ARC

New Hampshire Veterans Home

139 Winter Street
Tilton, NH 03276-5415
www.nh.gov/veterans

Kimberly M. MacKay
Commandant

Telephone: (603) 527-4400
Fax: (603) 286-4242

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October 8, 2025

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

REQUESTED ACTION

Authorize the New Hampshire Veterans Home (NHVH) to enter into a contract with Symphony Diagnostic Services No 1 LLC d/b/a TridentCare (VC#200975), Sparks, MD in the amount of $161,741.75 to provide Mobile Radiology Services for Veterans at NHVH, with the option to renew for up to four (4) additional years, effective upon Governor and Council approval, through June 30, 2030. 40% Federal Funds. 32% Other Funds. 28% General Funds.

Funds are available in State Fiscal Years 2026 & 2027 and are anticipated to be available in State Fiscal Year 2028 through State Fiscal Year 2030, upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and encumbrances between State Fiscal Years through the Budget Office if needed and justified.

05-043-043-430010-5359 HEALTH AND SOCIAL SERVICES, NH VETERANS HOME, VETS HOME PROFESSIONAL CARE

State Fiscal Year	Class/Account	Class Title	Amount
2026	101-500729	Medical Payments to Providers	$30,795.00
2027	101-500729	Medical Payments to Providers	$31,548.75
2028	101-500729	Medical Payments to Providers	$32,324.75
2029	101-500729	Medical Payments to Providers	$33,124.75
2030	101-500729	Medical Payments to Providers	$33,948.50
		Total:	**$161,741.75**

EXPLANATION

The purpose of this request is to provide mobile radiology services to veteran residents upon referral by the resident's physician. Failure to provide mobile radiology services would necessitate transporting residents to a medical facility adding logistical challenges for both staff and Veterans. A longer-term contract would ensure continuity of care and ensure stability in vital services that directly impact Veterans' quality of life.

The NHVH selected the Contractor through a competitive Request for Bids (RFB) that was posted on the Department of Administrative Services Statewide Bids and Proposals website from August 19, 2025, through September 23, 2025, which resulted in only one (1) bid that was reviewed and accepted by NHVH Senior Leadership.

The New Hampshire Veterans Home 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.

Respectfully Submitted,

Kimberly M MacKay

Kimberly M. MacKay
Commandant

Project ID #	**RFB-NHVH-2026-1**
Project Title	**Mobile Radiology services**

Symphony Diagnostic services No 1 LLC d/b/a TridentCare

[tasks scoring]	Maximum Points Available [add points to each task scoring]	Scorer 1	Scorer 2	Scorer 3	Average
Technical					
services provided	150	150	150	150	450
Hours of operation	150	100	100	100	300
Response time from receiving request to performing service	150	100	100	90	290
timeliness of results	150	130	150	125	405
electronic health record integration	100	100	100	100	300
Subtotal - Technical	700	580	600	565	582
Cost					
Vendor Cost	300	200	250	250	700
Subtotal - Cost	300	200	250	250	233
TOTAL POINTS	1,000	780	850	815	815

TOTAL PROPOSED VENDOR COST (5yrs)	$161,741.75			

Scorers:
Holly O'Connell, Director of Resident Care Services
Courtney Hayes, Asst Director of Nursing
Melanie Barker, Business Administraor IV

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 Veterans Home		1.2 State Agency Address 139 Winter Street Tilton NH 03276	
1.3 Contractor Name Symphony Diagnostic Services No. 1 LLC d/b/a TridentCare		1.4 Contractor Address 930 Ridgebrook Road Sparks, MD 21152-9481	
1.5 Contractor Phone Number 603 527-4400	1.6 Account Unit and Class 010-043-5359-0101	1.7 Completion Date 6/30/2030	1.8 Price Limitation $161,741.75
1.9 Contracting Officer for State Agency Kimberly M. MacKay, Commandant		1.10 State Agency Telephone Number 603 527-4400	
1.11 Contractor Signature John Knowles Date: 10.8.2025		1.12 Name and Title of Contractor Signatory John Knowles, Vice President Sales	
1.13 State Agency Signature Kimberly M MacKay Date: 10/8/2025		1.14 Name and Title of State Agency Signatory Kimberly M. MacKay, Commandant	
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)* Louise D. Wich AAG On:10/09/25			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials JK
Date 10.8.2025

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.

Contractor Initials JK
Date 10.8.2025

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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 JK
Date 10.8.2025

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 JK
Date 10.8.2025

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New Hampshire Veterans Home

Exhibit A

REVISIONS TO STANDARD CONTRACT 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 four (4) additional 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.

