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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

NEW HAMPSHIRE HOSPITAL

Lori A. Weaver
Commissioner

Ellen M. Lapointe
Chief Executive Officer

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August 28, 2025

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, New Hampshire Hospital, to enter into a **Sole Source** contract with Symphony Diagnostic Services No. 1, LLC d/b/a Tridentcare (VC #200975), Sparks, MD, in the amount of $155,000 for mobile on-site X-Ray services for the patients at New Hampshire Hospital, with the option to renew for up to two (2) additional years, effective upon Governor and Council approval through June 30, 2029. 30% General Funds. 70% Other Funds (Provider Fees).

Funds are available in the following account for State Fiscal Years (SFYs) 2026 and 2027, and are anticipated to be available in SFYs 2028 and 2029 upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-94-940010-8750 Health and Social Services, Department of Health and Human Services, HHS: New Hampshire Hospital, New Hampshire Hospital, Acute Psychiatric Services

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2026	102-500731	Contracts for Program Services	94057300	$35,000
2027	102-500731	Contracts for Program Services	94057300	$37,500
2028	102-500731	Contracts for Program Services	94057300	$40,000
2029	102-500731	Contracts for Program Services	94057300	$42,500
			Total	$155,000

EXPLANATION

This request is **Sole Source** because the Department has not been able to procure the services using a competitive solicitation. The Department published a Request for Proposals from November 27, 2024, to January 28, 2025, to solicit proposals from Vendors to provide these services. The Department received zero (0) responses, and subsequently republished the Request for Proposals from February 5, 2025, to February 19, 2025, which also received zero (0) responses. The Department subsequently identified and engaged with the Contractor to discuss providing X-Ray services for patients at New Hampshire Hospital. The Contractor has been providing X-Ray services for the New Hampshire

Department of Correction (DOC) since 2021 (June 30, 2021, Item #115), and the Department has confirmed that DOC is satisfied with the services.

The purpose of this agreement is to provide onsite X-Ray services to patients at New Hampshire Hospital. The Contractor will provide mobile X-Ray services, including interpretation of images, for patients who are unable to leave the Acute Psychiatric Services facility. These services include X-Rays as deemed appropriate by the attending physician. Psychiatric inpatients may experience a range of physical health issues, including trauma from self-harm or falls, respiratory concerns, or symptoms indicative of underlying medical conditions that require prompt diagnosis. Without onsite radiology, even a simple chest X-ray or evaluation of musculoskeletal injury would necessitate off-campus transportation, often involving multiple staff members and the use of specialized secure transport. This not only disrupts continuity of care but also introduces safety risks for both patients and staff.

Approximately 400 individuals will be served each year during State Fiscal Years 2026, 2027, 2028, and 2029.

The Department will monitor services, including the:

- Turnaround time from when the X-Rays is taken to the time the results are delivered.
- Responsiveness to request for services from the time a request is made to the time the services are provided.
- Thoroughness of the X-Ray reports from the Contractor.

As referenced in Exhibit A, Revisions to Standard Provisions of the attached agreement, the parties have the option to extend the agreement for up two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, the Department will not be able to provide onsite X-ray services that are important to the well-being and recovery of patients at New Hampshire Hospital. The absence of these services would significantly hinder the hospital's ability to deliver timely, safe, and effective care to a vulnerable patient population with complex medical and psychiatric needs. Without onsite imaging, patients may experience delays in diagnosis and treatment, increased risk of adverse outcomes, and unnecessary transfers to outside facilities, all of which can compromise recovery and patient safety. Onsite services also help ensure that individuals are treated in the least restrictive setting appropriate to their needs—an essential component of patient-centered care and Joint Commission accreditation.

The Department has determined that the Contractor is in good standing with the Secretary of State's Office, has secured the required levels of insurance, and has provided evidence of authority to execute and be bound by the contract. Documents supporting these assertions are available at the agency, for review upon request.

Area served: Statewide.

Respectfully submitted,

For

Lori A. Weaver
Commissioner

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Symphony Diagnostic Services No. 1, LLC d/b/a Tridentcare		1.4 Contractor Address 930 Ridgebrook Road, 3rd Fl R Sparks, MD, 21152-2115	
1.5 Contractor Phone Number 800-786-8015	1.6 Account Unit and Class 8750-102-500731-94057300	1.7 Completion Date June 30, 2029	1.8 Price Limitation $155,000
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature Signed by: Lisa Kerr E7BD52F345ED478... Date: 8/26/2025		1.12 Name and Title of Contractor Signatory LIsa Kerr Vice President Sales	
1.13 State Agency Signature DocuSigned by: Ellen Lapointe 46806801F0E8428... Date: 8/26/2025		1.14 Name and Title of State Agency Signatory Ellen Lapointe Chief Executive Officer	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: DocuSigned by: Robyn Guarino 748734844941460... On: 8/28/2025			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials: Initial LK
Date 8/26/2025

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.

