BM 114 MLC

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

Helen E. Hanks
Commissioner

Robin H. Maddaus
Director

June 14, 2021

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

REQUESTED ACTION

Authorize the New Hampshire Department of Corrections (NHDOC) to enter into a contract with Symphony Diagnostic Services No. 1, LLC d/b/a Tridentcare 1 (VC # 200975), P.O. Box 17462, Baltimore, MD 21297-0518, in the amount of $166,725.00, for the provision of On-Site X-Ray, ECG, Zio Patch & Ultrasound services for the Northern NH Correctional Facility (NCF), effective upon Governor and Executive Council approval for the period beginning July 1, 2021 through June 30, 2024, with the option to renew for one (1) additional period of up to two (2) year(s) subject to Governor and Executive Council approval. 100% General Funds.

Funds are anticipated to be available in the following account *Medical-Dental:* 02-46-46-465010-8234-101-500729 for Fiscal Years 2022, 2023 and 2024, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified.

Symphony Diagnostic Services No. 1, LLC d/b/a Tridentcare 1

Account	Description	FY 2022	FY 2023	FY 2024
02-46-46-465010-8234-101-500729	Medical and Dental	55,575.00	55,575.00	55,575.00
Total Contract Amount:				$ 166,725.00

EXPLANATION

This contract is for the provision of On-Site X-Ray, ECG, Zio Patch & Ultrasound services for the residents of the NCF, Berlin, NH.

An RFP was posted on the NHDOC website: http://www.nh.gov.nhdoc/business/rfp.html for seven (7) consecutive weeks and notified eleven (11) potential vendors of the RFP solicitation. As a result of the issuance of the RFP, one (1) potential vendor, Symphony Diagnostic Services No. 1, LLC d/b/a Tridentcare 1, responded by submitting a proposal. In accordance to the terms and conditions of the RFP, the NHDOC awarded the contract to the only bidder, in the amount of $166,725.00, to service the residents of NCF.

This RFP was scored utilizing a consensus methodology by a three person evaluation committee for the purposes of preserving the privacy of the evaluators. The evaluation committee consisted of the following NHDOC employees: Paula Mattis, FACHE, Division Director, Medical & Forensic Services, Kristin Jordan, Assistant Director of Nursing, Medical & Forensic Services and Kalendonia DuBrey, Administrator II, Medical & Forensic Services.

Respectfully Submitted,

Helen E. Hanks
Commissioner

STATE OF NEW HAMPSHIRE

DEPARTMENT OF CORRECTIONS

DIVISION OF MEDICAL & FORENSIC SERVICES

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Paula L. Mattis
Director

RFP Bid Evaluation and Summary

On-Site X-Ray, Electrocardiography (ECG), Zio Patch and Portable Ultrasound Services NHDOC 21-03-GFMED

Proposal Receipt and Review:

- Proposals will be reviewed to initially determine if minimum submission requirements have been met. The review will verify that the proposal was received before the date and time specified in the request for proposal. Failure to meet minimum submission requirements will result in the proposal being rejected and not included in the evaluation process.
- The Department will select a group of personnel to act as an evaluation team. Proposals will not be publicly opened. Proposal information will be disclosed to the evaluation committee members only.
- The Department uses a consensus scoring methodology to evaluate submitted Proposals. The Department reserves the right to waive any minor irregularities as that it considers not material to the proposal.
- The RFP does not commit the Department to award a Contract. The Department reserves the right to reject any and all Proposals; to cancel the RFP; and to seek new proposals under a new solicitation process.

Proposal Evaluation Criteria:

- Proposals will be evaluated based upon the proven ability of the respondent to satisfy the requirements of the evaluation criteria. Specific criteria are:
    a. Technical Proposal – 55 points
    b. Cost Proposal – 45 points
- Awards will be made to the responsive Vendor(s) whose proposals are deemed to be the most advantageous to the State, taking into consideration all evaluation factors in section F of NHDOC 21-03-GFMED RFP.
    a. Contract(s) may be awarded to a Bidder submitting a response that demonstrates the required capabilities and approach as identified in the RFP and does not reduce the current functions of the Department.

Evaluation Team Members:

a. Paula L. Mattis, Director of Medical & Forensic Services, NH Department of Corrections
b. Kristin Jordan, MSN, RN, Assistant Director of Nursing, Medical & Forensic Services, NH Department of Corrections
c. Kalendonia DuBrey, Administrator II, Medical & Forensic Services, NH Department of Corrections

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RFP Scoring Matrix
On-Site X-Ray, Electrocardiography (ECG), Zio Patch and Portable Ultrasound Services
NHDOC 21-03-GFMED

Respondents:

- **Symphony Diagnostic Services No. 1, LLC d/b/a Tridentcare 1**
  Sparks, MD

Scoring Matrix Criteria:

- Proposals were evaluated based on the proven ability of the respondents to satisfy the provisions set forth in the Scope of Services in the most technical and cost-effective manner.
  1. Technical Proposal – 55 points
  2. Cost Proposal – 45 points

NHDOC 21-03-GFMED RFP Scoring Matrix		
Evaluation Criteria	*RFP Weight Point Value*	**Symphony Diagnostic Services No. 1, LLC d/b/a Tridentcare 1**
Technical Proposal		
Organizational Capability	35	34
Organizational Approach to Performance	20	13
Cost Proposal	45	45
Total	**100**	**92**

Contract Award:

- **Symphony Diagnostic Services No. 1, LLC d/b/a Tridentcare 1**
  930 Ridgebrook Road
  Sparks, MD 21552

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Paula L. Mattis
Director

RFP Evaluation Committee Member Qualifications
On-Site X-Ray, Electrocardiography (ECG), Zio Patch and Portable Ultrasound Services
NHDOC RFP 21-03-GFMED

Paula Mattis FACHE, Division Director, Medical & Forensic Services:

Ms. Mattis joined the NH Department of Corrections serving as the Non-Medical Director, Division of Medical & Forensic Services. Her professional history includes seven years as Administrator of Community Integration at the State of New Hampshire, New Hampshire Hospital, four years as Chief Operating Officer and three years as Acting CEO. Prior to this appointment, Ms. Mattis was President and Chief Executive Officer of the Animal Rescue League of New Hampshire. Ms. Mattis received her Bachelor of Arts degree with honors in Psychology (major) and Sociology (minor) from the University of Texas and a Master's of Social Work, specializing in Community Mental Health from the University of Illinois.

