose:**

The purpose of this Contract is for the Contractor to perform Outpatient Renal Hemodialysis Services within a Contractor's facility for the patient population who are housed in the Department's facilities and are under the custodial care of the NH Department of Corrections (NHDOC). Hemodialysis is a medical treatment for people who have been diagnosed with either acute or chronic renal failure. Patients under the auspices of the NH Department of Corrections with these conditions must receive hemodialysis treatment until kidney function improves, or as other clinical interventions become necessary, or indefinitely to sustain life in cases in which no other curative measures are feasible. Hemodialysis takes the place of normal kidney function, cleansing the blood of toxins. The primary cause of chronic renal failure in our patient population is long-term chemical dependency or substance abuse, long-term diabetes or co-morbidity illnesses of diabetes. Other, uncommon causes include hereditary/congenital diseases.

**2. Terms of Contract:**

Contract(s) awarded by the Governor and Executive Council (G&C) through the NH Department of Corrections shall be for the period beginning July 1, 2018 through June 30, 2020 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. Population Served:**

3.1. The Contractor shall provide Outpatient Renal Hemodialysis Services for the patient population that are under the Department's custodial care from the following facilities listed in the table, below, marked with an "X":

<b>Northern Region – Northern NH Correctional Facility</b>			
X	Northern NH Correctional Facility (NCF)	138 East Milan Road	Berlin, NH 03570
<b>Southern Region – Southern NH Correctional Facilities</b>			
X	NH State Prison for Men – (NHSP-M)	281 North State Street	Concord, NH 03301
X	Secure Psychiatric Unit (SPU/Residential Treatment Unit (RTU))	281 North State Street	Concord, NH 03301
X	NH Correctional Facility for Women – (NHCF-W)	42 Perimeter Road	Concord, NH 03301
X	Community Corrections – Men (Transitional Work Center)	275 North State Street	Concord, NH 03301
X	Community Corrections – Men (North End House)	1 Perimeter Road	Concord, NH 03301
X	Community Corrections – Men (Calumet House)	126 Lowell Street	Manchester, NH 03104
X	Community Corrections – Women (Shea Farm)	60 Iron Works Road	Concord, NH 03301

3.2. The requested services shall be provided by the Contractor to patients of alternative locations in the event that the State relocates its facilities within the State of New Hampshire.

3.3. 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.

3.4. The Contractor shall be obligated to continue to provide services of the NH Department of Corrections even in the event that their geographic location changes.

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**4. Minimum Required Services:**

- 4.1. The Contractor shall provide outpatient hemodialysis to patients according to the End-Stage Renal Dialysis (ESRD) standards and requirements of the Center for Medicare and Medicaid Services (CMS) and the State of New Hampshire licensing authorities.
- 4.2. The Contractor shall provide the above services utilizing standards of care established by the CMS and State of NH licensing authorities in accordance with The Joint Commission (TJC) formerly known as the Joint Commission on Accreditation of Healthcare Organizations (JCAHO) and any other applicable accreditation bodies. Services shall be provided utilizing "evidence based practices" and "best practices" as identified and required by CMS, TJC, licensing requirements of the State of New Hampshire and community standards of care.
- 4.3. The Contractor shall conform to the Quality Assurance and Process Improvement (QAPI) Program required by CMS that will adjust payment rates to individual facilities based on how well they meet specified performance standards. These standards shall include but are not limited to initial comprehensive assessments on new dialysis patients, development of a QAPI program for each dialysis facility that requires achievable measurable improvements and reductions in medical errors through use of appropriate indicators and performance measures. The Contractor shall also conform to any other required standards from TJC, and any other applicable accreditation bodies as well as any requirements from the State of New Hampshire.
- 4.4. Written Protocol: The NH Department of Corrections and the End-Stage Renal Disease (ESRD) Dialysis Unit will mutually develop an individual service plan governing specific responsibilities, policies and procedures to be used in rendering dialysis services to patients at the ESRD Dialysis Unit, including but not limited to:
  - 4.4.1. Development/implementation of individual care plans relative to the provision of dialysis services;
  - 4.4.2. NH Department of Corrections will provide for interchange of information necessary for the care of the patient;
  - 4.4.3. NH Department of Corrections will provide to the Contractor a contact person whose responsibilities include coordination of health care; and
  - 4.4.4. The ESRD will document on the NH Department of Corrections consultation form at the end of each treatment, the results of the dialysis treatment and any follow up care/orders needed to maintain the patient's health status.
- 4.5. Patient Information: The NH Department of Corrections shall ensure that all appropriate medical and administrative information accompanies the patient at the time of transfer or referral to the ESRD Dialysis Unit. This information shall include, but is not limited to, where appropriate on the NH Department of Corrections consultation form:
  - 4.5.1. Patient's name, ID number, date of birth and copies of appropriate medical records, including history of illness, laboratory and x-ray findings;
  - 4.5.2. Treatment currently provided to the patient including medications;
  - 4.5.3. Name, address and telephone number of the nephrologist with admitting privileges at the ESRD Dialysis Unit that referred patient to ESRD Unit;
  - 4.5.4. Any advanced directive executed by the patient; and
  - 4.5.5. Prescription for treatment.
- 4.6. Specific Services Provided by the Parties:
  - 4.6.1. The NH Department of Corrections shall have the responsibility for arranging the transportation of the patient to and from the ESRD Dialysis Unit including the selection of the mode of transportation. The use of restraint devices for safety and

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

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

security purposes are of the sole discretion of the NH Department of Corrections staff providing the transportation services and will be utilized in accordance with the NH Department of Corrections policy and procedure directive governing proper application of said devices.