Initial

Contractor Initials lk

Date 8/26/2025

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

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

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

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

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

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

13. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

Contractor Initials Initial lk

Date 07/20/2025

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and
14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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

16. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CHOICE OF LAW AND FORUM.
19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.
19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

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

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

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

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

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

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

26. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

Contractor Initials Initial lk
Date 8/26/2025

New Hampshire Department of Health and Human Services
On-Site X-ray Services

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

   1.1. Paragraph 3, Effective Date/Completion of Services, is amended by deleting subparagraph 3.3., in its entirety and replacing it as follows:

   3.3. Contractor must complete all Services by the Completion Date specified in block 1.7. The parties may extend the Agreement for up to two (2) years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

   1.2. Paragraph 9, Effective Termination, is amended by deleting subparagraph 9.1 in its entirety and replacing it as follows:

   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. In addition, notwithstanding paragraph 8, the Contractor may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by ninety (90) calendar days written notice to the State.

   1.3. Paragraph 10, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 10.4., as follows:

   10.4 Notwithstanding anything to the contrary in this Agreement or any of the exhibits attached hereto, the parties agree that, as a covered entity in accordance with the Health Insurance Portability and Accountability Act (HIPAA) of 1996, the Contractor is required by law to maintain patient medical records provided to Contractor by New Hampshire Hospital and generated in connection with the services provided by Contractor, subject to the patient rights for the services it performs.

   1.4. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.5., as follows:

   12.5. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors pro[Initial] for

under this Agreement and notify the State of any inadequate subcontractor performance.

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Contractor must provide onsite X-ray services for patients of New Hampshire Hospital.

1.2. The Contractor must use its own medical equipment to take and interpret X-ray images.

1.3. The Contractor must make a commercially reasonable effort to provide reports on the results of X-rays taken to New Hampshire Hospital within two (2) hours, unless otherwise approved by the Department.

1.4. The Contractor must provide X-ray services by qualified and licensed technicians registered with the American Registry of Radiologic Technologists.

1.5. The Contractor must provide prescribed X-ray services, subject to Department approval.

1.6. The Contractor must make services available Monday through Friday, 8:00 am to 8:00 pm. Services requested after 8:00 PM will be scheduled for the next business day.

1.7. The Contractor must provide urgent off-hours services on weekends from 8 AM to 12 Noon. as requested by the Department. Provided the service is ordered before 12 noon, Contractor shall make a commercially reasonable effort to respond to urgent off-hours services within less than five (5) hours from the time the request for services is received by the Contractor.

1.8. The Contractor must make a commercially reasonable effort to provide all routine X-ray procedures on the same day as requested by New Hampshire Hospital, provided the service is ordered during normal business hours.

1.9. The Contractor must have a radiologist certified by the American Board of Radiology read and interpret the X-rays.

1.10. The Contractor must provide radiologist telephone consultations and be on call twenty-four (24) hours a day, seven (7) days a week. The Contractor will provide a telephone number for New Hampshire Hospital to contact the radiologist.

1.11. The Contractor must operate, maintain, and test all portable radiology equipment in accordance with a radiation protection program that ensures the safety of those using the equipment, those being examined, and the environment in which equipment is being used. The Contractor must ensure all personnel working the portable radiology equipment are trained in radiation safety.

1.12. The Contractor must maintain records that include, at a minimum, the client's name and medical record number, date the service(s) were provided, and a

description of the service(s) using the code names and numbers in Exhibit C-1, Rate Schedule.

1.13. The Contractor must utilize the New Hampshire Hospital secure electronic messaging system, when available, for secure exchange of client information.

1.14. The Contractor must transmit digital data from each onsite X-ray over the State of New Hampshire Guest Network via the Contractor's Virtual Private Network to the Contractor's data center to be reviewed by a Board-Certified radiologist.

1.15. The Contractor must deliver written or electronic reports of radiologist reviews by secure fax transmission that is auto routed to a preconfigured and tested fax number within twenty-four (24) hours of the services performed.

1.16. The Contractor must maintain applicable Medicare and Medicaid approvals and must be licensed by the New Hampshire Office of Professional Licensure.

1.17. The Contractor must complete a required orientation of New Hampshire Hospital's policies and safety requirements, and any New Hampshire Hospital provided continuing education classes thereafter, at the discretion of New Hampshire Hospital. Classes include:

1.17.1. Boundaries (1 Hour.)

1.17.2. Cultural Awareness (1 Hour.)

1.18. The Contractor must participate in meetings with the Department on an as-needed basis, or as otherwise requested by the Department.