Kristin Jordan, MSN, RN, Assistant Director of Nursing, Medical & Forensic Services Division

Mrs. Jordan brings to the NH Department of Corrections a wealth of valuable experience and perspective including having previously been the Director of Home Health and Hospice Services for a local homecare agency, spending time as an outpatient oncology infusion nurse, and previous to that having lived and worked in Nashville TN as a medical surgical oncology nurse and Nurse Preceptor at the Sarah Cannon Cancer Center at HCA's Centennial Medical Center. During her years in Nashville, Kristin was also employed by Belmont University as an Adjunct Clinical Instructor for their renowned BSN and Accelerated BSN nursing programs. Kristin currently provides clinical guidance and mentorship to nursing leadership at all NH Department of Corrections facilities, assisting the Director of Nursing in the ongoing development of a very robust healthcare team engage in holistic, evidence-based nursing practice. Mrs. Jordan received her Master of Science in Nursing degree from Southern New Hampshire University, and her Bachelor of Science in Nursing (major) and Biology (minor) degree from the University of Southern Maine.

Kaledonia DuBrey, BA, Operations Administrator, Medical and Forensic Services

Ms. DuBrey is the Operations Administrator for the Division of Medical & Forensic Services of the NH Department of Corrections. In this capacity, she serves as the liaison between the division and the different contracts the division oversees as well as the Division of Administration for the NH Department of Corrections. She is also the point of contact for several vendors that provide services in the medical area for the NH Department of Corrections. In her role, she works hand in hand with the Department's Contract Administrator in the process of drafting and creating RFPs for different contracts. Ms. DuBrey has been employed with the NH Department of Corrections for over fifteen years. She has a bachelor's degree in International Relations from the University of Mobile with a minor in Business Administration and is bilingual in both English and Spanish.

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Commissioner

Paula L. Mattis
Director

RFP Bidders List

On-Site X-Ray, Electrocardiology (ECG), Zio Patch and Portable Ultrasound Services
NHDOC 21-03 & 04-GFMED

Androscoggin Valley Hospital
Michael Peterson, CEO
59 Page Road
Berlin, NH 03570
(p) 603-752-5601
(e) Michael.peterson@avhnh.org
(w) www.avhnh.org

Catholic Medical Center
Pamela Martel, ED of Finance
195 McGregor Street
Manchester, NH 03102
(p) 603-668-3545
(p) 603-663-6383
(e) pamela.martel@cmc-nh.org
(w) www.catholicmedicalcenter.org

Dartmouth Hitchcock – Concord Division
Phyllis Michaels, Sr., Practice Mgr, Radiology
253 Pleasant Street
Concord, NH 03301
(p) 603-229-5493
(e) Phyllis.M.Michaels@hitchcock.org
(w) www.dartmouth-hitchcock.org

Elliot Hospital
Eva Martel, Director of Managed Care
One Elliot Way
Manchester, NH 03103
(p) 603-669-5300
(p) 603-663-6181
(e) emartel@elliot-hs.org
(w) www.elliothospital.org

Express Mobile Diagnostic Services, LLC
Jamie Bostard, CEO
2030 Ader Road
Jeannette, PA 15644
(p) 724-327-3557
(f) 724-327-0366
(e) dgodkin@exmds.com
(w) www.expressmobilediagnostic.com

Lackawanna Mobile X-ray, Inc.
Paul Woelkers
1229 Monroe Ave
Dunmore, PA 18509
(p) 570-346-5115
(e) Paul.woelkers@lmxr.com

Lakes Region General Hospital
Cass Walker, VP and Adm Support Services
80 Highland Street
Laconia, NH 03246
(e) info@lrgh.org
(e) quality@lrgh.org
(p) 603-524-3211
(w) www.lrgh.org

MMDS of Boston, LLC
Mobile Medical Diagnostic Services
Joseph Luz, Vice President
48 Silver Lake Avenue
Newton, MA 02458
(p): 617-244-9729
(f): 617-244-9730
(e) jluz@mmdsboston.com
(w) www.mmdsboston.com

Naphcare, Inc.
Katie Boyd, MPA, MSCJ
Business Development Analyst
2090 Columbiana Road
Suite 4000
Birmingham, AL 35216
(p) 205-406-2219
(e) katie.boyd@naphcare.com
(e) byron.harrison@naphcare.com
(w) www.techcareehr.com

National Mobile X-Ray
Michael Spears
(p) 833-431-4675
(e) info@nmxray.com
(w) www.nationalmobilexray.com

Symphony Diagnostic Services No.1, Inc.
d/b/a MobilexUSA
Ed Smith, Vice President
185 Witmer Road
Horsham, PA 19044
(p) 508-6331-3701
(e) ed.smith@mobilexusa.com
(e) Lorelei.schmidt@mobilexusa.com
(w) www.tridentcare.com

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 follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Corrections		1.2 State Agency Address 105 Pleasant Street, Concord, NH 03301 P.O. Box 1806, Concord, NH 03302	
1.3 Contractor Name Symphony Diagnostic Services No 1 LLC d/b/a TridentCare I JK		1.4 Contractor Address 930 RIDGEBROOK ROAD SPARKS, MD 21152	
1.5 Contractor Phone Number 732-569-2217	1.6 Account Number 02-46-46-465010-8234-101-500729	1.7 Completion Date June 30, 2024	1.8 Price Limitation $166,725.00
1.9 Contracting Officer for State Agency Paula L. Mattis		1.10 State Agency Telephone Number 603-271-5563	
1.11 Contractor Signature Date: 3/15/2021		1.12 Name and Title of Contractor Signatory Lisa Kerr, Regional Sales Director	
1.13 State Agency Signature Date: 6/16/2021		1.14 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: Mike Grandy On: 6/16/2021			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials LK
Date 3/15/2021

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 of 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 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 Sates, 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.

Contractor Initials UK
Date 3/6/2021

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 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 Initials LK
Date 3/5/2021

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 thirty (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.

Contractor Initials LK
Date 3/5/2021

Special Provisions, Exhibit A

1. **FORM NUMBER P-37 (version 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."

The remainder of this page is intentionally blank.

Scope of Services, Exhibit B

1. **Purpose**
   To seek contractual services for On-Site X-Ray, Electrocardiography (ECG), Zio Patch and Portable Ultrasound Services for the patient/resident population of the NH Department of Corrections (NHDOC) at the following service locations identified below.

2. **Performance Period**
   Contract(s) awarded by the Governor and Executive Council (G&C) on behalf of the NH Department of Corrections is anticipated to be effective upon Governor and Executive Council approval for the period beginning July 1, 2021 through June 30, 2024. The Department may extend contracted services for one (1) additional period of up to two (2) years, contingent upon satisfactory Contractor performance, Commissioner approval, continued appropriation and G&C approval.

