

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF CORRECTIONS  
DIVISION OF ADMINISTRATION  
P.O. BOX 1806  
CONCORD, NH 03302-1806  
603-271-5610 FAX: 888-908-6609  
TDD ACCESS: 1-800-735-2964  
www.nh.gov/nhdod

HELEN E. HANKS  
COMMISSIONER

JONATHAN K. HANSON  
DIRECTOR

MLC  
40

July 8, 2022

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 (NHDOD) to enter into a **Sole-Source** contract with Bio-Medical Applications of New Hampshire, Inc. (VC # 174585), 248 Pleasant Street, Suite G400, Concord, NH 03301 in the amount of \$355,680.00, for the provision of Outpatient Renal Hemodialysis services, with the option to renew for one (1) additional period of up to two (2) years, effective upon Governor and Executive Council approval through June 30, 2025. 100% General Funds.

Funds are available in the following account for State Fiscal Year 2023 and are anticipated to be available in Fiscal Year 2024 and 2025, upon the continued appropriation of funds in the future operating budget with the authority to adjust encumbrances between fiscal years within the price limitation throughout the Budget Office, if needed and justified.

This contract is available in account, Medical-Dental: 02-46-46-465010-82340000-101-500729

Bio-Medical Applications of New Hampshire, Inc.

Account	Description	FY 2023	FY 2024	FY 2025	Total
02-46-46-465010-82340000-101-500729	Medical-Dental	\$118,560.00	\$118,560.00	\$118,560.00	\$355,680.00
Total Contract Amount					\$355,680.00

### EXPLANATION

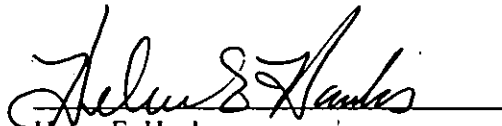
This contract is **sole-source**, as Fresenius Medical Care is the lead provider of hemodialysis treatment services operating nineteen subsidiaries across the State of NH to include Bio-Medical Applications of New Hampshire, Inc. of Concord, NH. Contracting with Bio-Medical Applications of New Hampshire, Inc. and regional subsidiaries of Fresenius Medical Care will provide greater access of 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. Causes of chronic renal failure can be long-term chemical dependency or substance abuse, long-term diabetes or co-morbidity of illnesses. Other, uncommon causes include hereditary/congenital diseases.

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. Currently, the NHDOC has one (1) patient receiving hemodialysis treatment services.

Hemodialysis treatment requires dialysis to be performed three (3) times a week, 156 treatments per patient, per year. The contracted rate per treatment is a flat fee, all-inclusive rate of \$380.00 for an annual treatment cost of \$59,280.00 per patient. Forecasting the use of dialysis services is challenging and unpredictable. The Department is estimating the need of dialysis services for up to two (2) patients per State Fiscal year for an annual cost of \$118,560.00, making the total cost of this Agreement \$355,680.00.

Respectfully Submitted,




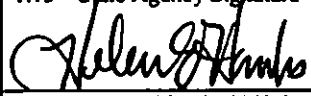
Helen E. Hanks  
Commissioner

**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 03302	
1.3 Contractor Name Bio-Medical Applications of New Hampshire, Inc.		1.4 Contractor Address 248 Pleasant Street, Suite G400 Concord, NH 03301	
1.5 Contractor Phone Number (800) 221-9253	1.6 Account Number 02-46-46-465010-82340000- 101-500729	1.7 Completion Date June 30, 2025	1.8 Price Limitation \$355,680.00
1.9 Contracting Officer for State Agency Helen Hanks, Commissioner		1.10 State Agency Telephone Number (603) 271-5603	
1.11 Contractor Signature  Date: 6/22/2022		1.12 Name and Title of Contractor Signatory Jesse Truitt Regional Vice President of N.E.	
1.13 State Agency Signature  Date: 7/11/2022		1.13 Name and Title of State Agency Signatory Helen E. Hanks Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)  By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)  By: <u>Takmina Rakhmatova</u> On: <u>7/12/2022</u>			
1.17 Approval by the Governor and Executive Council (if applicable)  G&C Item number: _____ G&C Meeting Date: _____			

**2. 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 B 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 1.17, 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 1.13 ("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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

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

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

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

## 8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

## 9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

## 10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial 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 or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

#### 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. The 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. 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.