1.19. The Contractor must ensure staff participate in orientation training on New Hampshire Hospital policies and requirements for Contractors working on-site as requested and scheduled by the Department.

1.20. Background Checks

1.20.1. Prior to permitting any individual to provide services under this Agreement, the Contractor must ensure that said individual has undergone:

1.20.1.1. A criminal background check, at the Contractor's expense, and has no convictions for crimes that represent evidence of behavior that could endanger individuals served under this Agreement;

1.20.1.2. A name search of the Department's Bureau of Adult and Aging Services (BAAS) State Registry, pursuant to RSA 161-F:49, with results indicating no evidence of behavior that could endanger individuals served under this Agreement; and

1.20.1.3. A name search of the Department's Division for Children, Youth and Families (DCYF) Central Registry pursuant to RSA 169-C:35, with results indicating no evidence of behavior th ld

endanger individuals served under this Agreement.

1.21. Confidential Data

1.21.1. The Contractor must meet all information security and privacy requirements as set by the Department and in accordance with the Department's Information Security Requirements Exhibit as referenced below.

1.21.2. The Contractor must ensure any individuals involved in delivering services through this Agreement contract sign an attestation agreeing to access, view, store, and discuss Confidential Data in accordance with federal and state laws and regulations and the Department's Information Security Requirements Exhibit. The Contractor must ensure said individuals have a justifiable business need to access confidential data. The Contractor must provide attestations upon Department request.

1.21.3. The Contractor must use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996.

1.22. Privacy Impact Assessment

1.22.1. Upon request, the Contractor must allow and assist the Department in conducting a Privacy Impact Assessment (PIA) of its system(s)/application(s)/web portal(s)/website(s) or Department system(s)/application(s)/web portal(s)/website(s) hosted by the Contractor, if Personally Identifiable Information (PII) is collected, used, accessed, shared, or stored. To conduct the PIA the Contractor must provide responses to questions from the Department in written form, and/or attestation of audits performed by a third-party auditor. If requested by the Department, the Contractor agrees to provide documentation sufficient to allow the Department to assess at minimum, the following:

1.22.1.1. How PII is gathered and stored;

1.22.1.2. Who will have access to PII;

1.22.1.3. How PII will be used in the system;

1.22.1.4. How individual consent will be achieved and revoked; and

1.22.1.5. Privacy practices.

1.22.2. The Department may conduct follow-up PIAs in the event there are either significant process changes or new technologies impa[illegible]he

collection, processing or storage of PII.

1.23. Department Owned Devices, Systems and Network Usage

1.23.1. If Contractor End Users, defined in the Department's Information Security Requirements Exhibit that is incorporated into this Agreement, are authorized by the Department's Information Security Office to use a Department issued device (e.g. computer, tablet, mobile telephone) or access the Department network in the fulfilment of this Agreement, each End User must:

1.23.1.1. Sign and abide by applicable Department and New Hampshire Department of Information Technology (NH DoIT) use agreements, policies, standards, procedures and guidelines, and complete applicable trainings as required;

1.23.1.2. Use the information that they have permission to access solely for conducting official Department business and agree that all other use or access is strictly forbidden including, but not limited, to personal or other private and non-Department use, and that at no time shall they access or attempt to access information without having the express authority of the Department to do so;

1.23.1.3. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;

1.23.1.4. Not copy, share, distribute, sub-license, modify, reverse engineer, rent, or sell software licensed, developed, or being evaluated by the Department, and at all times must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the Department;

1.23.1.5. Only use equipment, software, or subscription(s) authorized by the Department's Information Security Office or designee;

1.23.1.6. Not install non-standard software on any Department equipment unless authorized by the Department's Information Security Office or designee;

1.23.1.7. Agree that email and other electronic communication messages created, sent, and received on a Department-issued email system are the property of the Department of New Hampshire and to be used for business purposes only. Email is defined as "internal email syst Initial or

"Department-funded email systems."

1.23.1.8. Agree that use of email must follow Department and NH DoIT policies, standards, and/or guidelines; and

1.23.1.9. Agree when utilizing the Department's email system:

1.23.1.9.1. To only use a Department email address assigned to them with a "@ affiliate.DHHS.NH.Gov".

1.23.1.9.2. Include in the signature lines information identifying the End User as a non-Department workforce member; and

1.23.1.9.3. Ensure the following confidentiality notice is embedded underneath the signature line:

CONFIDENTIALITY NOTICE: "This message may contain information that is privileged and confidential and is intended only for the use of the individual(s) to whom it is addressed. If you receive this message in error, please notify the sender immediately and delete this electronic message and any attachments from your system. Thank you for your cooperation."