- 4.6.2. The NH Department of Corrections shall be responsible for ensuring the patient is medically stable to undergo such transportation and for treatment at the ESRD Dialysis Unit.
- 4.6.3. The NH Department of Corrections shall be responsible for all costs of transportation associated with the transfer of the patient to and from the ESRD Dialysis Unit and the NH Department of Corrections facility. If emergency transportation of a patient by ambulance to a nearby hospital is required, the NH Department of Corrections shall be responsible for the cost of transportation.
- 4.7. Admission Criteria:
  - 4.7.1. The patient's attending nephrologist and the NH Department of Corrections Chief Medical Officer (CMO) shall determine the need for a transfer or referral from a NH Department of Corrections facility to the ESRD Dialysis Unit. Upon such determination, the NH Department of Corrections will immediately notify the ESRD Dialysis Unit in writing.
  - 4.7.2. After a decision has been made to admit a patient by a nephrologist with admitting privileges at the ESRD Dialysis Unit and the Chief Medical Officer or the NH Department of Corrections designee, the ESRD Dialysis Unit will accept responsibility for treatment of the patient. The treatment will be subject to the patient's satisfying the ESRD Dialysis Unit's criteria for admission and continued treatment, the ESRD Dialysis Unit will provide hemodialysis services to said patient.
  - 4.7.3. The NH Department of Corrections will receive confirmation from the ESRD Dialysis Unit that it will accept the patient, and all necessary admission documentation will be completed by the NH Department of Corrections and sent, in advance, to the ESRD Dialysis Unit.
- 4.8. Discontinuation of Services on an Individual Level:
  - 4.8.1. The Contractor may immediately, for a temporary period, discontinue the provision of hemodialysis service to any patient of the NH Department of Corrections who, in their sole discretion, does not observe the established responsibilities, policies and procedures of the ESRD Dialysis Unit. The ESRD Dialysis Unit shall provide written documentation of the violation(s), which the patient has committed, or, is suspected of committing, either by action or non-action, within a twenty-four (24) hour period to the NH Department of Corrections.
  - 4.8.2. After a discontinuation of services has occurred due to a violation of ESRD Dialysis Unit policies and procedures, to gain acceptance back by the ESRD Dialysis Unit the patient shall petition the ESRD Dialysis Unit, in writing sent by certified mail, for the restoration of privileges to outpatient renal hemodialysis services of the ESRD Dialysis Unit. The ESRD Dialysis Unit may, by their own discretion, accept or deny the petition and must do so within ten (10) working days of receipt of the petition. The patient may petition the ESRD Dialysis Unit once in a thirty (30) day period from the issuance date of the notice of discontinuation of services and thirty (30) days after the issuance date of a notice of denial of a previous petition.

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

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

- 4.8.3. With documented cause, the ESRD Dialysis Unit may request in writing to the NH Department of Corrections that the "temporary" discontinued status of the patient be changed to a "permanent" discontinued status. If approved by the NH Department of Correction's Chief Medical Officer or designee, the renal hemodialysis services by the Contractor will no longer be available to the patient and the patient will no longer be able to petition the Contractor for services.
- 4.9. Standards of Care:
- 4.9.1. The Dialysis Unit will conform to standards not less than those required by any applicable laws and regulations on any local, state or federal regulatory body and the same may be amended from time to time.
- 4.9.2. The Contractor will provide only hemodialysis services and will perform no other services, medical or otherwise, except as such services shall relate to, or, are an integral part of the provision of hemodialysis services. No additional charges shall be added that are not allowed under The Center for Medicare and Medicaid Services (CMS) billing rules and regulations.
- 4.9.3. The Contractor shall retain all management and administrative prerogatives and responsibilities as would normally be assumed by the owner and operator of a medical facility.
- 4.9.4. Without limiting the generality of the foregoing, the Contractor agrees to provide hemodialysis services at the ESRD Dialysis Unit as follows:
- 4.9.4.1. Operate the ESRD Dialysis Unit as a renal dialysis facility under the Medicare End Stage Renal Disease Program and if required, as a properly licensed medical facility under state laws and regulations;
- 4.9.4.2. Provide all necessary equipment, personnel, supplies and services required for the operation of the ESRD Dialysis Unit including, a business manager or administrator;
- 4.9.4.3. Establish, modify and implement, policies and procedures concerning the administration of the ESRD Dialysis Unit including purchasing, personnel staffing, inventory control, equipment maintenance, accounting, legal, data processing, medical record keeping, laboratory, billing, collection, public relations, insurance, cash management, scheduling and hours of operation; and
- 4.9.4.4. Provide the NH Department of Corrections written and verbal information on all aspects for the management of the patients care related to the provision of hemodialysis services, including but not limited to: bleeding/hemorrhage, infection/bacteria, care of dialysis access site and disinfection of dialysis access site, any dietary requirements and directions on management of medical and non-medical emergencies.
- 4.10. HIPAA (Health Insurance Portability and Accountability Act): The parties expressly agree to comply with all applicable patient information privacy and security regulations set forth in the Health Insurance Portability and Accountability Act final regulations for Privacy of Individually Identifiable Health Information by the federal due date for compliance, as amended from time to time.
- 4.11. Access to Book and Records: Until the expiration of four (4) years after the furnishing of the services provided under this Agreement, the Contractor shall make available to the Secretary of the United States Department of Health and Human Services, the United States Comptroller General and their representative(s), a copy of this Agreement, and any renewals thereof, and such books, documents and records of the Contractor's company that are

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

necessary to certify the nature and extent of any cost incurred by the NH Department of Corrections.

- 4.12. Notices: All notices pursuant to this Agreement shall be in writing and shall be given by depositing said notices in the United States registered or certified mail, return receipt requested, addressed to the parties at addresses as may hereafter be specified by any party or parties. All notices given in the manner prescribed in this section shall be deemed properly served upon receipt.