In addition to Exhibits A, B, and C, the following Exhibits are incorporated herein by reference:

Exhibit A-1	NH Veterans Home – Conviction Disclosure
Exhibit A-2	NH Veterans Home – OIG Exclusion List Screening Disclosure
Exhibit D	Certification Regarding Debarment, Suspension and Other Responsibly Matters
Exhibit E	Business Associates Agreement

Contractor Initials JK

Date 10.8.2025

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New Hampshire Veterans Home
Exhibit A-1

NH Veterans Home - Conviction Disclosure
Annual Attestation Form

John Knowles, Vice President Sales
Name

Symphony Diagnostic Services
Contracted Agency

Have you ever been convicted of a crime (felony or misdemeanor) that has not been officially annulled by a court since your last conviction disclosure statement?

☒ **No.**

☐ **Yes** (***please answer the following question below***):

If yes, please give the date, location and nature of the felony or misdemeanor conviction:

_____

_____

_____

_____

I certify that the information provided in this conviction disclosure statement is complete, accurate and up to date on the date specified below. I certify that there are no willful misrepresentations of the above statement and the answer to the question herein, and that I have made no omissions of material fact with respect to any of my answers to the questions presented. I understand that should I be convicted of a crime (felony or misdemeanor) after my signature dated below but prior to my next evaluation meeting, I must inform my supervisor immediately or face disciplinary action.

My signature below certifies that I have read and agreed to the above statement.

John Knowles
Contractor Signature

10.8.2025
Date

Contractor Initials JK

Date 10.8.2025

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New Hampshire Veterans Home
Exhibit A-2

NH Veterans Home – OIG Exclusion List Screening Disclosure Statement
Annual Attestation Form

John Knowles
Name

Symphony Diagnostic Services
Contracted Agency

1. **Have you (business or individual) ever been excluded from participating in United States Government federally funded, including VA funded, programs or services?**

☒ **No** (***please submit a screen shot of the results of entering your name, business or individual, at this link:*** **https://exclusions.oig.hhs.gov/**.

☐ **Yes** (***please answer the following question below***):

If yes, please give the date, location, and nature of the exclusion:

_____

_____

_____

_____

2. **Are you (business or individual) currently excluded from participating in United States Government federally funded, including VA funded, programs or services?**

☒ **No** (***please submit a screen shot of the results of entering your name, business or individual, at this link:*** **https://exclusions.oig.hhs.gov/**.

☐ **Yes** (***please do not provided services to NHVH and call your NHVH contact immediately***):

I certify that the information provided in this OIG Exclusion Check Disclosure Statement is complete, accurate and up to date on the date specified below. I certify that there are no willful misrepresentations of the above statement and the answer to the questions herein, and that I have made no omissions of material fact with respect to any of my answers to the questions presented. I understand that should I become excluded from participating in United States Government federally funded, including VA funded, programs or services, with my name listed on the OIG Exclusion list, after my signature dated below but prior to my next evaluation meeting, I must inform my supervisor immediately or face disciplinary action.

My signature below certifies that I have read and agreed to the above statement.

John Knowles
Contractor Signature

10.8.2025
Date

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New Hampshire Veterans Home

Exhibit B

Scope of Services

1. The Contractor shall provide mobile radiology and diagnostic services upon referral by the resident's physician, including but not limited to:
    a. Digital X Ray
    b. Ultrasound
    c. Transmission of images to radiologist for interpretation
    d. Integration with existing Electronic Health Record system (Point Click Care) or the ability to transmit results to the facility within 24 hours
    e. On-site radiologic technologist and support staff
2. The contractor shall provide services on a mutually agreed upon schedule, at a minimum of five days per week.
3. The contractor shall meet with NHVH staff as necessary to discuss the quality and appropriateness of services and mutually resolve identified problems.
4. The contractor shall sign in and out upon entering as well as wear a contractor/vendor ID badge.
5. The contractor and its professional and technical staff shall comply with all state and federal licensing requirements and other laws and regulations governing their profession. Upon request, The Contractor shall provide evidence that its professional and technical staff are registered to practice.
6. The contractor shall provide services in compliance with the facility's applicable policies and procedures.
    a. Contractor employees that will physically enter the facility shall review and initial NHVH policies deemed necessary by state/federal regulation or the NHVH annually.
    b. Contractor employees that will physically enter the facility shall have documentation of a criminal background check, which demonstrates no criminal offences.
    c. Contractor employees that will physically enter the facility shall have documentation of Office of Inspector General (OIG) Exclusion List check upon first entry and then every month thereafter, which demonstrates the individual is not listed on the OIG Exclusion List.
    d. Contractor employees that will physically enter the facility shall be credentialed annually, to include but not limited to a. through c. above.
7. The contractor shall assure that its professional and any other of its employees who provide services to the facility maintain confidential information and any proprietary

Contractor Initials JK

Date 10.8.2025

Exhibit B

information of the facility. This information shall not be disclosed to any third party unless specifically authorized by the facility.

