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State of New Hampshire

DEPARTMENT OF SAFETY
JAMES H. HAYES BLDG.
33 HAZEN DR.
CONCORD, N.H. 03305
(603) 271-2791

EDDIE EDWARDS
ASSISTANT COMMISSIONER

STEVEN R. LAVOIE
ASSISTANT COMMISSIONER

ROBERT L. QUINN
COMMISSIONER
OF SAFETY

May 23, 2024

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

REQUESTED ACTION

Authorize the Department of Safety, Division of State Police to enter into a contract with Occupational Health Centers of the Southwest, P.A., d/b/a Concentra Medical Centers (VC #177829-R001), 5080 Spectrum Drive, 1200 West Tower, Addison, TX 75001, in the amount of \$40,500.00 for the provision of pre-employment physical exam and drug screens of law enforcement candidates. Effective upon Governor and Council approval for the period of July 1, 2024, through June 30, 2027, with the option to renew for one (1) 2-year period at the sole discretion of the State. 6.67% Transfers from Other Agencies, 18.13% General Funds, 21.87% Highway Funds, 13.33% Turnpike Funds, and 40% Revolving Funds

Funds are anticipated to be available in SFY2025, SFY2026, and SFY2027 contingent upon continued apportionments with the authority to adjust between fiscal years through the Budget Office, if needed and justified.

	<u>SFY2025</u>	<u>SFY2026</u>	<u>SFY2027</u>
02-23-23-234015-40030000 – DOS – SP – Traffic Bureau 020-500271 – Current Expenses – Other Medical Services	\$ 7,200.00	\$ 7,200.00	\$ 7,200.00
02-23-23-234010-42150000 – DOS – SP – NHH Security 020-500271 – Current Expenses – Other Medical Services	\$ 900.00	\$ 900.00	\$ 900.00
02-23-23-234010-50010000 – DOS SP – Watercraft Safety 020-500271 – Current Expenses – Other Medical Services	\$ 5,400.00	\$ 5,400.00	\$ 5,400.00
	\$13,500.00	\$13,500.00	\$13,500.00
		TOTAL	\$40,500.00

His Excellency, Governor Christopher T. Sununu
and the Honorable Council

May 23, 2024

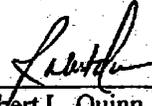
Page 2 of 2

EXPLANATION

This contract will provide pre-employment physical exams and drug screens for State Police Probationary Troopers, Marine Patrol Officers, and State Office Complex Police candidates, as required for all applicants by *New Hampshire Police Standards Training Council's Recommended Guidelines for Recruit Academy Medical Examination*.

The Division of State Police released a Request for Proposal (RFP DOS 2024-011). The RFP was advertised on the Purchase & Property website from February 2, 2024, through March 8, 2024. The request was also distributed to three (3) capable vendors who can perform these services. Occupational Health Centers of the Southwest, P.A., d/b/a Concentra Medical Centers submitted the sole proposal.

Respectfully submitted,



Robert L. Quinn
Commissioner of Safety

STATE OF NEW HAMPSHIRE

Department of Safety

33 Hazen Dr.

Concord, NH 03305

RFP DOS – 2024-011

Vendor Names and Scores

DATE OF BID CLOSING: 02/02/2024

TIME OF BID CLOSING: 03/08/2024

FOR: NHSP Pre-Employment Physical and Drug Screenings

Vendor	Average Score
Occupational health Centers of the Southwest, P.A. dba Concentra	Sole Bidder

AGENCY CONTACT: Dianna Courtemanche

EMAIL: dianna.d.courtemanche@dos.nh.gov

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 Dept of Safety, Division of State Police		1.2 State Agency Address 33 Hazen Drive Concord, NH 03305	
1.3 Contractor Name Occupational Health Centers of the Southwest, P.A. dba Concentra-Medical Centers		1.4 Contractor Address 5080 Spectrum Drive, 1200 West Tower Addison, TX 75001	
1.5 Contractor Phone Number (860)303-6174	1.6 Account Unit and Class AU 4003 - 500271 AU 4215 - 500271 AU 5001 - 500271	1.7 Completion Date 06/30/2027	1.8 Price Limitation \$40,500.00
1.9 Contracting Officer for State Agency Dianna Courtemanche		1.10 State Agency Telephone Number (603) 223-8437	
1.11 Contractor Signature DocuSigned by: Robert G. Hassett, DO, MPH Date: 5/17/2024		1.12 Name and Title of Contractor Signatory Robert G. Hassett, DO, MPH President, Treasurer & Corp. Secretary	
1.13 State Agency Signature Amy L. Newbury Date: 5/28/24		1.14 Name and Title of State Agency Signatory Amy L. Newbury, Director of Administration	
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: _____ On: 06/12/24			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