**5. General Service Provisions:**

- 5.1. Notification: The NH Department of Corrections Nursing staff or designee shall contact the Contractor for the coordination of Outpatient Renal Hemodialysis Services when needed. A list of NH Department of Corrections, Nursing staff will be provided to the Contractor upon award of a Contract.
- 5.2. Rules and Regulations: The Contractor shall comply with all rules and regulations of the NH Department of Corrections to include the Department's confidentiality policy and procedure directives.
- 5.3. Additional Facilities: Upon agreement of both parties, additional facilities belonging to the NH Department of Corrections may be added to the Contract. If it is necessary to increase the price limitation of the Contract this provision will require Governor and Executive Council approval.
- 5.4. Licenses, Credentials and Certificates: The Contractor shall ensure that NH State licensed professionals provide the services required. The Contractor and its staff shall possess the credentials, licenses and/or certificates required by law and regulations to provide the services required.
- 5.5. 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.
- 5.6. Contractor Designated Liaison: The Contractor shall designate a representative to act as a liaison between the Contractor and the Department for the duration of the Contract and any renewals thereof. The Contractor shall, within five (5) days after the award of the Contract: submit a written identification and notification to NH Department of Corrections of the name, title, address, telephone number, fax number and e-mail address of one (1) individual within its organization as a duly authorized representative to whom all correspondence, official notices and requests related to the Contractor's performance under the Contract.
- 5.6.1. 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.
- 5.6.2. 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.
- 5.6.3. Changes of the named Liaison by the Contractor must be made in writing and forwarded to: NH Department of Corrections, NH Department of Corrections, Director of Medical & Forensic Services, or designee, P.O. Box 1806, Concord, NH 03302.

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

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

- 5.7. Contractor Liaison's Responsibilities: Contractor's Liaison shall be responsible for:
- 5.7.1. Representing the Contractor on all matters pertaining to the Contract and any renewals thereof. Such a representative shall be authorized and empowered to represent the Contractor regarding all aspects of the Contract and any renewals thereof;
  - 5.7.2. Monitoring the Contractor's compliance with the terms of the Contract and any renewals thereof;
  - 5.7.3. 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 any renewals thereof; and
  - 5.7.4. Meeting with representatives of NH Department of Corrections on a periodic or as-needed basis to resolve issues which may arise.
- 5.8. NH Department of Corrections Contract Liaison Responsibilities: The NH Department of Corrections, Director of Medical & Forensic Services, or designee, shall act as liaison between the Contractor and NH Department of Corrections for the duration of the Contract and any renewals thereof. NH Department of Corrections reserves the right to change its representative, at its sole discretion, during the term of the Contract, and shall provide the Contractor with written notice of such change. NH Department of Corrections representative shall be responsible for:
- 5.8.1. Representing the 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;
  - 5.8.2. Monitoring compliance with the terms of the Contract;
  - 5.8.3. 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;
  - 5.8.4. Meeting with the Contractor's representative on a periodic or as-needed basis and resolving issues which arise; and
  - 5.8.5. Informing the Contractor of any discretionary action taken by NH Department of Corrections pursuant to the provisions of the Contract.
- 5.9. Reporting Requirements: The NH Department of Corrections shall, at its sole discretion:
- 5.9.1. Request the Contractor to provide proof of any and all permits to perform Outpatient Renal Hemodialysis Services as required by authorities having local, state and/or federal jurisdiction at any time during the life of the Contract and any renewals thereof;
  - 5.9.2. Monthly summary of services provided by facility, patient name, patient number, and services provided at a minimum and;
  - 5.9.3. Any information requested by the NH Department of Corrections; and
  - 5.9.4. Reports and/or information requests shall be forwarded to NH Department of Corrections, Division Director, Medical and Forensic Services, or designee, P.O. Box 1806, Concord, NH 03302.
- 5.10. Performance Evaluation: The NH Department of Corrections shall, at its sole discretion, monitor and evaluate the Contractor's compliance with the Terms and Conditions and adherence to the Scope of Services of the Contract for the life of the Contract and any renewals thereof.
- 5.11. Performance Measures: The NH Department of Corrections shall, at its sole discretion:
- 5.11.1. Inform the Contractor of any dissatisfaction with the Contractor's performance and include requirements for corrective action;

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

- 5.11.2. Terminate the Contract, if the NH Department of Corrections determines that the Contractor is:
  - a.) Not in compliance with the terms of the Contract;
  - b.) Has lost or has been notified of intention to lose their certification/licensure/permits; and
  - c.) Terminate the contract as otherwise permitted by law.
- 5.11.3. Review reports submitted by the Contractor. NH Department of Corrections shall determine the acceptability of the reports. If the reports are not deemed acceptable, the NH Department of Corrections shall notify the Contractor and explain the deficiencies; and
- 5.11.4. 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 any renewals thereof.

**6. Other Contract Provisions:**

- 6.1. 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.
  - 6.1.1. 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, or;
    - b.) As otherwise permitted by law or as stipulated within this Contract.
- 6.2. Coordination of Efforts: The Contractor shall fully coordinate the activities to 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 the NH Department of Corrections as requested by the Department throughout the effective period of the Contract.

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

- 7.1. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Contractor shall notify the NH Department of Corrections immediately.
- 7.2. 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.

**8. Embodiment of the Contract:**

- 8.1. The Contract between the NH Department of Corrections and the Contractor shall consist of:
  - 8.1.1. Negotiated document (Contract) and amendments agreed to by and between the parties that is ratified by a "meeting of the minds" after careful consideration of all of the terms and conditions and that which is approved by the Governor and Executive Council of the State of New Hampshire.
- 8.2. The NH Department of Corrections reserves the right to clarify any contractual relationship in writing with the concurrence of the Contractor, and such written clarification shall govern in case of conflict with the applicable requirements and may require an Amendment to the Contract requiring approval by the Governor and Executive Council.

**9. Cancellation of Contract:**

- 9.1. 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.
- 9.2. 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.
- 9.3. 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.
- 9.4. The NH Department of Corrections reserves the right to cancel this Contract for the convenience of the State with no penalties by giving the Contractor sixty (60) days' notice of said cancellation.

