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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
GLENCLIFF HOME

Lori A. Weaver
Interim Commissioner

393 HIGH STREET, PO BOX 76, GLENCLIFF, NH 03238
603-989-3111 Fax: 603-989-3040
TDD Access: 1-800-735-2964 www.dhhs.nh.gov

L. Todd Bickford
Administrator

March 27, 2023

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Glenclyff Home, to amend an existing contract with ATC Group Services LLC (VC#175681), Manchester, NH, for wastewater testing services, by exercising a contract renewal option by increasing the price limitation by \$17,738 from \$17,738 to \$35,476 and extending the completion date from June 30, 2023 to June 30, 2025, effective July 1, 2023 or upon Governor and Council approval, whichever is later. 100% General Funds.

The original contract was approved by Governor and Council on June 2, 2021, item #9.

Funds are available in the following account for State Fiscal Year 2023, and are anticipated to be available in State Fiscal Years 2024 and 2025, 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.

05-95-91-910010-78920000 HEAL TH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: DIVISION OF BEHAVIORIAL HEAL TH, GLENCLIFF HOME MAINTENANCE

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2022	020-500239	Current Expenses	91000000	\$8,869	\$0	\$8,869
2023	020-500239	Current Expenses	91000000	\$8,869	\$0	\$8,869
2024	020-500239	Current Expenses	91000000	\$0	\$8,869	\$8,869
2025	020-500239	Current Expenses	91000000	\$0	\$8,869	\$8,869
			Total	\$17,738	\$17,738	\$35,476

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 2 of 2

EXPLANATION

The purpose of this request is to continue the provision of wastewater testing services for the Glenclyff Home in accordance with New Hampshire Administrative Rule Env-Wq 402 (Rule), and to meet the testing required by the Department of Environmental Services Groundwater Discharge Permit Renewal (DES#199105010).

The Contractor will continue to collect wastewater samples during normal business hours at Glenclyff Home, and perform testing, including any necessary retesting, in accordance with standards established by the United States Department of Environmental Services and the New Hampshire Department of Environmental Services Groundwater Discharge Permit.

New Hampshire Administrative Rule Env-Wq 402 requires a wastewater discharge permit for the disposal of waste material into "waters of the State," including rivers, lakes, streams, and all underground waters and aquifers. Services provided by the Contractor will ensure Glenclyff Home's continued compliance with regulations and reporting requirements outlined in the Department of Environmental Services Groundwater Discharge Permit, and in New Hampshire Administrative Rule Env-Wq 402.

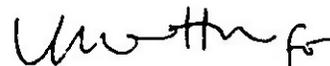
The Department will monitor Contractor performance by observing the Contractor's activities while performing contract requirements onsite, and reviewing reports for each sample tested. The Contractor will provide a comprehensive report from the testing laboratory for each wastewater sample tested.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions, Section 1, Revisions to Form P-37, General Provisions, Subsection 1.1 of the original agreement, the parties have the option to extend the agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for two (2) of the four (4) years available.

Should the Governor and Council not authorize this request, the Department may be unable to comply with New Hampshire Administrative Rule Env-Wq 402 and testing standards of the New Hampshire Department of Environmental Services requiring wastewater testing at Glenclyff Home.

Area served: Glenclyff Home

Respectfully submitted,



Lori Weaver
Interim Commissioner

**State of New Hampshire
Department of Health and Human Services
Amendment #1**

This Amendment to the Wastewater Testing Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and ATC Group Services LLC ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 2, 2021 (Item #9), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17 and Exhibit A, Revisions to Standard Agreement Provisions, Section 1, Subsection 1.1., the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

Remainder of Page 1 intentionally left blank

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2025
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$35,476
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Robert W. Moore, Director.
4. Modify Exhibit B, Scope of Services, Section 1, Statement of Work by adding Subsection 1.3.,
Chart 1.3, to read:
Chart 1.3.