DS
RCHDM
 Contractor Initials
 Date 5/17/2024

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, 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.

3.3 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. 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 by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, 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 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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.

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) calendar 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) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, 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 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure 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 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, 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.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. 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 State's sovereign immunity, 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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. 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 any 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. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. 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.

23. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. 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.

26. 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.

EXHIBIT A
SPECIAL PROVISIONS

There are no special provisions.

EXHIBIT B

SCOPE OF SERVICES

Occupational Health Centers of the Southwest, P.A. d/b/a Concentra Medical Centers (Contractor) of 5080 Spectrum Drive, 1200 West Tower, Addison, TX 75001 (VC# 231754) is being contracted by the Department of Safety, Division of State Police (Agency) to provide pre-employment physical examinations and drug screens of law enforcement candidates that certify for full-time State Police Probationary Troopers, State Office Complex Police Force, as well as full-time and part-time Marine Patrol Officers.

The contract will become effective upon Governor and Council approval for the period July 1, 2024 through June 30, 2027. Contract may be extended for one (1) two (2) year term at the option of the State Agency alone. The State Agency will have the right to terminate the contract at any time by giving the Contractor a thirty (30) day written notice.

Physical Examinations:

Each candidate shall meet the requirements as required by *New Hampshire Police Standards and Training Council's Recommended Guidelines for Recruit Academy Medical Examinations* [Pol 301.04 and Report of Medical History Form "D" (Current Version)].

Candidates 40 years of age or older, where the Contractor recommends certain examinations, the following optional examinations *may* be completed with prior approval from the Agency:

- Electrocardiogram
- Audiometry (hearing)
- General health panel (bloodwork and urine)
- Pulmonary function testing

Drug Screens:

Each candidate shall be required to take a 5-panel drug screen test, which consists of the following:

Test Quest 45105N

- SAP (Substance Abuse Panel) 5-5D + MDMA/6AM/T
 - Marijuana
 - Opiates
 - Amphetamines
 - PCP
 - Cocaine
 - Ecstasy
 - Acetyl/Morphine
- T Conformation Test
 - Provides Validity of Sample

Evaluation Turnaround Time:

The Contractor shall post the results on the *Concentra Employer Portal* within two (2) business days after the candidate's physical exam and drug screen. If the candidate(s) requires additional medical evaluation or is asked to provide further documentation, turnaround time will be dependent upon how quickly the candidate(s) is able to furnish the required medical information back to the Contractor. Once the Contractor receives the additional documentation, it will be reviewed and a determination will be made within 24 hours. The State Agency will be made aware, via the portal, of the pending status.

EXHIBIT C

PRICING AND PAYMENT TERMS

The Contractor shall invoice the State of New Hampshire, Division of State Police separately for physical examinations and drug screens for each individual during the contract period at the following rates:

Rate schedule for SFY2025 through SFY2027.

\$180.00 – Standard Application Exam

\$112.00 – Electrocardiogram

\$ 67.00 – Audiometry (hearing)

\$ 95.00 – General health panel (bloodwork and urine)

\$ 87.00 – Pulmonary function testing

The Contractor further agrees not to exceed the contract total of \$40,500.00. The Department of Safety agrees to make payment of such invoices within thirty (30) days of receipt of the invoice and the State Agency's approval and acceptance.