**10. Audit Requirement:**

Contractor agrees to comply with any recommendations arising from periodic audits on the performance of this contract, providing they do not require any unreasonable hardship, which would normally affect the value of the Contract. The NH Department Corrections reserves the right to have financial audits conducted by the Department or a third party.

**11. Information:**

- 11.1. In performing its obligations under the Contract, the Contractor may gain access to information of the patients, including confidential information or Patient Health Information (PHI). The Contractor shall not use information developed or obtained during the performance of, or acquired or developed by reason of the Contract, except as is directly connected to and necessary for the Contractor's performance under the Contract.
- 11.2. The Contractor agrees to maintain the confidentiality of and to protect from unauthorized use, disclosure, publication, reproduction and all information of the patient that becomes available to the Contractor in connection with its performance under the Contract.
- 11.3. In the event of unauthorized use or disclosure of the patient's information, the Contractor shall immediately notify the NH Department of Corrections.
- 11.4. All material developed or acquired by the Contractor, as a result of work under the Contract shall become the property of the State of New Hampshire. No material or reports prepared by the Contractor shall be released to the public without the prior written consent of NH Department of Corrections.
- 11.5. All financial, statistical, personnel and/or technical data supplied by NH Department of Corrections to the Contractor are confidential. The Contractor is required to use reasonable care to protect the confidentiality of such data. Any use, sale or offering of this data in any form by the Contractor, or any individual or entity in the Contractor's charge or employ, will be considered a violation of this Contract and may result in contract termination. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

**12. Public Records:**

NH RSA 91-A guarantees access to public records. As such, all responses to a competitive solicitation are public records unless exempt by law. Any information submitted as part of a bid in response to this Request for Proposal or Request for Bid (RFB) or Request for Information (RFI) may be subject to public disclosure under RSA 91-A, <http://www.gencourt.state.nh.us/rsa/html/VI/91-A/91-A-mrg.htm>. In addition, in accordance with RSA 9-F:1, <http://www.gencourt.state.nh.us/rsa/html/I/9-F/9-F-1.htm>, any contract entered into as a result of this

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

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

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

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

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

**13. Contractor Personnel:**

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

**14. Notification to the Contractor:**

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

**15. Prison Rape Elimination Act (PREA) of 2003:**

Contractor shall comply with the Prison Rape Elimination Act (PREA) of 2003 (Federal Law 42 U.S.C.15601 et. seq.), with all applicable Federal PREA standards, and with all State policies and

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

standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within facilities/programs/offices owned, operated, or contracted. Contractor acknowledges that, in addition to self-monitoring requirements, the State will conduct compliance monitoring of PREA standards which may require an outside independent audit.

**16. Administrative Rules, Departmental PPD's and Regulatory Compliance:**

Contractor shall comply with any applicable NH Department of Corrections Administrative Rules, Policies, Regulations and Policy and Procedure Directives (PPD's), Prison Rape Elimination Act (PREA) of 2003, Health Insurance Portability and Accountability Act (HIPAA), State RSA's located as a separate link: [http://www.nh.gov/nhdoc/business/rfp\\_bidding\\_tools.htm](http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm) and any Federal regulations.

**17. Subcontractors:**

If your organization plans to utilize subcontractors for any portion of the services, said subcontractors shall meet all requirements described in this Contract and shall require prior approval by the NH Department of Corrections.

**18. Licenses, Permits and/or Certifications:**

Contractor shall ensure and maintain all the necessary licenses, permits and/or certifications required by Federal, State, County and Municipal laws, ordinances, rules and regulations at the inception of the Contract and for the life of the Contract and any renewals thereof. The Contractor shall notify the NH Department of Corrections immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain required licenses, permits and/or certifications may result in immediate termination of Contract.

**19. Special Notes:**

- 19.1. The headings and footings of the sections of this document are for convenience only and shall not affect the interpretation of any section.
- 19.2. The NH Department of Corrections reserves the right to require use of a third party administrator during the life of the Contract and any renewals thereof.
- 19.3. 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 NH Department of Corrections and the Contractor.
- 19.4. 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:
  - 19.4.1. Give the Contractor fourteen (14) days written notice of the proposed change; and
  - 19.4.2. Secure the contractor's written agreement to the proposed changes.
- 19.5. Additional Contractor renal dialysis facility locations, other than the Contractor's primary location, that have different and Tax ID numbers, may result in additional contract(s) and shall be at the sole discretion of the NH Department of Corrections upon mutual agreement of the parties and approval of the Governor and Executive Council (G&C).
- 19.6. Notwithstanding the foregoing, or any provision of this Agreement to the contrary, in no event shall changes to facilities be allowed that modify the "Completion Date" or Price Limitation" of the Agreement.
- 19.7. The Contractor must be equipped to provide accessible access to services as per the American's with Disabilities Act and the Governor's Commission on Disability.
- 19.8. Any change in the Contract including the Contractor responsibilities and NH Department of Corrections responsibilities described herein, whether by modification, amendment and or

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

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

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.

- 19.9. Contractor shall provide, for the life of the Contract and any renewals thereof, the minimum General Liability coverage to be no less than \$1,000,000.00 per each occurrence and \$2,000,000.00 general aggregate.
- 19.10. Contractor shall name the State of New Hampshire as additionally insured for the life of the Contract and any renewals thereof.
- 19.11. Contractor shall provide, for the life of the Contract and any renewals thereof, proof of Workers' Compensation and Employers' Liability Insurance.
- 19.12. Contractor shall provide proof and identify limits and expiration dates of General Liability, Excess Umbrella Liability coverage, Workers' Compensation and Employer's Liability, Professional Liability, Malpractice Liability and Business Owners Policy (if applicable).