8. The Contractor shall conduct their work so as to interfere as little as possible with State business, determine the State's normal working conditions and activities in progress and shall conduct the work in the least disruptive manner.
9. The contractor shall supply such equipment and supplies as are normally required for the provision of radiology and diagnostic services and shall be responsible for maintaining said equipment in proper working order.
10. The contractor shall bill the residents' insurance for radiology and diagnostic services provided to the facility for residents that are basic rate. The contractor shall bill NHVH for radiology and diagnostic services provided for residents that are prevailing rate.
11. The contractor shall direct and monitor all aspects of its radiology and diagnostic services provided to the facility and shall identify any deficiencies and shall report immediately to the facility's responsible party and deficiencies.
12. The Contractor shall at his own expense, wherever necessary or required, furnish safety devices and take such other precautions as may be necessary to protect life and property.
13. Unsatisfactory response to any or all of the listed services or requirements will be a basis for immediate termination of the contract.
14. The NHVH reserves the right to terminate this contract at any given time with a 30-day written notice.
15. The term of the contract shall be effective upon Governor and Executive Council approval from Date of G&C approval through June 30, 2030. At the completion, this contract may be extended for a period of four (4) years upon written request of the Contractor and approval by the NHVH with further approval of the Governor and Executive Council.

Contractor Initials JK

Date 10.8.2025

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New Hampshire Veterans Home

Exhibit C

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37 General Provisions, Price Limitation, Block 1.8, for the services provided by the Contractor pursuant to Exhibit A,

New Hampshire Veterans Home

Exhibit C

Scope of Services.

Section 1 – Ray/EKG	Approximate Times per year			
October 16, 2025 – June 30, 2026, **Total Per Exam: $125.00**	150			**$18,750.00**
July 1, 2026 through June 30, 2027, **Total Per Exam: $ 128.75**	150			**$19,312.50**
July 1, 2027 through June 30, 2028, **Total Per Exam: $ 132.61**	150			**$19,891.50**
July 1, 2028 through June 30, 2029, **Total Per Exam: $ 136.59**	150			**$20,488.50**
July 1, 2029 through June 30, 2030, **Total Per Exam: $ 140.69**	150			**$21,103.50**
Section 2 - General Ultrasound, Venous, Echo				
October 16, 2025 – June 30, 2026, **Total Per Exam: $255.00**	25			**$ 6,375.00**
July 1, 2026 through June 30, 2027, **Total Per Exam: $ 262.65**	25			**$ 6,566.25**
July 1, 2027 through June 30, 2028, **Total Per Exam: $ 270.53**	25			**$ 6,763.25**
July 1, 2028 through June 30, 2029, **Total Per Exam: $ 278.65**	25			**$ 6,966.25**
July 1, 2029 through June 30, 2030, **Total Per Exam: $ 287.00**	25			**$ 7,175.00**
Subtotal Exams				

Section 3 – Ancillary Fees		
Stat/After Hours/Weekends	$ 35.00	
Bedside Cancellation	$ 50.00	
CD	$ 25.00	
Point Click Care Charge Per Month	$ 35.00	

October 16, 2025 – June 30, 2026,	**Ancillary Costs:**		$ 3,170.00
July 1, 2026 through June 30, 2027,	**Ancillary Costs:**		$ 3,170.00
July 1, 2027 through June 30, 2028,	**Ancillary Costs:**		$ 3,170.00
July 1, 2028 through June 30, 2029,	**Ancillary Costs:**		$ 3,170.00
July 1, 2029 through June 30, 2030,	**Ancillary Costs:**		$ 3,170.00

Section 4 Transportation		
October 16, 2025 – June 30, 2026, based on 25 visits	$2,500.00	
July 1, 2026 through June 30, 2027, based on 25 visits	$2,500.00	
July 1, 2027 through June 30, 2028, based on 25 visits	$2,500.00	
July 1, 2028 through June 30, 2029, based on 25 visits	$2,500.00	
July 1, 2029 through June 30, 2030, based on 25 visits	$2,500.00	

2. The Contractor agrees to provide the services in Exhibit B, Scope of Services in compliance with funding requirements.

Contractor Initials JK

Date 10.8.2025

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Exhibit C

3. The NHVH will devise a mechanism to notify the Contractor if the individual is a prevailing, basis, or no rate individual.