State of New Hampshire

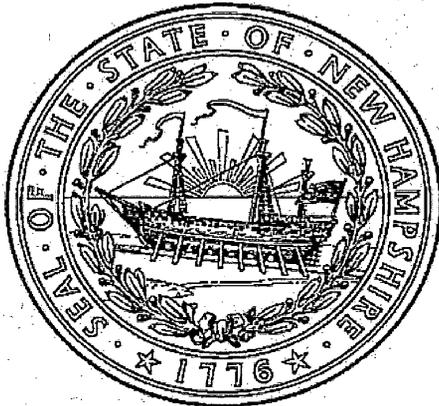
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that OCCUPATIONAL HEALTH CENTERS OF THE SOUTHWEST, P.A. is a Texas Professional Profit Corporation registered to transact business in New Hampshire on August 12, 2005. 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: 542307

Certificate Number: 0006691675



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 20th day of May A.D. 2024.

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

David M. Scanlan
Secretary of State

UNANIMOUS WRITTEN CONSENT OF THE BOARD OF DIRECTORS

The undersigned, being all of the directors of each of the following corporations (collectively referred to as the "Corporations"), do hereby consent and agree that the following resolutions be, and each hereby is, adopted by the Board of Directors of each of the Corporations:

Occupational Health Centers of the Southwest, P.A.

RESOLVED, that, W. Tom Fogarty is hereby removed from the office of President, and any other office that he holds, of each of the Corporations;

RESOLVED, that Robert G. Hassett is hereby elected President, Treasurer, & Secretary of each of the Corporations, to serve in such capacity in accordance with the Bylaws of each of the Corporations until his successor shall have been duly elected and shall have qualified.

Dated as of: December 14th, 2015

Robert G. Hassett DO, MPH
Robert G. Hassett DO, MPH (Aug 1, 2022 13:19 CDT)

Robert G. Hassett, D.O., MPH , Sole Director

WRITTEN CONSENT OF DIRECTORS _ Officer Resignation and Officer Appointment - OHC of the SW,

Final Audit Report

2022-08-01

Created:	2022-08-01
By:	Amanda Altland (aaltland@selectmedical.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAApjTdX5qMwoVfpHpyYYplUGPmuu1XLXoc

"WRITTEN CONSENT OF DIRECTORS _ Officer Resignation and Officer Appointment - OHC of the SW," History

 Document created by Amanda Altland (aaltland@selectmedical.com)
2022-08-01 - 12:26:51 PM GMT

 Document emailed to bob_hassett@concentra.com for signature
2022-08-01 - 12:27:07 PM GMT

 Email viewed by bob_hassett@concentra.com
2022-08-01 - 12:43:03 PM GMT

 Signer bob_hassett@concentra.com entered name at signing as Robert G. Hassett DO, MPH
2022-08-01 - 6:19:10 PM GMT

 Document e-signed by Robert G. Hassett DO, MPH (bob_hassett@concentra.com)
Signature Date: 2022-08-01 - 6:19:11 PM GMT - Time Source: server

 Agreement completed.
2022-08-01 - 6:19:11 PM GMT



Powered by
Adobe
Acrobat Sign



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/17/2024

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 Graham Company, a Marsh & McLennan Agency, LLC company One Penn Square West Philadelphia PA 19102	CONTACT NAME: Concentra Unit PHONE (A/C, No, Ext): 215-567-6300 E-MAIL ADDRESS: Concentra_Unit@grahamco.com	FAX (A/C, No): 215-405-2694
	INSURER(S) AFFORDING COVERAGE	
INSURED Occupational Health Centers of The Southwest PA c/o Select Medical Corporation dba Concentra Medical Centers 4716 Old Gettysburg Rd. Mechanicsburg PA 17055	INSURER A: Columbia Casualty Company NAIC # 31127	
	INSURER B: Liberty Mutual Fire Ins. Co. 23035	
	INSURER C: Liberty Insurance Corporation 42404	
	INSURER D: Allied World Assurance Company, AG	
	INSURER E: Employers Insurance of Wausau 21458	
	INSURER F: LM Insurance Corporation 33600	