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

**1. Fee Structure for Outpatient Renal Hemodialysis Services:**

- 1.1. Outpatient Renal Hemodialysis services shall be based on a flat fee, all-inclusive rate per treatment/claim.
  - 1.1.1. Pursuant to amended RSA 623-C:2, effective July 1, 2015, I. to read as follows: “(a) *Except as provided in subparagraphs (b) through (f), the State Department of Corrections or its agent shall pay health care facilities licensed pursuant to RSA 151 no more than 110 percent of the Medicare allowable rate for inpatient, outpatient, or emergency room care provided for prisoners in state correctional facilities.*” In this chapter, health care facilities mean ambulatory and specialty-medical services centers licensed under RSA 151, and shall include, but not be limited to: surgical, rehabilitation, long term, oncology, and dialysis centers, but shall not include physician practices and community health care clinics.
  - 1.1.2. Pursuant to amended RSA 623-C:2, effective July 1, 2015 I. to read as follows: “(e) *The Commissioner of the State Department of Corrections may waive the application of the subparagraph (a) if the Commissioner determines such action is necessary to ensure prisoner access to medically necessary care.*”
  - 1.1.3. For the purpose of this Contract, the Commissioner shall waive the application of subparagraph (a), pursuant to amended RSA 623-C:2, effective July 1, 2015, to ensure prisoner access to medically necessary care.
- 1.2. UB-04 Billing Claim form shall be used for each individual patient submission for payment of services rendered and identifies the flat fee rate per treatment/claim throughout the term of the Contract and any renewals thereof.
- 1.3. For optional renewals extending the term of the Contract, the flat fee, all-inclusive rate per treatment/claim may be adjusted reflecting corresponding percentage increases based on the most recently published Boston-Cambridge-Newton, Medical Consumer Price Index (BCNCPI).

**2. Outpatient Renal Hemodialysis Fee Rate:**

Contractor’s flat fee, all inclusive, rate shall be identified as the Contractor’s Facility Rate in the table, below.

<i>Contractor’s Facility Rate</i>	
a.	Contractor’s Facility Rate \$ 325.00 (all-inclusive rate)

**3. Method of Payment:**

- 3.1. Services are to be invoiced within thirty (30) days of the date of service.
- 3.2. The Outpatient Renal Hemodialysis per session service/treatment rate shall be based on the Contractor’s Facility Rate.
- 3.3. All claims remitted for payment for each session service/treatment shall be submitted on a UB-04 Billing Claim Form that includes and clearly identifies the Contractor’s Facility Rate.
- 3.4. UB-04 Billing Claim Forms shall be sent to the NH Department of Corrections, Bureau of Financial Services, P.O. Box 1806, Concord, NH 03302-1806.
- 3.5. CMS UB-04 Billing Claim Form will be reviewed and approved for processing and issuance of payment by the NH Department of Corrections Bureau of Financial Services.

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

- 3.6. The NH Department of Corrections Bureau of Financial Services may issue payment to the Contractor within thirty (30) days of receipt of an approved claims form. Claims forms not submitted in the appropriate format or deemed to contain billing errors will result in payment suspension until the claims form is deemed correct.
- 3.7. 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.
- 3.8. For contracting purposes, the State's Fiscal Calendar Year starts on July 1st and ends on June 30<sup>th</sup> of the following year. For budgeting purposes, year one of the Contract shall end on June 30, 2019.

**4. Appropriation of Funding:**

The Contractor shall agree that the funds expended for the purposes of the Contract must be appropriated by the General Court of the State of New Hampshire for each State Fiscal Year included within the Contract period. Therefore, the Contract shall automatically terminate without penalty or termination costs if such funds are not fully appropriated.

- 4.1. In the event that funds are not fully appropriated for the Contract, the Contractor shall not prohibit or otherwise limit NH Department of Corrections the right to pursue and contract for alternate solutions and remedies as deemed necessary for the conduct of State government affairs.
- 4.2. These requirements state in this paragraph shall apply to any amendments, thereof, or the execution of any option to extend the Contract.

**5. Location of Services and Contact Information:**

If the Contractor has multiple renal dialysis service facility locations in different geographic locations within the State of NH and is structured with different Tax ID numbers that can provide the requested Outpatient Renal Hemodialysis Services, primary and secondary location of service information is identified in the tables below.

- 5.1. Primary location and contact information for Outpatient Renal Hemodialysis Services:

<b>Location of Services</b>	
Name of Location: Bio-Medical Applications of New Hampshire, Inc.	
Street: 248 Pleasant Street, Pillsbury Bldg, Suite G400	
City: Concord	State: NH Zip Code: 03301
Web: <a href="http://www.freseniuskidneycare.com">www.freseniuskidneycare.com</a>	Tax ID # 04-2944527
<b>Contact Information for Location</b>	
Name: Tracey Valles	Title: Clinic Manager
E-Mail:	
Phone #: ( 603 ) 224 - 9996	Fax #: ( 603 ) 224 - 4896

- 5.2. Secondary location(s) and contact information for Outpatient Renal Hemodialysis Services:

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

Location of Services	
Name of Location: Bio-Medical Applications of Manchester, Inc. d/b/a Manchester Kidney Center	
Street: 1750 Elm Street, Suite 100	
City: Manchester	State: NH Zip Code: 03104
Web: www.freseniuskidneycare.com	Tax ID # 04-2969816
Contact Information for Location	
Name: Elisha Perkins	Title: Clinic Manager
E-Mail:	
Phone #: (603 ) 647 - 4042	Fax #: ( 603 ) 641 - 0359

- 5.3. Secondary location and contact information may be used by the NH Department of Corrections to establish additional Contract(s), using the alternative location, contingent upon:
- 5.3.1. Contractor shall comply with all requirements of the primary Contract for a secondary location contract for Outpatient Renal Hemodialysis Services using the same Fee structure (Contractor's Facility Rate) as identified in the primary Contract and any renewals thereof.
  - 5.3.2. The NH Department of Corrections at its sole discretion determines the need for additional renal dialysis service contract(s) due the geographic location of the Contractor's facility and geographic location of the housed patient requiring Outpatient Renal Hemodialysis Services;
  - 5.3.3. NH Department of Corrections has funds appropriated for additional Contract(s); and
  - 5.3.4. Upon mutual agreement of the Commissioner of the NH Department of Corrections and the Contractor and approval by the Governor and Executive Council.