3. **Service Locations**
   Service locations are marked with an "X" below:

NH Department of Corrections Correctional Facilities			
X	Northern Correctional Facility (NCF)	138 East Milan Road	Berlin, NH 03750

4. **Current Resident/Patient/non-Adjudicated Population as of 1/22/2021**

Northern NH Department of Corrections Current Population		
Northern NH Correctional Facility	Berlin, NH 03570	510
Current Resident/Patient/non-Adjudicated Population:		**510**

5. **On-site X-Ray, ECG, Zio Patch and Portable Ultrasound Services**
   The Contractor shall provide full on-site X-Ray, ECG and Portable Ultrasound Services to include the following:
   - 5.1. Services to include of the on-site X-Ray and/or performing the on-site ECG (technical component) and the interpretation of the on-site X-Ray and/or on-site ECG (professional component), Zio Patch and Portable Ultrasound (Abdominal, Transabdominal; Liver Ultrasound, Vascular, Thyroid);
   - 5.2. All on-site X-Rays to be interpreted by Board Certified Radiologists. All on-site ECG's are to be interpreted by Board Certified Cardiologists;
   - 5.3. Routine Radiology Quality Improvement reporting agreed upon by both parties. Also, the Contractor must report any accreditation requirements for improvement;
   - 5.4. The Contractor shall provide a monthly report of the number and cost of each type of On-Site X-Ray, On-Site ECG, Zio Patch and Portable Ultrasound Service performed including year-to-date cumulative report with reports in Excel format is preferred;
   - 5.5. ECG to be performed by computerized electrocardiogram equipment that provides an immediate computer-interpreted report on site and is submitted for Cardiologist review;
   - 5.6. The Contractor shall provide routine daily and timely on-site services with daily scheduling of services will be based on need.
   - 5.7. The Contractor shall provide urgent on-call services. This will include off hours as well as Saturdays, Sundays and holidays. The response time would be no more than three (3) hours after the request is made.

5.8. Results of the Cardiologist review will be faxed within twenty-four (24) hours after the ECG is performed:
5.9. Verbal report from the Radiologist within two (2) hours after the service is performed. It is essential for any alerted test result have a follow up phone call to the corresponding facilities' nursing station and/or control room with non-public (confidential) telephone numbers provided to the Contractor(s) after the award of a Contract(s).
5.10. All technologists performing radiology procedures will be American Registry of Radiological Technologists (RT) registered;
5.11. Radiological Technologists shall be licensed according to New Hampshire State laws and regulations.
5.12. Provide only those Radiological Technologists who maintain valid State of NH professional licenses, certifications and/or qualifications required by law for the performance of the services required. Certification for Radiological Technologists are regulated by boards of the NH Office of Professional Licensure and Certification (OPLC), https://www.oplc.nh.gov/allied-health/ through Administrative Rules (Adm) identified as a separate link: http://gencourt.state.nh.us/rules/State_Agencies/mirt.html, Mirt 100-500.
5.13. Radiographic images are acquired using digital technology such as Computed Radiography or Direct Radiography;
5.14. A mounted chest stand, either wall or free standing, will be provided by the Contractor as necessary;
5.15. Written report, "8½ x 11" format, of Radiologist and Cardiologist reviews will be delivered to the receiving facility within forty-eight (48) hours of the services performed;
5.16. Initial request format to be "8½ x 11" NCR with space provided for documentation of telephone results;
5.17. Provide an interface (at the prospective Contractor's expense) that shall interface with NaphCare's TechCare ™ Electronic Healthcare Record (EHR).
5.18. **Only** personal property that is required for activities of daily living and contained in a clear plastic backpack/bag shall be permitted into the secure perimeter of all departmental facilities. Permitted personal items to include but are not limited to:
    5.18.1. Toothbrush/toothpaste/dental floss;
    5.18.2. Hand sanitizer/hand soap;
    5.18.3. Comb/brush;
    5.18.4. Feminine products;
    5.18.5. Coffee cup/thermos;
    5.18.6. Small/medium lunch box made of plastic (no larger than 30 quart);
    5.18.7. Plastic eating utensils;
    5.18.8. Pens/Pencils;
    5.18.9. Purse/wallet (no more than $100.00 in cash)/sunglasses; and
    5.18.10. Prescribed and over-the-counter (OTC) medications (no more than a one (1) day supply in a properly labeled prescription bottle/container, obtained from a pharmacy).

6. Performance Measures – Quality Improvement Measures (QIM)

6.1. Performance measures – QIM that focuses on access, timeliness, accuracy and safety:
    6.1.1. Compliance with once a day timely on-site service Monday – Friday;
    6.1.2. Compliance with on-site service within three (3) hours of stat request;
    6.1.3. Compliance with weekend and holidays on-call service within three (3) hours or request;

6.1.4. Compliance with cardiology read on all ECG's within twenty-four (24) hours from time of service is performed;
6.1.5. Compliance with verbal Radiologist read within two (2) hours from time of service is performed;
6.1.6. Compliance with final written report within forty-eight (48) hours of time of service is performed; and
6.1.7. Provide an interface (at the prospective Vendor's expense) that shall interface with NaphCare's™ Electronic Healthcare Record (EHR).
6.1.8. Quarterly QIM reports involving missed and inaccurate reads, errors, sentinel events shall be generated to include corrective action plan.
6.1.9. QIM will be identified by the NH Department of Corrections QI Administrator for the Contractor in order to monitor the Contract and measure compliance with best practices, Holliday Court Order and contracted standards.

7. General Service Provisions

7.1. NH Department of Corrections Contact: The Director of Medical & Forensic Services or designee shall contact the Contractor when service is needed.

7.2. Contractor Tools and Equipment: The Contractor must furnish the required tools and equipment inclusive of computer hardware necessary to provide the requested services of the Contract. Any tools, containers and vehicles the Contractor needs to provide the required services must be inventoried before entering and leaving the facility and are subject to search by NH Department of Corrections security staff at any and all times while on NH Department of Corrections facility grounds.

7.3. Rules and Regulations: The Contractor agrees to comply with all Policy, Procedure and Directives of the NH Department of Corrections. The Contractor shall adhere to the Department's Administrative Rules, Conduct and Confidentiality of Information policies.

7.4. Additional Facilities: Upon agreement of both parties, additional facilities belonging or associated to the NH Department of Corrections may be added to the Contract.

7.4.1. Locations/volumes of need per contract year may be increased/decreased and or reassigned to alternate NH Department of Corrections' facilities during a Contract term at the discretion of the Department.

7.4.2. Locations/volumes of need may be added and/or decreased 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.

7.5. Contractor Employee Information: The NH Department of Corrections will notify Contractor(s) the procedures to obtain background checks for all Contractor employees providing services for the NH Department of Corrections.

7.5.1. The NH Department of Corrections reserves the right to conduct a procedural review of all criminal background checks and fingerprinting of all potential Contractor and/or sub-contractors(s) employees to determine eligibility status.