17. 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.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

*Outpatient Renal Hemodialysis Services Agreement  
Bio-Medical Applications of New Hampshire, Inc.  
248 Pleasant Street, Suite G400  
Concord, NH 03301*

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## Table of Contents

<b>EXHIBIT A.....</b>	<b>3</b>
<b>SPECIAL PROVISIONS.....</b>	<b>3</b>
1. Section 14. Insurance (P-37, v. 12/11/2019) .....	3
<b>EXHIBIT B.....</b>	<b>3</b>
<b>SCOPE OF SERVICES.....</b>	<b>3</b>
1. Purpose .....	3
2. Terms of Contract.....	3
3. Population Served .....	3
4. Minimum Required Services: .....	4
5. General Service Provisions.....	7
6. Administrative Rules, Policies, Regulations and Policy and Procedure Directives .....	7
7. Prison Rape Elimination Act (PREA) of 2003.....	8
8. Protected Health Information (PHI).....	8
9. Health Insurance Portability and Accountability Act (HIPAA).....	8
10. Change of Ownership .....	9
11. Contractor Designated Liaison .....	9
12. Contractor's Designated Responsibilities .....	10
13. NH Department of Corrections Liaison Responsibilities .....	10
14. Reporting Requirements .....	10
15. Performance Evaluation.....	11
16. Performance Assessment.....	11
17. Bankruptcy or Insolvency Proceeding Notification .....	11
18. Embodiment of the Contract .....	11
19. Cancellation of Contract .....	12
20. Audit Requirement .....	12
21. Notification to the Contractor.....	12
22. Coordination of Efforts .....	12
23. Contractor Personnel.....	12
24. Subcontractors .....	12
25. Licenses, Permits and/or Certifications .....	13
26. Special Notes.....	13

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Promoting Public Safety with Respect, Professionalism, Dedication and Courage as One Team

*Outpatient Renal Hemodialysis Services Agreement  
Bio-Medical Applications of New Hampshire, Inc.  
248 Pleasant Street, Suite G400  
Concord, NH 03301*

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<b>EXHIBIT C</b> .....	14
<b>ESTIMATED BUDGET/METHOD OF PAYMENT</b> .....	14
1. Fee Structure for Outpatient Renal Hemodialysis Services.....	14
2. Outpatient Renal Hemodialysis Fee Rate.....	14
3. Method of Payment.....	14
4. Appropriation of Funding.....	15
5. Location of Services and Contact Information.....	15
6. Price Limitation.....	16



***Outpatient Renal Hemodialysis Services Agreement  
Bio-Medical Applications of New Hampshire, Inc.  
248 Pleasant Street, Suite G400  
Concord, NH 03301***

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This Agreement is between the State of New Hampshire, acting by and through the STATE OF NEW HAMPSHIRE, DEPARTMENT OF CORRECTIONS ("State" or "Department" or "NHDOC"), 105 Pleasant Street, Concord, NH 03301 and Bio-Medical Applications of New Hampshire, Inc. (VC #174585) ("Contractor"), a Delaware Foreign Profit Company, 248 Pleasant Street, Suite G400, Concord, NH 03301.

WHEREAS, the State and the Contractor have agreed for the Contractor to provide Outpatient Renal Hemodialysis Services for the NH Department of Corrections.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Agreement and set forth herein, the parties hereto agree as follows:

**EXHIBIT A  
SPECIAL PROVISIONS**

1. **Section 14. Insurance (P-37, v. 12/11/2019)**  
"To modify the Form P-37, General Provisions, Section 14. Insurance, paragraph 14.3, by changing the second to last sentence of the clause to read: "Cancellation notice by the Insurer to the Certificate Holder will be delivered in accordance with the policy provisions."

**EXHIBIT B  
SCOPE OF SERVICES**

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.
2. **Terms of Contract**  
Contract(s) awarded is anticipated to be effective upon Governor and Executive Council (G&C) approval through June 30, 2025 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":

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Promoting Public Safety with Respect, Professionalism, Dedication and Courage as One Team

**Outpatient Renal Hemodialysis Services Agreement**  
**Bio-Medical Applications of New Hampshire, Inc.**  
**248 Pleasant Street, Suite G400**  
**Concord, NH 03301**

<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.
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;

Promoting Public Safety with Respect, Professionalism, Dedication and Courage as One Team

**Outpatient Renal Hemodialysis Services Agreement**  
**Bio-Medical Applications of New Hampshire, Inc.**  
**248 Pleasant Street, Suite G400**  
**Concord, NH 03301**

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- 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 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.

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*Outpatient Renal Hemodialysis Services Agreement  
Bio-Medical Applications of New Hampshire, Inc.  
248 Pleasant Street, Suite G400  
Concord, NH 03301*

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- 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 violations(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.
- 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;

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**Outpatient Renal Hemodialysis Services Agreement**  
**Bio-Medical Applications of New Hampshire, Inc.**  
**248 Pleasant Street, Suite G400**  
**Concord, NH 03301**

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- 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.

**5. General Service Provisions**

- 5.1. Notification of Services: 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. 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.

**6. Administrative Rules, Policies, Regulations and Policy and Procedure Directives**

Contractor shall comply with any applicable NH Department of Corrections Administrative Rules, Policies, Regulations and Policy and Procedure Directives (PPD's) to include but not limited to PPD 371 (formerly 5.08): *Staff Personal Property Permitted In and Restricted from Prison Facilities*. Additional information can be located as a separate link:  
[http://www.nh.gov/nhdod/business/rfp\\_bidding\\_tools.htm](http://www.nh.gov/nhdod/business/rfp_bidding_tools.htm).