Line #	Required Test	Nov 2023 # of Tests	May 2024 # of Tests	Nov 2024 # of Tests	May 2025 # of Tests
1	Metal Preparation	5	5	5	5
2	Arsenic	5	5	5	5
3	Boron	5	5	5	5
4	Chloride	7	7	7	7
5	E. Coli MPN	5	5	5	5
6	Nitrate	6	6	6	6
7	TKN	6	6	6	6
8	Total Phosphorus	8	8	8	8
9	Ammonia	2	2	2	2
10	BOD	1	1	1	1
11	VOC 8260B	0	5	0	0
12	VOC 8260B (SIM)	0	5	0	0
13	SWDA Metals	0	5	0	0
14	PFAs	5	0	0	0

5. Modify Exhibit C, Payment Terms, Section 3 by adding Chart 3.2., to read:

Chart 3.2.

Line #	Required Test	Nov 2023 # of Tests	May 2024 # of Tests	Nov 2024 # of Tests	May 2025 # of Tests	Cost Per Test
1	Metal Preparation	5	5	5	5	\$0.00
2	Arsenic	5	5	5	5	\$16.88
3	Boron	5	5	5	5	\$16.88
4	Chloride	7	7	7	7	\$15.00
5	E. Coli MPN	5	5	5	5	\$33.75
6	Nitrate	6	6	6	6	\$15.00
7	TKN	6	6	6	6	\$33.75
8	Total Phosphorus	8	8	8	8	\$26.25
9	Ammonia	2	2	2	2	\$18.75
10	BOD	1	1	1	1	\$37.50
11	VOC-8260B	0	5	0	0	\$124.00
12	VOC-8206B SIM (1,4-dioxane <0.25)	0	5	0	0	\$75.00
13	SWDA	0	5	0	0	\$112.50
14	PFAS	5	0	0	0	\$265.00
Line #	Cost Item	# Units	# Units	# Units	# Units	Cost Per Unit
15	Field Consumables	1	1	1	1	\$207.00
16	Field Services per Hour	15	15	15	15	\$80.00
17	Professional Geologist per Hour	1	1	1	1	\$145.00
18	Staff Geologist per Hour	0	0	0	0	\$0
19	Annual Report	1	1	1	1	\$540.00
20	Other (Mileage)	1	1	1	1	\$115.00

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2023, or upon Governor and Council approval, whichever is later.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

4/4/2023

Date

State of New Hampshire
Department of Health and Human Services

DocuSigned by:

Ellen Marie Lapointe

46904801F0E8428

Name: Ellen Marie Lapointe

Title: chief Executive officer

4/4/2023

Date

ATC Group Services LLC

DocuSigned by:

Steven Low

353501C83FA84DC

Name: Steven Low

Title: Branch Manager

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

4/5/2023

Date

DocuSigned by:
Robyn Guarino

748734844941480
Name: Robyn Guarino

Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that ATC GROUP SERVICES LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on March 24, 1998. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 290168

Certificate Number: 0006099352



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 30th day of January A.D. 2023.

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

David M. Scanlan
Secretary of State

Filing History

[Back to Home \(/online\)](#)