COVERAGES **CERTIFICATE NUMBER:** 137728348 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	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 <input checked="" type="checkbox"/> Professional Lia <input checked="" type="checkbox"/> \$1M Claim/\$3M Ag GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			HAZ 4032244581-8	1/1/2024	1/1/2025	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 3,000,000
							PRODUCTS - COMP/OP AGG	\$ 3,000,000
								\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY			AS2-631-510199-324	4/1/2024	4/1/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 3,000,000			HMC 4032235752	1/1/2024	1/1/2025	EACH OCCURRENCE	\$ 9,000,000
							AGGREGATE	\$ 10,000,000
								\$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WA7-63D-510199-354 WA5-63D-510199-314	4/1/2024 4/1/2024	4/1/2025 4/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
E	<input type="checkbox"/> Property <input checked="" type="checkbox"/> Excess Liability			YAC-L9L-477341-014 C023701-009	1/1/2024 1/1/2024	1/1/2025 1/1/2025	SEE BELOW \$10M Each Occurrence	\$10M Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 PRIMARY LIABILITY POLICY includes General Liability Coverage on an Occurrence Basis and Professional Liability Coverage on a Claims Made Basis.

UMBRELLA LIABILITY COVERAGE includes Excess General Liability on an Occurrence Basis and Excess Professional Liability on a Claims Made Basis. Both Coverages are excess of a \$3,000,000 Self-Insured Retention each Occurrence/Claim subject to a \$18,000,000 Aggregate.

INDIANA PHYSICIAN PROFESSIONAL LIABILITY COVERAGE - Continental Casualty Company - Policy #HAZ 4032244595-10; Effective 1/1/2024-1/1/2025 - \$500,000 Each Medical Incident/\$1,500,000 Aggregate Per Insured or Surgeon.

See Attached...

CERTIFICATE HOLDER **CANCELLATION**

The State of New Hampshire Dept of Safety, Division of State Police 33 Hazen Drive Concord NH 03305	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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ADDITIONAL REMARKS SCHEDULE

AGENCY Graham Company,		NAMED INSURED Occupational Health Centers of The Southwest PA c/o Select Medical Corporation dba Concentra Medical Centers 4716 Old Gettysburg Rd. Mechanicsburg PA 17055	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

KANSAS PHYSICIAN PROFESSIONAL LIABILITY COVERAGE - Continental-Casualty Company - Policy #HAZ 4032244600-10; Effective 1/1/2024-1/1/2025 - \$500,000 Each Medical Incident/\$1,500,000 Aggregate Per Insured or Surgeon

LOUISIANA PHYSICIAN PROFESSIONAL LIABILITY COVERAGE - Columbia Casualty Company - Policy #HAZ 4032244614-10; Effective 1/1/2024-1/1/2025 - \$100,000 Each Medical Incident/\$300,000 Aggregate Per Insured or Surgeon

NEBRASKA PHYSICIAN PROFESSIONAL LIABILITY COVERAGE - Continental Casualty Company - Policy #HAZ 4032244628-10; Effective 1/1/2024-1/1/2025 - \$500,000 Each Medical Incident/\$1,000,000 Aggregate Per Insured or Surgeon

PENNSYLVANIA PHYSICIAN PROFESSIONAL LIABILITY COVERAGE - Columbia Casualty Company - Policy #HAZ 4032244631-10; 1/1/2024-1/1/2025 - \$500,000 Each Medical Incident/\$1,500,000 Aggregate Per Insured or Surgeon

WISCONSIN PHYSICIAN PROFESSIONAL LIABILITY COVERAGE - Continental Casualty Company - Policy #HAZ 4032244659-10; 1/1/2024-1/1/2025 - \$1,000,000 Each Medical Incident/\$3,000,000 Aggregate Per Insured or Surgeon

PROPERTY COVERAGE: Risk of Physical Loss or Damage to Covered Property subject to policy terms and conditions.

