CJG

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
OFFICE OF THE COMMISSIONER
P.O. BOX 1806
CONCORD, NH 03302-1806
603-271-5603 FAX: 888-908-6609
TDD ACCESS: 1-800-735-2964
www.corrections.nh.gov

JOHN V. SCIPPA
INTERIM COMMISSIONER

78

June 2, 2025

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the NH Department of Corrections (NHDOC) to enter into a three-year contract with Occupational Health Centers of the Southwest, PA., d/b/a Concentra Medical Centers (VC# 177829), 5080 Spectrum Drive, S1200 WTWR, Addison, TX 75001, in the amount of $107,207.87, for the provision of Pre-Assignment & Fitness for Duty Exam Services, with the option to renew for one (1) additional period of up to two (2) year(s), effective upon Governor and Executive Council (G&C) approval for the period beginning July 1, 2025 through June 30, 2028. 100% General Funds.

Funds are anticipated to be available upon the continued appropriation of funds in the future operating budgets with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified.

Funding is anticipated to be available in the account as follows: *Human Resources*: 02-46-46-461510-65290000-500729.

Occupational Health Centers of the Southwest, PA, dba Concentra Medical Centers

Account	Description	FY 2026	FY 2027	FY 2028	Total
02-46-46-461510-65290000-101-500729	Contracts for Program Services	$34,685.00	$35,725.55	$36,797.32	$107,207.87

EXPLANATION

This Contract is for the provision of pre-employment and/or fitness for duty examinations. The NH Department of Corrections has established a policy requiring, as a condition of employment, that a medical examination be performed on law enforcement officers and correctional line staff seeking employment to ensure that the individual is in good health and can adequately meet the physical and psychological standards in accordance with RSA 100-A; I VII (b) and are able to perform job duties in a safe manner.

The RFP was posted on the NH Department of Corrections website: https://www/corrections.nh/gov/resources/bids-contracts and the Department of Administrative Services Website: https://apps.das.nh.gov/bidscontracts/bids.aspx for three (3) consecutive weeks and notified thirteen (13) potential vendors of the RFP posting. As a result of the issuance of the RFP, one (1) potential vendor

responded by submitting a proposal. After the review of the proposal and in accordance with the RFP Terms and Conditions, the NH Department of Corrections selected Occupational Health Center of the Southwest, P.A. d/b/a Concentra Medical Centers, in the amount of $107,207.87, over three years, to be awarded the contract.

This RFP was scored utilizing a consensus methodology by a two (2) person evaluation committee. The evaluation committee consisted of NH Department of Corrections employees: Fallon Reed, Director, NHDOC Division of Personnel and Information and Joshua Bradley, Program Specialist, NHDOC Division of Personnel and Information.

Respectfully Submitted,

John V. Scippa
Interim Commissioner

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LISA M. STONE
DIRECTOR

Bidders List

Pre-Assignment and Fitness for Duty Medical Exam Services
NHDOC 2025-13

Androscoggin Valley Hospital
59 Page Hill Road
Berlin, NH 03570
Susan Lessard, ARNP
Occupational Health Coordinator
(o) 603-326-5797
(e) susan.lessard@avhnh.org
(w) www.avhnh.org

HCA Healthcare
Pamela Martel
Director of Managed Care & Accountable Care Network
100 McGregor Street
Manchester, NH 03102
(o) 603-663-6383
(e) Pamela.Martel@hcahealthcare.com
(w) www.catholicmedicalcenter.org

Occupational Health Center of the Southwest, P.A. d/b/a Concentra Medical Centers
1 Pillsbury Street
Concord, NH 03301
(o) 603-718-5393
(f) 603-228-9730
(e) mark_faenza@concentra.com
(e) Tony_Silva@concentra.com

Concord Hospital
250 Pleasant Street
Concord, NH 03301
Scott Sloane
VP of Finance
(o) 603-230-6059
(o) 603-225-2711
(e) ssloane@crhc.org
(w) www.concordhospital.org

Convenient MD Urgent Care
8 Loudon Road
Concord, NH 03301
(o) 603-226-9000
(e) info@convenientmd.com
(w) www.convenientmd.com

Coos County Family Health Services
133 Pleasant Street
Berlin, NH 03570
(o) 603-752-2040
(e) info@ccfhs.org
(w) www.coosfamilyhealth.org

Express MED, LLC
1 Highlander Way
Manchester, NH 03103
Eileen M. Bernard
Director of Client Services
(o) 603-625-2622
(f) 603-626-1816
(e) ebernard@nhoccupationalhealth.com
dannon@nhoccupationalhealth.com
nvailas@bedfordsurgical.com
(w) www.expressmednh.com

Littleton Regional Hospital
600 St. Johnsbury Road
Littleton, NH 03561
Wendy Mason
Manager, Occupational Health Department
(o) 603-444-9294
(e) wmason@littletonhospital.org
(w) occhealth@littletonhospital.org

Portsmouth Regional Hospital
Occupational Health Services of PRH, LLC
25 New Hampshire Avenue, Suite 105
Pease International Tradeport
Portsmouth, NH 03801
(o) 603-570-3131/5110
(f) 603- 334-6088
(e) www.portsmouthhospital.com/about/contact-us/contact-us-form.dot
(w) www.portsmouthhospital.com

Hantrak RPT Labs
10Park Ave
Arlington MA 02474
781-316-0189
Infor@rptlabs.org

ClearChoice MC
10 Ferry Street, Ste 302
Concord NH 03301
800-659-5411
Billing@ccmdcenters.com

Supplemental Health Care
Callaway Gregory
cgregory@shccares.com

Dartmouth Hitchcock Medical
paul.d.boyle@hitchcock.org

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Director

Vendors Responded
PRE-ASSIGNMENT AND FITNESS FOR DUTY MEDICAL EXAM SERVICES
NHDOC RFP 2025-13

Respondents:

1. **Occupational Health Centers of the Southwest, P.A.**
   5080 Spectrum Drive, S1200 W. Twr
   Addison, TX 75001

2. **N/A**

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RFP Scoring Matrix

Pre-Assignment and Fitness for Duty Medical Exam Services
NHDOC 2025-13

Respondents Name & Address:

- *OccupationalHealth Centers of the Southwest, P.A.*
  d/b/a Concentra Medical Centers
  5080 Spectrum Drive, S1200 WTwr
  Addison, TX 75001
- *N/A*

Scoring Matrix Criteria:

- Proposals were evaluated based on the proven ability of the respondents to satisfy the provisions set forth in the Scope of Services in the most technical and cost-effective manner.
  1. Technical Proposal – 52 points
  2. Cost Proposal – 45 points

RFP NHDOC 2025-13 Scoring Matrix			
Evaluation Criteria	*RFP Weight Point Value*	*Occupational Health Centers of the Southwest, P.A. d/b/a Concentra Medical Centers*	*N/A*
Technical Proposal (55 total points)			
Executive Summary	15	15	
Organizational Capability	15	14	
Organizational Approach	25	23	
Cost Proposal (45 total points)	45	45	
Total	**100**	**97**	

Contract Award:

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RFP Bidder's Evaluation Scoring

Pre-Assignment and Fitness for Duty Medical Exam Services

NHDOC RFP 2025-13

Rank	Vendor Name	Address	Score
1.	Occupational Health Centers of the Southwest, P.A. D/B/A Concentra Medical Centers	5080 Spectrum Drive, S1200 W. Twr Addison, TX 75001	97

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RFP Bid Evaluation and Summary

Pre-Assignment and Fitness for Duty Exam Services
NHDOC 2025-13

Proposal Receipt and Review:

- Proposals will be reviewed to initially determine if minimum submission requirements have been met. The review will verify that the proposal was received before the date and time specified, with the correct number of copies, the presence of all required signatures, and that the proposal is sufficiently responsive to the needs outlined in the RFP to permit a complete evaluation. Failure to meet minimum submission requirements will result in the proposal being rejected and not included in the evaluation process.