Business Name: ATC Group Services LLC
 Business ID: 290168

Filing #	Filing Date	Effective Date	Filing Type	Annual Report Year
0006099350	01/30/2023	01/30/2023	Annual Report	2023
0005936936	01/04/2023	01/04/2023	Annual Report Reminder	N/A
0005573571	01/10/2022	01/10/2022	Annual Report	2022
0005508368	01/08/2022	01/08/2022	Annual Report Reminder	N/A
0005230268	01/20/2021	01/20/2021	Annual Report	2021
0005131614	01/15/2021	01/15/2021	Annual Report Reminder	N/A
0004784037	01/22/2020	01/22/2020	Annual Report	2020
0004683361	01/06/2020	01/06/2020	Annual Report Reminder	N/A
0004390681	01/25/2019	01/25/2019	Annual Report	2019
0004335528	01/02/2019	01/02/2019	Annual Report Reminder	N/A
0004151479	07/17/2018	07/17/2018	Commercial Registered Agent Address Change	N/A
0004013256	02/12/2018	02/12/2018	Annual Report	2018
0003705378	12/29/2017	12/29/2017	Annual Report Reminder	N/A
0003574891	02/21/2017	02/21/2017	Annual Report	2017
0003389833	12/25/2016	12/25/2016	Annual Report Reminder	N/A
0003303004	05/12/2016	05/12/2016	Annual Report	2016
0003227050	01/28/2016	01/28/2016	Conversion	N/A
0003227049	01/28/2016	01/28/2016	Conversion Creation	N/A
0003108620	04/09/2015	04/09/2015	Annual Report	2015
0001001417	03/05/2014	03/05/2014	Annual Report	2014
0001001416	03/01/2013	03/01/2013	Annual Report	2013
0001001415	08/30/2012	08/30/2012	Agent Change/Resign	N/A
0001001414	03/21/2012	03/21/2012	Annual Report	2012
0001001413	03/11/2011	03/11/2011	Annual Report	2011
0001001412	03/04/2010	03/04/2010	Annual Report	2010
0001001411	02/20/2009	02/20/2009	Annual Report	2009
0001001410	02/12/2008	02/12/2008	Annual Report	2008
0001001409	02/26/2007	02/26/2007	Annual Report	2007
0001001408	03/17/2006	03/17/2006	Annual Report	2006
0001001407	03/16/2005	03/16/2005	Annual Report	2005
0001001406	01/26/2004	01/26/2004	Annual Report	2004
0001001405	01/23/2004	01/23/2004	Agent Change/Resign	N/A
0001001404	02/14/2003	02/14/2003	Annual Report	2003
0001001403	03/08/2002	03/08/2002	Annual Report	2002
0001001402	01/17/2001	01/17/2001	Annual Report	2001
0001001401	03/31/2000	03/31/2000	Annual Report	2000
0001001400	08/17/1999	08/17/1999	Annual Report	1999
0001001399	03/24/1998	03/24/1998	Business Formation	N/A

Page 1 of 1, records 1 to 38 of 38

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150 Zachary Road
Manchester, NH 03109
Telephone (603) 647-7077
Fax (603) 647-5347

I, Michael Gitten, of ATC Group Services LLC d/b/a Atlas Technical under RSA 304-C, do hereby certify that:

I am a Division Manager of Atlas Technical:

1. This Limited Liability Company may enter into any and all contracts, amendments, renewals, revisions or modifications thereto, with the State of New Hampshire, acting through its Department of Health and Human Services.

RESOLVED: That the Branch Manager, is hereby authorized on behalf of this company to enter into said contracts with the State, and to execute any and all documents, agreements, and other instruments, and any amendments, revisions, or modifications thereto, as he may deem necessary, desirable or appropriate, and Steven P. Low is the duly elected Branch Manager of the Limited Liability Company.

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

A handwritten signature in black ink that reads "Michael Gitten".

Name: Michael Gitten, LSP, PE
Title: Division Manager – Eastern New England
Company: ATC Group Services LLC d/b/a/ Atlas Technical

3/27/23

Date

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Towers Watson Insurance Services West, Inc.		NAMED INSURED ATC Group Services, LLC dba Atlas Technical Consultants, LLC c/o Atlas Technical Consultants, Inc. 13215 Bee Cave Parkway, Building B, Suite 230 Austin, TX 78738	
POLICY NUMBER See Page 1		NAIC CODE See Page 1	
CARRIER See Page 1		EFFECTIVE DATE: See Page 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

written contract between the named insured and the Certificate Holder that requires it, as permitted by law. The General Liability policy contains a special endorsement with "Primary and Noncontributory" wording.

The General Liability, Contractor's Pollution Liability and Professional Liability are part of a package policy. The Aggregate reflected for these coverages is a combined aggregate and not separate aggregates for each coverage.

The Business Auto policy includes blanket additional insured and Waiver of Subrogation endorsements that provide additional insured status to the certificate holder and Waiver of Subrogation only when there is a written contract between the named insured and the Certificate Holder that requires it, as permitted by law. The Business Auto policy contains a special endorsement with "Primary and Noncontributory" wording.

