



The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner



119

August 19, 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 contract with Occupational Health Centers of The Southwest PA c/o Select Medical Corporation dba Concentra Medical Centers (Concentra), Mechanicsburg, PA, (Vendor Code #177829-B001), in the amount of \$109,635 for staff medical monitoring services, effective upon Governor and Council approval through June 30, 2028. 21% Federal Funds, 10% General Funds, and 69% Other Funds (Oil Pollution Control Fund, Oil Fund Board, Hazardous Waste Cleanup Fund, Asbestos Fee Program, and Title V Permit Fees)

Funding is available in the following accounts in FY 25 with the authority to adjust encumbrances for each state fiscal year through the Budget Office, if needed and justified. Funding for FY2026-2028 is contingent upon the availability and continued appropriation of funds.

Account Name	Account Number 03-44-44	FY 2025	FY 2026	FY 2027	FY 2028	Totals
Oil Pollution Control Fund	444010-1400-101-500729	\$ 6,900	\$ 7,865	\$ 7,865	\$ 7,865	\$30,495
Oil Fund Board	444010-1421-101-500729	\$ 2,860	\$ 2,860	\$ 2,860	\$ 2,860	\$11,440
Brownfields Response	444010-2514-101-500729	\$ 1,430	\$ 1,430	\$ 1,430	\$ 1,430	\$ 5,720
CERCLA Maintenance	444010-2589-101-500729	\$ 715	\$ 715	\$ 715	\$ 715	\$ 2,860
CERCLA Programs	444010-2590-101-500729	\$ 715	\$ 715	\$ 715	\$ 715	\$ 2,860
Pease Hazardous Waste Sites	444010-2592-101-500729	\$ 1,430	\$ 1,430	\$ 1,430	\$ 1,430	\$ 5,720
Hazardous Waste Cleanup	444010-5392-101-500729	\$ 4,770	\$ 4,770	\$ 4,770	\$ 4,770	\$19,080
Solid Waste Programs	444010-5402-101-500729	\$ 1,430	\$ 1,430	\$ 1,430	\$ 1,430	\$ 5,720
RCRA State Match	444010-5492-101-500729	\$ 715	\$ 715	\$ 715	\$ 715	\$ 2,860
Brownfields BIL	444010-7062-101-500729	\$ 715	\$ 715	\$ 715	\$ 715	\$ 2,860
RCRA UST Program PPG	444010-7603-101-500729	\$ 715	\$ 715	\$ 715	\$ 715	\$ 2,860
Asbestos Fee Program	443010-9003-101-500729	\$ 2,145	\$ 2,145	\$ 2,145	\$ 2,145	\$ 8,580
State Permit Fees	443010-9101-101-500729	\$ 715	\$ 715	\$ 715	\$ 715	\$ 2,860
Title V Permit Fees	443010-9103-101-500729	\$ 1,430	\$ 1,430	\$ 1,430	\$ 1,430	\$ 5,720
TOTALS		\$26,685	\$27,650	\$27,650	\$27,650	\$109,635

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). This four-year contract enables NHDES to provide baseline medical monitoring, annual monitoring, exposure monitoring and employment exit monitoring for up to 25 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. The current medical monitoring contract with Concord Hospital Occupational Health Services expired on June 30, 2024 and was not renewed.

On February 9, 2024, NHDES solicited proposals from 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.

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

NHDES received one proposal which was reviewed by a three-person evaluation committee. This proposal was determined complete and provided the testing and examination listings, proposed costs, facility descriptions and staff resumes as required in the RFP. The proposed exam cost is \$715.00 (baseline exam plus a 2-view chest x-ray).

Concentra proposed pricing for the requested medical exams and testing is consistent with previous contracts considering inflation. Their facility is located locally for testing and exams and they have demonstrated that they have well-trained, capable medical staff familiar with NHDES medical monitoring needs.

This contract was approved by the Department of Justice as to form, content, and execution.

We respectfully request your approval.