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Promoting Public Safety with Respect, Professionalism, Dedication and Courage as One Team

*Outpatient Renal Hemodialysis Services Agreement  
Bio-Medical Applications of New Hampshire, Inc.  
248 Pleasant Street, Suite G400  
Concord, NH 03301*

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**7. 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 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. Additional information can be located as a separate link:

[http://www.nh.gov/nhdod/business/rfp\\_bidding\\_tools.htm](http://www.nh.gov/nhdod/business/rfp_bidding_tools.htm).

**8. Protected Health Information (PHI)**

Contractor shall safeguard any and all PHI according to the terms of the Health Information Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments.

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.

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. In the event of unauthorized use of

or disclosure of the patient's information, the Contractor shall immediately notify the NH Department of Corrections.

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.

**9. Health Insurance Portability and Accountability Act (HIPAA)**

The Contractor 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

**Outpatient Renal Hemodialysis Services Agreement  
Bio-Medical Applications of New Hampshire, Inc.  
248 Pleasant Street, Suite G400  
Concord, NH 03301**

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New Hampshire, Department of Health and Human Services. Additional information can be located as a separate link: [http://www.nh.gov/nhdhc/business/rfp\\_bidding\\_tools.htm](http://www.nh.gov/nhdhc/business/rfp_bidding_tools.htm).

Contractor acknowledges that Correctional Institutions and other custodial facilities under HIPAA's Privacy Rule, covered entities may disclose the protected health information (PHI) of a person to the correctional or other "custodial" facility that has him/her in lawful custody. Purposes include:

- Provision of healthcare to the individual;
- The health and safety of other people incarcerated;
- The health and safety of officers or other employees of the correctional institution, or persons involved in transporting people under departmental custody; or
- other activities necessary to the "maintenance of safety, security, and good order" of such institutions.

Correctional facilities may use PHI for all the purposes for which it can be disclosed. Examples if:

- You present an immediate danger to yourself or others.
- You disclose information leading to a suspicion that a child, the elderly, or disabled is in danger of abuse or neglect. The appropriate agency must be notified.
- You disclose information relating to a threat to the security of the institution.
- Mental Health staff are presented with a court order.

An individual is no longer a person under Departmental custody when released on parole, probation, supervised release or otherwise is no longer in lawful custody.

**10. 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.

**11. Contractor Designated Liaison**

Contractor shall designate a representative to act as a liaison between the Contractor and the Department of Corrections 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 & fax number, of its organization affirming them as a duly authorized representative to whom all correspondence, official notices and requests related to the Contractor's performance under the Contract will be directed.

- 11.1. 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.
- 11.2. 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.

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Promoting Public Safety with Respect, Professionalism, Dedication and Courage as One Team

***Outpatient Renal Hemodialysis Services Agreement  
Bio-Medical Applications of New Hampshire, Inc.  
248 Pleasant Street, Suite G400  
Concord, NH 03301***

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- 11.3. Changes to the named Liaison by the Contractor must be made in writing and forwarded to NH Department of Corrections, Director of Medical and Forensic Services, or designee, P.O. Box 1806, Concord, NH 03302.

**12. Contractor's Designated Responsibilities**

Contractor's designated liaison shall be responsible for:

- 12.1. 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.
- 12.2. Monitoring the Contractor's compliance with the terms of the Contract and any renewals thereof.
- 12.3. 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 the Contract and any renewals thereof; and
- 12.4. Meeting with representatives of NH Department of Corrections on a periodic or as-needed basis to resolve issues, which may arise.

**13. NH Department of Corrections Liaison Responsibilities**

NH Department of Corrections' Commissioner, or designee, shall act as liaison between the Contractor and the NH Department of Corrections for the duration of the Contract and any renewals thereof. The 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. The NH Department of Corrections representative shall be responsible for:

- 13.1. Representing the NH Department of Corrections on all matters pertaining to the Contract. The representative shall be authorized and empowered to represent the NH Department of Corrections regarding all aspects of the Contract, subject to the approval of the Governor and Executive Council of the State of New Hampshire, where needed.
- 13.2. Monitoring compliance with the terms of the Contract.
- 13.3. Responding to all inquiries and requests related to the Contract made by the Contractor, under the terms and in the timeframes specified by the Contract.
- 13.4. Meeting with the Contractor's representative on a periodic or as-needed basis and resolving issues, which arise.
- 13.5. Informing the Contractor of any discretionary action taken by the NH Department of Corrections pursuant to the provision of the Contract.
- 13.6. Director of Medical and Forensic Services or designee may order the Contractor to take specific actions the Department deems medically or administratively appropriate.