7.5.2. The NH Department of Corrections will notify the Contractor of any potential Contractor and/or sub-contractor(s) employee who does not comply with the criteria identified in 7.5.3., below.

7.5.3. In addition, the Contractor and/or sub-contractor(s) shall not hire employees meeting the following criteria:

- Individuals convicted of a felony shall not be permitted to provide services;

- Individuals with confirmed outstanding arrest warrants shall not be permitted to provide services;
- Individuals with restrictions on out-of-state and/or State of NH professional licenses and or certifications;
- Individuals whose professional licenses and/or certification have been revoked and reinstated from other States and/or the State of New Hampshire without review by the NH Department of Corrections prior to hire;
- Individuals with a history of drug diversion;
- Individuals who were a former State of NH employee and/or former contract employee that was dismissed for cause;
- Individuals previously employed with the NH Department of Corrections without prior approval of the NH Department of Corrections; and
- The NH Department of Corrections may not permit individuals related to relatives of currently incarcerated felons to provide services without prior approval of the NH Department of Corrections.

7.5.4. Individuals with a record of a misdemeanor offense(s) may be permitted to provide services pending determination of the severity of the misdemeanor offense(s) and review of the criminal record history by the Director of Medical & Forensic Services or designee of the corresponding facility requiring services.

7.6. Licenses, Credentials and Certificates: The Contractor and its staff shall possess the licenses, credentials and/or certification required by law and regulations to provide the required On-Site X-Ray, Electrocardiography (ECG), Zio Patch and Portable Ultrasound Services.

7.7. Qualified Technicians/Personnel: The Contractor shall have in their employ a sufficient number of qualified technicians/personnel to conduct the required scope of service.

7.8. Admittance: The NH Department of Corrections may, at its sole discretion, remove from or refuse admittance to any Department facility any person providing services under a contract without incurring penalty or cost for exercising this right. The Contractor shall be responsible for assuring that the services that the person(s) so removed or denied access are delivered.

7.9. Contractor Sign-In Sheet: Contractors' staff shall be expected to sign-in and out of the corresponding facility receiving services. At a minimum, Contractor staff shall provide their company name, personal first and last name, time-in and time-out, date of service and type, date of services, corresponding facility and may be required to provide vehicle make, model and license plate number.

7.10. Quality Improvement Measures

8. 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/nhdoc/business/rfp_bidding_tools.htm.

9. 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/nhdoc/business/rfp_bidding_tools.htm.

10. 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.

11. Health 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 New Hampshire, Department of Health and Human Services. Additional information can be located as a separate link: http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm

12. Criminal Justice Information Services (CJIS) Security Policy – (Not Applicable)

The essential premise of the CJIS Security Policy is to provide appropriate controls to protect the full lifecycle of CJI, whether at rest or in transit. The CJIS Security Policy provides guidance for the creation, viewing, modification, transmission, dissemination, storage, and destruction of CJI. This Policy applies to every individual contractor, private entity, noncriminal justice agency representative, or member of a criminal justice entity with access to, or who operate in support of,

criminal justice services and information. Contractor shall comply with the CJIS policy and is located as a separate link: http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm.

13. 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.

14. 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 as a duly authorized representative to whom all correspondence, official notices and requests related to the Contractor's performance under the Contract.

14.1. 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.

14.2. 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.

14.3. 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.

15. Contractor Liaison's Responsibilities

Contractor's designated liaison shall be responsible for:

15.1. 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.

15.2. Monitoring the Contractor's compliance with the terms of the Contract and any renewals thereof.

15.3. Receiving and responding to all inquiries and requests made by NH Department of Corrections in the time frames and format specified by NH Department of Corrections in this RFP and in the Contract and any renewals thereof; and

15.4. Meeting with representatives of NH Department of Corrections on a periodic or as-needed basis to resolve issues, which may arise.

16. NH Department of Corrections Contract 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:

16.1. 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.

16.2. Monitoring compliance with the terms of the Contract.

16.3. Responding to all inquiries and requests related to the Contract made by the Contractor, under the terms and in the time frames specified by the Contract.

16.4. Meeting with the Contractor's representative on a periodic or as-needed basis and resolving issues, which arise.

16.5. Informing the Contractor of any discretionary action taken by the NH Department of Corrections pursuant to the provision of the Contract.

17. Reporting Requirements

NH Department of Corrections shall, at its sole discretion:

17.1. Request the Contractor to provide proof of any and all licenses/certifications to perform/provide the requested On-Site X-Ray, Electrocardiography (ECG), Zio Patch and Portable Ultrasound as required authorities having local, state and/or federal jurisdiction at any time during the life of the Contract and any renewals thereof.

17.2. All material developed or acquired by the Contractor, as a result of work under the Contact shall become the property of the State of New Hampshire. No material or reports prepared by the Contractor shall be released to the public without the prior written consent of the NH Department of Corrections.

17.3. Reports shall include but not limited to:

17.3.1. Monthly summary of cost of service type by facility, quantity, unit cost and extended cost;

17.3.2. Breakdown of invoices at the discretion of the NH Department of Corrections; and

17.3.3. Reports relating to Quality Improvement Measures.

17.4. 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.

17.5. 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.

18. 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.

19. Performance Measures

NH Department of Corrections shall, at its sole discretion:

19.1. Inform the Contractor of any dissatisfaction with the Contractor's performance and include requirements for corrective action.

19.2. Terminate the Contract as permitted by law, if the NH Department of Corrections determines that the Contractor:

19.2.1. Does not comply with the terms of the Contract.

19.2.2. Has lost or has been notified of intention to lose their certification/licensure/permits.

19.2.3. 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.

19.2.4. Performance relating to Quality Improvement Measures.

20. Bankruptcy or Insolvency Proceeding Notifications

20.1. 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.

20.2. 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.

21. 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 21.1.1. 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 RFP or the Proposer's Proposal and/or the result of a Contract.

21.1. Order of Precedence:

21.1.1. NH Department of Corrections Contract Agreement NHDOC 21-03-GFMED.

21.1.2. NH Department of Corrections RFP NHDOC 21-03-GFMED.

21.1.3. Proposer's Response to RFP NHDOC 21-03-GFMED.

22. 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.

22.1 The NH Department of Corrections reserves that right to terminate the Contract without penalty or recourse by giving the Contractor a written notice of such termination at least sixty (60) days prior to the effective termination date.

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

23. Contractor Transition

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

24. 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.

25. 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.

26. Other Contractual Documents Required by the NH Department of Corrections

Form Number P-37 (version 12/11/19); Certificate of Good Standing (COGS); Certificates of Authority/Vote; Certificate of Insurance; Administrative Rules, Rules of Conduct, Confidentiality of Information Agreements; Health Insurance Portability and Accountability Act - Bussiness Associate Agreement; PREA Acknowledgement Form; and ALT-W9 Registration shall be applicable for the requested contracted activities and, for the exception of the COGS, are located as a separate link on the NH Department of Corrections website: http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm with instructions found in the Proposal Check Sheet.