- The Department will select personnel to act as an evaluation team. Proposals will not be publicly opened. Upon receipt, the proposal information will be disclosed to the evaluation committee members only.

- The Department uses a consensus scoring methodology to evaluate submitted Proposals. The Department reserves the right to waive any irregularities, minor deficiencies, and informalities that it considers not material to the proposal.

- The RFP does not commit the Department to award a contract. The Department reserves the right to reject any and all proposals; to cancel the RFP; and to solicit new proposals under a new acquisition process.

Proposal Evaluation Criteria:

- Proposals will be evaluated based upon the proven ability of the respondent to satisfy the requirements of the evaluation criteria. Specific criteria are:
  a. Evaluation Scoring – **Occupational Health Centers of the Southwest, P.A. d/b/a Concentra Medical Centers**
     i. Technical Proposal – 52 points
     ii. Cost Proposal – 45 points
- Awards will be made to the responsive Vendor(s) whose proposals are deemed to be the most advantageous to the State, taking into consideration all evaluation factors in NHDOC 2025-13.
  a. Contract(s) may be awarded to a Bidder submitting a response that demonstrates the required capabilities and approach as identified in the RFP and does not reduce the current functions of the Department.

Evaluation Team Members:

a. Fallon Reed, Director, NHDOC Division of Personnel and Information
b. Joshua Bradley, Program Specialist, NHDOC Division of Personnel and Information

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Bio
Pre-Assignment and Fitness for Duty Medical Exam Services
NHDOC 2025-13

Fallon C. Reed, Director, NHDOC Division of Personnel and Information
Fallon Reed currently serves as the Director of Personnel and Information with the New Hampshire Department of Corrections, a role held since October 2022. In this position, she oversees human resources, training, employee development, information technology, and project management. Prior to this, Ms. Reed worked with the Department of Safety, Division of Homeland Security and Emergency Management, where she was responsible for grants management, disaster preparedness, and planning. Ms. Reed brings extensive experience in public sector leadership, operational coordination, and strategic planning.

Joshua Bradley, Program Specialist, NHDOC Division of Personnel and Information
Joshua Bradley is an Organizational Development Specialist with over 6 years of recruiting experience, including 2½ years at the New Hampshire Department of Corrections. In his current role, he is responsible for recruiting for all positions, both civilian and sworn while ensuring candidates meet the physical and professional standards required for success in correctional environments. Joshua brings a proactive, safety-focused approach to his work, supporting the Department's mission through strategic recruitment and a strong commitment to workplace health and readiness.

FORM NUMBER P-37 (version 2/23/2023)

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Corrections		1.2 State Agency Address 64 South Street, Concord, NH 03301 P.O. Box 1806, Concord, NH 03302	
1.3 Contractor Name Occupational Health Centers of the Southwest, P.A., dba Concentra Medical Centers (VC #177629)		1.4 Contractor Address 1 Pillsbury Street; Concord, NH 03301 - Clinic Address 5080 Spectrum Drive, S1200 WTwr Addison, TX 75001	
1.5 Contractor Phone # 860.303.6174	1.6 Account Number 02-46-46-461510-65290000-102 101-500729 RGH	1.7 Completion Date June 30, 2028	1.8 Price Limitation $107,207.87
1.9 Contracting Officer for State Agency Fallon Reed, Director of Personnel & Information		1.10 State Agency Telephone Number 603-271-5601	
1.11 Contractor Signature DocuSigned by: R. G. Hassett DO, MPH 4/7/2025		1.12 Name and Title of Contractor Signatory Robert G, Hassett, DO, MPH President, Secretary, and Treasurer	
1.13 State Agency Signature John V. Scippa Date: 06/06/25		1.14 Name and Title of State Agency Signatory John V. Scippa Interim Commissioner RGH	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: N/A		Director, On: N/A	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By:		On: 6/3/2025	
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 anyone, 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 is 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 additional provisions set forth in this Exhibit, Special Provisions, to be incorporated as part of this Agreement.

The remainder of this page is intentionally blank.

EXHIBIT B - SCOPE OF SERVICES

1. Purpose

The Contractor shall provide Pre-Assignment and Fitness for Duty Medical Exam Services for NHDOC in accordance with the medical guidelines adopted from the NH Police Standards & Training Council to be completed by Board Certified Occupational Health Physicians, certified Advanced Registered Nurse Practitioners (ARNP) or certified Physician Assistants (PA) duly licensed to practice in the State of New Hampshire for applicants seeking employment with the NH Department of Corrections (herein known as the "NHDOC," "State," "Corrections" or "Department").

The requested Pre-Assignment and Fitness for Duty Medical Exam Services shall serve applicants seeking employment who shall be assigned to the Southern Regional Correctional Facilities of the Department.

2. Performance Period

Contract Agreement(s) awarded as a result of this RFP is anticipated to be effective upon Governor and Executive Council (G&C) approval for the period beginning July 1, 2025 through June 30, 2028. NHDOC shall have the option to extend the term of Agreement services for one (1) additional term not to exceed two (2) years, subject to the Parties' prior written agreement on terms and applicable fees for the additional term, satisfactory Contractor performance, continued funding, and Governor and Executive Council approval.

3. Service Locations

Pre-Assignment and Fitness for Duty Medical Exam services shall be performed at Contractor's physical address of doing business or at their satellite locations.

4. Credentials

All examinations shall be performed by Board Certified (Occupational Health) Physicians, certified Advanced Registered Nurse Practitioners or certified Physician Assistants dully licensed to practice in the State of New Hampshire.

4.1. Contractor shall provide proof of licensures, certifications and/or qualifications of the professionals providing the required services (redact all personal information).

4.2. The State and/or NHDOC shall not be responsible for expenses incurred by Contractor's Professional Medical Staff and/or Contractor's business entity to maintain current licensures, certifications and continuing education costs.

5. Examination Requirements

All examinations shall include but not limited to:

5.1. Perform Pre-Assignment Examinations;

5.2. Perform Fitness for Duty Examinations; and Immunizations, Chest X-Rays (CXR), Electrocardiograms (EKG), Audiology and Tuberculosis (TB) Screening and Urinalysis.

6. Description of Services

6.1. Pre-Assignment Examinations:

6.1.1. Pre-Assignment Examinations shall be scheduled after the applicant has accepted a conditional offer of employment;

6.1.2. Documentation shall be recorded on forms provided by NHDOC; and

6.1.3. Applicants shall receive a Physical Evaluation Packet at the time of the offer of employment and a completed Medical History Form prior to reporting for their examination.

6.2. Availability of Appointments:
- 6.2.1. Scheduling of appointments with applicant within seven (7) calendar days, with availability of two (2) evenings per week and four (4) hours per weekend.
- 6.2.2. Additional availability outside the normal business hours.