4. The Veteran residents, at New Hampshire Veterans Home, fall into one of three eligibility categories that determine the Contractors billing for services rendered:

   4.1. Veteran residents, with 0% up to 69% Service-Connected (SC) disability, for whom the Department of Veterans Affairs pays the New Hampshire Veterans Home a **basic per diem rate**:
   - 4.1.1. The Contractor shall first bill the resident's insurance for services rendered.
   - 4.1.2. If there is a balance remaining, after insurance reimburses the Contractor, the Contractor will bill the resident.

   4.2. Veteran residents, with 70% up to 100% SC disability, for whom the Department of Veterans Affairs pays the New Hampshire Veterans Home a **prevailing per diem rate**:
   - 4.2.1. The Contractor shall bill the New Hampshire Veterans Home for all services rendered.
   - 4.2.2. The Contractor **cannot** bill the resident's insurance for services rendered.

   4.3. Veteran resident for whom the New Hampshire Veterans Home receives **no per diem rate**:
   - 4.3.1. The Contractor shall first bill the resident's insurance for services rendered.
   - 4.3.2. If there is a balance remaining, after insurance reimburses the Contractor, the Contractor will bill the resident.

5. The Contractor will be solely responsible for billing third party payers for services rendered by the Contractor, except for 70% SC Veterans or prevailing rate Veterans, as listed in 4.2 above. The New Hampshire Veterans Home shall reimburse the Contractor for services rendered to SC Veterans not to exceed the Medicare Fee Schedule, of the year in which the service is provided, for the procedure code of the service provided.

6. The Contractor will submit an invoice to NHVH no later than 30 days after the service is rendered, per Exhibit B, to the following:

   6.1. Email: Accounts.Payable@nhvh.nh.gov
   6.2. Mail: NH Veterans Home
   139 Winter Street
   Tilton, NH 03276
   ATTN: Business Office

7. NHVH has up to 30 days to pay the Contractor, per invoice submission.

8. The Contractor is responsible for paying their own license, taxes, and insurance costs.

Exhibit C

9. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.

10. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

New Hampshire Veterans Home

Exhibit D

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Veterans Home (NHVH) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when NHVH determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, NHVH may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the NHVH agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHVH.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions," provided by NHVH, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Office of Inspector General Exclusion Database: https://exclusions.oig.hhs.gov/

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, NHVH may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
    - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
    - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS.

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will

include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Vendor Name:

10.8.2025
Date

Symphony Diagnostic Services No 1 LLC d/b/a TridentCare

Name: John Knowles
Title: Vice President Sales

TridentCare℠

October 8, 2025

TridentCare recently received your request for us to read, sign and return your Business Associate Agreement (BAA). A BAA is generally required for certain functions, activities and services performed on behalf of a covered entity in accordance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) privacy regulations at 45 CFR 164.504(e). We believe that you are basing your request on the contractual relationship for TridentCare to provide x-ray and EKG services to individuals and residents of your organization.

We appreciate your request, however, TridentCare has chosen not to sign the requested BAA for the reasons detailed in this letter.

The HIPAA privacy regulations state that the business associate contract, BAA, or satisfactory assurances, standard does not apply, "with respect to disclosures by a covered entity to a health care provider concerning the treatment of the individual." 45 CFR 164.502 (e) (1) (ii) (A). We therefore believe that your disclosure of protected health information to TridentCare does not require a BAA.

TridentCare provides portable diagnostic services to variety of health care organizations. Our provision of health services to individuals and the billing activities associated with those services identifies us as a "health care provider" under HIPAA. 45 CFR 160.103. Further, our transmission of certain health care information in electronic form in connection with HIPAA defined transactions identifies us as a "covered entity" under HIPAA. 45 CFR 160.103. Consequently, as a health care provider and covered entity, TridentCare is independently required to comply with the HIPAA standards.

Additionally, TridentCare provides health services in the form of "treatment" to individuals. 45 CFR 160.103. TridentCare performs these health services directly to individuals. TridentCare does not perform any of the aforementioned health services on behalf of our customer organizations, but in response to a physician's or nonphysician practitioner's order for services to the individual, as required by law. Therefore, since TridentCare does not perform health care services, or treatment of individuals, on behalf of our covered entity customers, TridentCare is not a "business associate" of our customer organizations. 45 CFR 160.103.

For these reasons, we do not believe that a BAA is required. Should TridentCare cease to meet the definition of a health care provider, and should we begin to provide non-treatment related services to individuals on your behalf, we will promptly notify you to revisit this decision. If you have questions or concerns, please contact the Compliance and Privacy office at 443-662-4101.

Thank you.

Jessica McDwyer
Medical Records & Privacy Analyst

TridentCare™ ★ 930 Ridgebrook Road ★ Sparks, MD 21152 ★ (800) 786-8015