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**Special Provisions, Exhibit C**

**1. Special Provisions:**

1. Amend section 14, Insurance, by modifying 14.3 of the P-37, 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.

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# 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 BIO-MEDICAL APPLICATIONS OF NEW HAMPSHIRE, INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on December 31, 1986. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 104477

Certificate Number : 0004108459



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 14th day of June A.D. 2018.

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

William M. Gardner  
Secretary of State

## Business Information

### Business Details

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Business Name:	BIO-MEDICAL APPLICATIONS OF NEW HAMPSHIRE, INC.	Business ID:	104477
Business Type:	Foreign Profit Corporation	Business Status:	Good Standing
Business Creation Date:	12/31/1986	Name in State of	BIO-MEDICAL APPLICATIONS
Date of Formation in Jurisdiction:	12/31/1986	Incorporation:	OF NEW HAMPSHIRE, INC.
Principal Office Address:	920 WINTER ST, WALTHAM, MA, 02451, USA	Mailing Address:	920 Winter Street, Waltham, MA, 02451, USA
Citizenship / State of Incorporation:	Foreign/Delaware		
		Last Annual Report Year:	2018
		Next Report Year:	2019
Duration:	Perpetual		
Business Email:	WYNELLE.SCENNA@FMC-NA.COM	Phone #:	NONE
Notification Email:	NONE	Fiscal Year End Date:	NONE

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### Principal Purpose

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S.No	NAICS Code	NAICS Subcode
1	OTHER / FACILITIES, EQUIPMENT AND SUPPLIES FOR KIDNEY DIALYSIS TREATMENTS	

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Page 1 of 1, records 1 to 1 of 1

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**Statement of Attestation**

I, Karen Gledhill , hereby certify that I am duly elected VP and Secretary for  
(Name)

Bio-Medical Applications of New Hampshire, Inc. a for profit corporation duly organized and in good standing in the State of Delaware; and that That Lynne Bamford, Regional VP has the authority to execute legally binding  
(Name and Title)  
documents on behalf of Bio-Medical Applications of New Hampshire, Inc. in connection with certain contracted services with the State of New Hampshire, acting through the NH Department of Corrections and that such authority is in full force and effect as of June 21, 2018, the date of the execution of the Certificate of Authority, and has not been amended or repealed and remains in full force and effect as of the date, June 22, 2018, of the Form P-37, (version 5/8/15) was executed by Lynne Bamford, Regional VP.

I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation.



DATED: July 11, 2018

ATTEST: \_\_\_\_\_  
(Name and Title)  
General Counsel and SVP

**Certificate of Authority # 1**

*(Corporation of LLC- Non-specific, open-ended)*

**Corporate Resolution**

I, Karen Gledhill, hereby certify that I am duly elected Clerk/Secretary of  
*(Name)*

Bio-Medical Applications of New Hampshire, Inc. I hereby certify the following is a true copy of a  
*(Name of Corporation or LLC)*

vote taken at a meeting of the Board of Directors/shareholders, duly called and held on June  
*(Month)*

21, 20 18 at which a quorum of the Directors/shareholders were present and voting.  
*(Day) (Year)*

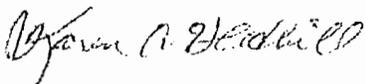
**VOTED:** That Lynne Bamford, Regional VP (may list more than one person) is duly authorized to

enter into contracts or agreements on behalf of Bio-Medical Applications of New Hampshire, Inc. with  
*(Name of Corporation or LLC)*

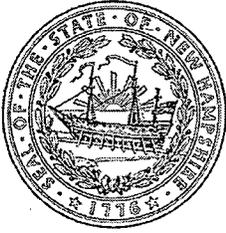
the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

**DATED:** 6/21/18

**ATTEST:**   
*(Name and Title)*

Karen Gledhill, Sr. VP and Secretary



# State of New Hampshire

## Department of State

### 2017 ANNUAL REPORT

Filed
Date Filed: 3/22/2017
Effective Date: 3/22/2017
Business ID: 104477
William M. Gardner
Secretary of State

BUSINESS NAME: <b>BIO-MEDICAL APPLICATIONS OF NEW HAMPSHIRE, INC.</b>
BUSINESS TYPE: <b>Foreign Profit Corporation</b>
BUSINESS ID: <b>104477</b>
CITIZENSHIP: <b>Foreign</b>
STATE OF INCORPORATION: <b>Delaware</b>

CURRENT PRINCIPAL OFFICE ADDRESS	CURRENT MAILING ADDRESS
<b>920 WINTER ST WALTHAM, MA, 02451, USA</b>	<b>920 Winter Street Waltham, MA, 02451, USA</b>

REGISTERED AGENT AND OFFICE
REGISTERED AGENT: <b>C T Corporation System</b>
REGISTERED AGENT OFFICE ADDRESS: <b>9 CAPITOL STREET CONCORD, NH, 03301, USA</b>

PRINCIPAL PURPOSE(S)	
NAICS CODE	NAICS SUB CODE
<b>OTHER / FACILITIES, EQUIPMENT AND SUPPLIES FOR KIDNEY DIALYSIS TREATMENTS</b>	