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Estimated Budget/Method of Payment, Exhibit C

1. Estimated Budget (Cost Proposal) – Northern Facility: X-Ray and ECG

Ancillary Fees: STAT $35.00 // BEDSIDE CANCELLATION: $50.00 // CD CHARGE: $25.00

Item #	Est. Volume Per Year	Description	Unit Cost	Annual Cost (Est. Vol. X Unit Cost)
1	1	AC Joints Bilateral	$ 50-	$ 50 -
2	8	Abdomen 1 view	$ 50-	$ 400 -
3	1	Abdomen 2 view	$ 50-	$ 50 -
4	1	Abdomen 2 – 3 view	$ 50-	$ 50 -
5	7	Ankle – Left – 3 view	$ 50-	$ 350 -
6	7	Ankle – Right – 3 view	$ 50-	$ 350 -
7	1	Blood Gases	$ 50-	$ 50 -
8	1	Cervical Spine w/ flex + Ext	$ 50-	$ 50 -
9	1	Cervical Spine 1 view	$ 50-	$ 50 -
10	2	Cervical Spine 2 – 3 view	$ 50-	$ 100 -
11	4	Cervical Spine 4 view	$ 50-	$ 200 -
12	1	Chest 1 view (AP/PA)	$ 50-	$ 50 -
13	1	Chest 1 view (LAT)	$ 50-	$ 50 -
14	56	Chest 2 view (PA+LAT)	$ 50-	$ 2800-
15	1	Chest – Bilat – Ducub	$ 50-	$ 50 -
16	1	Chest – Left – Ducub	$ 50-	$ 50 -
17	1	Chest – Right – Ducub	$ 50-	$ 50 -
18	1	Chest w/ Oblique	$ 50-	$ 50 -
19	1	Clavicle – Left	$ 50-	$ 50 -
20	1	Clavicle – Right	$ 50-	$ 50 -
21	10	Elbow – Left – 3 view	$ 50-	$ 500 -
22	10	Elbow – Right – 3 view	$ 50-	$ 500 -
23	40	Electrocardiogram	$ 50-	$ 2000 -
24	1	Facial Bones 3 – 4 view	$ 50-	$ 50 -
25	1	Femur – Left	$ 50-	$ 50 -
26	1	Femur – Right	$ 50-	$ 50 -
27	1	Fingers – Left – 2 view	$ 50-	$ 50 -
28	1	Fingers – Right – 2 view	$ 50-	$ 50 -
29	8	Foot – Left – 3 view	$ 50-	$ 400 -
30	8	Foot – Right – 3 view	$ 50-	$ 400 -
31	1	Forearm – Left – 2 view	$ 50-	$ 50 -
32	1	Forearm – Right – 2 view	$ 50-	$ 50 -
33	10	Forearm – Left – 2 view AP/LAT inc. Elbow/Wrist Joints	$ 50-	$ 500-
34	10	Forearm – Right – 2 view AP/LAT inc. Elbow/Wrist Joints	$ 50-	$ 500-
35	10	Hand - Left – 3 view (AP, LAT, Oblique – LAT W/Fingers Fanned; inc. Wrist Joint)	$ 50-	$ 500-
36	20	Hand - Right – 3 view (AP, LAT, Oblique – LAT W/Fingers Fanned; inc. Wrist Joint)	$ 50-	$ 1000-
37	5	Hip – Left – 2 view (Cross Table LAT + Pelvis AP)	$ 50-	$ 250-
38	5	Hip – Right – 2 view (Cross Table LAT + Pelvis AP)	$ 50-	$ 250-
39	1	Humerus – Left	$ 50-	$ 50 -
40	1	Humerus – Right	$ 50-	$ 50 -
41	5	Knee Left – 1– 2 view	$ 50-	$ 250 -
Subtotal Annual Cost Column: (Subtotal Items # 1 - 41)				~~$ 12500~~ $12,400.00

LK 7/17/21

Item #	Est. Volume Per Year	Description	Unit Cost	Annual Cost (Est. Vol. X Unit Cost)
42	20	Knee Left – 3 view (Notch, Lateral, Sunrise)	$ 50 -	$ 1000 -
43	5	Knee Right – 1 – 2 view	$ 50 -	$ 250
44	20	Knee Right – 3 view (Notch, Lateral, Sunrise)	$ 50 -	$ 1000
45	13	Knee Left – 3 view	$ 50 -	$ 650
46	13	Knee Right – 3 view	$ 50 -	$ 650
47	1	Knee Left – 4 view	$ 50 -	$ 50
48	1	Knee Right – 4 view	$ 50 -	$ 50
49	20	Knee AP Bilateral Weight bearing	$ 50 -	$ 1000
50	5	Knee Left – ACL (AP/LAT done in Ext)	$ 50 -	$ 250
51	5	Knee Right – ACL (AP/LAT done in Ext)	$ 50 -	$ 250
52	1	Lumbar Sacral – 1 view	$ 50 -	$ 50
53	14	Lumbar Sacral Spine – 2 – 3 view	$ 50 -	$ 700
54	6	Lumbar Sacral Spine – 4 view	$ 50 -	$ 300
55	1	Lumbar Sacral Spine Routine w/ Flex + Ext	$ 50 -	$ 50
56	1	Mandible – 4 view	$ 50 -	$ 50
57	1	Mastoids	$ 50 -	$ 50
58	1	Nasal Bones	$ 50 -	$ 50
59	1	Neck Soft Tissue	$ 50 -	$ 50
60	1	Orbits	$ 50 -	$ 50
61	1	OS Calcis – Heel – Left	$ 50 -	$ 50
62	1	OS Calcis – Heel – Right	$ 50 -	$ 50
63	10	Pelvis AP, Frog Leg Lateral	$ 50 -	$ 500
64	1	Pelvis 1 – 2 view	$ 50 -	$ 50
65	1	Pelvis – AP – w/ Uni – HiP	$ 50 -	$ 50
66	1	Pelvis + Bi – Hips	$ 50 -	$ 50
67	1	Patella – Left	$ 50 -	$ 50
68	1	Patella – Right	$ 50 -	$ 50
69	1	Penis	$ 50 -	$ 50
70	1	Ribs + PA Chest – Left	$ 50 -	$ 50
71	1	Ribs + PA Chest – Right	$ 50 -	$ 50
72	1	Ribs + Bilateral PA Chest	$ 50 -	$ 50
73	1	Sacroiliac (SI) Joints	$ 50 -	$ 50
74	1	Sacrum & Coccyx – 2 view	$ 50 -	$ 50
75	1	SC – Joints	$ 50 -	$ 50
76	1	Scapula – Left	$ 50 -	$ 50
77	1	Scapula – Right	$ 50 -	$ 50
78	10	Shoulder – Left	$ 50 -	$ 500
79	10	Shoulder – Right	$ 50 -	$ 500
80	10	Shoulder – Left – 3 view (True AP, Y-View, Axillary) Impingement	$ 50 -	$ 500
81	10	Shoulder – Right – 3 view (True AP, Y-View, Axillary) Impingement	$ 50 -	$ 500
82	10	Shoulder – Left – 4 view (True AP, Axillary, Westpoint Axillary, Regular Y-View) Instability	$ 50 -	$ 500
83	10	Shoulder – Right – 4 view (True AP, Axillary, Westpoint Axillary, Regular Y-View) Instability	$ 50 -	$ 500
Subtotal Annual Cost Column: (Subtotal Items # 42 - 83)				$ 10800-