WORKERS COMPENSATION - Occupational Health Centers of California, A Medical Corporation - Liberty Mutual Insurance Corp. - Policy #WA5-63D-510199-314; Effective: 4/1/2024-4/1/2025

WORKERS COMPENSATION - Occupational Health Centers of Southwest, P.A. - Liberty Insurance Corp. - Policy #WA7-63D-510199-404; Effective: 4/1/2024-4/1/2025

WORKERS COMPENSATION - Occupational Health Centers of Southwest, P.A. - Liberty Mutual Insurance Corp. - Policy #WC5-631-510199-254 (WI); Effective: 4/1/2024-4/1/2025

ADDITIONAL WORKERS COMPENSATION POLICIES:

OHC of Arkansas - Liberty Insurance Corp. - Policy #WC7-631-510199-284; Effective: 4/1/2024-4/1/2025

OHC of Southwest (AZ/UT) - Liberty Mutual Fire Insurance Company - Policy #WC2-631-510199-244; Effective: 4/1/2024-4/1/2025

OHC of Delaware - Liberty Mutual Fire Insurance Company - Policy #WC2-631-510199-334; Effective: 4/1/2024-4/1/2025

OHC of Georgia/Hawaii - Liberty Mutual Fire Insurance Company - Policy #WC2-631-510199-384; Effective: 4/1/2024-4/1/2025

OHC of Illinois - Liberty Mutual Fire Insurance Company - Policy #WC2-631-510199-414; Effective: 4/1/2024-4/1/2025

OHC of Louisiana - Liberty Mutual Fire Insurance Company - Policy #WC2-631-510199-294; Effective: 4/1/2024-4/1/2025

OHC of Michigan - Liberty Mutual Fire Insurance Company - Policy #WC2-631-510199-274; Effective: 4/1/2024-4/1/2025

OHC of Nebraska - Liberty Mutual Fire Insurance Company - Policy #WC2-631-510199-374; Effective: 4/1/2024-4/1/2025

OHC of New Jersey - Liberty Mutual Fire Insurance Company - Policy #WC2-631-510199-264; Effective: 4/1/2024-4/1/2025

OHC of North Carolina - Liberty Insurance Corp. - Policy #WC7-631-510199-344; Effective: 4/1/2024-4/1/2025

OHC of Southwest (KS) - Liberty Mutual Fire Insurance Company - Policy #WC2-631-510199-424; Effective: 4/1/2024-4/1/2025

Therapy Centers of Southwest I, PA (OR) - Liberty Mutual Fire Insurance Company - Policy #WC2-631-510199-394; Effective: 4/1/2024-4/1/2025

Therapy Centers of South Carolina, PA - Liberty Mutual Fire Insurance Company - Policy #WC2-631-510199-304; Effective: 4/1/2024-4/1/2025

OHC of Minnesota - Liberty Mutual Fire Insurance Company - Policy #WC2-631-510199-454; Effective: 4/1/2024-4/1/2025

OHC of Alaska - Liberty Mutual Fire Insurance Company - Policy #WC2-631-510199-444; Effective: 4/1/2024-4/1/2025

CYBER LIABILITY - AIG Specialty Insurance Company - Policy #01-476-75-23; Effective: 9/25/2023-9/25/2024 - Limit: \$10,000,000

EXCESS CYBER LIABILITY - Endurance American Specialty Insurance Company - Policy #PEO-0201-0413; Effective: 9/25/2023-9/25/2024 - Limit: \$10,000,000 Excess of \$10,000,000

CRIME COVERAGE - National Union Fire Insurance Company of Pittsburgh, PA - Policy #01-988-32-61; Effective: 12/31/2023-12/31/2024 - Limit: \$10,000,000

Coverage is provided for all medical professionals currently or previously employed or contracted by the above Named Insured, but only for professional services performed for or on behalf of the above Named Insured.

RE: OHC OF SWPA/CMC IS BIDDING ON RFP TO PROVIDE MEDICAL SERVICES TO INCLUDE MEDICAL EXAMS AND DRUG SCREENS SERVICES TO THE EMPLOYEES OF THE NAMED CLIENT.

The State of New Hampshire, the Department of Safety, Division of State Police (Agency) are all included as additional insureds on the above General Liability, Auto Liability Liability Policies if required by written contract.

Prior to loss, and if required by written contract, Waiver of Subrogation is provided on General Liability, Auto Liability and Workers Compensation Policies for work performed under contract if permissible by state law.

Should any of the above described policies be cancelled before the expiration date thereof, Graham Company, a Marsh & McLennan Agency, LLC company will endeavor to mail 30 days written notice to the certificate holder, but failure to do so shall impose no obligation or liability of any kind upon Graham Company, a Marsh & McLennan Agency, LLC company, its agents or representatives.