



The State of New Hampshire
Department of Environmental Services

99



Robert R. Scott, Commissioner

January 16 , 2024

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

REQUESTED ACTION

Authorize the Department of Environmental Services (NHDES) to enter into a **RETROACTIVE** amendment to the employee medical monitoring contract (PO# 1068767) with Concord Hospital Inc. (Concord Hospital OHS), Concord, NH, (VC # 177653-B020), by extending the contract completion date to June 30, 2024 from December 31, 2023, effective upon Governor and Council approval. No additional funding is involved in this time extension. The original contract was approved by the Governor and Council on May 15, 2019, Item No. 68. Funding is 24% Federal Funds, 8% General Funds, and 68% Other Funds (LUST Cost Recovery, Oil Pollution Control Fund, Hazardous Waste Cleanup Fund, Asbestos Program, and Title V Permit Fees)

EXPLANATION

This is a **RETROACTIVE** request due to Concord Hospital changing the authorized person to sign contracts to the chief executive officer from the chief financial officer. This transition occurred late in December 2023 which did not allow sufficient time to have the authorized signature acquired by the contract's expiration on December 31, 2023.

Medical monitoring is required under federal law Section 126 (e) of the "Superfund Amendments and Reauthorization Act", and 29 CFR 1910 of the Occupational Health and Safety Administration (OSHA). The contract enables NHDES to provide baseline medical monitoring, annual monitoring, exposure monitoring and employment exit monitoring for up to 30 staff with the potential for risk of hazardous materials exposure while performing routine duties associated with Department programs. Staff include personnel inspecting and testing air emission (stack) discharges, visiting hazardous waste sites, and sampling at hazardous waste or petroleum discharge sites.

On September 13, 2023, NHDES solicited proposals from the three providers listed below, identified as having the requisite medical expertise, medical staff, and office(s) located in the Concord region. Additionally, the request for proposal (RFP) was posted on the NH Department of Administrative Services website.

<u>Firm Name</u>	<u>Location</u>	<u>Proposal Submitted</u>
CONCENTRA	Concord, NH	No
Elliot Health Occupational Health Serv.	Manchester, NH	No
Merrimack Valley Occupational HS	Concord, NH	No

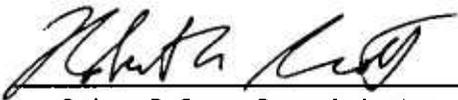
NHDES received no proposals by the October 30, 2023 deadline. Concord Hospital OHS has indicated that Concord Hospital plans to discontinue the provision of occupational health services and therefore will not pursue a long-

term contract. Based on subsequent conversations, Concord Hospital OHS agreed to extend the completion date of the existing contract to June 30, 2024 from December 31, 2023.

This contract amendment will allow NHDES to continue to provide these services while NHDES acquires a new provider through a request for proposal process.

In the event that other funds become no longer available, General funds will not be requested to support the contract. This amendment has been approved by the Department of Justice as to form, content, and execution.

We respectfully request your approval.



Robert R. Scott, Commissioner

Attachments

AMENDMENT #2

This Agreement (hereinafter called the "Amendment #2"), dated this 8 day of January 2024, by and between the State of New Hampshire acting by and through its Department of Environmental Services, Waste Management Division (hereinafter referred to as the "State") and Concord Hospital, Inc. (hereinafter called the "Contractor").

WHEREAS, pursuant to an agreement (hereinafter called the "Agreement") dated April 19, 2019, approved by the Governor and Council on May 15, 2019 at Item No. 68, and amended by the Governor and Council on June 28, 2023, the Contractor agreed to perform certain services upon terms and conditions specified in the Agreement and in consideration of payment by the State of certain sums specified therein; and

WHEREAS, pursuant to the provisions of paragraph 18 of the Agreement, the Agreement may be amended, waived, or discharged only by written instrument executed by the parties thereto; and

WHEREAS, the Contractor and the State have agreed to amend the Agreement in certain respects.

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

1. Amendment and Modification of Agreement:

The Agreement is hereby amended as follows:

- A. The price limitation governing the Agreement as set forth in the Agreement (line 1.8 of the General Provisions and as referenced in Exhibit A of the Scope of Services and in Exhibit B, Contract Price and Payment Method), shall remain at \$155,040.
- B. The Completion Date as set forth in sub-paragraph 1.7 of the agreement shall be changed from December 31, 2023 to June 30, 2024.

2. Effective Date of Amendment:

This Amendment shall take effect upon the date of approval of this Amendment by the Governor and Executive Council of the State of New Hampshire.

3. Continuation of Agreement:

Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement and the obligations of the parties thereunder, shall remain in full force and effect with the terms and conditions set forth.

IN WITNESS WHEREOF, the parties set their hands as of the day and year first above written.

THE STATE OF NEW HAMPSHIRE
Department of Environmental Services

By:  DATE: 1/23/24
Robert R. Scott, Commissioner

Concord Hospital, Inc.

By:  DATE: 1/8/24
Robert P. Steigmeyer, President & Chief Executive Officer

Acknowledgment:

State of _____ County of _____

On this _____ day of _____, 2024 before the

undersigned officer, personally appeared _____,

and acknowledges himself to be the _____ of

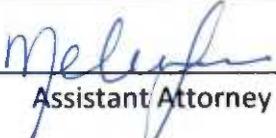
_____, who executed the foregoing instrument for the

purposes therein contained.

IN WITNESS THEREOF, I hereunto set my hand and official seal.

Name and Title of Notary Public

Approval by ATTORNEY GENERAL Form, Substance and Execution):

 1/29/24
Assistant Attorney General Signature Date

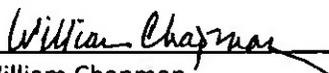
Approved by the GOVERNOR and COUNCIL, this _____ day of _____, 2024

CERTIFICATE OF AUTHORITY

I, William Chapman, hereby certify that:

1. I am a duly elected Secretary of Concord Hospital, Inc.
2. The following is a true copy of a vote taken at a meeting of the Board of Trustees, duly called and held on January 23, 2023 at which a quorum of the Trustees were present and voting.
 - **VOTED:** That Robert Steigmeyer, President and CEO, is duly authorized on behalf of Concord Hospital, Inc. to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.
3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority was valid thirty (30) days prior to and remains valid for thirty (30) days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED: January 2, 2024 _____



William Chapman
Concord Hospital, Secretary of the Board

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that CONCORD HOSPITAL, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on January 29, 1985. 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: 74948

Certificate Number : 0006198400



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 3rd day of April A.D. 2023.