Item #	Est. Volume Per Year	Description	Unit Cost	Annual Cost (Est. Vol. X Unit Cost)
84	10	Shoulder – Left – 3 view (Near View, Internal and External, Axillary, and Regular Y-View) Follow up Trauma	$ 50 -	$ 500 -
85	10	Shoulder – Right – 3 view (Near View, Internal and External, Axillary, and Regular Y-View) Follow up Trauma	$ 50 -	$ 500 -
86	2	Sinuses – 3 view	$ 50 -	$ 100 -
87	1	Skull – 2 view	$ 50 -	$ 50 -
88	1	Skull Less than 4 view	$ 50 -	$ 50 -
89	1	Skull – 4 view Minimum	$ 50 -	$ 50 -
90	1	Sternum	$ 50 -	$ 50 -
91	1	Spine – Thoracic – 1 view	$ 50 -	$ 50 -
92	1	Spine – Thoracic – 2 view	$ 50 -	$ 50 -
93	1	Spine – Thoracic – AP + LAT – w/ Oblique	$ 50 -	$ 50 -
94	1	Spine – Thoracic Routine w/ Flex + Ext	$ 50 -	$ 50 -
95	1	Tibia & Fibula – Left – 2 view (AP, LAT inc. Ankle/Knee Joint)	$ 50 -	$ 50 -
96	1	Tibia & Fibula – Right – 2 view (AP, LAT inc. Ankle/Knee Joint)	$ 50 -	$ 50 -
97	1	TMJ	$ 50 -	$ 50 -
98	1	Toes – Left – 3 view (AP/LAT, External Oblique)	$ 50 -	$ 50 -
99	1	Toes – Right – 3 view (AP/LAT, External Oblique)	$ 50 -	$ 50 -
100	6	Wrist – Left – 3 view (AP/LAT, Oblique)	$ 50 -	$ 300 -
101	10	Wrist – Right – 3 view (AP/LAT, Oblique)	$ 50 -	$ 500 -
102	1	Wrist w/ Navicular – Left	$ 50 -	$ 50 -
103	1	Wrist w/ Navicular – Right	$ 50 -	$ 50 -
104	1	Wrist & Hand – Left	$ 50 -	$ 50 -
105	1	Wrist & Hand – Right	$ 50 -	$ 50 -
106	1	Zygomatic Arch	$ 50 -	$ 50 -
107	21	Zio Patch N/A	$ 450 -	$ 9,450 -
Subtotal Annual Cost Column: (Subtotal Items # 84 - 107)				$ 12,250 -

The remainder of this page is intentionally blank.

2. Estimated Budget (Cost Proposal) – Northern Facility: Ultrasound

Item #	Est. Volume Per Year	Description	Unit Cost	Annual Cost (Est. Vol. X Unit Cost)
1	25	Abdomen Complete Ultrasound	$ 175 -	$ 4,375 -
2	17	Abdomen Limited	$ 175 -	$ 2,975 -
3	3	Abdomen Doppler	$ 175 -	$ 525 -
4	10	Aorta/Renal Retroperitoneal Complete	$ 175 -	$ 1,750 -
5	2	Aorta/Renal Retroperitoneal Limited	$ 175 -	$ 350 -
6	10	Pelvic Ultrasound	$ 175 -	$ 1,750 -
7	10	Carotid Ultrasound	$ 175 -	$ 1,750 -
8	5	Ultrasound of Chest (upper body/back soft tissues)	$ 175 -	$ 875 -
9	2	Arteries Legs Bilateral	$ 175 -	$ 350 -
10	2	Arterial Upper or Lower Ext (ABI) Multiple	$ 175 -	$ 350 -
11	3	Arteries Leg Unilateral	$ 175 -	$ 525 -
12	3	Vein Bilateral or Venous Insufficiency – Leg or Arms	$ 175 -	$ 525 -
13	8	Vein Unilateral – leg or arm	$ 175 -	$ 1,400 -
14	2	Non-Invasive Study Leg Veins with 93970	$ 175 -	$ 350 -
15	3	Soft Tissue Extremity or Axillary Complete	$ 175 -	$ 525 -
16	8	Soft Tissue Extremity or Axillary Limited	$ 175 -	$ 1,400 -
17	1	Artery Arm Bilateral	$ 175 -	$ 175 -
18	1	Artery Arm Unilateral	$ 175 -	$ 175-
Subtotal Annual Cost Column: (Subtotal Items # 1 - 18)				$ 20,125 -

3. Method of Payment

3.1. Services are to be invoiced monthly commencing thirty (30) days after the start of service. Due dates for monthly invoices will be the 15th following the month in which services are provided.

3.2. Invoices shall be sent to the NH Department of Corrections, Financial Services, P.O. Box 1806, Concord, NH 03302, or designee, for approval. The "Bill To" address on the invoice shall be: NH Department of Corrections, Financial Services, P.O. Box 1806, Concord, NH 03302.

3.3. The NH Department of Corrections may adjust the payment amount identified on a Contractor's monthly invoice. The NH Department of Corrections shall suspend payment to an invoice if an invoice is not submitted in accordance with the instructions established by the NH Department of Corrections.

3.4. The NH Department of Corrections Bureau of Financial Services may issue payment to the Contractor within thirty (30) days of receipt of an approved invoice. Invoices shall contain the following information:

- 3.4.1. Invoice date and number;
- 3.4.2. Description of services rendered;
- 3.4.3. Date of service;
- 3.4.4. Facility served; and
- 3.4.5. Quantity, Unit Cost and Extended Cost.