OFFICER / DIRECTOR INFORMATION		
NAME	BUSINESS ADDRESS	TITLE
<b>Joe Ruma</b>	<b>920 Winter St, Waltham, MA, 02451, USA</b>	<b>Vice President</b>
<b>Mark Fawcett</b>	<b>920 Winter St, Waltham, MA, 02451, USA</b>	<b>Vice President</b>
<b>MARK KEHOE</b>	<b>920 WINTER ST, Waltham, MA, 02451, USA</b>	<b>Vice President</b>
<b>MARK DONATI</b>	<b>920 WINTER ST, Waltham, MA, 02451, USA</b>	<b>Vice President</b>
<b>RYAN VALLE</b>	<b>920 WINTER ST, Waltham, MA, 02451, USA</b>	<b>Vice President</b>
<b>KAREN GLEDHILL</b>	<b>920 WINTER ST, Waltham, MA, 02451, USA</b>	<b>Secretary</b>
<b>Mark Fawcett</b>	<b>920 Winter St, Waltham, MA, 02451, USA</b>	<b>Treasurer</b>
<b>Wayne Simmons</b>	<b>920 Winter St, Waltham, MA, 02451, USA</b>	<b>Other</b>
<b>Bryan Mello</b>	<b>920 Winter St, Waltham, MA, 02451, USA</b>	<b>Other</b>
<b>Maria Notar</b>	<b>920 Winter Street, Waltham, MA, 02451, USA</b>	<b>Other</b>
<b>SAURABH TRIPATHI</b>	<b>920 WINTER ST, Waltham, MA, 02451, USA</b>	<b>Other</b>
<b>THOMAS BROUILLARD</b>	<b>920 WINTER ST, Waltham, MA, 02451, USA</b>	<b>Other</b>
<b>JULIE HAWKINS</b>	<b>920 WINTER ST, Waltham, MA, 02451, USA</b>	<b>Other</b>
<b>William J Valle</b>	<b>920 Winter St, Waltham, MA, 02451, USA</b>	<b>Director</b>
<b>RONALD RODGERS</b>	<b>920 WINTER ST, Waltham, MA, 02451, USA</b>	<b>Director</b>
<b>WILLIAM VALLE</b>	<b>920 WINTER ST, Waltham, MA, 02451, USA</b>	<b>Director</b>



AGENCY CUSTOMER ID: 347600

LOC #: New York



# ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Marsh USA, Inc.		NAMED INSURED FRESENIUS MEDICAL CARE HOLDINGS, INC. AND THEIR SUBSIDIARIES AND DIVISIONS 920 WINTER STREET WALTHAM, MA 02451	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

## ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

PROFESSIONAL LIABILITY  
CONTINENTAL CASUALTY COMPANY  
POLICY NUMBER: CCP 2095784383 (Canada)  
POLICY PERIOD: 10/1/2017 - 10/1/2018  
LIMITS:  
PER OCCURRENCE \$1,000,000  
AGGREGATE \$3,000,000

**STATEMENT OF OWNERSHIP  
BIO-MEDICAL APPLICATIONS OF NEW HAMPSHIRE, INC.  
FEIN: 04-2944527**

**DIRECTORS**

William J. Valle, CEO, [REDACTED]  
 Ronald H. Rodgers, President, [REDACTED]

**OFFICERS**

William J. Valle, CEO, [REDACTED]  
 Ronald H. Rodgers, President, [REDACTED]  
 Karen A. Gledhill, Senior Vice President & Secretary, [REDACTED]  
 Bryan H. Mello, Assistant Treasurer, [REDACTED]  
 Julie E. Hawkins, Assistant Secretary, [REDACTED]  
 Wayne R. Simmons, COO, East Division, [REDACTED]  
 Mark Kehoe, Senior Vice President, [REDACTED]  
 Mark Fawcett, Vice President and Treasurer, [REDACTED]  
 Thomas Brouillard, Assistant Treasurer, [REDACTED]  
 Saurebh Tripathi, CFO, [REDACTED]  
 Ryan Valle, Vice President, [REDACTED]

Direct Owner	Ownership %	FEIN	Address
Bio Medical Applications Management Co, Inc. ("BMA")	100%	22-1948461	920 Winter Street Waltham, MA 02451-1457

In-Direct Owners:	FEIN	Address
National Medical Care, Inc.	04-2835488	920 Winter Street Waltham, MA 02451-1457
Fresenius Medical Care Holdings, Inc.	13-3461988	920 Winter Street Waltham, MA 02451-1457
Fresenius Medical Care North America Holdings Limited Partnership	98-0487511	920 Winter Street Waltham, MA 02451-1457
Fresenius Medical Care Beteiligungsgesellschaft mbH	20-0977708	920 Winter Street Waltham, MA 02451-1457
Fresenius Medical Care AG & Co. KGaA	04-3534941	920 Winter Street Waltham, MA 02451-1457

\* Each subsequent in-direct owner is the parent of the prior in-direct owner  
 Revised 6/6/2018

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

**Comprehensive General Liability Insurance Acknowledgement Form**

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

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

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

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

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

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

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

\$ \_\_\_\_\_ Per Claim    \$ 1,000,000 Per Incident/Occurrence    \$ 3,000,000 General Aggregate

Lynne Bamford, Regional Vice President  
Signature & Title

6/22/18  
Date

This acknowledgement must be returned with your proposal.

*RB*

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.

Lynne Bamford  
Name

Lynne Bamford  
Signature

6/22/18  
Date

Veronica A. Griffin  
Witness Name

[Signature]  
Signature

6/22/18  
Date

SB

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, polices and procedures of the Department of Corrections and the State of New Hampshire.

Lynne Bamford  
Name

Lynne Bamford  
Signature

6/22/18  
Date

Veronica A. Griffin  
Witness Name

Veronica A. Griffin  
Signature

6/22/18  
Date

JA

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.