1.23.1.10. Contractor End Users with a Department issued email, access or potential access to Confidential Data, and/or a workspace in a Department building/facility, must:

1.23.1.10.1. Complete the Department's Annual Information Security & Compliance Awareness Training prior to accessing, viewing, handling, hearing, or transmitting Department Data or Confidential Data.

1.23.1.10.2. Sign the Department's Business Use and Confidentiality Agreement and Asset Use Agreement, and the NH DoIT Department wide Computer Use Agreement upon execution of the Agreement and annually thereafter.

1.23.1.10.3. Only access the Department's intranet to view the Department's Policies and Procedures and Information Security webpages.

1.23.1.11. Contractor agrees, if any End User is found to be in

violation of any of the above terms and conditions, said End User may face removal from the Agreement, and/or criminal and/or civil prosecution, if the act constitutes a violation of law.

1.23.1.12. Contractor agrees to notify the Department a minimum of three business days prior to any upcoming transfers or terminations of End Users who possess Department credentials and/or badges or who have system privileges. If End Users who possess Department credentials and/or badges or who have system privileges resign or are dismissed without advance notice, the Contractor agrees to notify the Department's Information Security Office or designee immediately.

1.23.2. Workspace Requirement

1.23.2.1. If applicable, the Department will work with Contractor to determine requirements for providing necessary workspace and State equipment for its End Users.

1.24. Contract End-of-Life Transition Services

1.24.1. General Requirements

1.24.1.1. If applicable, upon early termination or expiration of the Agreement the parties agree to cooperate in good faith to effectuate a secure transition of the services ("Transition Services") from the Contractor to the Department and, if applicable, the new Contractor ("Recipient") engaged by the Department to assume the services. Ninety (90) days prior to the end-of the contract or unless otherwise specified by the Department, the Contractor must begin working with the Department and if applicable, the Recipient to develop a Data Transition Plan (DTP). The Department shall provide the DTP template to the Contractor.

1.24.1.2. The Contractor must assist the Recipient, in connection with the transition from the performance of Services by the Contractor and its End Users to the performance of such Services. This may include assistance with the secure transfer of records (electronic and hard copy),transition of historical data (electronic and hard copy), the transition of any such Service from the hardware, software, network and telecommunications equipment and internet-related information technology infrastructure ("Internal IT Systems") of Contractor, the

Internal IT Systems of the Recipient and cooperation with and assistance to any third-party consultants engaged by Recipient in connection with the Transition Services.

1.24.1.3. If a system, database, hardware, software, and/or software licenses (Tools) was purchased or created to manage, track, and/or store Department Data in relationship to this contract said Tools will be inventoried and returned to the Department, along with the inventory document, once transition of Department data is complete.

1.24.1.4. The internal planning of the Transition Services by the Contractor and its End Users shall be provided to the Department and if applicable the Recipient in a timely manner. Any such Transition Services shall be deemed to be Services for purposes of this Agreement.

1.24.1.5. In the event the data Transition extend beyond the end of the Agreement, the Contractor agrees that the Information Security Requirements, and if applicable, the Department's Business Associate Agreement terms and conditions remain in effect until the Data Transition is accepted as complete by the Department.

1.24.1.6. In the event the Contractor has comingled Department Data and the destruction or Transition of said data is not feasible, the Department and Contractor will jointly evaluate regulatory and professional standards for retention requirements prior to destruction, refer to the terms and conditions of the Department's DHHS Information Security Requirements Exhibit.

1.24.2. Completion of Transition Services

1.24.2.1. Each service or transition phase shall be deemed completed (and the transition process finalized) at the end of fifteen (15) business days after the product, resulting from the Service, is delivered to the Department and/or the Recipient in accordance with the mutually agreed upon Transition plan, unless within said fifteen (15) business day term the Contractor notifies the Department of an issue requiring additional time to complete said product.

1.24.2.2. Once all parties agree the data has been migrated the Contractor will have thirty (30) days to destroy the data per the terms and conditions of the Depa[illegible]t's

Information Security Requirements Exhibit.

1.24.3. Disagreement over Transition Services Results

1.24.3.1. In the event the Department is not satisfied with the results of the Transition Service, the Department shall notify the Contractor, in writing, stating the reason for the lack of satisfaction within fifteen (15) business days of the final product or at any time during the data Transition process. The Parties shall discuss the actions to be taken to resolve the disagreement or issue. If an agreement is not reached, at any time the Department shall be entitled to initiate actions in accordance with the Agreement.