3.5. Payment shall be made to the name and address identified in the Contract as the "Contractor" unless: (a) the Contractor has authorized a different name and mailing address in writing or; (b) authorized a different name and mailing address in an official State of New Hampshire Contractor Registration Application Form; or (c) unless a court of law specifies otherwise. The Contractor shall not invoice federal tax. The State's tax-exempt certificate number is 026000618W.

Exception to Terms and Conditions

A Responder shall be presumed to be in agreement with the Terms and Conditions of RFP NHDOC 21-03-GFMED On-Site X-Ray Electrocardiography (ECG), Zio Patch and Portable Ultrasound Services and the Standard Terms and Conditions in Appendix C – Standard Terms and Conditions unless the Responder takes specific exception to one or more of the conditions on this form. Responders are cautioned that by taking any exception they may be materially deviating from the RFP specifications. If a Responder materially deviates from a RFP specification, its Proposal may be rejected.

A material deviation is an exception to a specification, which 1) affords the Responder taking the exception a competitive advantage over other Responders or 2) gives the State something significantly different than the NH Department of Corrections requested.

INSTRUCTIONS: Responders must explicitly list all exceptions to the NH Department of Corrections concerning the Terms and Conditions of RFP NHDOC 21-03-GFMED On-Site X-Ray Electrocardiography (ECG), Zio Patch and Portable Ultrasound Services and the Standard Terms and Conditions in Appendix C – Standard Terms and Conditions. Reference the actual number of the Terms and Conditions for which an exception(s) is being taken. If no exceptions exist, state "**NONE**" specifically on the form below. Whether or not exceptions are taken, the Responder must **SIGN** this form and submit it as part of organization's Proposal response. *(Add additional pages if necessary).*

Term & Condition Number	Explanation of Exception
Exhibit C - Estimated Budget (Cost Proposal)	Addition of Ancillary Charges: STAT FEE: $35.00 BEDSIDE CANCELLATION: $50.00 CD CHARGE: $25.00 NOTE: All images are available 24/7 via the TridentConnect online portal; CD fee only charged when a physical copy is required.

By signing this form, I (Contract Signatory) acknowledge and accept, without qualification, all Terms and Conditions of RFP NHDOC 21-03-GFMED On-Site X-Ray Electrocardiography (ECG), Zio Patch and Portable Ultrasound Services and terms and conditions of the Appendix C – Standard Terms and Conditions and other required documents stated in the RFP except those clearly outlined as exceptions above.

Regional Sales Director

Contract Signatory Signature and Title

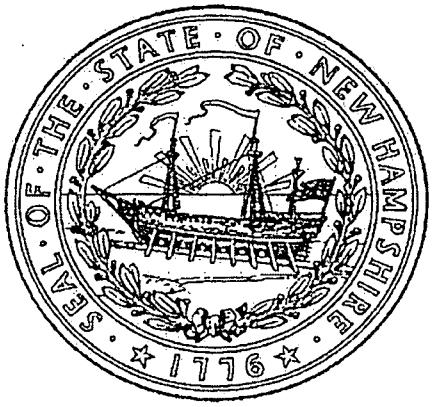
State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SYMPHONY DIAGNOSTIC SERVICES NO. 1, LLC is a California Limited Liability Company registered to transact business in New Hampshire on June 03, 2004. 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: **259808**

Certificate Number: **0005268912**



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 25th day of February A.D. 2021.

William M. Gardner
Secretary of State

State of New Hampshire
Department of State
2021 ANNUAL REPORT

Filed
Date Filed: 1/15/2021
Effective Date: 1/15/2021
Business ID: 259808
William M. Gardner
Secretary of State

BUSINESS NAME:	**SYMPHONY DIAGNOSTIC SERVICES NO. 1, LLC**
BUSINESS TYPE:	**Foreign Limited Liability Company**
BUSINESS ID:	**259808**
STATE OF FORMATION:	**California**

CURRENT PRINCIPAL OFFICE ADDRESS	CURRENT MAILING ADDRESS
930 Ridgebrook Road Sparks, MD, 21152, USA	**930 Ridgebrook Road Sparks, MD, 21152, 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 / Mobile medical diagnostic services.	

MANAGER / MEMBER INFORMATION		
NAME	BUSINESS ADDRESS	TITLE
Brian Cuomo	**930 Ridgebrook Road, Sparks, MD, 21152, USA**	**Manager**
David Velez	**930 Ridgebrook, Sparks, MD, 21152, USA**	**Manager**

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

Title: **Manager**
Signature: **BRIAN CUOMO**
Name of Signer: **BRIAN CUOMO**

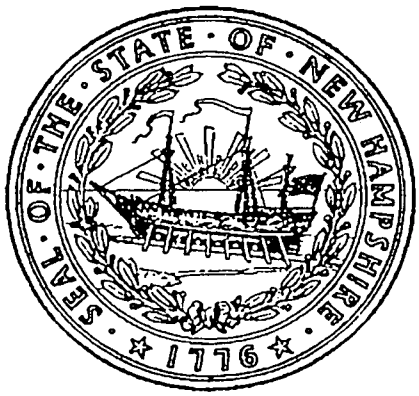
State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that TRIDENTCARE I is a New Hampshire Trade Name registered to transact business in New Hampshire on February 03, 2021. 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: **862205**

Certificate Number: **0005362519**



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 5th day of May A.D. 2021.

William M. Gardner
Secretary of State

TridentCare

May 26, 2021

Via email and regular mail (Jennifer.a.lind@doc.nhc.gov)
Jennifer Lind
Contract/Grant Administrator
105 Pleasant Street
Concord, NH 03301

Dear Ms. Lind:

I am general counsel for TridentCare and its affiliated and related companies, including Symphony Diagnostic Services No.1, LLC d/b/a TridentCare 1 (collectively, "TridentCare"). I hereby certify that Lisa Kerr, a Regional Sales Director for TridentCare, is authorized to sign the Request for Proposal NHDOC 21-03-GFMED and NHDOC 21-04-GFMED and related documents ("RFP") and the contract resulting from the RFP on behalf of TridentCare. Accordingly, TridentCare will honor the terms and conditions contained in the RFP and the resulting contract.

I hereby certify that the authority has not been amended or repealed and remains in full force and effect as of the date of the contract, March 5, 2021, to which this representation is attached. I further certify that it is understood that the State of New Hampshire will rely on this representation as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Should you have any questions or concerns, please do not hesitate to contact me. My email is Brendan.Lamanna@TridentCare.com.

Sincerely,

Brendan G. Lamanna
General Counsel

TridentCare

Signed: Jeff Hooper
Jeff Hooper, President

Date: May 26th, 2021

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

7/31/2021

DATE (MM/DD/YYYY) 8/13/2020

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).