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

David M. Scanlan
Secretary of State

**EXCESS WORKERS COMPENSATION AND
EMPLOYERS LIABILITY INSURANCE POLICY
INFORMATION PAGE**



175 Berkeley Street, Boston, MA 02116

Issued by Liberty Mutual Fire Insurance Company

Policy Number	EW2-61N-252276-023	Issuing Office	Boston, MA
New		Issue Date	10/31/2023
Account Number	1-252276	Sub Account	0001

1. Insured and Mailing Address
Capital Region Health Care Corporation, ET AL
250 Pleasant Street
Concord, NH 03301
Status Corporation
2. Policy Period: The policy period is from 10/01/2023 to 10/01/2024 12:01 A.M. standard time at the Insured's mailing address.
3. Covered State(s) and Territory(s)
 - A. Workers Compensation Insurance: Part One of the policy applies to the Insured's obligations under the Workers Compensation Law of the States listed here: NH
 - B. Employers Liability Insurance: Part Two of the policy applies to the Insured's obligations in each state listed in Item 3.A
 - C. Other States Insurance: Part Three of the policy applies to the Insured's obligations in all other States, except those listed here:
 - D. This policy includes these endorsements and schedules: See Item 3. Coverage D – Extension of Information Page
4. Insured's Retention for each accident or each employee for disease: \$450,000
5. A. Insurer's Limit of Indemnity for each accident or each employee for disease:
 1. For Workers Compensation Insurance: \$Statutory
 2. For Employers Liability Insurance: \$1,000,000
 3. For Workers Compensation and Employers Liability Insurance Combined: \$Not Applicable
- B. Insurer's Aggregate Limit of Indemnity each policy period: \$Not Applicable
6. Premium: The premium for this policy will be determined on the basis of the information shown below, subject to verification and change by audit.

State	Premium Base Estimated Remuneration	Rate per \$100 of Remuneration	Estimated Premiums
See Item 6. - Information Page Extension Schedule			
Minimum Annual Premium \$		Total Estimated Annual Premium	\$
Premium will be billed	Monthly	Deposit Premium	\$

Producer 0002-006008
MARSH USA INC
99 HIGH ST FL 13
Oston



The State of New Hampshire
Department of Environmental Services



Robert R. Scott, Commissioner

June 6, 2023

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

APPROVED G & C
 DATE 28 June 2023
 ITEM # 163

REQUESTED ACTION

Authorize the Department of Environmental Services (NHDES) to enter into a **SOLE SOURCE** amendment to the contract (PO# 1068767) with Concord Hospital Inc. (Concord Hospital OHS), Concord, NH, (VC # 177653-B020), by increasing the contract amount by \$41,640, from \$113,400 to \$155,040, and extending the contract completion date to December 31, 2023 from June 30, 2023, effective upon Governor and Council approval. The original contract was approved by the Governor and Council on May 15, 2019, Item No. 68. Funding is 24% Federal Funds, 8% General Funds, and 68% Other Funds (LUST Cost Recovery, Oil Pollution Control Fund, Hazardous Waste Cleanup Fund, Asbestos Fee Program, and Title V Permit Fees)

Funding is available in the following accounts. Funding for FY2024 is contingent upon the availability and continued appropriation of funds.

	Account Number 03-44-44	FY 2024
Oil Pollution Control Fund	444010-1400-101-500729	\$6,900
NH LUST Cost Recovery	444010-1409-101-500729	\$1,800
Oil Fund Board	444010-1421-101-500729	\$12,100
CERCLA Maintenance	444010-2589-101-500729	\$1,600
CERCLA Programs	444010-2590-101-500729	\$1,000
RCRA State Match	444010-5492-101-500729	\$1,020
Brownfields Response	444010-2514-101-500729	\$3,000
Hazardous Waste Cleanup	444010-5392-101-500729	\$4,770
RCRA UST Program PPG	444010-7603-101-500729	\$900
Asbestos Fee Program	443010-9003-101-500729	\$1,500
Title V Permit Fees	443010-9103-101-500729	\$900
State Permit Fees	443010-9101-101-500729	\$450
LUST TRUST	444010-2075-101-500729	\$2,900
Pease Hazardous Waste Sites	444010-2592-101-500729	\$2,000
Solid Waste Programs	444010-5402-101-500729	\$800
TOTALS		\$41,640

EXPLANATION

Medical monitoring is required under federal law Section 126 (e) of the "Superfund Amendments and Reauthorization Act", and 29 CFR 1910 of the Occupational Health and Safety Administration (OSHA). The contract enables NHDES to provide baseline medical monitoring, annual monitoring, exposure monitoring and employment exit monitoring for up to 30 staff with the potential for risk of hazardous materials exposure while performing routine duties associated with Department programs. Staff include personnel inspecting and testing air emission (stack) discharges, visiting hazardous waste sites, and sampling at hazardous waste or petroleum discharge sites. This is a **Sole Source** request since the amount of the amendment is greater than 10 percent of the original contract and the amendment seeks to continue the ongoing medical monitoring services included in the original Governor and Council approved contract.

On October 18, 2022, NHDES solicited proposals from the four providers, listed below, identified as having the requisite medical expertise, medical staff, and office(s) located in the Concord region. Additionally, the request for proposal (RFP) was posted on the NH Department of Administrative Services website.