Robert R. Scott, Commissioner

Attachments

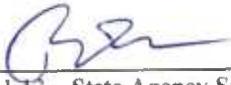
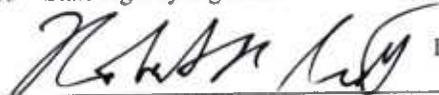
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Environmental Services		1.2 State Agency Address P.O. Box 95, 29 Hazen Drive, Concord, NH 03302-0095	
1.3 Contractor Name Occupational Health Centers of The Southwest PA c/o Select Medical Corporation dba Concentra Medical Centers		1.4 Contractor Address 4716 Old Gettysburg Rd., Mechanicsburg PA 17055	
1.5 Contractor Phone Number 215-567-6300	1.6 Account Unit and Class See Exhibit C	1.7 Completion Date June 30, 2028	1.8 Price Limitation \$109,635
1.9 Contracting Officer for State Agency Margaret Bastien, P.E.		1.10 State Agency Telephone Number 603-271-7372	
1.11 Contractor Signature  Date: 8-17-24		1.12 Name and Title of Contractor Signatory Robert G HASKIN PJ, MPH President, Secretary & corp. secretary	
1.13 State Agency Signature  Date: 8-21-24		1.14 Name and Title of State Agency Signatory Robert R Scott Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 8/26/2024			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, 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

No Special Provisions are required.

Contractor Initials RLH
Date 8-14-24



EXHIBIT B

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 Concentra proposal dated March 15, 2024.
- 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. Also, NHDES shall be emailed the OHSC with Respirator Clearance Form for all NHDES staff members that were tested for the pulmonary function test (PFT) to be "fit-tested" to wear a respirator. The OHSC form is attached as Exhibit B-1.
- 3.0 The OHSC shall be emailed to the attention of **Chris Ialuna and Ray Wilson**, NHDES Human Resources Bureau at **603-271-2075** and **603-271-1496**, respectively, email Christopher.D.Ialuna@des.nh.gov and Raymond.J.Wilson@des.nh.gov, respectively.
- 4.0 The OHSC examination and lab testing results shall be mailed directly (upon request) to the NHDES employees examined for baseline, annual or exit conditions.
- 5.0 NHDES may require optional medical monitoring procedures and examinations as listed in the Concentra proposal. Additional procedures or examinations and their costs shall require prior approval from the NHDES.
- 6.0 The primary NHDES point-of-contact for this contract is **Margaret Bastien** at **603-271-7372**, email at Margaret.A.Bastien@des.nh.gov, and the primary Concentra point-of contact for this contract is **Mary Morales** at **603-223-2300**, email at Mary.Morales@concentra.com. 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 primary Concentra contact phone number to schedule appointments is **603-223-2300**.

Contractor Initials RWH
Date 8-14-24

Exhibit B-1: OHSC Form

Claim Number:

Concentra Medical Centers

Service Date: 12/20/2023

6910 N MacArthur Blvd Ste 133 IRVING, TX 75039
Phone: (972) 554-8494 Fax: (972) 438-4647

Non-Injury Work Status Report

Patient: AAA, Albert

SSN: XXXXX9999

Address: sdfsadsa

GARDEN CITY, MI 48135

Home: (555) 565-5555

Work:

Ext.:

Employer Location: DM Plano

Address: 3008 Kirby Dr

Baloneyville, TX 75076

Auth. by:

Contact: Melissa Black

Role: Corporate Contact

Phone: (770) 331-9146 Ext.:

Fax:

This Visit:

Time In: 01:20 pm

Time Out: 01:26 pm

Visit Type: New

PrePlacement

Drug Screen

Breath Alcohol Test Periodic

Non Reg UDS 27800 - 11 Panel

Result Status:

Job description was provided by employer and reviewed by examining provider
May work without limitations/restrictions

Remarks:

Status - Non-Injury

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AA/EEO Employer Revision Date: 12/16/2011

Contractor Initials *CBH*
Date *8-14-24*

EXHIBIT C

Contract Price and Payment Terms

1.0 Funding Account Numbers:

Account Number 03-44-44-	Totals
444010-1400-101-500729	\$30,495
444010-1421-101-500729	\$11,440
444010-2514-101-500729	\$5,720
444010-2589-101-500729	\$2,860
444010-2590-101-500729	\$2,860
444010-2592-101-500729	\$5,720
444010-5392-101-500729	\$19,080
444010-5402-101-500729	\$5,720
444010-5492-101-500729	\$2,860
444010-7062-101-500729	\$2,860
444010-7603-101-500729	\$2,860
444010-9003-101-500729	\$8,580
444010-9101-101-500729	\$2,860
444010-9103-101-500729	\$5,720
	\$109,635

2.0 The State agrees to pay the MEDICAL PROVIDER for the comprehensive medical surveillance items as specified in the Concentra proposal dated March 15, 2024 and summarized below:

- Annual Exam = \$635.00
- New Hire/Baseline Exam = \$635.00 + \$80.00 (add 2 view, chest x-ray)
- Exit Exam = \$548.00 (minus Pulmonary Function Test)

Refer to Exhibit C-1 for the exam details and optional exams & procedures pricing. Pulmonary Function Test is only needed for personnel who wear a respirator for work tasks. Subtract \$87.00 from the Annual Exam and New Hire/Baseline Exam costs if Pulmonary Function Test is not needed.

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.

Contractor Initials RLH
Date 3-14-24

5.0 The prices provided in the Concentra 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 RGH
Date 8/14/24

Exhibit C-1



6. Pricing

Concentra appreciates the opportunity to present our proposed fee schedule. We affirm all information contained herein is current, complete, accurate, and remains valid for 180 following the date of our submittal.

Required Exams and Procedures		
EXAM OR PROCEDURE	UNIT ITEMS	COST (1)
Comprehensive Physical	Exam	\$74
Vision Screen	Exam	Included in physical
Medical History Review	Exam	Included in physical
Audiogram	Exam	\$67
Pulmonary Function Test	Test + Interpretation	\$87
Microscopic Urine Analysis	Urine Test	Included in general health panel
Blood Draw Fee	Venipuncture	\$35
Complete Blood Metabolic Panel	Blood Test	\$95 We offer a general health panel blood test that covers urine analysis, complete blood metabolic, Lipid, Bilirubin and Complete blood count.
Lipid Panel	Blood Test	Included in general health panel
Bilirubin, Direct	Blood test	Included in general health panel
Complete Blood Count (CBC) w/Differential	Blood Test	Included in general health panel
Heavy Metals Blood Analysis	Arsenic +Cadmium + Lead + Mercury Tests	\$165 Heavy metals blood test with zpp
Zinc Protoporphyrins (ZPP) Analysis	Blood Test	Included in heavy metals blood test
Electrocardiogram (EKG)	Test + Interpretation	\$112
(1) Includes all collection, preparation, materials, and processing costs		TOTAL COST: \$635

Optional Exams and Procedures	
EXAM OR PROCEDURE	COST (1)

Note: Throughout our response, instructions and/or requirements from NHDES's RFP are highlighted in gray text boxes for easy reference.

RCH

Exhibit C-1



Cholinesterase analysis	\$80
Methemoglobin analysis	\$80
Cardiac Stress Test and Interpretation	Carboxyhemoglobin-Blood 309 Not available at Concentra
Chest X-Rays, Frontal and Lateral Views (B-Reading, as needed ⁽²⁾)	\$80
Hepatitis B Immunization (plus injection fee)	\$95
Hepatitis B Immunization Series (3 shots) (plus injection fee)	\$95
PCB Serum Blood Test	\$195
Tetanus Toxoid Immunization (plus injection fee)	\$80
Triglycerides and Cholesterol (fasting)	\$70
<p>(1) Includes all collection, preparation, materials, and processing costs</p> <p>(2) X-Rays to be interpreted by a Board-Certified Radiologist, with certification in B-Readings</p>	

Note: Throughout our response, instructions and/or requirements from NHDES's RFP are highlighted in gray text boxes for easy reference.

Certificate of Authority # 2

(Corporation, Non-Profit Corporation)

Corporate Bylaws

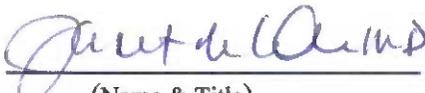
I, Janet W. Cobb, MD, **hereby certify** that I am duly elected Officer of Occupational Health Centers of the Southwest, P.A., dba Concentra Medical Centers. I hereby certify the following is a true copy of the *(Name of Corporation)*

current Bylaws or Articles of Incorporation of the Corporation and that the Bylaws or Articles of Incorporation authorize the following officers or positions to bind the Corporation for contractual obligations President.
(list officer titles or position)

I further certify that the following individuals currently hold the office or positions authorized: Robert G. Hassett, DO, MPH, President, Treasurer and Corporate Secretary.
(list individuals holding positions authorized)

I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the corporation. This authority **shall remain valid for thirty (30) days** from the date of this certificate.

DATED: 8/13/2024

ATTEST: 
(Name & Title)

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: 0006664146



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 10th day of April A.D. 2024.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular stamp.

David M. Scanlan
Secretary of State

RGH
8-14-24



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/27/2024

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).

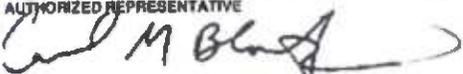
PRODUCER Graham Company, a Marsh & McLennan Agency, LLC company One Penn Square West Philadelphia PA 19102	CONTACT NAME: Concentra Unit PHONE (A/C, No, Ext): 215-567-6300 FAX (A/C, No): 215-405-2694 E-MAIL ADDRESS: Concentra_Unit@grahamco.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Occupational Health Centers of South Carolina, P A dba Concentra Medical Centers 4714 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:		

COVERAGES **CERTIFICATE NUMBER:** 1141799040 **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.

INBR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD WVR	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 <input type="checkbox"/> OTHER	Y	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 <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY		A52-631-510199-324	4/1/2024	4/1/2025	COMBINED SINGLE LIMIT (Ea occurrence)	\$ 2,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
A	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE 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	Y/N	WA7-63D-510199-354 WC2-631-510199-264	4/1/2024 4/1/2024	4/1/2025 4/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH ER	
		M/A				E L EACH ACCIDENT	\$ 1,000,000
						E L DISEASE - EA EMPLOYEE	\$ 1,000,000
						E L DISEASE - POLICY LIMIT	\$ 1,000,000
E	Property 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 New Hampshire 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 

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ADDITIONAL REMARKS SCHEDULE

AGENCY Graham Company		NAMED INSURED Occupational Health Centers of South Carolina, P.A dba Concentra Medical Centers 4714 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

TO EVIDENCE INSURANCE COVERAGE FOR CONCENTRA HEALTH SERVICES, INC., DBA CONCENTRA MEDICAL CENTERS. CONCENTRA HAS AN AGREEMENT TO PROVIDE MEDICAL SERVICES TO THE EMPLOYEES OF NEW HAMPSHIRE DEPARTMENT OF ENVIRONMENTAL SERVICES. NEW HAMPSHIRE DEPARTMENT OF ENVIRONMENTAL SERVICES, ITS AGENTS, OFFICERS AND EMPLOYEES ARE INCLUDED AS ADDITIONAL INSURED ON THE COMMERCIAL AUTO AND GENERAL LIABILITY POLICIES WHERE REQUIRED BY WRITTEN AGREEMENT.

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ADDITIONAL REMARKS SCHEDULE

AGENCY Graham Company.		NAMED INSURED Concentre Inc c/o Select Medical Corporation 4716 Old Gettysburg Rd. Mechanicsburg PA 17055	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

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