6.3. Examination shall include:
- 6.3.1. Medical and Occupational History;
- 6.3.2. Physical Examination of all body systems;
- 6.3.3. Tuberculosis (TB) Screening: Form D of Appendix D;
  - a. Mantoux Skin Test shall be administered to all applicants unless specifically waived by NHDOC for section 6.3.2.;
  - b. Symptom's check shall be performed for individuals with history of previous positive skin test or determined by the examiner; and
  - c. Chest X-Ray (CXR) if applicable to be determined by the examiner.
- 6.3.4. Audiology Screening via pure tone audiometer for Officer applicants only;
- 6.3.5. Urinalysis (U/A) via dipstick; and
- 6.3.6. Electrocardiogram (EKG) per community clinical standards.
- 6.3.7. Additional necessities due to certifying authority with change in requirements as needed.

6.4. Addressing significant findings:
- 6.4.1. Positive responses to any question to Section 1 (To Be Filled Out by Applicant) of the Medical History Form must be addressed and commented upon in Box 9, Physician's Summary (p.4), of that form; and
- 6.4.2. Positive clinical findings to any question to Section 2 (To Be Filled Out by Licensed Physician) of the Medical History Form must be addressed and commented upon in Box 9, Physician's Summary (p.4), of that form. Responses must be written legible and ability to be comprehended.

6.5. Distribution:
- 6.5.1. Applicant is to receive the following documents at the conclusion of the examination:
  - a. TB Screening/Immunization Record when Mantoux Skin Test is performed; if symptom check is performed, DO NOT give this form to the applicant;
  - b. Front Door Pass Memo;
  - c. Medical Follow-Up Notice, if applicable; and
  - d. Audiology Referral Memorandum and Medical Standards for recourse audiology testing, if applicable.
- 6.5.2. NH Department of Corrections, Bureau of Employee Services is to receive the **originals** of all forms included in the packet, marked "**Confidential**" and mailed to:

NH Department of Corrections
Bureau of Employee Services
Attn: Human Resource Administrator
64 South Street
Concord, NH 03302-1806

- 6.5.3. Contractor is to retain copies of all forms included in the packet.

6.5.4. Any additional testing/procedures performed by Contractor, other than an EKG and CXR as referred to previously, shall require prior authorization and approval by either NHDOC Director of Personnel & Information or designee.

6.6. Fitness for Duty Determination:

6.6.1. General Fitness for Duty Examinations:

6.6.1.1. At the request of NHDOC, employees may be scheduled to have an evaluation of their health status as it relates to:

a. their physical capacity to perform their required duties and/or
b. the communicability of disease.

6.6.1.2. These evaluations are tailored to the occupation of the employee and the environment in which the employee works.

6.6.1.3. Return to Work after injury or illness (Appendix E),

6.7. Duty Specific Evaluations: The evaluations are for the purposes of meeting acceptable safety and health practices for individuals who are required to use specialized equipment for particular duty assignments; to include, but not limited to the wearing of tight-fitting respirators.

6.7.1. The Contractor shall execute a standard Medical Questionnaire Review for the fee specified in Estimated Budget/Method of Payment to include all administrative paperwork and phone consultations with the employee and/or the Administrator of Employee Health Services; and

6.7.2. If the examiner determines that an examination is necessary, the Medical Questionnaire Review fee shall be waived, and the Fitness for Duty fee as specified in Estimated Budget/Method of Payment shall apply.

6.8. Immunizations:

6.8.1. Correctional Officers and direct inmate care Health Services staff shall be offered the Hepatitis B vaccine, consisting of a series of three (3) injections;

6.8.2. Administration of the series shall begin after the date of hire; and

6.8.3. Employees are responsible for making and keeping appointments for receiving the vaccine.

7. General Service Provisions

7.1. Notification of Required Services: NHDOC, Human Resources Administrator or designee, shall contact Contractor when service is required.

7.2. Rules and Regulations: Contractor agrees to comply with all Policy and Procedure Directives of NHDOC. Contractor shall adhere to NHDOC Administrative Rules, Conduct and Confidentiality of Information polices.

7.3. Additional Facilities:. Upon agreement of both parties, additional facilities belonging or associated to NHDOC may be added to this Agreement.

7.4. Licenses, Credentials and Certificates: Contractor shall ensure NH State licensed professionals provide the services required. Contractor and its staff shall possess the credentials, licenses and/or certificates required by law and regulations to provide such services.

8. Other Agreement Provisions

8.1. Administrative Rules, Policies, Regulations and Policy and Procedures Directives
Contractor shall comply with any applicable NH Department of Corrections Administrative Rules, Policies, Regulations and Policy and Procedure Directives (PPD's) to include but not limited to PPD 371 (formerly 5.08): *Staff Personal Property Permitted in and Restricted from Prison Facilities*. Additional information can be located as a separate link: https://www.corrections.nh.gov/resources/bids-contracts/rfp-resources.

8.2. Protected Health Information (PHI)

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

In performing its obligations under this Agreement, Contractor may gain access to information of the patients, including confidential information or PHI. Contractor shall not use information developed, or obtained during the performance of, or acquired or developed by reason of this Agreement, except as is directly connected to and necessary for Contractor's performance under this Agreement.

Contractor agrees to maintain the confidentiality of and to protect from unauthorized use, disclosure, publication, or reproduction any and all information of the inmate that becomes available to Contractor in connection with its performance under this Agreement. In the event of unauthorized use of or disclosure of the patient's information, Contractor shall immediately notify NHDOC.

All financial, statistical, personnel and/or technical data supplied by NHDOC to Contractor are confidential. Contractor is required to use reasonable care to protect the confidentiality of such data. Any use, sale or offering of this data in any form by Contractor, or any individual or entity in Contractor's charge or employ, shall be considered a violation of this agreement and may result in termination. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

8.3. Health Insurance Portability and Accountability Act (HIPAA)

Contractor agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164. As defined herein, "Business Associate" shall mean Contractor and sub-contractor(s) and agents of Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services. Additional information can be located as a separate link: https://www.corrections.nh.gov/resources/bids-contracts/rfp-resources.

9. Change of Ownership

In the event that Contractor should change ownership for any reason whatsoever, NHDOC shall have the option of continuing under this Agreement with Contractor or its successors or assigns for the full remaining term of this Agreement, continuing under this Agreement with Contractor or, its successors or, assigns for such period of time as determined necessary by NHDOC, or terminating this Agreement.

10. Contractor Designated Liaison

10.1. Contractor shall designate a representative to act as a liaison between Contractor and NHDOC throughout the term of this Agreement and any extensions thereof. The Contractor shall, within five (5) days after the award of the Contract: submit a written identification and notification to NHDOC of the name, title, address, telephone & fax number, of its organization as a duly authorized representative to whom all correspondence, official notices and requests related to Contractor's performance under this Agreement.

10.2 Any written notice to Contractor shall be deemed sufficient when deposited in the U.S. mail, postage prepaid and addressed to the person designated by Contractor under this paragraph.

10.3. Contractor shall have the right to change or substitute the name of the individual described above as deemed necessary provided that any such change is not effective until the Commissioner of NHDOC actually receives notice of this change.

10.3.1. Changes to the named Liaison by Contractor must be made in writing and forwarded to NH Department of Corrections, Contracting Officer for State Agency, or designee, PO Box 1806, Concord NH 03302.

11. Contractor Liaison's Responsibilities

Contractor's designated liaison shall be responsible for:

11.1. Representing Contractor on all matters pertaining to this agreement and any extensions thereof. Such a representative shall be authorized and empowered to represent Contractor regarding any and all aspects of this Agreement and any extensions thereof.