Additional Insured: The Excess Liability policy includes a blanket automatic additional insured endorsement [provision] that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

Primary and Noncontributory: The Excess Liability policy contains a special endorsement with "Primary and Noncontributory" wording.

Waiver of Subrogation: The Excess Liability policy includes a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it, as permitted by law.

The Workers Compensation policy includes a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it, as permitted by law.

INSURER AFFORDING COVERAGE: Steadfast Insurance Company **NAIC#:** 26387
POLICY NUMBER: GPL 0217085-07 **EFF DATE:** 11/13/2022 **EXP DATE:** 11/13/2023

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Contractor's Pollution Liability	Each Incident	\$2,000,000
Occurrence	Policy Aggregate	\$6,000,000



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
GLENCLIFF HOME

Lori A. Shibiante
 Commissioner

L. Todd Bickford
 Administrator

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May 13, 2021

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Glenclyff Home, to enter into a contract with ATC Group Services LLC (VC#17568) Manchester, NH in the amount of \$17,738 for wastewater testing services, with the option to renew for up to four (4) additional years, effective upon Governor and Council approval through June 30, 2023. 100% General Funds.

Funds are anticipated to be available in the following account in State Fiscal Years 2022 and 2023, 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.

05-95-91-78920000-500226-91000000-020-500239 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: DIVISION OF BEHAVIORIAL HEALTH, GLENCLIFF HOME MAINTENANCE

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2022	020-500239	Current Expenses	91000000	\$8,869
2023	020-500239	Current Expenses	91000000	\$8,869
			Total	\$17,738

EXPLANATION

The purpose of this request is to provide wastewater testing services for the Glenclyff Home in accordance with New Hampshire Administrative Rule Env-Wq 402, and to meet the testing required by the Department of Environmental Services Groundwater Discharge Permit Renewal (DES#199105010).

The Contractor will collect wastewater samples during normal business hours at Glenclyff Home, and perform testing, including any necessary retesting, in accordance with standards established by the United States Department of Environmental Services and the New Hampshire Department of Environmental Services Groundwater Discharge Permit. The Contractor will provide a comprehensive report from the testing laboratory for each wastewater sample tested.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 2 of 2

The Clean Water Act of 1972 established the basic structure for regulating discharges of pollutants into the waters of the United States, and included standards for testing wastewater. The United States Environmental Protection Agency implemented pollution control programs, to be administered by the states.

New Hampshire Administrative Rule Env-Wq 402 requires a wastewater discharge permit for the disposal of waste material into "waters of the State", including rivers, lakes, streams, and all underground waters and aquifers. Services provided by the Contractor will ensure Glenclyff Home is compliant with regulations and reporting requirements outlined in the Department of Environmental Services Groundwater Discharge Permit, and in New Hampshire Administrative Rule Env-Wq 402.

The Department will monitor Contractor performance by observing the Contractor's activities while performing contract requirements onsite, and reviewing reports for each sample tested.

The Department selected the Contractor through a competitive bid process using a Request for Bids (RFB) that was posted on the Department's website from 3/17/2021 through 4/20/2021. The Department received two (2) bids. The Bid Summary Sheet is attached.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions, Section 1, Revisions to Form P-37, General Provisions, Subsection 1.1 of the attached contract, the parties have the option to extend the agreement for up to four (4) 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 may be unable to comply with New Hampshire Administrative Rule Env-Wq 402 and testing standards of the New Hampshire Department of Environmental Services requiring biannual wastewater testing at Glenclyff Home.

Area served: Glenclyff Home.