**14. Reporting Requirements**

NH Department of Corrections shall, at its sole discretion:

- 14.1. Request the Contractor to provide proof of all licenses/certifications to perform/provide the requested Out Patient Renal Hemodialysis Services as required authorities having local, state and/or federal jurisdiction at any time during the life of the Contract and any renewals thereof.
- 14.2. 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

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Promoting Public Safety with Respect, Professionalism, Dedication and Courage as One Team



**Outpatient Renal Hemodialysis Services Agreement  
Bio-Medical Applications of New Hampshire, Inc.  
248 Pleasant Street, Suite G400  
Concord, NH 03301**

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by the Contractor shall be released to the public without the prior written consent of the NH Department of Corrections.

- 14.3. Any reports and/or information requested by the NH Department of Corrections forwarded to NH Department of Corrections, Director of Medical and Forensic Services, or designee, P.O. Box 1806, Concord, NH 03302.
- 14.4. It is the intent of the NH Department of Corrections to work with the Contractor so that the Contractor can provide any reporting requirements that meets the Department's needs.

**15. Performance Evaluation**

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.

**16. Performance Assessment**

NH Department of Corrections shall, at its sole discretion:

- 16.1. Inform the Contractor of any dissatisfaction with the Contractor's performance and include requirements for corrective action.
- 16.2. Terminate the Contract as permitted by law, if the NH Department of Corrections determines that the Contractor:
  - 16.2.1. Does not comply with the terms of the Contract.
  - 16.2.2. Has lost or has been notified of intention to lose their certification/licensure/permits.
  - 16.2.3. The Contractor shall fully coordinate the performance activities 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.

**17. Bankruptcy or Insolvency Proceeding Notification**

- 17.1. 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 must notify the NH Department of Corrections immediately.
- 17.2. 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.

**18. Embodiment of the Contract**

In the event of a conflict in language between the documents referenced below, the provisions and requirements set forth and/or referenced in the negotiated document noted in 18.1.1. and 18.1.2. shall govern. 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 stated in the Form P-37 (v. 12/11/2019) and/or Exhibit A, B & C.

**18.1. Order of Precedence:**

- 18.1.1. NH Department of Corrections Contract Agreement Form P-37 (v. 12/11/2019); and
- 18.1.2. NH Department of Corrections Exhibit A, B & C.

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Promoting Public Safety with Respect, Professionalism, Dedication and Courage as One Team

**Outpatient Renal Hemodialysis Services Agreement**  
**Bio-Medical Applications of New Hampshire, Inc.**  
**248 Pleasant Street, Suite G400**  
**Concord, NH 03301**

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**19. Cancellation of Contract**

NH 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. Should the NH Department of Corrections exercise its right to cancel the Contract, the cancellation shall become effective on the date as specified in the Notice of Cancellation sent to the Contractor.

19.1. The NH Department of Corrections reserves that right to terminate the 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.

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

**20. Audit Requirement**

Contractor agrees to comply with any recommendations arising from periodic audits on the performance of the Contract, providing that the recommendations do not require unreasonable hardship, which would normally affect the value of the Contract. In addition, give the Contractor prior notice of any on-site visit by the Department's Director of Medical & Forensic Services or its agent(s) to conduct an audit, and further notify the Contractor of any records with the Director of Medical & Forensic Services or its agents may wish to review.

**21. Notification to the Contractor**

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.

**22. 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.

**23. Contractor Personnel**

23.1. 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.

23.2. 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.

**24. 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.

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Promoting Public Safety with Respect, Professionalism, Dedication and Courage as One Team

***Outpatient Renal Hemodialysis Services Agreement  
Bio-Medical Applications of New Hampshire, Inc.  
248 Pleasant Street, Suite G400  
Concord, NH 03301***

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**25. 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.

**26. Special Notes**

- 26.1. 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.
- 26.2. 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.
- 26.3. 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:
  - 26.3.1.1. Give the Contractor fourteen (14) days written notice of the proposed change; and
  - 26.3.1.2. Secure the contractor's written agreement to the proposed changes.
- 26.4. Additional Contractor renal dialysis facility locations, other than the Contractor's primary location, that have different 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).
- 26.5. Notwithstanding the foregoing, or any provision of this Agreement to the contrary, in no event shall changes to facilities be allowed that modify the "Completion Date" or Price Limitation" of the Agreement.
- 26.6. The Contractor must be equipped to provide accessible access to services as per the Americans with Disabilities Act and the Governor's Commission on Disability.
- 26.7. Any change in the Contract including the Contractor responsibilities and NH Department of Corrections responsibilities described herein, whether by modification, amendment and or supplementation, must be accomplished by a formal Contract amendment signed and approved by and between the duly authorized representative of the Contractor and the NH Department of Corrections approved by the Governor and Executive Council.
  - 26.7.1. 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.
  - 26.7.2. Contractor shall name the State of New Hampshire as additionally insured for the life of the Contract and any renewals thereof.
  - 26.7.3. Contractor shall provide, for the life of the Contract and any renewals thereof, proof of Workers' Compensation and Employers' Liability Insurance.
  - 26.7.4. 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, and Malpractice Liability.