11.2. Monitoring Contractor's compliance with the terms of this Agreement and any extension thereof.

11.3. Receiving and responding to all inquiries and requests made by NHDOC in the time frames and format specified by NHDOC in this RFP and in this Agreement and any extensions thereof; and

11.4. Meeting with representatives of NHDOC on a periodic or as-needed basis to resolve issues, which may arise.

12. NH Department of Corrections Contract Liaison Responsibilities

NHDOC Director of Personnel and Information, or designee, shall act as liaison between Contractor and NHDOC for the duration of this Agreement and any extensions thereof. NHDOC reserves the right to change its representative, at its sole discretion, during the term of this Agreement, and shall provide Contractor with written notice of such change. NHDOC representative shall be responsible for:

12.1. Representing NHDOC on all matters pertaining to this Agreement. The representative shall be authorized and empowered to represent NHDOC regarding all aspects of this Agreement, subject to the approval of Governor and Executive Council of the State of New Hampshire.

12.2. Monitoring compliance with the terms of this Agreement.

12.3. Responding to all inquiries and requests related to this Agreement made by Contractor, under the terms and in the time frames specified by this Agreement.

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

12.5. Informing Contractor of any discretionary action taken by NHDOC pursuant to the provision of this Agreement.

13. Reporting Requirements

13.1. Contractor shall provide any and all reports as requested on an as-needed basis according to a schedule and format to be determined by NHDOC. It is the intent of NHDOC to work with Contractor so that Contractor can provide any reporting requirements that meets the Department's needs.

13.2. Reports and/or information requests shall be forwarded to the NH Department of Corrections' Director of Personnel and Information, or designee, and mailed to 64 South Street, Concord, NH 03302.

14. Performance Evaluation

NHDOC shall, at its sole discretion monitor and evaluate Contractor's compliance with the terms and conditions of this Agreement throughout the term of this Agreement and any extensions thereof.

14.1. NHDOC, Contracting Officer or designee, at a minimum of four (4)times a year shall assess the performance of the Pre-Assignment and Fitness for Duty Medical Exam Service relative to Contractor's compliance with this Agreement as set forth in this Agreement. Examples of performance include but not limited to:

14.2. Request additional reports NHDOC deems necessary for the purposes of monitoring and evaluating the performance of Contractor under this Agreement; and

14.3. Review reports submitted by Contractor. NHDOC shall determine the acceptability of the reports. If they are not deemed acceptable, NHDOC shall notify Contractor and explain the deficiencies and the Parties shall work together to determine a mutually agreeable solution.

15. Performance Measures

NHDOC shall, at its sole discretion:

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

15.2. Terminate this Agreement as permitted by law, if NHDOC determines that Contractor:

15.2.1. Does not comply with the terms of this Agreement.

15.2.2. Contractor shall fully coordinate the performance activities of this Agreement with those of NHDOC. As the work of Contractor progresses, advice and information on matters covered by the Agreement shall be made available by Contractor to NHDOC as requested by NHDOC throughout the effective period of this Agreement.

16. Bankruptcy or Insolvency Proceeding Notifications

16.1. Upon filing for any bankruptcy or insolvency proceeding by or against Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, Contractor must notify NHDOC immediately.

16.2. Upon learning of the actions herein identified, NHDOC reserves the right at its sole discretion to either cancel this Agreement in whole or in part or re-affirm Agreement in whole or in part.

17. Embodiment of the Agreement

In the event of a conflict in language between the documents referenced below, the provisions and requirements set forth and/or referenced in the negotiated document noted in 17.1.1. shall govern. NHDOC reserves the right to clarify any contractual relationship in writing with the concurrence of Contractor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or Contractor's Proposal and/or the result of this Agreement.

17.1. Order of Precedence:

17.1.1. NH Department of Corrections Agreement NHDOC 2025-13.

17.1.2. NH Department of Corrections RFP NHDOC 2025-13.

17.1.3. Proposer's Response to RFP NHDOC 2025-13.

17.1.4. Negotiated Exceptions to Terms and Conditions to RFP NHDOC 2025-13, if applicable.

18. Cancellation of Agreement

NHDOC may cancel this Agreement at any time for breach of contractual obligations by providing Contractor with a written notice of such cancellation. Should NHDOC exercise its right to cancel this Agreement, the cancellation shall become effective on the date specified in the Notice of Cancellation sent to Contractor.

18.1. NHDOC reserves the right to terminate this Agreement without penalty or recourse by giving Contractor a written notice of such termination at least sixty (60) days prior to the effective termination date.

18.2. Either Party reserves the right to cancel this Agreement for the convenience of the State with no penalties by giving Contractor sixty (60) days' notice of said cancellation.

19. Contractor Transition

NHDOC, at its discretion, in any Agreement or extensions thereof, resulting from Agreement, may require Contractor to work cooperatively with any predecessor and/or successor Contractor to assure the orderly and uninterrupted transition from one contractor to another.

20. Audit Requirement

Contractor agrees to comply with any recommendations arising from periodic audits on the performance of the Agreement, providing that the recommendations do not require unreasonable hardship, which would normally affect the value of the Agreement.

21. Notification to Contractor

NHDOC shall be responsible for notifying Contractor, in writing of any policy or procedural changes affecting the services performed hereunder at least thirty (30) days before the implementation of such policy or procedure. Contractor shall implement the changes on the date specified by NHDOC.

22. Additional Information

22.1. In performing its obligations under this Agreement, Contractor may gain access to information of the residents including confidential information. Contractor shall not use information developed or obtained during the performance of, or acquired, or developed by reason of this Agreement, except as is directly connected to and necessary for Contractor's performance under this Agreement.

22.2. Contractor agrees to maintain the confidentiality of and to protect from unauthorized use, disclosure, publication, reproduction, and all information of the residents that becomes available to Contractor in connection with its performance under this Agreement.

22.3. In the event of unauthorized use or disclosure of the resident's information, Contractor shall immediately notify NHDOC.

22.4. All material developed or acquired by Contractor, as a result of work under this Agreement shall become the property of the State of New Hampshire. No material or reports prepared by Contractor shall be released to the public without the prior written consent of NHDOC.

22.5. All financial, statistical, personnel and/or technical data supplied by NHDOC to Contractor are confidential. Contractor is required to use reasonable care to protect the confidentiality of such data. Any use, sale or offering of this data in any form by Contractor, or any individual or entity in Contractor's charge or employ, shall be considered a violation of this Agreement, and may result in Agreement termination.

23. Contractor Personnel

Contractor shall guarantee that all personnel providing the services required by this Agreement are qualified to perform their assigned tasks.

23.1. NHDOC shall be advised of and approve in writing at least ten (10) days in advance of such change, any permanent or temporary changes to or deletions Contractor's management,

supervisory, or key professional personnel, who directly impact the deliverables to be provided under this Agreement.

23.2. If a sub-contractor(s) is/are to be used for any portion of the services provided, prior approval from NHDOC shall be required. Notification to the Department shall include the name of the subcontractor, brief company profile and a description of the services/functions being sub-contracted.

24. Non-Exclusive Contract

NHDOC reserves the right, at its discretion, to retain other Contractors to provide any of the Services or Deliverables identified under this Agreement. Contractor shall make best efforts to coordinate work with all other State Contractors performing services which relate to the work or Deliverables set forth in this Agreement.