2. Exhibits Incorporated

2.1. The Contractor must manage all confidential data related to this Agreement in accordance with the terms of Exhibit D, DHHS Information Security Requirements.

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

3.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

3.2. Credits and Copyright Ownership

3.2.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement must include the following statement, "The preparation of this (report, document etc.) was financed under an Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."

3.2.2. All materials produced or purchased under the Agreement must have prior approval from the Department before printing, production, distribution or use.

3.2.3. The Department must retain copyright ownership for any and all original materials produced, including, but not limited to reports, protocols, guidelines, brochures, posters, and resource directories.

3.2.4. The Contractor must not reproduce any materials produced u[illegible] the

Agreement without prior written approval from the Department.

4. Records

4.1. The Contractor must keep records that include, but are not limited to:

4.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.

4.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

4.1.3. Medical records on each patient/recipient of services.

4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.

4.3. If, upon further review, the Department must disallow any expenses claimed by the Contractor as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

New Hampshire Department of Health and Human Services
On-Site X-ray Services

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
   1.1. 30% General funds.
   1.2. 70% Other funds (Provider Fees).
2. For the purposes of this Agreement the Department has identified:
   2.1. The Contractor as a Contractor, based on criteria specified in 2 CFR 200.331.
3. Payment shall be made for services provided in accordance with Exhibit C-1, Rate Schedule, attached hereto and incorporated herein.
4. Payment shall be made for Contractor orientation training in accordance with Exhibit B, Section 1.17 at the fixed rate of $125 per hour, not to exceed a total of 20 hours per calendar year.
5. The Contractor shall submit an invoice to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:
   5.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
   5.2. Is submitted in a format as provided by or otherwise acceptable to the Department.
   5.3. Identifies and requests payment in accordance with Section 3, above.
   5.4. Includes the patient's Medical Record Number, date(s) of service, and the services provided using the code name(s) and number(s); and rate fee(s) in accordance with Exhibit C-1 Rate Schdedule
   5.5. Is completed, dated and returned to the Department to initiate payment.
   5.6. Is assigned an electronic signature and is emailed to NHHFinancialServices@dhhs.nh.gov or mailed to:

      Financial Services AP
      NH Hospital – Financial Services
      Philbrook Building
      121 South Fruit St.
      Concord, NH 03301
6. The Department shall make payments to the Contractor within thirty (30) calendar days only upon receipt and approval of the submitted invoice and required supporting documentation.
7. The final invoice and any required supporting documentation shall be due to the Department no later than forty (40) calendar days after the contract

completion date specified in Form P-37, General Provisions Block 1.7., Completion Date.

8. Notwithstanding Paragraph 18 of the General Provisions Form P-37, changes limited to adjusting direct and indirect cost amounts within the price limitation between budget class lines, as well as adjusting encumbrances between State Fiscal Years through the Budget Office, may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

9. Audits

9.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

9.1.1. Condition A - The Contractor is subject to a Single Audit pursuant to 2 CFR 200.501 Audit Requirements.

9.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b.

9.1.3. Condition C - The Contractor is a public company and required by the U.S. Securities and Exchange Commission (SEC) regulations to submit an annual financial audit.

9.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

9.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.

9.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

9.4. The Contractor, regardless of the funding source and/or whether Conditions A, B, or C exist, may be required to submit annual financial audits performed by an independent CPA upon request by the Department.

9.5. In addition to, and not in any way in limitation of obligations of the Agreement, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions

and shall return to the Department all payments made under the Agreement to which exception has been taken, or which have been disallowed because of such an exception, within sixty (60) days.

10. If applicable, the Contractor must request disposition instructions from the Department for any equipment, as defined in 2 CFR 200.313, purchased using funds provided under this Agreement, including information technology systems.