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Promoting Public Safety with Respect, Professionalism, Dedication and Courage as One Team

**Outpatient Renal Hemodialysis Services Agreement  
Bio-Medical Applications of New Hampshire, Inc.  
248 Pleasant Street, Suite G400  
Concord, NH 03301**

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**EXHIBIT C**

**ESTIMATED BUDGET/METHOD OF PAYMENT**

**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 for all potential facilities shall be identified as the Contractor's Facility Rate in the table, below.

<i>Contractor's Facility Rate</i>	
Contractor's Facility Rate	\$ 380.00 (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 all-inclusive 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 all-inclusive Contractor's Facility Rate.

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Promoting Public Safety with Respect, Professionalism, Dedication and Courage as One Team

**Outpatient Renal Hemodialysis Services Agreement  
Bio-Medical Applications of New Hampshire, Inc.  
248 Pleasant Street, Suite G400  
Concord, NH 03301**

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- 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.
- 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 1<sup>st</sup> 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, 2023.

**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, 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 of services and contact information for Outpatient Renal Hemodialysis Services:

Location of Services	
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 # 04-29445257
Contact Information for Location	
Phone #: (603) 224-9996	Fax #: (603) 224-4896

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Promoting Public Safety with Respect, Professionalism, Dedication and Courage as One Team

**Outpatient Renal Hemodialysis Services Agreement  
Bio-Medical Applications of New Hampshire, Inc.  
248 Pleasant Street, Suite G400  
Concord, NH 03301**

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

Location of Services	
Name of Location: Bio-Medical Applications of Dover, Inc. d/b/a Fresenius Medical Care Cochecho River	
Street: 155 Borthwick Avenue, Suite 100E	
City: Dover	State: NH Zip Code: 03820
Web: www.freseniuskidneycare.com	Tax ID # 04-29445257
Contact Information for Location	
Phone #: (603) 436-4567	Fax #: (603) 431-6067

5.3. Third location(s) and contact information for Outpatient Renal Hemodialysis Services:

Location of Services	
Name of Location: Fresenius Medical Care of Londonderry	
Street: 1F Commons Drive	
City: Londonderry	State: NH Zip Code: 03053
Web: www.freseniuskidneycare.com	Tax ID # 04-29445257
Contact Information for Location	
Phone #: (603) 434-4517	Fax #: (603) 434-3586

5.4. Fourth location(s) and contact information for Outpatient Renal Hemodialysis Services:

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	
Phone #: (603) 647-4042	Fax #: (603) 641-0359

**6. Price Limitation**

Total estimated contract price shall not exceed three hundred fifty-five thousand, six hundred eighty (\$355,680.00) dollars.

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

# State of New Hampshire

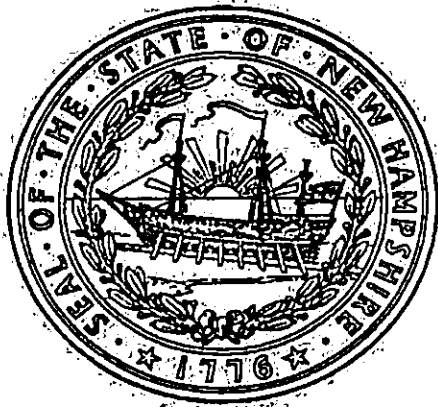
## Department of State

### CERTIFICATE

I, David M. Scanlan, 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 : 0005793790



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 20th day of June A.D. 2022.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan  
Secretary of State



State of New Hampshire  
Department of State  
2022 ANNUAL REPORT

Filed  
Date Filed: 3/3/2022  
Effective Date: 3/3/2022  
Business ID: 104477  
William M. Gardner  
Secretary of State

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

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

REGISTERED AGENT AND OFFICE
REGISTERED AGENT: C T Corporation System (1108)
REGISTERED AGENT OFFICE ADDRESS: 2 1/2 Beacon Street Concord, NH, 03301 - 4447, USA

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

OFFICER / DIRECTOR INFORMATION		
NAME	BUSINESS ADDRESS	TITLE
Michael Asselta	920 WINTER ST, Waltham, MA, 02451, USA	President
RYAN VALLE	920 WINTER ST, Waltham, MA, 02451, USA	Vice President
JAMES DIVITO	920 WINTER ST, Waltham, MA, 02451, USA	Vice President
KAREN GLEDHILL	920 WINTER ST, Waltham, MA, 02451, USA	Secretary
Mark Fawcett	920 Winter St, Waltham, MA, 02451, USA	Treasurer
MICHAEL ASSELTA	920 WINTER STREET, TAX DEPT, Waltham, MA, 02451, USA	Director
William J. Valle	920 Winter St., Waltham, MA, 02451, USA	Director

I, the undersigned, do hereby certify that the statements on this report are true to the best of my information, knowledge and belief.