<u>Firm Name</u>	<u>Location</u>	<u>Proposal Submitted</u>
Concord Hospital Occupational HS	Concord, NH	Yes
CONCENTRA	Concord, NH	Yes
Elliot Health Occupational Health Serv.	Manchester, NH	No
Merrimack Valley Occupational HS	Concord, NH	No

NHDES received two complete proposals which were reviewed and rated by a three person evaluation committee. Both bidders provided complete testing and examination listings, proposed costs, facility descriptions and staff resumes as required in the RFP. The NHDES evaluation committee scored and ranked the firms as follows:

<u>Firm Name</u>	<u>Points</u>	<u>Baseline Physical & Procedure Proposed Rate</u>
Concord Hospital OHS	271	\$444.94
CONCENTRA	230	\$994.50

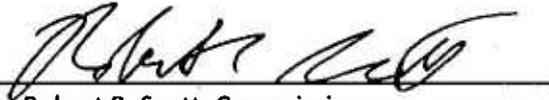
Five criteria were used in the ranking process: 1) costs of required exams and procedures, 2) availability of optional exams and procedures, 3) costs of optional exams and procedures, 4) office location(s), and 5) certifications and associations. The maximum score was 300 points. Concord Hospital OHS provided the most cost-effective pricing for the requested medical exams and testing, are located locally for testing and exams, and have well-trained, capable medical staff familiar with NHDES medical monitoring needs.

During the contract negotiation, on May 16, 2023, Concord Hospital OHS informed NHDES that they would not enter into a four-year contract to provide the required services since in this time period there are plans to stop providing medical monitoring services. Based on subsequent conversations, Concord Hospital OHS agreed to amend the expiration date of the existing contract to December 31, 2023 from June 30, 2023.

This contract amendment will allow NHDES to continue to provide these services while NHDES acquires a new provider through a request for proposal process.

This amendment has been approved by the Department of Justice as to form, content, and execution.

We respectfully request your approval.



Robert R. Scott, Commissioner

Attachments

AMENDMENT #1

This Agreement (hereinafter called the "Amendment #1"), dated this 1st day of June 2023, by and between the State of New Hampshire acting by and through its Department of Environmental Services, Waste Management Division (hereinafter referred to as the "State") and Concord Hospital, Inc. (hereinafter called the "Contractor").

WHEREAS, pursuant to an agreement (hereinafter called the "Agreement") dated April 19, 2019, and approved by the Governor and Council on May 15, 2019 at Item No. 68, the Contractor agreed to perform certain services upon terms and conditions specified in the Agreement and in consideration of payment by the State of certain sums specified therein; and

WHEREAS, pursuant to the provisions of paragraph 18 of the Agreement, the Agreement may be amended, waived, or discharged only by written instrument executed by the parties thereto; and

WHEREAS, the Contractor and the State have agreed to amend the Agreement in certain respects.

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

1. Amendment and Modification of Agreement:

The Agreement is hereby amended as follows:

- A. The price limitation governing the Agreement as set forth in the Agreement (line 1.8 of the General Provisions and as referenced in Exhibit A of the Scope of Services and in Exhibit B, Contract Price and Payment Method), shall be increased by \$41,640 from \$113,400 to \$155,040.
- B. The Completion Date as set forth in sub-paragraph 1.7 of the agreement shall be changed from June 30, 2023 to December 31, 2023.

2. Effective Date of Amendment:

This Amendment shall take effect upon the date of approval of this Amendment by the Governor and Executive Council of the State of New Hampshire.

3. Continuation of Agreement:

Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement and the obligations of the parties thereunder, shall remain in full force and effect with the terms and conditions set forth.

IN WITNESS WHEREOF, the parties set their hands as of the day and year first above written.

THE STATE OF NEW HAMPSHIRE
Department of Environmental Services

By: *Robert R. Scott* DATE: 6/8/23
Robert R. Scott, Commissioner

Concord Hospital, Inc.
By: *Scott W. Sloane* DATE: 6/1/23
Scott Sloane, Chief Financial Officer

Acknowledgment:

State of NH County of Merrimack

On this 1 day of June, 2023 before the

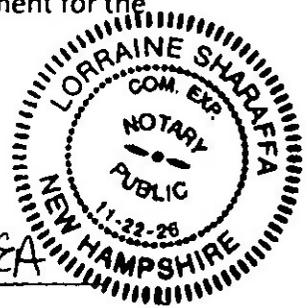
undersigned officer, personally appeared yes

and acknowledges himself to be the CFO of

Concord Hospital, Inc, who executed the foregoing instrument for the
purposes therein contained.

IN WITNESS THEREOF, I hereunto set my hand and official seal.

Lorraine Sharaffa, EA
Name and Title of Notary Public



Approval by ATTORNEY GENERAL Form, Substance and Execution):
K. G. (K. Allen Brant) 6/8/23
Assistant Attorney General Signature Date

Approved by the GOVERNOR and COUNCIL, this _____ day of _____, 2023

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that CONCORD HOSPITAL, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on January 29, 1985. 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: 74948

Certificate Number : 0006198400



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 3rd day of April A.D. 2023.

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

David M. Scanlan
Secretary of State

CERTIFICATE

I, William Chapman, Secretary of Concord Hospital, Inc. do hereby certify:

- 1) I maintain and have custody of and am familiar with the seal and minute books of the corporation;
- 2) I am authorized to issue certificates with respect to the contents of such books and to affix such seal to such certificates;
- 3) The following is a true and complete copy of the resolution adopted by the board of trustees of the corporation at a meeting of that board on March 21, 2005 which meeting was held in accordance with the law of the state of incorporation and the bylaws of the corporation:

The motion was made, seconded and the Board unanimously voted that the powers and duties of the President shall include the execution of all contracts and other legal documents on behalf of the corporation, unless some other person is specifically so designated by the Board, by law, or pursuant to the administrative policy addressing contract and expenditure approval levels.

- 4) the foregoing resolution is in full force and effect, unamended, as of the date hereof and for the following 30 days; and
- 5) the following persons lawfully occupy the offices indicated below:

Robert P. Steigmeyer, President
Scott W. Sloane, Chief Financial Officer

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Corporation this 2nd day of JUNE, 2007.