25. Location of Services

Contract Information and Appointment Scheduling Table

25.1. Primary location where requested Agreement services shall be provided.

Location of Services					
Name of Location: CONCENTRA MEDICAL CENTERS - CONCORD					
Street: 1 Pillsbury Street					
City: Concord	State: NH	Zip Code: 03301			
Web: www.Concentra.com		Tax ID # (optional):			
Contact Information for Location					
Name: Mary Morales		Title: Center Operations Director			
E-Mail: Maemorales@concentra.com					
Phone #: (978) 657-3826	Fax #: ( ) -				
Appointment Scheduling Options					
Availability	**Yes**	**No**	**Hours of Operation**		
			Mon-Fri	**Saturday**	**Sunday**
Appointment within twenty-four (24) hrs.	☐	☐			
Appointment within forty-eight (48) hrs.	☐	☐			
Appointment within seventy-two (72) hrs.	☐	☐			
Appointment within one (1) week	☐	☐			
Morning Appointments	☑	☐			
Afternoon Appointments	☑	☐			
Evening Appointments	☐	☐			

The remainder of this page is intentionally blank.

25.2. Other possible locations where services may be provided.

Location of Services					
Name of Location: CONCENTRA MEDICAL CENTERS – MANCHESTER					
Street: 1279 South Willow Street					
City: Manchester	State: NH	Zip Code: 03103			
Web: www.Concentra.com		Tax ID # (optional):			
Contact Information for Location					
Name: Megan Comeau		Title: Center Operations Director			
E-Mail: megan_comeau@concentra.com					
Phone #: (603) 644-3330		Fax #: ( )			
Appointment Scheduling Options					
Availability	**Yes**	**No**	**Hours of Operation**		
			Mon-Fri	**Saturday**	**Sunday**
Appointment within twenty-four (24) hrs.	☐	☐			
Appointment within forty-eight (48) hrs.	☐	☐			
Appointment within seventy-two (72) hrs.	☐	☐			
Appointment within one (1) week	☐	☐			
Morning Appointments	☑	☐			
Afternoon Appointments	☑	☐			
Evening Appointments	☐	☐			

Location of Services					
Name of Location: CONCENTRA MEDICAL CENTERS – NASHUA					
Street: 14 Broad Street					
City: Nashua	State: NH	Zip Code: 03103			
Web: www.Concentra.com		Tax ID # (optional):			
Contact Information for Location					
Name: Sheila Morin		Title: Center Operations Director			
E-Mail: Sheila_Morin@concentra.com					
Phone #: (603) 889-2354		Fax #: ( )			
Appointment Scheduling Options					
Availability	**Yes**	**No**	**Hours of Operation**		
			Mon-Fri	**Saturday**	**Sunday**
Appointment within twenty-four (24) hrs.	☐	☐			
Appointment within forty-eight (48) hrs.	☐	☐			
Appointment within seventy-two (72) hrs.	☐	☐			
Appointment within one (1) week	☐	☐			
Morning Appointments	☑	☐			
Afternoon Appointments	☑	☐			
Evening Appointments	☐	☐			

Location of Services					
Name of Location:					
Street:					
City:	State:	Zip Code:			
Web:		Tax ID # (optional):			
Contact Information for Location					
Name:		Title:			
E-Mail:					
Phone #: ( ) -	Fax #: ( ) -				
Appointment Scheduling Options					
Availability	**Yes**	**No**	**Hours of Operation**		
			Mon-Fri	**Saturday**	**Sunday**
Appointment within twenty-four (24) hrs.	☐	☐			
Appointment within forty-eight (48) hrs.	☐	☐			
Appointment within seventy-two (72) hrs.	☐	☐			
Appointment within one (1) week	☐	☐			
Morning Appointments	☐	☐			
Afternoon Appointments	☐	☐			
Evening Appointments	☐	☐			

25.3. Please add additional sheets as needed for any other possible service locations.

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State of NH, Department of Corrections
Pre-Assignment and Fitness for Duty Medical Exam Services
CONTRACT NHDOC 2025-13

EXHIBIT C

Estimated Budget/Method of Payment

1. **Estimated Budget (Cost Proposal)**

Pre-Assignment and Fitness for Duty Medical Exam Services												
Item #	Description	Total Est. Volume	Cost (Est. Vol. x Unit Cost)									
			FY26		FY27		FY28		Optional FY29		Optional FY30	
			Unit Cost	Ext Cost	Unit Cost	Ext Cost	Unit Cost	Ext Cost	Unit Cost	Ext Cost	Unit Cost	Ext Cost
1	Pre-Assignment Physical Examination for Officers (inclusive of Mantoux, Dipstick U/A & Audiology)	90	$ 253	$	$ 260.59	$	$ 268.40	$	$ 268.40	$	$ 268.40	$
2	Pre-Assignment Physical Examination for Civilians (inclusive of Mantoux, Suboxone and Dipstick U/A)	25	$ 338	$	$ 348.14	$	$ 358.58	$	$ 358.58	$	$ 358.58	$
3	Audiology Screening using Audiometer	1	$ 65	$	$ 66.95	$	$ 68.95	$	$ 68.95	$	$ 68.95	$
4	Mantoux Test	2	$ 60	$	$ 61.80	$	$ 63.65	$	$ 63.65	$	$ 63.64	$
5	Electrocardiogram (EKG)	25	$ 80	$	$ 82.40	$	$ 84.87	$	$ 84.87	$	$ 84.87	$
6	Chest X-Ray (CXR)	5	$ 92	$	$ 94.76	$	$ 97.6	$	$ 97.60	$	$ 97.60	$
7	Hepatitis B Vaccine-Series of 3 (cost per dose)	5	$ 100	$	$ 103	$	$ 106	$	$ 106	$	$ 106	$
8	General Fitness for Duty Examination (specific to occupational demands and/or individual medical condition)	1	$ 160	$	$ 164.8	$	$ 169.74	$	$ 169.74	$	$ 169.74	$
9	Duty Specific Fitness for Duty Examination (inclusive of Medical Questionnaire Review)	1	$ 160	$	$ 164.8	$	$ 169.74	$	$ 169.74	$	$ 169.74	$
	Total per FY		$ 34,685		$ 35,725.55		$ 36,797.32		$ 36,797.32		$ 36,797.32	

2. **Method of Payment**
   - 2.1. Contractor shall provide itemized invoices, commencing thirty (30) days after the start of service and shall be submitted by the fifteenth (15th) day of each month following the month in which services are provided. Contractor shall submit all invoices to NHDOC in a timely manner.
   - 2.2. Invoices shall be sent to the NH Department of Corrections, Financial Services, P.O. Box 1806, Concord, NH 03302, or designee, for approval. The "Bill To" address on the invoice shall be NH Department of Corrections, Financial Services, P.O. Box 1806, Concord, NH 03302. NHDOC will accept invoices in electronic format to expedite payment to: DOC-Financialservices@DOC.nh.Gov.
   - 2.3. NHDOC may adjust the payment amount identified on Contractor's invoice if an invoice is not submitted in accordance with the instructions established by NHDOC.
   - 2.4. NHDOC Bureau of Financial Services may issue payment to Contractor within thirty (30) days of receipt of an approved invoice. Invoices shall contain the following information:
     - 2.4.1. Invoice date, number and facility and applicant's name receiving the Pre-Assignment and/or Fitness for Duty Medical Exam;
     - 2.4.2. Quantity, description of services rendered;
     - 2.4.3. Dates of said service(s); and
     - 2.4.4. Itemized product/service total charge
   - 2.5. Contractor shall not invoice federal tax. The State's tax-exempt certificate number is 026000618.

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: **0007151835**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 7th day of April A.D. 2025.