Title: Power of Attorney  
Signature: Angela Bollinger  
Name of Signer: Angela Bollinger



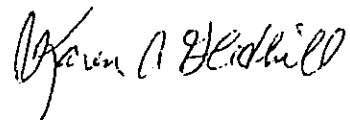
### Secretary's Certificate

I, Karen Gledhill, do hereby certify that I am the duly elected, qualified, and acting Senior Vice President and Secretary of Bio-Medical Applications of New Hampshire, Inc. (the "Company").

I certify that Jesse Truitt, Regional Vice President of N.E. is duly authorized to enter into contracts or agreements on behalf of the Company with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in his judgment be desirable or necessary to effect this purpose.

IN WITNESS WHEREOF, the undersigned has hereunto set her name on this 22<sup>nd</sup> day of June, 2022.

BIO-MEDICAL APPLICATIONS OF  
NEW HAMPSHIRE, INC.

A handwritten signature in black ink, appearing to read "Karen A. Gledhill". The signature is written in a cursive, flowing style.

---

Karen Gledhill  
Sr. Vice President and Secretary

**Statement of Attestation**

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

Bio-Medical Applications of New Hampshire, Inc, a for profit corporation duly organized and in good  
(Name of Corporation or LLC)

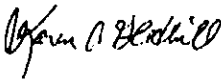
standing in the State of Delaware and that Jesse Truitt, Regional Vice President of N.E. has the authority to  
(Name and Title)

Execute legally binding documents of behalf of Bio-Medical Applications of New Hampshire, Inc. in connection  
(Name of Corporation or LLC)

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 22, 2022, the date of the execution of  
the Secretary's Certificate, and has not been amended or repealed and remains in full force and effect as of the  
date, June 23, 2022, the date of execution of the Outpatient Renal Hemodialysis Services Agreement with the NH  
Department of Corrections by Jesse Truitt, Regional Vice President of N.E.  
(Name and Title)

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, 2022

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/10/2022

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

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

<b>PRODUCER</b> Marsh USA, Inc. 1166 Avenue of the Americas New York, NY 10036 Attn: Healthcare.AccountsCSS@marsh.com Fax: 212 948-1307	<b>CONTACT NAME:</b> Healthcare Team (CSS)	
	<b>PHONE (A/C No. Ext):</b>	<b>FAX (A/C No.):</b> (212) 948-1307
	<b>E-MAIL ADDRESS:</b> healthcare.accounts@marsh.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
<b>INSURED</b> FRESENIUS MEDICAL CARE HOLDINGS, INC. AND THEIR SUBSIDIARIES AND DIVISIONS 920 WINTER STREET WALTHAM, MA 02451-1457	<b>INSURER A:</b> Continental Casualty Company	20443
	<b>INSURER B:</b> American Casualty Company of Reading, PA	20427
	<b>INSURER C:</b> Transportation Insurance Co	20494
	<b>INSURER D:</b> Continental Insurance Co.	35289
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

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

NYC-011337096-01

**REVISION NUMBER:** 1

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		CCP2095784352 (US)	10/01/2021	10/01/2022	EACH OCCURRENCE \$ 1,000,000
A	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		CCP2095784383 (CANADA)	10/01/2021	10/01/2022	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ N/A
A			CCP2095784366 (PR)	10/01/2021	10/01/2022	MED EXP (Any one person) \$ N/A
	GEN'L AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					GENERAL AGGREGATE \$ 3,000,000
	OTHER:					PRODUCTS - COMP/OP AGG \$ 1,000,000
	<b>AUTOMOBILE LIABILITY</b>					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$ 2,200,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 2,200,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WC2095784304 (AOS)	10/01/2021	10/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
C	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	WC2095784321 (OR,WI)	10/01/2021	10/01/2022	E.L. EACH ACCIDENT \$ 2,000,000
B	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WC2095784318 (CA)	10/01/2021	10/01/2022	E.L. DISEASE - EA EMPLOYEE \$ 2,000,000
						E.L. DISEASE - POLICY LIMIT \$ 5,000,000
D	PROFESSIONAL LIABILITY		CCP2095784352 (US)	10/01/2021	10/01/2022	PER OCCURRENCE \$ 1,000,000
A			CCP2095784366 (PR)	10/01/2021	10/01/2022	AGGREGATE \$ 3,000,000

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

RE: BIO-MEDICAL APPLICATIONS OF NEW HAMPSHIRE, INC., BIO-MEDICAL APPLICATIONS OF MANCHESTER, INC AND BIO-MEDICAL APPLICATIONS OF DOVER, INC.

THE STATE OF NEW HAMPSHIRE AND NH DEPARTMENT OF CORRECTIONS IS/ARE INCLUDED AS ADDITIONAL INSURED WHERE REQUIRED BY WRITTEN CONTRACT WITH RESPECT TO GENERAL LIABILITY.

**CERTIFICATE HOLDER****CANCELLATION**STATE OF NEW HAMPSHIRE  
ATTN: NH DEPARTMENT OF CORRECTIONS  
PO BOX 1806  
CONCORD, NH 03302

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marsh USA Inc.

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AGENCY CUSTOMER ID: CN101536965

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 02451-1457
POLICY NUMBER		
CARRIER	NAIC CODE	
EFFECTIVE DATE:		

## 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: 10/01/2021 - 10/01/2022  
LIMITS:  
PER OCCURRENCE \$1,000,000  
AGGREGATE \$3,000,000

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 stored in a secured vehicle:
  - (1) knives and knife-like weapons, clubs and club-like weapons,
  - (2) tobacco, alcohol, drugs including prescription drugs unless prior approval is granted in writing by the facility Warden/designee, or Director/designee,
  - (3) maps of the prison vicinity or sketches or drawings or pictorial representations of the facilities, its grounds or its vicinity,
  - (4) pornography or pictures of visitors or prospective visitors undressed,
  - (5) radios capable of monitoring or transmitting on the police band in the possession of other than law enforcement officials,
  - (6) identification documents, licenses and credentials not in the possession of the person to whom properly issued,
  - (7) 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,
  - (8) balloons, condoms, false-bottomed containers or other containers which could facilitate transfer of contraband.

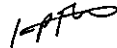
COR 307.02 Contraband on prison grounds is prohibited. The possession, transport, introduction, use, sale or storage of contraband on the prison grounds without prior approval of the commissioner of corrections or his designee is prohibited under the provision of RSA 622:24 and RSA 622:25.

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.

Jesse Truitt

Name



Signature

06/23/2022


Date

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

1. Engaging in any of the following activities with persons under departmental control is strictly prohibited:
  - a. Any contact, including correspondence, other than 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 NH Department of Corrections property.
3. Possession of any item considered to be contraband as defined in the New Hampshire code of Administrative Rules, Part COR 307 is a violation of the rules and the laws of the State of New Hampshire and may result in legal action under RSA 622:24 or other statutes.
4. In the event of any emergency situation, i.e., fire, disturbance, etc., you will follow the instructions of the escorting staff or report immediately to the closest available staff.
5. All rules, regulations and policies of the NH Department of Corrections are designed for the safety of the staff, visitors and residents, the security of the facility and an orderly flow of necessary movement and activities. If unsure of any policy and procedure, ask for immediate assistance from a staff member.
6. Harassment and discrimination directed toward anyone based on sex, race, creed, color, national origin or age are illegal under federal and state laws and will not be tolerated in the work place. Maintenance of a discriminatory work environment is also prohibited. Everyone has a duty to observe the law and will be subject to removal for failing to do so.
7. During the performance of your services you are responsible to the facility administrator, and by your signature below, agree to abide by all the rules, regulations, policies and procedures of the NH Department of Corrections and the State of New Hampshire.
8. In lieu of Contracted staff participating in the Corrections Academy, the Vendor through the Commissioner or his designees will establish a training/orientation facilitated by the Vendor to supplement this requirement and appropriate orient Vendor staff to the rules, regulations, policies and procedures of the Department of Corrections and the State of New Hampshire.

Jesse Truitt

Name



Signature

06/23/2022

Date

NH DEPARTMENT OF CORRECTIONS  
CONFIDENTIALITY OF INFORMATION AGREEMENT

I understand and agree that all employed by the organization/agency I represent must abide by all rules, regulations and laws of the State of New Hampshire and the NH Department of Corrections that relate to the confidentiality of records and all other privileged information.

I further agree that all employed by or subcontracted through the organization I represent are not to discuss any confidential or privileged information with family, friends or any persons not professionally involved with the NH Department of Corrections. If inmates or residents of the NH Department of corrections, or, anyone outside of the NH Department of Corrections' employ approaches any of the 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.

Jesse Truitt

\_\_\_\_\_  
Name



\_\_\_\_\_  
Signature

06/23/2022

\_\_\_\_\_  
Date





STATE OF NEW HAMPSHIRE  
DEPARTMENT OF CORRECTIONS  
DIVISION OF ADMINISTRATION  
P.O. BOX 1806  
CONCORD, NH 03302-1806  
603-271-5610 FAX: 888-908-6609  
TDD ACCESS: 1-800-735-2964  
www.nh.gov/nhdoc

HELEN E. HANKS  
COMMISSIONER

JONATHAN K. HANSON  
DIRECTOR

## 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 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, and Administrative Rules, Rules of Conduct for Persons Providing Contract Services, Confidentiality of Information Agreement).

Name (print): Jesse Truitt Date: 06/23/2022  
(Name of Contract Signatory)

Signature:   
(Signature of Contract Signatory)



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 PILLSBURY BLDG  
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#: [REDACTED]  
Effective Date: 11/01/2021

Expiration Date: 10/31/2022

Administrator: WEILLAH DE VERA

ESRD Stations: 16

A handwritten signature in black ink, appearing to read "Michael S. Flynn".

Chief Legal Officer



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: SEACOAST DIALYSIS CENTER  
Located at: 155 BORTHWICK AVE. SUITE 100  
PORTSMOUTH NH 03801

To Operate: End-Stage Renal Dialysis

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

License#: [REDACTED]

Effective Date: 11/01/2021

Expiration Date: 10/31/2022

Administrator: VICKI R DODDS

Comments:

ESRD Stations: 18

1. PERM WAIVER 811.18(b)(3)

A handwritten signature in black ink, appearing to read "Michael J. Flynn".

Chief Legal Officer



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: FRESENIUS MEDICAL CARE OF LONDONDERRY  
Located at: 1F COMMONS DRIVE  
LONDONDERRY NH 03053

To Operate: End-Stage Renal Dialysis

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

License#: [REDACTED]

Effective Date: 05/01/2021

Expiration Date: 04/30/2022

Administrator: KAREN EDMUND, RN

Comments:

ESRD Stations: 13

1. CRIM WAIVER 811.18(b)(1)

A handwritten signature in black ink, appearing to read "Michael S. Kelly".

Chief Legal Officer



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: MANCHESTER KIDNEY CENTER  
Located at: 1750 ELM STREET  
MANCHESTER NH 03104

To Operate: End-Stage Renal Dialysis

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

License#: [REDACTED]

Effective Date: 10/01/2021

Expiration Date: 09/30/2022

Administrator: ELISHA PERKINS, RN

Comments:

ESRD Stations: 25

1. PERM WAIVER 811.18(b)(3)

25 PLUS 2 HOME TRAINING ESRD STATIONS

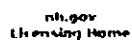
Chief Legal Officer



NEW HAMPSHIRE  
Online Licensing

nh.gov  
Licensing Home

Person Information			
Name: JONAS P. SIA, MD			
Address Information			
Address: NEPHROLOGY ASSOC PA 243 PLEASANT ST - PILLSBURY BLDG - STE G300 CITY CONCORD NH 03301 Nuffr Mfr			
Phone: 603.224.8981			
License Information			
License No:	2011	Professional Medicine License Type:	Physician
License Status: Current Issue Date: 1/10/2011 Expiration Date: 5/30/2014			
Additional Information			
Specialty:	Internal Medicine		
Board Certification Information			
Board Certified Certification Expiration ADMS Board Specialties			
Yes	Nephrology ABIM		
Medical Education Information			
Type	Facility Name	Country	Year
Medical School	UNIVERSITY OF THE PHILIPPINES - MANILA	PHILIPPINES	2006
Internship	RUSH UNIVERSITY MEDICINE CENTER - CHICAGO, IL		2008
Residency	RUSH UNIVERSITY MEDICINE CENTER - CHICAGO, IL		2011
Remarks			
No Related Documents			
Disclaimer: The NCMD and the NCQA consider on-line status information as fulfilling the primary source requirement for verification of licensure in compliance with their respective credentialing standards.			



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Person Information			
Name: DAVID S FRIEDBERG, DO			
Address Information			
Address: NEPHROLOGY ASSOCIATES 1790 ELM ST, SUITE 201C NEW HAMPSHIRE 03104 State: NH			
Phone: 603-641-5800			
License Information			
License No: [REDACTED]	Professional: Nephrology License Type: Physician		
License Status: Current Issue Date: 6/6/2008 Expiration Date: 6/30/2024			
Additional Information			
Specialty: Nephrology			
Board Certification Information			
Board Certified Certification Expiration ABMS Board Specialties			
Yes	ABIM Nephrology		
Medical Education Information			
Type	Facility Name	Country	Year
Medical School	PHILA COLL OF OSTEO MED - PHILA, PA	USA	1990
Internship	JOHN F KENNEDY MEMORIAL HOSPITAL - STRATFORD, NJ		1991
Residency	UNIVERSITY COUNTY HOSPITAL CENTER - BROOKLYN, NY		1994
Remarks:			
No Related Documents			
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Person Information		
Name: PETER T CHEUNG, MD		
Address Information		
Address: NEPHROLOGY ASSOCIATES PA 1750 ELM ST, SUITE 201C City: MANCHESTER Zip: 03104 State: NH		
Phone: 6036413600		
License Information		
License No: [REDACTED] Profession: Medicine License Type: Physician		
License Status: Current Issue Date: 6/8/1988 Expiration Date: 6/30/2024		
Additional Information		
Specialty:	Nephrology	
Board Certification Information		
Board Certified Certification:	Expiration	ABMS Board Specialties
Yes	ABIM	Dec 31 2029 12:00AM Nephrology
Media of Education Information		
Type	Facility Name	Country Year
Medical School	ST LOUIS UNIV SCH OF MED - ST LOUIS, MO	USA 1982
Internship	INDIANA UNIV MEDICAL CENTER HOSPITAL - INDIANAPOLIS	1983
Residency	INDIANA UNIV MEDICAL CENTER HOSPITAL - INDIANAPOLIS	1985
Remarks:		
No Related Documents		
Disclaimer: The KAMQ and the NCQA consider on-line status information as fulfilling the primary source requirement for verification of licensure in compliance with their respective credentialing standards.		

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