William Chapman
Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/02/2023

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 MARSH USA, LLC. 99 HIGH STREET BOSTON, MA 02110 Attn: Boston.certrequest@Marsh.com	CONTACT NAME: _____ PHONE (A/C No. Ext): _____ FAX (A/C. No): _____ E-MAIL ADDRESS: _____	
	INSURER(S) AFFORDING COVERAGE	
CN142100133-Lacon-GIFI-22-23	INSURER A : Concord Hospital Insurance Group, LLC	
INSURED Concord Hospital, Inc. 250 Pleasant Street Concord, NH 03301	INSURER B : _____	
	INSURER C : _____	
	INSURER D : _____	
	INSURER E : _____	
	INSURER F : _____	

COVERAGES **CERTIFICATE NUMBER:** NYC-011810414-02 **REVISION NUMBER:** 5

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____		CHIG-Primary-2022	10/01/2022	10/01/2023	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ _____ MED EXP (Any one person) \$ _____ PERSONAL & ADV INJURY \$ _____ GENERAL AGGREGATE \$ 12,000,000 PRODUCTS - COMP/OP AGG \$ _____ _____ \$ _____
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ _____ BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____ _____ \$ _____
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____					EACH OCCURRENCE \$ _____ AGGREGATE \$ _____ _____ \$ _____
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ _____ E.L. DISEASE - EA EMPLOYEE \$ _____ E.L. DISEASE - POLICY LIMIT \$ _____
A	Professional Liability		CHIG-Primary-2022	10/01/2022	10/01/2023	SEE ABOVE

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

CERTIFICATE HOLDER **CANCELLATION**

New Hampshire Department of Environmental Services PO Box 95, 29 Hazen Drive Concord, NH 03301-0095	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 <i>Marsh USA LLC</i>
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April 19, 2019

APPROVED G & C

DATE: 5/15/19
ITEM # 68

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

REQUESTED ACTION

Authorize the Department of Environmental Services (NHDES) to enter into a contract with Concord Hospital Inc. (Concord Hospital OHS), Concord, NH (Vendor Code #177653-B020) in the amount of \$113,400 for personnel medical monitoring services, effective upon Governor and Council approval through June 30, 2023. 31% Federal, 12% General Funds, and 57% Other Funds (Oil Pollution Control Fund, LUST Cost Recovery, Oil Fund Board, Hazardous Waste Cleanup Fund, MTBE Settlement Fund, Asbestos Fee Program, Title V Permit Fees and State Permit Fees)

Funds to support this request are anticipated to be available in the following accounts in State FY 2020 through State FY 2023 upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

Fund Name	Account Number 03-44-44	FY 2020	FY 2021	FY 2022	FY 2023	Totals
Oil Pollution Control Fund	444010-1400-101-500729	\$4,950	\$4,950	\$4,950	\$4,950	\$19,800
NH LUST Cost Recovery	444010-1409-101-500729	\$900	\$900	\$900	\$900	\$3,600
Oil Fund Board	444010-1421-101-500729	\$5,400	\$5,400	\$5,400	\$5,400	\$21,600
CERCLA Maintenance	444010-2589-101-500729	\$800	\$800	\$800	\$800	\$3,200
CERCLA Programs	444010-2590-101-500729	\$600	\$600	\$600	\$600	\$2,400
RCRA State Match	444010-5492-101-500729	\$800	\$800	\$800	\$800	\$3,200
Brownfields Response	444010-2514-101-500729	\$3,000	\$3,000	\$3,000	\$3,000	\$12,000
Hazardous Waste Cleanup	444010-5392-101-500729	\$1,800	\$1,800	\$1,800	\$1,800	\$7,200
RCRA UST Program PPG	444010-7603-101-500729	\$1,800	\$1,800	\$1,800	\$1,800	\$7,200
MTBE Settlement	444010-8893-101-500729	\$1,000	\$1,000	\$1,000	\$1,000	\$4,000
Asbestos Fee Program	443010-9003-101-500729	\$900	\$900	\$900	\$900	\$3,600
Title V Permit Fees	443010-9103-101-500729	\$900	\$900	\$900	\$900	\$3,600
State Permit Fees	443010-9101-101-500729	\$450	\$450	\$450	\$450	\$1,800
LUST TRUST	444010-2075-101-500729	\$1,800	\$1,800	\$1,800	\$1,800	\$7,200
Pease Hazardous Waste Sites	444010-2592-101-500729	\$1,500	\$1,500	\$1,500	\$1,500	\$6,000
Solid Waste Programs	444010-5402-101-500729	\$1,750	\$1,750	\$1,750	\$1,750	\$7,000
TOTALS		\$28,350	\$28,350	\$28,350	\$28,350	\$113,400

EXPLANATION

This four-year contract will provide baseline medical monitoring for new hires, annual exams for existing staff, and personnel exit medical monitoring for up to 100 staff positions that are at risk of exposure to hazardous materials while performing routine job duties in various Department programs. These staff include personnel who inspect and test air emission (stack) discharges, visit hazardous waste sites, corrective action project managers that sample hazardous waste or petroleum release sites, and environmental health risk assessors. Medical monitoring is required under federal law Section 126 (e) of the "Superfund Amendments and Reauthorization Act", and 29 CFR 1910 of the Occupational Health and Safety Administration (OSHA). The previous medical monitoring contract with Concord Hospital OHS expires on June 30, 2019.

On October 10, 2018, Requests for Proposals (RFP) for a new medical monitoring contract for the FY 2020 – 2023 period were solicited from five medical services firms listed below. Five providers were identified by the Department as having the necessary medical expertise, medical staff, and locations at a reasonable distance from Concord. The RFP was also posted on the NHDES web site for any other interested medical providers.

<u>Firm Name</u>	<u>Location</u>	<u>Proposal Submitted</u>
Concord Hospital OHS	Concord, NH	Yes
CONCENTRA	Norwell, MA	Yes
Elliot Health System	Manchester, NH	Yes
Laconia Regional General Health Care	Laconia, NH	Incomplete
Merrimack Valley OHS	Concord, NH	No

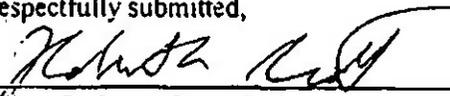
Of these five named providers, three medical services entities submitted complete proposals for the new contract. These proposals were reviewed and rated by a NHDES evaluation committee. All three bidders provided complete required testing and examination lists, proposed costs, facility descriptions and staff resumes as specified in the RFP. The NHDES evaluation committee scored and ranked the three firms as follows:

<u>Firm Name</u>	<u>Points</u>	<u>Complete Physical & Tests Proposed Rates</u>
1. Concord Hospital OHS	260	\$429.88
2. CONCENTRA	239	\$609.00
3. Elliot Health System	179	\$545.40

The maximum possible score was 300 points. Five criteria were used for each evaluation and scoring: 1) required exams and procedures costs, 2) optional exams and procedures availability, 3) optional exams and procedures costs, 4) office location(s), and 5) certifications and associations. Concord Hospital OHS provided the most cost-effective pricing for all requested medical exams and testing, with one local location for testing and physicals, and have well-trained and capable medical staff that are familiar with NHDES medical monitoring needs. See Attachment A for the NHDES proposal reviewers and scores.