David M. Scanlan
Secretary of State

State of New Hampshire
Department of State
2025 ANNUAL REPORT

Filed
Date Filed: 3/19/2025
Effective Date: 3/19/2025
Business ID: 542307
David M. Scanlan
Secretary of State

BUSINESS NAME:	**OCCUPATIONAL HEALTH CENTERS OF THE SOUTHWEST, P.A.**
BUSINESS TYPE:	**Foreign Professional Profit Corporation**
BUSINESS ID:	**542307**
STATE OF INCORPORATION:	**Texas**

CURRENT PRINCIPAL OFFICE ADDRESS	CURRENT MAILING ADDRESS
5080 SPECTRUM DRIVE S1200 WTWR Addison, TX, 75001, USA	**4714 GETTYSBURG ROAD Mechanicsburg, PA, USA**

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

PRINCIPAL PURPOSE(S)	
NAICS CODE	NAICS SUB CODE
OTHER / OCCUPATIONAL HEALTHCARE	

OFFICER / DIRECTOR INFORMATION		
NAME	BUSINESS ADDRESS	TITLE
Robert Hassett, M.D.	**5080 Spectrum Drive1200 W. Tower, Addison, TX, 75001, USA**	**President**
Janet White	**5080 Spectrum Dr., 1200 W Tower, Addison, TX, 75001, USA**	**Vice President**
Robert Hassett, M.D.	**5080 Spectrum Drive1200 W. Tower, Addison, TX, 75001, USA**	**Secretary**
Robert Hassett, M.D.	**5080 Spectrum Drive1200 W. Tower, Addison, TX, 75001, USA**	**Treasurer**
Robert Hassett, M.D.	**5080 Spectrum Drive1200 W. Tower, Addison, TX, 75001, USA**	**Director**

All the shareholders, and as many of the directors and officers as may be required under RSA 294-A:20 are qualified persons with respect to the corporation. I, the undersigned, do hereby certify that the statements on this report are true to the best of my information, knowledge and belief.

Title: **President**

Signature: **Robert Hassett, M.D.**

Name of Signer: **Robert Hassett, M.D.**

Certificate of Authority # 2 *(Corporation of LLC- Contract Specific, date specific)*

Corporate Resolution

I, Stefanie Dean, hereby certify that I am duly elected Clerk/Secretary of
(Name)

Concentra Health Services, Inc., the managing entity for Occupational Health Centers of the Southwest, P.A. I hereby certify the following is a true copy of a
(Name of Corporation or LLC)

vote taken at a meeting of the Board of Directors/shareholders, duly called and held on December
(Month)

14, 20 15 at which a quorum of the Directors/shareholders were present and voting.
(Day) *(Year)*

VOTED: That Robert G. Hassett, M.D. is duly authorized to enter into a
(Name and Title)

contract or agreements on behalf of Occupational Health Centers of the Southwest, P.A. with the
(Name of Corporation or LLC)

NH Department of Corrections State of New Hampshire and further is
(Name of State Agency)

authorized to execute any documents which may in his/her judgment be desirable or necessary to

effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the December 14, 20 15. I further certify that it is understood that the State of New
(Month) *(Day)* *(Year)*

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 to the specific contract indicated.

DocuSigned by:
Stefanie Dean
0830F990DC6E4C2...

DATED: 4/7/2025

ATTEST: Stefanie Dean, Secretary for Concentra Health Services, Inc., the managing entity for Occupational Health Centers of the Southwest, P.A.
(Name and Title)

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/7/2025

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 30 S 15th Street, 20th Floor 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
INSURED CONCGRO-01 Occupational Health Centers of The Southwest PA dba Concentra Medical Centers 5080 Spectrum Drive, Suite 1200 West Addison TX 75001	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Columbia Casualty Company — 31127 INSURER B: Liberty Mutual Fire Ins. Co. — 23035 INSURER C: Allied World Assurance Company, AG — INSURER D: Employers Insurance of Wausau — 21458 INSURER E: LM Insurance Corporation — 33600 INSURER F: Liberty Insurance Corporation — 42404

COVERAGES **CERTIFICATE NUMBER: 1115830511** **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	X COMMERCIAL GENERAL LIABILITY	Y	Y	HAZ 4032244581-9	1/1/2025	1/1/2026	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
	X Professional Lia						MED EXP (Any one person)	$
	X $1M Claim/$3M Ag						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY	Y	Y	AS2-631-510199-325	4/1/2025	4/1/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR	Y	Y	HMC 4032235752	1/1/2025	1/1/2026	EACH OCCURRENCE	$ 9,000,000
	EXCESS LIAB X CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED X RETENTION $ 3,000,000							$
F E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y	WA7-63D-510189-355 WA5-63D-510189-315	4/1/2025 4/1/2025	4/1/2026 4/1/2026	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
O C	Property Excess Liability			YAC-L9L-477341-015 C023701/010	1/1/2025 1/1/2025	1/1/2026 1/1/2026	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 LIABILTY 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 4032244595-11; Effective 1/1/2025-1/1/2026 - $500,000 Each Medical Incident/$1,500,000 Aggregate Per Insured or Surgeon

See Attached...

CERTIFICATE HOLDER

The NH Department of Corrections
P.O. Box 1806
Concord NH 03302-1806

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

AGENCY CUSTOMER ID: CONCGRO-01

LOC #:

ACORD

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Graham Company,	Occupational Health Centers of The Southwest PA dba Concentra Medical Centers 5080 Spectrum Drive, Suite 1200 West Addison TX 75001
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

KANSAS PHYSICIAN PROFESSIONAL LIABILITY COVERAGE - Continental Casualty Company - Policy #HAZ 4032244600-11; Effective 1/1/2025-1/1/2026 - $500,000 Each Medical Incident/$1,500,000 Aggregate Per Insured or Surgeon

LOUISIANA PHYSICIAN PROFESSIONAL LIABILITY COVERAGE - Columbia Casualty Company - Policy #HAZ 4032244614-11; Effective 1/1/2025-1/1/2026 - $100,000 Each Medical Incident/$300,000 Aggregate Per Insured or Surgeon

NEBRASKA PHYSICIAN PROFESSIONAL LIABILITY COVERAGE - Continental Casualty Company - Policy #HAZ 4032244628-11; Effective 1/1/2025-1/1/2026 - $800,000 Each Medical Incident/$3,000,000 Aggregate Per Insured or Surgeon

PENNSYLVANIA PHYSICIAN PROFESSIONAL LIABILITY COVERAGE - Columbia Casualty Company - Policy #HAZ 4032244631-11; 1/1/2025-1/1/2026 - $500,000 Each Medical Incident/$1,500,000 Aggregate Per Insured or Surgeon

WISCONSIN PHYSICIAN PROFESSIONAL LIABILITY COVERAGE - Continental Casualty Company - Policy #HAZ 4032244659-11; 1/1/2025-1/1/2026 - $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-510199-315; Effective: 4/1/2025-4/1/2026

WORKERS COMPENSATION - Occupational Health Centers of Southwest, P.A. - Liberty Insurance Corp. - Policy #WA7-63D-510199-405; Effective: 4/1/2025-4/1/2026

WORKERS COMPENSATION - Occupational Health Centers of Southwest, P.A. - Liberty Mutual Insurance Corp. - Policy #WC5-631-510199-255 (WI); Effective: 4/1/2025-4/1/2026

ADDITIONAL WORKERS COMPENSATION POLICIES:

OHC of Arkansas – Liberty Insurance Corp. - Policy #WC7-631-510199-285; Effective: 4/1/2025-4/1/2026
OHC of Southwest (AZ/UT) – Liberty Mutual Fire Insurance Company - Policy #WC2-631-510199-245; Effective: 4/1/2025-4/1/2026
OHC of Delaware – Liberty Mutual Fire Insurance Company - Policy #WC2-631-510199-335; Effective: 4/1/2025-4/1/2026
OHC of Georgia/Hawaii – Liberty Mutual Fire Insurance Company - Policy #WC2-631-510199-385; Effective: 4/1/2025-4/1/2026
OHC of Illinois – Liberty Mutual Fire Insurance Company - Policy #WC2-631-510199-415; Effective: 4/1/2025-4/1/2026
OHC of Louisiana – Liberty Mutual Fire Insurance Company - Policy #WC2-631-510199-295; Effective: 4/1/2025-4/1/2026
OHC of Michigan – Liberty Mutual Fire Insurance Company - Policy #WC2-631-510199-275; Effective: 4/1/2025-4/1/2026
OHC of Nebraska – Liberty Mutual Fire Insurance Company - Policy #WC2-631-510199-375; Effective: 4/1/2025-4/1/2026
OHC of New Jersey – Liberty Mutual Fire Insurance Company - Policy #WC2-631-510199-265; Effective: 4/1/2025-4/1/2026
OHC of North Carolina – Liberty Insurance Corp. - Policy #WC7-631-510199-345; Effective: 4/1/2025-4/1/2026
OHC of Southwest (KS) – Liberty Mutual Fire Insurance Company - Policy #WC2-631-510199-425; Effective: 4/1/2025-4/1/2026
Therapy Centers of Southwest I, PA (OR) - Liberty Mutual Fire Insurance Company - Policy #WC2-631-510199-395; Effective: 4/1/2025-4/1/2026
Therapy Centers of South Carolina, PA - Liberty Mutual Fire Insurance Company - Policy #WC2-631-510199-305; Effective: 4/1/2025-4/1/2026
OHC of Minnesota - Liberty Mutual Fire Insurance Company - Policy #WC2-631-510199-455; Effective: 4/1/2025-4/1/2026
OHC of Alaska - Liberty Mutual Fire Insurance Company - Policy #WC2-631-510199-445; Effective: 4/1/2025-4/1/2026

CYBER LIABILITY - Arch Specialty Insurance Company - Policy #NPL2001106-00; Effective: 11/25/2024-11/25/2025 - Limit: $10,000,000

EXCESS CYBER LIABILITY - Homeland Insurance Company of New York - Policy #720002431-0000; Effective: 11/25/2024-11/25/2025 - Limit: $10,000,000 Excess of $10,000,000

CRIME COVERAGE – National Union Fire Insurance Company of Pittsburgh, PA – Policy #02-173-18-50, Effective 11/25/2024 – 1/1/2026 – 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 # NH DOC 2025-013 TO PROVIDE MEDICAL SERVICES TO INCLUDE MEDICAL EXAMS AND DRUG SCREENS SERVICES TO THE EMPLOYEES OF THE NAMED CLIENT.

The State of New Hampshire and the New Hampshire Department of Corrections are all included as additional insureds on the above General Liability, Auto Liability, and Umbrella 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, Umbrella 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.

NH DEPARTMENT OF CORRECTIONS
ADMINISTRATIVE RULES

Cor 307 Items Considered Contraband. Contraband shall consist of:

a) Any substance or item whose possession is unlawful for the person or the general public possessing it including but not limited to:
   (1) narcotics
   (2) controlled drugs or
   (3) automatic or concealed weapons possessed by those not licensed to have them.

b) Any firearm, simulated firearm, or device designed to propel or guide a projectile against a person, animal or target.

c) Any bullets, cartridges, projectiles or similar items designed to be projected against a person, animal or target.

d) Any explosive device, bomb, grenade, dynamite or dynamite cap or detonating device including primers, primer cord, explosive powder or similar items or simulations of these items.

e) Any drug item, whether medically prescribed or not, in excess of a one day supply or in such quantities that a person would suffer intoxication or illness if the entire available quantity were consumed alone or in combination with other available substances.

f) Any intoxicating beverage.

g) Sums of money or negotiable instruments in excess of $100.00.

h) Lock-picking kits or tools or instruments on picking locks, making keys or obtaining surreptitious entry or exit.

i) The following types of items in the possession of an individual who is not in a vehicle, but shall not be contraband stored in a secured vehicle:
   (1) knives and knife-like weapons, clubs and club-like weapons,
   (2) tobacco, alcohol, drugs including prescription drugs unless prior approval is granted in writing by the facility Warden/designee, or Director/designee,
   (3) maps of the prison vicinity or sketches or drawings or pictorial representations of the facilities, its grounds or its vicinity,
   (4) pornography or pictures of visitors or prospective visitors undressed,
   (5) radios capable of monitoring or transmitting on the police band in the possession of other than law enforcement officials,
   (6) identification documents, licenses and credentials not in the possession of the person to whom properly issued,
   (7) ropes, saws, grappling hooks, fishing line, masks, artificial beards or mustaches, cutting wheels or string rope or line impregnated with cutting material or similar items to facilitate escapes,
   (8) balloons, condoms, false-bottomed containers or other containers which could facilitate transfer of contraband.

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

COR 307.03 Searches and Inspections Authorized.

a) Any person or property on state prison grounds shall be subject to search to discover contraband...
Travel onto prison grounds shall constitute implied consent to search for contraband. In such cases where implied consent exists, the visitor will be given a choice of either consenting to the search or immediately leaving the prison grounds. Nothing in this rule however, prevents non-consensual searches in situations where probable cause exists to believe that the visitor is or had attempted to introduce contraband into the prison pursuant to the law of New Hampshire concerning search, seizure and arrest.

b) All motor vehicles parked on prison grounds shall be locked and have the keys removed. Custodial personnel shall check to insure that vehicles are locked and shall visually inspect the plain view interior of the vehicles. Vehicles discovered unlocked shall be searched to insure that no contraband is present. Contraband discovered during searches shall be confiscated for evidence, as shall contraband discovered during plain view inspections.

c) All persons entering the facilities to visit with residents or staff, or to perform services at the facilities or to tour the facilities shall be subject to having their persons checked. All items and clothing carried into the institution shall be searched for contraband.

Robert Gilsett — Name
Signature — Date 4/7/25

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

1. Engaging in any of the following activities with persons under departmental control is strictly prohibited:
    a. Any contact, including correspondence, other than the performance of your services for which you have been contracted.
    b. Giving or selling of anything
    c. Accepting or buying anything

2. Any person providing contract services who is found to be under the influence of intoxicants or drugs will be removed from facility grounds and barred from future entry to NH Department of Corrections property.

3. Possession of any item considered to be contraband as defined in the New Hampshire code of Administrative Rules, Part COR 307 is a violation of the rules and the laws of the State of New Hampshire and may result in legal action under RSA 622:24 or other statutes.

4. In the event of any emergency situation, i.e., fire, disturbance, etc., you will follow the instructions of the escorting staff or report immediately to the closest available staff.

5. All rules, regulations and policies of the NH Department of Corrections are designed for the safety of the staff, visitors and residents, the security of the facility and an orderly flow of necessary movement and activities. If unsure of any policy and procedure, ask for immediate assistance from a staff member.

6. Harassment and discrimination directed toward anyone based on sex, race, creed, color, national origin or age are illegal under federal and state laws and will not be tolerated in the work place. Maintenance of a discriminatory work environment is also prohibited. Everyone has a duty to observe the law and will be subject to removal for failing to do so.