PRODUCER
Lockton Companies
3280 Peachtree Road NE, Suite #250
Atlanta GA 30305
(404) 460-3600

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Lloyd's	
INSURER B : Zurich American Insurance Company	16535
INSURER C : Coverys Specialty Insurance Company	15686
INSURER D : American Zurich Insurance Company	40142
INSURER E :	
INSURER F :	

INSURED 1475385
Trident Topco, LLC
and its subsidiaries
See attached for Additional Insureds Names
930 Ridgbrook Road
Sparks Glencoe MD 21152

COVERAGES **CERTIFICATE NUMBER:** 16859535 **REVISION NUMBER:** XXXXXXX

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	N	N	B0713GLOPR2002145	7/31/2020	7/31/2021	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 3,000,000
							PRODUCTS - COMP/OP AGG	$ 3,000,000
								$
B	AUTOMOBILE LIABILITY [X] ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	N	N	BAP 1861365-03	7/31/2020	7/31/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$ XXXXXXX
							BODILY INJURY (Per accident)	$ XXXXXXX
							PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
C	[X] UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [X] CLAIMS-MADE DED RETENTION $	N	N	005MD000027078	7/31/2020	7/31/2021	EACH OCCURRENCE	$ 15,000,000
							AGGREGATE	$ 15,000,000
								$ XXXXXXX
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	WC-1861364-03	7/31/2020	7/31/2021	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Professional Liability	N	N	B0713GLOPR2002145	7/31/2020	7/31/2021	Per Claim $1,000,000 Per Aggregate $3,000,000 Deductible $100,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.
For Providers in PA that participates in MCare, primary limits of $500K/$1.5M. MCare limits of $500K/$1.5K apply excess of primary limits.

CERTIFICATE HOLDER

16859535
The NH Department of Corrections
PO Box 1806
Concord NH 03302-1806

CANCELLATION See Attachments

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

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The ACORD name and logo are registered marks of ACORD

Attachment Code: D575317 Master ID: 1475385, Certificate ID: 16859535

Company Named Insured Listing

On Organizational Chart:
Trident Topco LLC – **added by RH**
Trident Intermediate Holdco LLC
Trident Holdco LLC
MX Holdings, LLC
MX USA, LLC
New Schryver LLC
Main Street Clinical Laboratory, LLC
MetroStat Clinical Laboratory-Austin, LLC
Trident Clinical Services Holdings, LLC
TridentUSA Mobile Clinical Services, LLC
TridentUSA Foot Care Services LLC
Diagnostic Labs Holdings, LLC
Kan-Di-Ki, LLC
MDX-MDL Holdings, LLC
Community Mobile Diagnostics, LLC
Community Mobile Ultrasound, LLC
TridentUSA Mobile Infusion Services, LLC
Symphony Diagnostic Services No. 1, LLC
American Diagnostics Services, LLC
U.S. Lab & Radiology, LLC
Rely Radiology Holdings, LLC
JLMD Manager, LLC

Alternate Names:
Trident USA Foot Care Services LLC
Symphony Diagnostic Services No 1 LLC dba MobilexUSA
JLMD Manager, LLC dba Rely Radiology
TridentUSA Mobile Clinical Services LLC
Trident Mobile Clinical Services, LLC
Kan-Di-Ki, LLC dba Diagnostic Laboratories
Diagnostic Laboratories & Radiology
MX Holdings, Inc.
MX USA, Inc.

Reono Bertagnolli,MD, a Medical Group
Reono Bertagnolli, a Medical Group DBA Rely Radiology
Reono Bertagnolli, a Medical Group

Legacy and/or Outdated Companies:
Schryver Medical Sales and Marketing, LLC
Trident Clinical Services Holding, Inc.
Trident Mobile Hearing Services, LLC
Quality Mobile X-Ray Services, Inc.
Main Street Clinical Laboratory, Inc.
On-Site Imaging Solutions, Inc.
MetroStat Clinical Laboratory - Austin, Inc.
Community Portable X-Ray, LLC
Mobile Medical Optometry MA PC
Mobile Medical Dental MA PC
Mobile Medical Audiology MA LLC
Mobile Medical Group MA PC
American Diagnostics Services, Inc.
U.S. Lab & Radiology, Inc.

FCPAC Holdings, LLC
FC Pioneer Holding Company, LLC
FC PAC Holdings, LLC
Formax Health Holdings, LLC
Compassus Management Holdings
New Trident Holdcorp, Inc.
Trident USA Health Services, LLC and its subsidiaries
Advanced Radiology Services, Inc.
Cogent Diagnostic Laboratories, Inc.
FCT Health Holdings, LLC
Mobile Medical Group then 2nd NI shows Trident Mobile Clinical
The Bucci Group, Ltd.
Mobile Medical Radiography & EKG, Inc.
Trident Holding Company, LLC

Rely:

Coverage is included for the referenced provider only for acts while working within their course and scope of duties for the Insured.

NH DEPARTMENT OF CORRECTIONS
ADMINISTRATIVE RULES

Cor 307 Items Considered Contraband. Contraband shall consist of:

a) Any substance or item whose possession in 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 i8f 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.

Lisa Kerr	Lisa Kerr	March 5 2021
Name	Signature	Date
Mary Barbeau	Mary Barbeau	March 5, 2021
Witness Name	Signature	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.

Lisa Kerr	Lisa Kerr	March 5, 2021
Name	Signature	Date
Mary Barberich	Mary Barberich	March 5, 2021
Witness Name	Signature	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 persons under Departmental control 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.

Lisa Kerr	Lisa Kerr	March 5, 2021
Name	Signature	Date
Mary Barbarich	Mary Barbarich	March 5, 2021
Witness Name	Signature	Date

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

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

(1) Definitions

a. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

b. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
c. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

d. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.

e. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

f. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

g. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

h. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
i. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

j. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

k. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time.

(2) Use and Disclosure of Protected Health Information

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

b. Business Associate may use or disclose PHI:

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

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

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

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

(3) Obligations and Activities of Business Associate

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

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

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

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

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

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

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

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

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

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

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

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

(4) <u>Obligations of Covered Entity</u>

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

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

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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

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

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

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

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

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

NH Department of Corrections State of New Hampshire Agency Name	Symphony Diagnostic Services No 1 LLC d/b/a Trident Care 1 Contractor Name
Signature of Authorized Representative	Lisa Kerr Contractor Representative Signature
Helen E. Hanks Authorized DOC Representative Name	LISA KERR Authorized Contractor Representative Name
Commissioner Authorized DOC Representative Title	Regional Sales Director Authorized Contractor Representative Title
6/16/2021 Date	March 5, 2021 Date

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Helen E. Hanks
Commissioner

Robin Maddaus
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): Lisa Kerr **Date:** March 5, 2021
(Name of Contract Signatory)

Signature: Lisa Kerr
(Signature of Contract Signatory)