This contract was approved by the Office of Attorney General as to form, content, and execution. In the event that the Federal funds become no longer available, general funds will not be requested to support this program.

Respectfully submitted,


Robert R. Scott, Commissioner

Attachments

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Environmental Services		1.2 State Agency Address P.O. Box 95, 29 Hazen drive, Concord, NH 03302-0095	
1.3 Contractor Name Concord Hospital, Inc.		1.4 Contractor Address 250 Pleasant Street, Concord, NH 03301	
1.5 Contractor Phone Number 603-227-7000 X6059	1.6 Account Number Exh. B-1 funding accounts list	1.7 Completion Date June 30, 2023	1.8 Price Limitation \$113,400.00
1.9 Contracting Officer for State Agency Steven A. Croce, P.E.		1.10 State Agency Telephone Number 603-271-2229	
1.11 Contractor Signature <i>Scott W. Sloane</i>		1.12 Name and Title of Contractor Signatory Scott Sloane, CFO/SR VP Finance	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merr. Meck.</u> On <u>3/28/2020</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proved to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.12 Notary Public or Justice of the Peace <i>[Signature]</i>			
1.13.2 Notary or Justice of the Peace <i>Kathleen G Lamontagne, Notary</i>			
1.14 State Agency Signature <i>[Signature]</i> Date: <u>4-19-19</u>		1.15 Name and Title of State Agency Signatory Robert R. Scott, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <i>[Signature]</i> On: <u>4/24/19</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

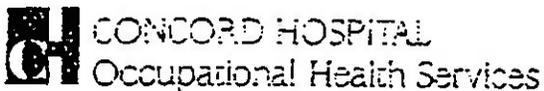
24. **ENTIRE AGREEMENT:** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

EXHIBIT A

Scope of Services

- 1.0 The MEDICAL PROVIDER, shall at the request of the NHDES, perform medical examinations including physical exams, blood & urine tests, and associated lab testing services as specified in the Concord Hospital Occupational Health Services (Concord Hospital OHS) Proposal dated November 6, 2018.
- 2.0 The MEDICAL PROVIDER shall provide NHDES with a "fit-for-duty" Occupational Health Services Checklist (OHSC) for the examination and lab testing results as required under the RFP scope of work. The OHSC shall be completed by the MEDICAL PROVIDER and sent via secure email to the NHDES within 7 to 10 working days after the medical examination date for each NHDES staff member. The OHSC form is attached as Exhibit A-1.
- 3.0 NHDES may require optional medical monitoring procedures and examinations as listed in the Concord Hospital OHS Proposal. Additional procedures or examinations and their costs shall require prior approval from the NHDES.
- 4.0 The OHSC shall be emailed to the attention of Alysa Dow, NHDES Human Resources Bureau at 603-271-8875, email alysa.dow@des.nh.gov. The NHDES Human Resources Bureau may be contacted directly at 603-271-8875.
- 6.0 The primary NHDES point-of-contact for this contract is Steven Croce at 603-271-2229, email at steven.croce@des.nh.gov, and the primary Concord Hospital OHS point-of contact for this contract is Shaney Blais at 603-230-1215, email at sblais@crhc.org. All NHDES employees to be scheduled for physical examinations and lab testing services under this contract shall coordinate such visits with their immediate supervisor(s) to ensure there is approved funding.
- 7.0 The OHSC examination and lab testing results shall be mailed directly (upon request) to the NHDES employees examined for baseline, annual or exit conditions. Also, NHDES shall be emailed the OHSC with Respirator Clearance Form for all NHDES staff member that were tested for the pulmonary function test (PFT) in order to be "fit-tested" to wear a respirator.
- 8.0 The primary Concord Hospital OHS contact phone number to schedule appointments is 603-230-1220.

Contractor Initials SDS
Date 4/25/19



One Corporate Center at Horseshoe Pond
60 Commercial Street, Concord, NH 03301

NH DEPT. OF ENVIRONMENTAL SERVICES CHECKLIST

The service(s) identified by a check mark were provided for this patient:

<p>Physicals</p> <p><input type="checkbox"/> Pre-Employment/Baseline <input type="checkbox"/> Fit for Duty/Return to Work</p> <p><input type="checkbox"/> Annual</p> <p><input type="checkbox"/> Health Screening</p> <p><input type="checkbox"/> DOT Physical</p> <p><input type="checkbox"/> Respirator Clearance</p>	<p>Vaccines/other screenings</p> <p><input type="checkbox"/> Hepatitis B Vaccine</p> <p><input type="checkbox"/> Influenza Vaccine</p> <p><input type="checkbox"/> MMR Vaccine</p> <p><input type="checkbox"/> Rabies Vaccine</p> <p><input type="checkbox"/> TB Skin Test - one step</p> <p><input type="checkbox"/> TB Skin Test - two step</p> <p><input type="checkbox"/> Tetanus/Diphtheria (Td) Vaccine</p> <p><input type="checkbox"/> Tetanus/Diphtheria/Pertussis (Tdap) Vaccine</p> <p><input type="checkbox"/> Varicella Vaccine</p>	
<p>Substance screening</p> <p><input type="checkbox"/> DOT</p> <p><input type="checkbox"/> Non DOT</p> <p><input type="checkbox"/> Random</p> <p><input type="checkbox"/> Pre-Employment</p> <p><input type="checkbox"/> 5 Panel</p> <p><input type="checkbox"/> 10 Panel</p> <p><input type="checkbox"/> 14 Panel</p> <p><input type="checkbox"/> Breath Alcohol Screening</p> <p><input type="checkbox"/> Other:</p>	<p>Other individual services</p> <p><input type="checkbox"/> Audiogram</p> <p><input type="checkbox"/> Chest X-ray (PA and Lateral)</p> <p><input type="checkbox"/> ECG</p> <p><input type="checkbox"/> Respiratory Fit Test</p> <p><input type="checkbox"/> Spirometry/PFT</p> <p><input type="checkbox"/> Other:</p>	
<p>Laboratory</p> <p><input type="checkbox"/> Arsenic</p> <p><input type="checkbox"/> CBC (complete blood count)</p> <p><input type="checkbox"/> CMP (comp.metabolic panel)</p> <p><input type="checkbox"/> Lipid panel</p> <p><input type="checkbox"/> Lyme panel</p> <p><input type="checkbox"/> Mercury</p>	<p>Titers</p> <p><input type="checkbox"/> Hepatitis B Surface Antibody</p> <p><input type="checkbox"/> Measles</p> <p><input type="checkbox"/> Mumps</p> <p><input type="checkbox"/> Rabies</p> <p><input type="checkbox"/> Rubella</p> <p><input type="checkbox"/> Varicella</p>	
<p>Comments: _____</p> <p>_____</p>		
<p>Fitness for duty</p> <p><input type="checkbox"/> Fit to perform all components of your job</p> <p><input type="checkbox"/> Fit to perform all components of your job with the following restrictions: _____</p> <p><input type="checkbox"/> Not fit to work; required to see further testing by personal physician</p>	<p>Respirator use</p> <p><input type="checkbox"/> Medically approved for all respirators</p> <p><input type="checkbox"/> Medically approved for all respirators with the following restrictions: _____</p> <p><input type="checkbox"/> Required to seek further testing prior to approval for respirator use</p>	
<p>Recommendations</p> <p><input type="checkbox"/> No occupationally related follow-up needed at this time</p> <p><input type="checkbox"/> Repeat and/or additional testing: _____</p> <p><input type="checkbox"/> Consult your personal physician regarding: _____</p> <p>_____</p> <p><input type="checkbox"/> I have informed the above-named individual of this evaluation and of any medical conditions that may require further explanation or treatment.</p> <p><input type="checkbox"/> Unable to reach employee by phone on _____ and _____. Letter mailed to address on file at time of registration.</p> <p><input type="checkbox"/> Copy of ALL exam forms sent to home address at patient's request.</p>		
<p>Provider Printed Name _____</p>	<p>Provider Signature _____</p>	<p>Date and Time _____</p>

EXHIBIT B

Contract Price and Payment Method

1.0 Funding Account Numbers:

Account Number 03-44-44	Totals
444010-1400-101-500729	\$19,800
444010-2075-101-500729	\$7,200
444010-1409-101-500729	\$3,500
444010-1421-101-500729	\$21,600
444010-2589-101-500729	\$3,200
444010-2590-101-500729	\$2,400
444010-5492-101-500729	\$3,200
444010-2514-101-500729	\$12,000
444010-5392-101-500729	\$7,200
444010-7603-101-500729	\$7,200
444010-9003-101-500729	\$3,600
444010-9103-101-500729	\$3,600
444010-9101-101-500729	\$1,800
444010-2592-101-500729	\$6,000
444010-8893-101-500729	\$4,000
444010-5402-101-500729	\$7,000
	\$113,400

2.0 The State agrees to pay the MEDICAL PROVIDER for the comprehensive medical surveillance items as specified in the Concord Hospital OHS Proposal dated November 6, 2018 and summarized below:

- Annual Exam = \$429.88
- New Hire/Baseline Exam = \$429.88 + \$115.(add 2 view. chest x-ray)
- Exit Exam = \$379.88 (minus PFT)

Refer to Exhibit B-1 for the exam details and optional exams & procedures pricing.

3.0 The NHDES agrees to accept and pay invoices as submitted by the MEDICAL PROVIDER no later than 45 days after approval by the NHDES reviewer, or after an invoice has been received at the NHDES Human Resources Bureau, whichever is later.

4.0 The total amount of all payments made to the MEDICAL PROVIDER by the DES shall not exceed the amount set forth in this contract unless the terms of this contract are revised by the State and approved by the Governor and Council.

5.0 The prices provided in the Concord Hospital OHS Proposal shall be used throughout the contract period and shall not be revised or "marked-up" unless negotiated with the State and approved in a formal amendment to the contract agreement by the NH Governor and Executive Council.

Contractor Initials SM
Date 4/15/17

EXHIBIT B-1

VII. Pricing

COST PROPOSAL TABLE (Revised #1)

Medical Surveillance Items	Unit Items	Number of Charge Items	Total Cost
Comprehensive Physical	Exam	1	\$70
Vision screen (includes depth perception)	Exam	1	Included
Medical History Review	Examine	1	Included
Audiogram	Exam	1	\$35
Pulmonary Function Test	Test & Interpretation	2	\$40 \$10
Microscope Urine Analysis	Urine Test	1	\$3.70
Lyme Disease Antibody Test (IgG & IgM)	Blood Test	1	\$25
Heavy Metal Urine Analysis	Heavy Metals Panel 4 Urine Test includes Arsenic*, Lead, Mercury, & Cadmium	1	\$95.00
Lipid Panel	Blood Test	1	\$15.66
Bilirubin, Direct	Blood Test	1	\$5.90
Complete Blood Count (CBC) w/Differential	Blood Test	1	\$7.07
Blood Draw Fee	Venipuncture	1	\$14.50
Complete Blood Metabolic Panel	Blood Test	1	\$12.35
Zinc Protoporphyrins (ZPP) Analysis	Blood Test	1	\$30.70
Electrocardiogram (EKG)	Test & Interpretation	2	\$43 \$22
		TOTAL COST:	\$429.88

*Arsenic – will automatically reflex to fractionated arsenic if original urine sample comes up positive. The reflex testing is priced separately and is listed below in Optional Exams & Procedures section.

EXHIBIT B-1
(continued)

VIII. Optional Exams & Procedures (priced individually):

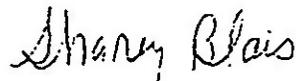
Cholinesterase Analysis	\$29.15
Methemoglobin Analysis	\$26.05
Cardiac Stress Test & Interpretation	\$547 \$33
Chest X-rays, 2 view (Board Certified Radiologist)	\$115
Chest X-rays, B Reading	Unable to quote
Hepatitis B Immunization plus injection fee	\$72.50
Hepatitis B Immunization Series (3 shots) plus injection fees	\$217.50
Lyme Disease Immunization	Not available
PCB blood test	\$125.00
Tetanus Toxoid Immunization plus injection fee	\$47.50
Triglycerides and cholesterol (fasting)	\$15.66
Reflex to Fractionated Arsenic	\$139.99
Blood Draw Fee (Venipuncture)	\$14.50

Please feel free to call regarding any of our services including pricing. We appreciate the opportunity to provide you with this information.

Sincerely,



Carole Domin, RDN LD CDE MBA
Director Specialty Services
603-227-7000 ext 3051
cadomin@erhc.org



Shaney Blais
Practice Manager Occupational Health
603-230-1215
sblais@erhc.org

EXHIBIT C

No Special Provisions are required.

Contractor Initials SNS
Date 4.15.19

CERTIFICATE

I, William Chapman, Secretary of Concord Hospital, Inc. do hereby certify:

- 1) I maintain and have custody of and am familiar with the seal and minute books of the corporation;
- 2) I am authorized to issue certificates with respect to the contents of such books and to affix such seal to such certificates;
- 3) The following is a true and complete copy of the resolution adopted by the board of trustees of the corporation at a meeting of that board on March 21, 2005 which meeting was held in accordance with the law of the state of incorporation and the bylaws of the corporation:

The motion was made, seconded and the Board unanimously voted that the powers and duties of the President shall include the execution of all contracts and other legal documents on behalf of the corporation, unless some other person is specifically so designated by the Board, by law, or pursuant to the administrative policy addressing contract and expenditure approval levels.

- 4) the foregoing resolution is in full force and effect, unamended, as of the date hereof; and
- 5) the following persons lawfully occupy the offices indicated below:

Robert P. Steigmeyer, President
 Scott W. Sloane, Chief Financial Officer

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Corporation this 8 day of March, 2019.

(Corporate seal)

William Chapman
 Secretary

State of: NH

County of: Merrimack

On this, the 8th day of March, 2019, before me a notary public, the undersigned officer, personally appeared William Chapman, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.



Kathleen G. Lamontagne
 Notary Public

My Commission expires: 11-13-20

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 CONCORD HOSPITAL, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on January 29, 1985. 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: 74948

Certificate Number: 0004488032



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of April A.D. 2019.

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

William M. Gardner,
Secretary of State



Owner: Fournier, Julie

Level 2 - Enterprise Policy/Procedure

Approver(s): McCarthy, Kevin

Effective: 01/09/2019

Title: Contracts and Expenditures: Approval Levels

Policy:

Concord Hospital limits the amount to which an employee can encumber the organization.

1. Purpose:

To provide a structure to ensure that hospital resources are managed properly

2. Abbreviations:

Supply Chain Management Approved Abbreviations for use in Documents

3. Definitions:

Approved Definitions for Use at Concord Hospital

Contract: Any written document (except documents identified in "Expenditures" below) that encumbers the organization. This includes, but is not limited to:

- Pricing Contracts
- Repair and maintenance agreements
- Service agreements
- Real estate leases (refer to Contracts and Expenditures: Real Estate)
- Equipment leases
- Consultant agreements
- Staffing agreements
- Employee leases
- Contracts for services (with Concord Hospital as either the recipient or provider of said services)
- Application and Certificate of Payment
- Letters of commitment
- Grants
- Insurance contracts
- New contracts
- Renewal contracts

Contracts and Expenditures: Approval Levels

- Software licenses

Expenditures: Expenditures will be categorized as follows:

- Acquisitions utilizing Purchase Orders
- Acquisitions without utilizing Purchase Orders
- General Reimbursements
- Approvals for Recurring general expenses necessary to operate the Hospital
- Petty Cash
- Emergent purchases

Purchase Order: A Purchase order is considered an expenditure and not a contract.

4. Procedure Elements:

4.1. Contract Approval Requirement for all but real estate leases (refer to Contracts and Expenditures: Real Estate)

- A contract with a total value of \$100,000 or less requires only one member of Senior Management to sign. A contract over \$100,000 requires signatures from two members of Senior Management
- Senior Management members, with the exception of the Chief Executive Officer and Chief Financial Officer, shall have approval limits for any single contract of \$500,000 a year and \$1 million over the life of the contract
- The Chief Financial Officer has approval limits for any single contract of \$3 million a year and \$9 million over the life of the contract
- For contracts with values that exceed the limits provided to the Chief Financial Officer, the Chief Executive Officer will sign in addition to one other member of Senior Management
- The Senior Vice President of Finance/Chief Financial Officer or Chief Executive Officer will sign contracts with third party payers. Only one of these signatures is necessary
- It is acknowledged that circumstances may arise whereby acquiring appropriate Senior Management signatures on a contract is not possible due to the geographical location of the signing of the contract. An example of this would be the signing of a real estate purchase and sale agreement at a bank or attorney's office or vehicle purchase at dealership. For these situations, only one Senior Management signature is necessary with the expressed verbal approval of the Chief Executive Officer prior to the consummation of the contract
- Occasionally vendors send over agreements for signature that are not a contract, but documenting purchase and terms of a one-time purchase,

Contracts and Expenditures: Approval Levels

guaranteed pricing, or \$0 loan of surgical instrument tray. An example may include a bulk buy of product. In this scenario, the approvals outlined in 4.3 Acquisitions may be followed for signature on those documents. Another example may be pricing for hotel accommodations or other memorandum of understanding. Buyers and Contract Analyst may consult with SCM Director to verify requirements

4.2. Acquisitions

- Purchase orders or invoices for products and services that have been negotiated as part of an umbrella contract or project, which is valid at the time of purchase, are assumed to be pre-approved purchases
- Invoices and Application and Certificate of Payment (Facility Operations Projects), which are linked to an existing contract, are assumed to be pre-approved purchases. If no existing contract, the Vice President of Support Services must sign together with the Director of Facility Operations
- Purchase orders for capital equipment items, approved through a motion of the hospital's Capital Equipment Committee, and with an actual purchase price below, or at the approved amount, are assumed to be approved purchases
- HEMM software has an approval mechanism built into its electronic requisition module
- All purchase requisitions using Purchase orders, Check Requests or Credit Cards will adhere to the following approval levels:

Amount	Level
o \$ 2,500	Staff
o \$ 5,000	Supervisor
o \$10,000	Manager
o \$10,000	O.R., DSC, & OSC Staff/Lab Med Tech
o Unlimited	Director
o Unlimited	O.R. Business Manager/O.R. Nurse Manager/Cath Lab Nurse Manager/I.R. Lab Nurse Manager/Facilities Manager/Real Estate Manager
o A single Purchase Order over \$100,000 is considered a contract and would fall under the contract guidelines requiring two Senior Management signatures	

4.3. General Reimbursements - Individual

- This category includes reimbursement to an INDIVIDUAL of the organization for an expense previously incurred by said individual. Examples include tuition reimbursement, mileage, expense reimbursement, and license renewals
- Two signatures are needed on all general reimbursement requests

Contracts and Expenditures: Approval Levels

- General reimbursements must be supported with an itemized bill, statement, receipt, cancelled check, etc.
- If the general reimbursement request is initiated by a staff member at a level of the organization below Director level, the request must be co-signed by a member of said staff member's department who is higher than that employee on the department's organizational chart
 - Example: A staff level employee would need a Supervisor, Manager or Director of his/her department to co-sign the request. A Supervisor would need a Manager or Director to co-sign and a Manager would need the Director to co-sign
- If a department Director initiates the general reimbursement request, and the request is for less than \$1,000, the request is to be co-signed by another member of that department's leadership team, recognizing that the individual co-signing is below the Director on the department's organizational chart. If the Director is the only member of the department's leadership team, the request is to be co-signed by the Director's senior manager. If a department Director initiates the general reimbursement request, and the request is for more than \$1,000, the request is to be co-signed by said Director's Vice President
- If a member of Senior Management initiates a general reimbursement request, it will be co-signed by another member of the Senior Management team. An exception is that the Chief Executive Officer can have his or her executive assistant co-sign his or her requests

4.4. Recurring General Expenses

- There are a significant number of recurring general expenses in the hospital that are assumed to be approved, based on historical precedent and are validated by leaders of the hospital, often, but not always, after the expense is incurred. These may or may not be part of an umbrella contract. Included as examples are: utilities, office supplies, medical waste, fuel and postage. The appropriate Director within the organization must approve invoices for these expenses. The Accounting Department staff will check expenses for "reasonableness" based on history. Department Directors will audit said expenses through the monthly Responsibility Summary
- Staff members may purchase items on behalf of the hospital directly from a local vendor at the vendor location. These expenses are assumed to be normal operating expenses and therefore approval is assumed. Purchasing staff can issue purchase orders for said purchases even though acquisition costs may not be known prior to the purchase. If acquisition price is not known, Purchasing must be informed of the cost as soon as it is identified. These expenses may or may not be part of an umbrella contract or project. Included

Contracts and Expenditures: Approval Levels

as examples are: hardware materials. The appropriate department Director will check expenses for "reasonableness" through the monthly Responsibility Summary

4.5. Emergent Repairs

- The organization recognizes that there are times when individuals of the organization need to make decisions to incur expenses when it is improbable to follow the approval policies of the organization. Generally, these decisions would be made during "off normal work hours," specifically nights, weekends and holidays. Any individual of the organization is empowered to make an emergency decision that said individual deems is in the best interest of the organization at the time the decision is made. In these instances, the Director of the department generating the expense would be alerted to the expense at the first opportunity and the approval policies as identified above would be followed retrospectively

5. References:

N/A

6. Related Documents:

Contracts Administration
Contract Development, Terms and Conditions
Purchasing - Ordering Via a Paper Requisition
Contracts and Expenditures: Real Estate

7. Authorizing Document:

N/A

8. Associated Committees:

N/A

ATTACHMENT A

MEDICAL MONITORING PROPOSALS EVALUATION AND SCORES

Medical Firms	Cost of Annual Exams & Tests	Availability of Optional Exams	Costs of Optional Exams	Office Location(s)	Certifications & Associations	SCORES
Concord Hospital OHS	90	34	52	42	42	260
Concentra	55	37	44	58	45	239
Elliot Hospital System	67	8	46	16	42	179

DES EVALUATION TEAM

Steven A. Croce, P.E.	PRS Remediation Contracts Supervisor	40+ Years Experience
Robert Bishop	SRCIS Administrator	35+ Years Experience
Courtney Evans, SIIRM-SCP	Safety and Training Coordinator	20+ Years Experience



CERTIFICATE OF LIABILITY INSURANCE

DATE: MM/DD/YYYY
12/14/2018

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 MARSH USA, INC 99 HIGH STREET BOSTON, MA 02110 Attn: Boston.csrrequest@marsh.com	CONTACT NAME: PHONE: _____ FAX: _____ (A/C No. Ext): _____ (A/C No): _____ E-MAIL ADDRESS: _____	
	INSURER(S) AFFORDING COVERAGE	
CN107277064-CHS-janor-19-20	INSURER A: Granite Shield Insurance Exchange	NAIC #
INSURED CAPITAL REGION HEALTHCARE CORPORATION & CONCORD HOSPITAL, INC. ATTN: KATHY LAMONTAGNE, ADMINISTRATION 250 PLEASANT STREET CONCORD, NH 03301	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** NYC-009846521-17 **REVISION NUMBER:** 2

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

INSR LTR	TYPE OF INSURANCE	ADDL/SUBR INSR. YMD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____		GSIE-PRIM-2019-101	01/01/2019	01/01/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 12,000,000 PRODUCTS - COMPROP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (EA ACCIDENT) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> CED <input type="checkbox"/> RETENTION(S)					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$
A	Professional Liability		GSIE-PRIM-2019-101	01/01/2019	01/01/2020	SEE ABOVE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 GENERAL LIABILITY AND PROFESSIONAL LIABILITY SHARE A COMBINED LIMIT OF 2,000,000/12,000,000. HOSPITAL PROFESSIONAL LIABILITY RETRO ACTIVE DATE 6/24/1985.

CERTIFICATE HOLDER NH Department of Environmental Services 29 Hazen Drive Concord, NH 03301	CANCELLATION 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 of Marsh USA Inc. Elizabeth Stapleton <i>Elizabeth Stapleton</i>
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