Respectfully submitted,


Lori A. Shibinette
Commissioner



New Hampshire Department of Health and Human Services
Office of Business Operations
Contracts & Procurement Unit
Summary Scoring Sheet

Wastewater Testing Services

RFB Name

RFB-2022-Glencliff-02-WASTE

RFB Number

Bidder Name

1. ATC Group Services LLC
2. Hydro-Geochemical Solutions, LLC

Annualized Cost Bid
\$8,869.00
\$9,233.20

Subject: Wastewater Testing Services RFB-2022-GLENCLIFF-02-WASTE-01

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 ATC Group Services LLC		1.4 Contractor Address 50 Zachary Road Manchester, NH 03109	
1.5 Contractor Phone Number (603) 647-7077	1.6 Account Number 05-95-91-78920000- 500226-91000000-020- 500239	1.7 Completion Date June 30, 2023	1.8 Price Limitation \$17,738
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by: <i>Steven Low</i> Date: 5/11/2021		1.12 Name and Title of Contractor Signatory Steven Low Branch Manager	
1.13 State Agency Signature DocuSigned by: <i>Heather M. Moquin</i> Date: 5/12/2021		1.14 Name and Title of State Agency Signatory Heather M. Moquin Chief Executive Officer, New Hampshire Hospital	
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: <i>[Signature]</i> On: 5/13/2021			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, 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. 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 affected 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. 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, 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 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. The State shall have no liability to the Contractor other than the contract price.

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 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.

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. 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 race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. 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 all rules, regulations and orders, and 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 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

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

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

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) 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) 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. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all 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 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data 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 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, 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.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. 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.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. 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 sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph-14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. 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 his or her 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. **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.

17. **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.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. **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.

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

23. **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.

24. **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.

**New Hampshire Department of Health and Human Services
Wastewater Testing 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 adding subparagraph 3.3 as follows:
 - 3.3. 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.
 - 1.2. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:
 - 12.3. 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 how corrective action shall be managed if the subcontractor's performance is inadequate. 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 provided for under this Agreement and notify the State of any inadequate subcontractor performance.

**New Hampshire Department of Health and Human Services
Wastewater Testing Services**

EXHIBIT B

Scope of Services

1. Statement of Work

- 1.1. For the purposes of this agreement, all references to days shall mean business days.
- 1.2. For the purposes of this agreement, all references to business hours shall mean Monday through Friday from (8:00 AM to 3:30PM), excluding state and federal holidays.
- 1.3. The Contractor shall collect wastewater samples during normal business hours at Glenclyff Home, and perform all testing specified in Chart 1.2, below, for each sample collected, including any necessary retesting, in accordance with standards established by the United States Department of Environmental Services and the New Hampshire Department of Environmental Services Groundwater Discharge Permit.

CHART 1.2

Line #	Required Test	Nov 2021 # of Tests	May 2022 # of Tests	Nov 2022 # of Tests	May 2023 # of Tests
1	Metal Preparation	5	5	5	5
2	Arsenic	5	5	5	5
3	Boron	5	5	5	5
4	Chloride	7	7	7	7
5	E. Coll MPN	5	5	5	5
6	Nitrate	6	6	6	6
7	TKN	6	6	6	6
8	Total Phosphorus	8	8	8	8
9	Ammonia	2	2	2	2
10	BOD	1	1	1	1

- 1.4. The Contractor shall ensure sample collection includes, but is not limited to:
 - 1.4.1. All necessary sample collection services and methods.
 - 1.4.2. Required chain of custody documents.
- 1.5. The Contractor shall ensure testing is completed on the schedule required by the New Hampshire Department of Environmental Services Discharge Permit Renewal (DES#199105010).

**New Hampshire Department of Health and Human Services
Wastewater Testing Services**

EXHIBIT B

1.6. The Contractor shall supply all required tools, materials, and documentation, including, but not limited to:

1.6.1. Collection containers that meet best practices for handling, storing, and transporting wastewater samples, including any regulatory requirements for sample containers.