Lynne Bamford  
Name

Lynne Bamford  
Signature

6/22/18  
Date

Veronica A. Griffin  
Witness Name

Veronica A. Griffin  
Signature

6/22/18  
Date



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

**Helen E. Hanks  
Commissioner**

**Robin Maddaus  
Director**

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

**PRISON RAPE ELIMINATION ACT  
ACKNOWLEDGEMENT FORM**

The Prison Rape Elimination Act (PREA) of 2003 (with Final Rule August 2012) is a federal law established to address the elimination and prevention of sexual assault and sexual harassment within correctional systems and detention facilities. This Act applies to all correctional facilities, including prisons, jails, juvenile facilities and community corrections residential facilities. PREA incidents involve the following conduct:

- Resident-on-resident sexual assault
- Resident-on-resident abusive sexual contact
- Staff sexual misconduct
- Staff sexual harassment, assault of a resident

The act aimed to curb prison rape through a “zero-tolerance” policy, as well as through research and information gathering. The NH Department of Corrections has zero tolerance relating to the sexual assault/rape of offenders and recognizes these offenders as crime victims. Due to this recognition and adherence to the federal Prison Rape Elimination Act (PREA) of 2003, the NH Department of Corrections extends the “zero tolerance” to the following:

- Contractor/subcontractor misconduct
- Contractor/subcontractor harassment, assault of a resident

As a Contractor and/or Subcontractor of the NH Department of Corrections, I acknowledge that I have been provided information on the Prison Rape Elimination Act of 2003 Public Law 108-79—Sept. 4, 2003 and have been informed that as a Contractor and/or Subcontractor of the NH Department of Corrections, sexual conduct between Contractor and/or Subcontractor and offenders is prohibited. Sexual harassment or sexual misconduct involving an offender can be a violation of NH RSA 632-A:2, 632-A:3 and 632-A:4, Chapter 632-A: Sexual Assault and Related Offenses, and result in criminal prosecution.

As a Contractor and/or Subcontractor of the NH Department of Corrections, I understand that I shall inform all employees of the Contractor and/or Subcontractor to adhere to all policies concerning PREA, RSA 632-A:2, RSA 632-A:3, RSA 632-A:4 and departmental policies including NHDOC PPD 5.19 - PREA; NHDOC Administrative Rules, Conduct and Confidentiality Information regarding my conduct, reporting of incidents and treatment of those under the supervision of the NH Department of Corrections. (Ref. RSA Chapter 632-A, NHDOC PPD 5.19 and Administrative Rules, Rules of Conduct for Persons Providing Contract Services, Confidentiality of Information Agreement).

Name (print): Lynne Bamford Date: 6/22/18  
(Name of Contract Signatory)

Signature: Lynne Bamford  
(Signature of Contract Signatory)

**NH DEPARTMENT OF CORRECTIONS**  
**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

**(1) Definitions**

- a. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- b. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- c. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- d. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.
- e. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- f. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- g. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- h. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- i. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- j. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- k. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time.

**(2) Use and Disclosure of Protected Health Information**

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:

- (i) for the proper management and administration of the Business Associate;
- (ii) as required by law, pursuant to the terms set forth in paragraph d. below; or
- (iii) for data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to immediately notify Business Associate of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions on the uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

**(3) Obligations and Activities of Business Associate**

a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, of which it becomes aware, within two (2) business days of becoming aware of such unauthorized use or disclosure or security incident.

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

c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be

receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.

e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

**(4) Obligations of Covered Entity**

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

**(5) Termination for Cause**

In addition to standard provision #10 of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

**(6) Miscellaneous**

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

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

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

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

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

UH Department of Correction  
State of New Hampshire Agency Name

Bio-Medical Applications of UH, Inc  
Contractor Name

Helen E. Hanks  
Signature of Authorized Representative

Lynne Bamford  
Contractor Representative Signature

Helen E. Hanks  
Authorized DOC Representative Name

Lynne Bamford  
Authorized Contractor Representative Name

Commissioner  
Authorized DOC Representative Title

Regional Vice President  
Authorized Contractor Representative Title

7/12/18  
Date

4/22/18  
Date



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
OFFICE OF LEGAL AND REGULATORY SERVICES  
HEALTH FACILITIES ADMINISTRATION  
129 PLEASANT STREET, CONCORD, NH 03301  
**ANNUAL LICENSE CERTIFICATE**

Under provisions of New Hampshire Revised Statutes Annotated Chapter RSA 151, this annual license certificate is issued to:

Name: NEW HAMPSHIRE KIDNEY CENTER  
Located at: 248 PLEASANT STREET #G-400  
CONCORD NH 03301

To Operate: End-Stage Renal Dialysis

This annual license certificate is effective under the conditions and for the period stated below:

License#: 02414

Effective Date: 11/01/2017

Expiration Date: 10/31/2018

Administrator: TRACEY VALLES, RN

1.

Comments:

1. CRIM WAIVER 811.18(b)(1) & 811.18(b)(3)

ESRD Stations: 16

Chief Legal Officer

Change of Address must be reported in writing to:  
New Hampshire Board of Medicine  
121 South Fruit Street - STE 301  
Concord, NH 03301-2414 (Chapt. 329-161)

State of New Hampshire  
BOARD OF MEDICINE

JOHN P SIA, MD

License #: [REDACTED]

Issued: 01/06/2016

JOHN P SIA, MD  
NEPHROLOGY ASSOC PA  
248 PLEASANT ST - PILLSBURY BLDG - STE G300  
CONCORD NH 03301



has been duly registered to practice medicine  
in this state through 06/30/2020

President

*Emily R Baker*

Change of Address must be reported in writing to:  
New Hampshire Board of Medicine  
121 South Fruit Street - STE 301  
Concord, NH 03301-2414 (ChapL 329-151)

State of New Hampshire  
BOARD OF MEDICINE

OLGA CHARLAT, MD

OLGA CHARLAT, MD  
248 PLEASANT ST  
STE G300  
CONCORD NH 03301

License #: [REDACTED]

Issued: 7/7/1999

has been duly registered to practice medicine  
in this state through

6/30/2019



President

*Michael Bars, M.D.*