7. During the performance of your services you are responsible to the facility administrator, and by your signature below, agree to abide by all the rules, regulations, policies and procedures of the NH Department of Corrections and the State of New Hampshire.

8. In lieu of Contracted staff participating in the Corrections Academy, the Vendor through the Commissioner or his designees will establish a training/orientation facilitated by the Vendor to supplement this requirement and appropriate orient Vendor staff to the rules, regulations, policies and procedures of the Department of Corrections and the State of New Hampshire.

Robert G. Hassett — Name

Signature

4/7/25 — Date

NH DEPARTMENT OF CORRECTIONS
CONFIDENTIALITY OF INFORMATION AGREEMENT

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

I further agree that all employed by or subcontracted through the organization I represent are not to discuss any confidential or privileged information with family, friends or any persons not professionally involved with the NH Department of Corrections. If inmates or residents of the NH Department of corrections, or, anyone outside of the NH Department of Corrections' employ approaches any of the organization's employees or subcontractors and requests information, the staff/employees of the organization I represent will immediately contact their supervisor, notify the NH Department of Corrections, and file an incident report or statement report with the appropriate NH Department of Corrections representative.

Any violation of the above may result in immediate termination of any and all contractual obligations.

Name | Signature | Date 4/7/25

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

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

(1) Definitions

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

b. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

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

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

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

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

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

h. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.

i. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

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

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

(2) Use and Disclosure of Protected Health Information

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

b. Business Associate may use or disclose PHI:

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

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

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

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

(3) **Obligations and Activities of Business Associate**

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

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

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

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

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

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

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

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

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

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

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

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

(4) Obligations of Covered Entity

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

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

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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

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

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

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

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

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

NH Department of Corrections	Occupational Health Centers of the Southwest, P.A., dba Concentra Medical Centers
State of New Hampshire Agency Name	Contractor Name
Signature of Authorized Representative	Contractor Representative Signature
John V. Scippa	Robert G, Hassett, DO, MPH
Authorized DOC Representative Name	Authorized Contractor Representative Name
Interim Commissioner	President, Secretary, and Treasurer
Authorized DOC Representative Title	Authorized Contractor Representative Title
06/06/2025	4/7/25
Date	Date

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

JOHN V. SCIPPA
INTERIM COMMISSIONER

LISA M. STONE
DIRECTOR

PRISON RAPE ELIMINATION ACT

ACKNOWLEDGEMENT FORM

The Prison Rape Elimination Act (PREA) of 2003 (with Final Rule August 2012) is a federal law established to address the elimination and prevention of sexual assault and sexual harassment within correctional systems and detention facilities. This Act applies to all correctional facilities, including prisons, jails, juvenile facilities and community corrections residential facilities. PREA incidents involve the following conduct:

- Resident-on-resident sexual assault
- Resident-on-resident abusive sexual contact
- Staff sexual misconduct
- Staff sexual harassment, assault of a resident

The act aimed to curb prison rape through a "zero-tolerance" policy, as well as through research and information gathering. The NH Department of Corrections has zero tolerance relating to the sexual assault/rape of offenders and recognizes these offenders as crime victims. Due to this recognition and adherence to the federal Prison Rape Elimination Act (PREA) of 2003, the NH Department of Corrections extends the "zero tolerance" to the following:

- Contractor/subcontractor misconduct
- Contractor/subcontractor harassment, assault of a resident

As a Contractor and/or Subcontractor of the NH Department of Corrections, I acknowledge that I have been provided information on the Prison Rape Elimination Act of 2003 Public Law 108-79—Sept. 4, 2003 and have been informed that as a Contractor and/or Subcontractor of the NH Department of Corrections, sexual conduct between Contractor and/or Subcontractor and offenders is prohibited. Sexual harassment or sexual misconduct involving an offender can be a violation of NH RSA 632-A:2, 632-A:3 and 632-A:4, Chapter 632-A: Sexual Assault and Related Offenses, and result in criminal prosecution.

As a Contractor and/or Subcontractor of the NH Department of Corrections, I understand that I shall inform all employees of the Contractor and/or Subcontractor to adhere to all policies concerning PREA, RSA 632-A:2, RSA 632-A:3, RSA 632-A:4 and departmental policies including NHDOC Administrative Rules, Conduct and Confidentiality Information regarding my conduct, reporting of incidents and treatment of those under the supervision of the NH Department of Corrections. (Ref. RSA Chapter 632-A, and Administrative Rules, Rules of Conduct for Persons Providing Contract Services, Confidentiality of Information Agreement).

Name (print): Robert G. Hassett, M.D., President, Treasurer & Secretary **Date:** 4/7/2025
(Name of Contract Signatory)

Signature: Docusigned by: R. G. Hassett DO, MPH
(Signature of Contract Signatory)

Attachment 8
PPD 379.00

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS

ACKNOWLEDGEMENT OF PRISON RAPE ELIMINATION ACT EDUCATION / INFORMATION PURSUANT TO PPD 379.00 and 28 CFR 115.32 FOR LEVEL III CONTRACTORS & NH STATE EMPLOYEES[1]

The Prison Rape Elimination Act (PREA) is a federally mandated initiative to prisons, jails, and those who supervise offenders in the community to establish a **zero - tolerance** policy against sexual assault on residents within those systems. PREA incidents involve the following conduct:

- Resident-on-resident sexual assault, sexual harassment, or abusive sexual contact; and,
- Staff sexual abuse, sexual harassment

PREA aims to curb prison rape through a "zero tolerance" policy, as well as through research and information gathering. The New Hampshire Department of Corrections (NHDOC) has zero tolerance relating to the sexual assault/rape of residents and recognizes residents who are sexually abused or sexually harassed as crime victims. Due to this recognition and adherence to the federal Prison Rape Elimination Act (PREA) of 2003, the NH Department of Corrections extends the "zero tolerance" policy to the following:

- Contractor/subcontractor sexual abuse, sexual harassment, and/or assault of a resident
- Other State agency employee sexual abuse, sexual harassment, and/or assault of a resident

As a contractor and/or subcontractor of the NHDOC, or the employee of another agency of the State of New Hampshire, I acknowledge that I have been provided information on the Prison Rape Elimination Act (PREA), and have been informed that as a contractor and/or subcontractor of the NHDOC, or the employee of another agency of the State of New Hampshire, sexual conduct between myself and a resident is prohibited. Sexual harassment or sexual misconduct involving a resident may also be a violation of RSAs 632-A:2, 632-A:3 and 632-A:4, Chapter 632-A: Sexual Assault and Related Offenses, and result in criminal prosecution.

As contractor and/or subcontractor of the NHDOC, or another agency of the State of New Hampshire, I understand that I shall inform all employees of the contractor and/or subcontractor, or employees of another state agency, to adhere to all policies relating to: PREA, RSAs 632-A:2, 632-A:3 and 632-A:4, and the departmental policies including NHDOC PPD 379, NHDOC Administrative Rules, Conduct and Confidentiality information regarding my conduct, reporting of incidents and treatment of those under supervision of the NH Department of Corrections (Ref. RSA Chapter 632-A, NHDOC PPD 379 and Administrative Rules, Rules of Conduct for persons Providing Contract Services, Confidentiality of Information Agreement).

Name: Robert G. Hassett, M.D., President, Treasurer & Secretary **Date:** 4/7/2025

Signature: R. G. Hassett DO, MPH **Company/Organization:** Occupational Health Centers of the Southwest, P.A.

[1] All Departments Other than NH Department of Corrections employees