Exhibit C-1 Rate Schedule

BILL ITEM ID	ACTIVITY TYPE	CDM	CDM - Description	CPT	1st Year Fee	2nd Year Fee	3rd Year Fee	4th Year Fee	5th Year Fee	6th Year Fee
1169926	Radiology	1169926	XR Abdomen KUB 1 View	74018	$ 125.00	$ 128.75	$ 132.61	$ 136.59	$ 140.69	$ 144.91
7816293	Radiology	7816293	XR Abdomen KUB 2 Views	74019	$ 125.00	$ 128.75	$ 132.61	$ 136.59	$ 140.69	$ 144.91
7816296	Radiology	7816296	XR Abdomen KUB 3 or More Views	74021	$ 125.00	$ 128.75	$ 132.61	$ 136.59	$ 140.69	$ 144.91
1169922	Radiology	1169922	XR AC Joints Bilateral	73050	$ 125.00	$ 128.75	$ 132.61	$ 136.59	$ 140.69	$ 144.91
1169942	Radiology	1169942	XR Ankle Complete 3+ Views Left	73610	$ 125.00	$ 128.75	$ 132.61	$ 136.59	$ 140.69	$ 144.91
1169944	Radiology	1169944	XR Ankle Complete 3+ Views Right	73610	$ 125.00	$ 128.75	$ 132.61	$ 136.59	$ 140.69	$ 144.91
1170032	Radiology	1170032	XR Calcaneous Left	73650	$ 125.00	$ 128.75	$ 132.61	$ 136.59	$ 140.69	$ 144.91
1170034	Radiology	1170034	XR Calcaneous Right	73650	$ 125.00	$ 128.75	$ 132.61	$ 136.59	$ 140.69	$ 144.91
7522408	Radiology	7522408	XR Chest 1 View	71045	$ 125.00	$ 128.75	$ 132.61	$ 136.59	$ 140.69	$ 144.91
1170044	Radiology	1170044	XR Chest 2 Views w/ Obliques	71048	$ 125.00	$ 128.75	$ 132.61	$ 136.59	$ 140.69	$ 144.91
7522409	Radiology	7522409	XR Chest Decubitus Bilateral	71046	$ 125.00	$ 128.75	$ 132.61	$ 136.59	$ 140.69	$ 144.91
7523194	Radiology	7523194	XR Chest Decubitus Left	71045	$ 125.00	$ 128.75	$ 132.61	$ 136.59	$ 140.69	$ 144.91
7523197	Radiology	7523197	XR Chest Decubitus Right	71045	$ 125.00	$ 128.75	$ 132.61	$ 136.59	$ 140.69	$ 144.91
1170075	Radiology	1170075	XR Clavicle Left	73000	$ 125.00	$ 128.75	$ 132.61	$ 136.59	$ 140.69	$ 144.91
1170077	Radiology	1170077	XR Clavicle Right	73000	$ 125.00	$ 128.75	$ 132.61	$ 136.59	$ 140.69	$ 144.91
1170127	Radiology	1170127	XR Elbow Complete 3+ Views Left	73080	$ 125.00	$ 128.75	$ 132.61	$ 136.59	$ 140.69	$ 144.91
1170129	Radiology	1170129	XR Elbow Complete 3+ Views Right	73080	$ 125.00	$ 128.75	$ 132.61	$ 136.59	$ 140.69	$ 144.91
1170141	Radiology	1170141	XR Facial Bones 3+ Views	70150	$ 125.00	$ 128.75	$ 132.61	$ 136.59	$ 140.69	$ 144.91
7523416	Radiology	7523416	XR Femur 2 Views Left	73552	$ 125.00	$ 128.75	$ 132.61	$ 136.59	$ 140.69	$ 144.91
7523419	Radiology	7523419	XR Femur 2 Views Right	73552	$ 125.00	$ 128.75	$ 132.61	$ 136.59	$ 140.69	$ 144.91
1170151	Radiology	1170151	XR Finger(s) 2+ Views Left	73140	$ 125.00	$ 128.75	$ 132.61	$ 136.59	$ 140.69	$ 144.91
1170153	Radiology	1170153	XR Finger(s) 2+ Views Right	73140	$ 125.00	$ 128.75	$ 132.61	$ 136.59	$ 140.69	$ 144.91
1170191	Radiology	1170191	XR Foot Complete 3+ Views Left	73630	$ 125.00	$ 128.75	$ 132.61	$ 136.59	$ 140.69	$ 144.91
1170193	Radiology	1170193	XR Foot Complete 3+ Views Right	73630	$ 125.00	$ 128.75	$ 132.61	$ 136.59	$ 140.69	$ 144.91
1170197	Radiology	1170197	XR Forearm 2 Views Left	73090	$ 125.00	$ 128.75	$ 132.61	$ 136.59	$ 140.69	$ 144.91
1170199	Radiology	1170199	XR Forearm 2 Views Right	73090	$ 125.00	$ 128.75	$ 132.61	$ 136.59	$ 140.69	$ 144.91
1170221	Radiology	1170221	XR Hand Complete 3+ Views Left	73130	$ 125.00	$ 128.75	$ 132.61	$ 136.59	$ 140.69	$ 144.91
1170223	Radiology	1170223	XR Hand Complete 3+ Views Right	73130	$ 125.00	$ 128.75	$ 132.61	$ 136.59	$ 140.69	$ 144.91
1170233	Radiology	1170233	XR Hip 2-3 Views Left	73502	$ 125.00	$ 128.75	$ 132.61	$ 136.59	$ 140.69	$ 144.91
1170235	Radiology	1170235	XR Hip 2-3 Views Right	73502	$ 125.00	$ 128.75	$ 132.61	$ 136.59	$ 140.69	$ 144.91
1170245	Radiology	1170245	XR Humerus Left	73060	$ 125.00	$ 128.75	$ 132.61	$ 136.59	$ 140.69	$ 144.91
1170247	Radiology	1170247	XR Humerus Right	73060	$ 125.00	$ 128.75	$ 132.61	$ 136.59	$ 140.69	$ 144.91
1170263	Radiology	1170263	XR Knee 1 or 2 Views Left	73560	$ 125.00	$ 128.75	$ 132.61	$ 136.59	$ 140.69	$ 144.91
1170265	Radiology	1170265	XR Knee 1 or 2 Views Right	73560	$ 125.00	$ 128.75	$ 132.61	$ 136.59	$ 140.69	$ 144.91
1170269	Radiology	1170269	XR Knee 3 Views Left	73562	$ 125.00	$ 128.75	$ 132.61	$ 136.59	$ 140.69	$ 144.91
1170271	Radiology	1170271	XR Knee 3 Views Right	73562	$ 125.00	$ 128.75	$ 132.61	$ 136.59	$ 140.69	$ 144.91
1170287	Radiology	1170287	XR Knee Complete 4+ Views Left	73564	$ 125.00	$ 128.75	$ 132.61	$ 136.59	$ 140.69	$ 144.91
1170289	Radiology	1170289	XR Knee Complete 4+ Views Right	73564	$ 125.00	$ 128.75	$ 132.61	$ 136.59	$ 140.69	$ 144.91