1.6.2. Coolers.

2. Reporting Requirements

2.1. The Contractor shall provide a report for each sample tested that includes, but is not limited to:

2.1.1. Date and time of sample.

2.1.2. A comprehensive report from the testing laboratory, which must include, but is not limited to, test results for:

2.1.2.1. Metal preparation.

2.1.2.2. Arsenic.

2.1.2.3. Boron.

2.1.2.4. Chloride.

2.1.2.5. E. Coli MPN.

2.1.2.6. Nitrate.

2.1.2.7. TKN.

2.1.2.8. Total phosphorus.

2.1.2.9. Ammonia.

2.1.2.10. BOD.

3. Performance Measures

3.1. The Department will monitor Contractor performance by:

3.1.1. Observing the Contractor's activities while performing contract requirements onsite.

3.1.2. Reviewing reports for each sample tested.

4. Additional Terms

4.1. Impacts Resulting from Court Orders or Legislative Changes

4.1.1. 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.

**New Hampshire Department of Health and Human Services
Wastewater Testing Services**

EXHIBIT B

4.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services

4.2.1. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

4.3. Credits and Copyright Ownership

4.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall 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."

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

4.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:

- 4.3.3.1. Brochures.
- 4.3.3.2. Resource directories.
- 4.3.3.3. Protocols or guidelines.
- 4.3.3.4. Posters.
- 4.3.3.5. Reports.

4.3.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.

5. Records

5.1. The Contractor shall keep records that include, but are not limited to:

5.1.1. 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.

**New Hampshire Department of Health and Human Services
Wastewater Testing Services**

EXHIBIT B

- 5.1.2. 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.
- 5.2. 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 shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain 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
Wastewater Testing Services**

EXHIBIT C

Payment Terms

1. This Agreement is funded by 100% General funds.
2. For the purposes of this Agreement the Contractor has been identified as a Contractor in accordance with 2 CFR 200.331.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Chart 3.1, below:
 - 3.1.

Chart 3.1

Line #	Required Test	Nov 2021 # of Tests	May 2022 # of Tests	Nov 2022 # of Tests	May 2023 # of Tests	Cost Per Test
1	Metal Preparation	5	5	5	5	\$7.00
2	Arsenic	5	5	5	5	\$10.50
3	Boron	5	5	5	5	\$10.50
4	Chloride	7	7	7	7	\$10.50
5	E. Coll MPN	5	5	5	5	\$28.00
6	Nitrate	6	6	6	6	\$10.50
7	TKN	6	6	6	6	\$28.00
8	Total Phosphorus	8	8	8	8	\$17.50
9	Ammonia	2	2	2	2	\$17.50
10	BOD	1	1	1	1	\$28.00
11	VOC-8260B	0	0	0	0	\$115.50
12	VOC 8260B SIM (1,4-dioxane<0.25	0	0	0	0	\$70.00
13	SWDA Metals	0	0	0	0	\$91.00
Line #	Cost Item	# Units	# Units	# Units	# Units	Cost Per Unit
14	Field Consumables	1	1	1	1	\$207.00
15	Field Services per Hour	15	15	15	15	\$70.00
16	Professional Geologist per hour	1	1	1	1	\$135.00
17	Staff Geologist per hour	0	0	0	0	\$0
18	Annual Report	1	1	1	1	\$482.50
19	Other (mileage)	1	1	1	1	\$105.00

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**New Hampshire Department of Health and Human Services
Wastewater Testing Services**

EXHIBIT C

4. The Contractor shall submit an invoice in a form satisfactory to the Department by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.
5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to Glenciff.AP@dhhs.nh.gov, or invoices may be mailed to:

Financial Manager
Glenciff home
P.O. Box 76
Glenciff, NH 03238
6. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
7. The final invoice shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
8. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
9. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
10. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
11. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines 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.
12. Audits
 - 12.1. The Contractor must email an annual audit to melissa.s.morin@dhhs.nh.gov if any of the following conditions exist:

**New Hampshire Department of Health and Human Services
Wastewater Testing Services**

EXHIBIT C

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- 12.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 12.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
 - 12.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 12.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department 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.
 - 12.3. 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.
 - 12.4. In addition to, and not in any way in limitation of obligations of the Contract, 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 Contract to which exception has been taken, or which have been disallowed because of such an exception.