Exhibit C-1 Rate Schedule

BILL ITEM ID	ACTIVITY TYPE	CDM	CDM - Description	CPT	1st Year Fee	2nd Year Fee	3rd Year Fee	4th Year Fee	5th Year Fee	6th Year Fee
1170301	Radiology	1170301	XR Mandible Complete 4+ Views	70110	$ 125.00	$ 128.75	$ 132.61	$ 136.59	$ 140.69	$ 144.91
1170329	Radiology	1170329	XR Nasal Bones 3+ Views	70160	$ 125.00	$ 128.75	$ 132.61	$ 136.59	$ 140.69	$ 144.91
1170331	Radiology	1170331	XR Neck Soft Tissue	70360	$ 125.00	$ 128.75	$ 132.61	$ 136.59	$ 140.69	$ 144.91
1170339	Radiology	1170339	XR Orbits > 4 Views	70200	$ 125.00	$ 128.75	$ 132.61	$ 136.59	$ 140.69	$ 144.91
7523295	Radiology	7523295	XR Patella Left	73560	$ 125.00	$ 128.75	$ 132.61	$ 136.59	$ 140.69	$ 144.91
7523298	Radiology	7523298	XR Patella Right	73560	$ 125.00	$ 128.75	$ 132.61	$ 136.59	$ 140.69	$ 144.91
1170351	Radiology	1170351	XR Pelvis 1 or 2 Views	72170	$ 125.00	$ 128.75	$ 132.61	$ 136.59	$ 140.69	$ 144.91
7523301	Radiology	7523301	XR Pelvis w 1 View Hip Left	73501	$ 125.00	$ 128.75	$ 132.61	$ 136.59	$ 140.69	$ 144.91
7523304	Radiology	7523304	XR Pelvis w 1 View Hip Right	73501	$ 125.00	$ 128.75	$ 132.61	$ 136.59	$ 140.69	$ 144.91
1170379	Radiology	1170379	XR Ribs Left w/ PA Chest	71101	$ 125.00	$ 128.75	$ 132.61	$ 136.59	$ 140.69	$ 144.91
1170381	Radiology	1170381	XR Ribs Right w/ PA Chest	71101	$ 125.00	$ 128.75	$ 132.61	$ 136.59	$ 140.69	$ 144.91
1170377	Radiology	1170377	XR Ribs w/ PA Chest Bilateral	71111	$ 125.00	$ 128.75	$ 132.61	$ 136.59	$ 140.69	$ 144.91
1170387	Radiology	1170387	XR Sacroiliac Joints 3+ Views	72202	$ 125.00	$ 128.75	$ 132.61	$ 136.59	$ 140.69	$ 144.91
1170391	Radiology	1170391	XR Sacrum/Coccyx 2+ Views	72220	$ 125.00	$ 128.75	$ 132.61	$ 136.59	$ 140.69	$ 144.91
1170401	Radiology	1170401	XR Scapula Left	73010	$ 125.00	$ 128.75	$ 132.61	$ 136.59	$ 140.69	$ 144.91
1170403	Radiology	1170403	XR Scapula Right	73010	$ 125.00	$ 128.75	$ 132.61	$ 136.59	$ 140.69	$ 144.91
1170409	Radiology	1170409	XR Shoulder 1 View Left	73020	$ 125.00	$ 128.75	$ 132.61	$ 136.59	$ 140.69	$ 144.91
1170411	Radiology	1170411	XR Shoulder 1 View Right	73020	$ 125.00	$ 128.75	$ 132.61	$ 136.59	$ 140.69	$ 144.91
1170434	Radiology	1170434	XR Sinuses 3+ Views	70220	$ 125.00	$ 128.75	$ 132.61	$ 136.59	$ 140.69	$ 144.91
1170436	Radiology	1170436	XR Skull 1-3 Views	70250	$ 125.00	$ 128.75	$ 132.61	$ 136.59	$ 140.69	$ 144.91
1170438	Radiology	1170438	XR Skull 4+ Views	70260	$ 125.00	$ 128.75	$ 132.61	$ 136.59	$ 140.69	$ 144.91
1170446	Radiology	1170446	XR Spine Cervical 1 View	72020	$ 125.00	$ 128.75	$ 132.61	$ 136.59	$ 140.69	$ 144.91
1170452	Radiology	1170452	XR Spine Cervical 2 or 3 Views	72040	$ 125.00	$ 128.75	$ 132.61	$ 136.59	$ 140.69	$ 144.91
1170454	Radiology	1170454	XR Spine Cervical 4 or 5 Views	72050	$ 125.00	$ 128.75	$ 132.61	$ 136.59	$ 140.69	$ 144.91
1170461	Radiology	1170461	XR Spine Cervical 6+ Views	72052	$ 125.00	$ 128.75	$ 132.61	$ 136.59	$ 140.69	$ 144.91
1170448	Radiology	1170448	XR Spine Lumbarsacral 1 View	72020	$ 125.00	$ 128.75	$ 132.61	$ 136.59	$ 140.69	$ 144.91
1170470	Radiology	1170470	XR Spine Lumbosacral 2-3 Views	72100	$ 125.00	$ 128.75	$ 132.61	$ 136.59	$ 140.69	$ 144.91
1170476	Radiology	1170476	XR Spine Lumbosacral 4-5 Views	72110	$ 125.00	$ 128.75	$ 132.61	$ 136.59	$ 140.69	$ 144.91
1170450	Radiology	1170450	XR Spine Thoracic 1 View	72020	$ 125.00	$ 128.75	$ 132.61	$ 136.59	$ 140.69	$ 144.91
1170484	Radiology	1170484	XR Spine Thoracic 2 Views	72070	$ 125.00	$ 128.75	$ 132.61	$ 136.59	$ 140.69	$ 144.91
1170486	Radiology	1170486	XR Spine Thoracic 3 Views	72072	$ 125.00	$ 128.75	$ 132.61	$ 136.59	$ 140.69	$ 144.91
1170496	Radiology	1170496	XR Sternum 2+ Views	71120	$ 125.00	$ 128.75	$ 132.61	$ 136.59	$ 140.69	$ 144.91
1170516	Radiology	1170516	XR Tibia/Fibula Left	73590	$ 125.00	$ 128.75	$ 132.61	$ 136.59	$ 140.69	$ 144.91
1170518	Radiology	1170518	XR Tibia/Fibula Right	73590	$ 125.00	$ 128.75	$ 132.61	$ 136.59	$ 140.69	$ 144.91
1170502	Radiology	1170502	XR TMJ Open and Closed Bilateral	70330	$ 125.00	$ 128.75	$ 132.61	$ 136.59	$ 140.69	$ 144.91
1170520	Radiology	1170520	XR Toe(s) 2+ Views Left	73660	$ 125.00	$ 128.75	$ 132.61	$ 136.59	$ 140.69	$ 144.91
1170522	Radiology	1170522	XR Toe(s) 2+ Views Right	73660	$ 125.00	$ 128.75	$ 132.61	$ 136.59	$ 140.69	$ 144.91
1170612	Radiology	1170612	XR Wrist Complete 3+ Views Left	73110	$ 125.00	$ 128.75	$ 132.61	$ 136.59	$ 140.69	$ 144.91
1170614	Radiology	1170614	XR Wrist Complete 3+ Views Right	73110	$ 125.00	$ 128.75	$ 132.61	$ 136.59	$ 140.69	$ 144.91

New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware,

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firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

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

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

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

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use,

disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.
3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.

8. Open Wireless Networks. End User may not transmit Confidential Data via an open wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.
9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a HIPAA/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral,

antihacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its subcontractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior

express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

b. safeguard this information at all times.

c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov B.

DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov