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

Lori A. Weaver
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

October 11, 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, Glencliff Home, to enter into a **Sole Source** amendment to an existing contract with ALL4 LLC (VC#451156), Kimberton, PA, for assistance in attaining additional permits for generator installation at Glencliff Home, by increasing the price limitation by \$32,600 from \$16,300 to \$48,900 and extending the contract completion date from June 30, 2024 to June 30, 2025, effective upon Governor and Council approval. 100% General Funds.

The original contract was approved by Governor and Council on May 31, 2023, item #35.

Funds are available in the following account for State Fiscal Year 2024, with the authority to adjust budget line items within the price limitation through the Budget Office, if needed and justified. Class 048 Funds must be encumbered during SFY 2024, and will be carried forward into SFY 2025.

05-95-091-910010-78920000, DHHS- Glencliff Home Maintenance, Contractual Maintenance Building & Grounds

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2023	048-500226	Contractual Maint Build-Grounds	91000000	\$16,300	\$0	\$16,300
2024	048-500226	Contractual Maint Build-Grounds	91000000	\$0	\$32,600	\$32,600
2025	048-500226	Contractual Maint Build-Grounds	91000000	\$0	\$0	\$0
			Total	\$16,300	\$32,600	\$48,900

EXPLANATION

This request is **Sole Source** because MOP 150 requires all amendments to agreements previously approved as sole source to be identified as sole source. Additionally, the Department is seeking to extend the completion dates beyond the available renewal options. The Contractor

is currently providing assistance in attaining proper air permits for Glenclyff Home; therefore the Contractor has all the data and calculations required for the permits for the generator installation.

The purpose of this request is to secure the necessary temporary permits for two (2) new replacement generators at Glenclyff Home and submit the renewal permit application for the State Permit to Operate. Glenclyff Home has determined that the two (2) currently operating generators are in an advanced state of wear and tear; necessitating their replacement before they fail. The air emissions from Glenclyff Home are regulated by State Permit to Operate and No. SP-0283 issued by the New Hampshire Department of Environmental Services. This permit regulates emissions from one diesel fuel-fired emergency generator, one wood-fired boiler, and three diesel fuel-fired prime power generators two rated at 150 kilowatts and one rated at 175 kilowatts. Glenclyff Home is a stand-alone facility with no connection to the power grid. Having a backup power source is a federal regulatory requirement under Centers for Medicare and Medicaid (CMS) licensure. Installation of the new generators cannot begin until the proper permits from the New Hampshire Department of Environmental Services are filed.

The Contractor will draft the proper forms for submittal to the New Hampshire Department of Environmental Services while calculating the hourly and annual potential emissions for the new equipment to be installed.

The Department will monitor the Contractor's activities on-site at Glenclyff Home and review reports provided by the Contractor each instance contracted services are complete.

Should the Governor and Council not authorize this request, Glenclyff Home will be in violation of clean air standards and may face significant financial penalties from the New Hampshire Department of Environmental Services.

Area served: Glenclyff Home.

Respectfully submitted,



Lori A. Weaver
Commissioner

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

This Amendment to the Air Permitting Assistance for Glenclyff Home contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and ALL4 LLC ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on May 31, 2023 (Item #35), 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, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; 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:

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:
\$48,900
3. Modify Exhibit B, Scope of Services, Subsection 1.12 to read:
1.12. The Contractor must provide a draft waiver requesting permission to install up to two (2) new generators rated up to 175 kilowatts (kW) within one (1) week of notification from Glenclyff Home that they have procured each generator.
4. Modify Exhibit B, Scope of Services, Subsection 1.13 to read:
1.13. The Contractor must provide necessary paperwork to submit to NHDES for the renewal of the overall Permit to Operate in a timely manner so that the current permit does not expire.
5. Modify Exhibit B, Scope of Services, Subsection 1.14. to read:
1.14. The Contractor must develop and submit up to two (2) temporary permit applications for the replacement of two (2) diesel-fired generators, and develop and submit an operating permit to incorporate the replacement diesel-fired generators.
6. Modify Exhibit B, Scope of Services, by adding Subsection 1.15. to read:
1.15. The Contractor must schedule appointments as needed with the Glenclyff Plant Maintenance Engineer, or their designee, during business hours for all tasks required in this Exhibit B, Scope of Services.
7. Modify Exhibit B, Scope of Services, by adding Subsection 1.16: to read:
1.16. The Contractor must provide all supervision, materials, equipment, tools, labor and transportation necessary for successful completion of the work described in this Exhibit B, Scope of Services.
1.16.1. The Contractor may be required to provide other key data and metrics to the Department in a format specified by the Department.
8. Modify Exhibit B, Scope of Services, by adding Subsection 1.17. to read:
1.17. Performance Measures
1.17.1. The Department will monitor Contractor performance by tracking milestone completions in adherence to Table 1.17.2., and approval of the final application by

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NHDES.

1.17.2. Table

Milestone	Completion Date SFY2023
Contractor provides draft deviation form and waiver to Glenciff.	Within one (1) week of Governor and Executive Council approval.
Contractor provides final deviation form and waiver to NHDES.	Within two (2) business days of receipt of draft comments from Glenciff.
Contractor provides draft application to Glenciff.	Within three (3) weeks of Governor and Executive Council approval.
Contractor provides final application to Glenciff for their submittal to NHDES.	Within one (1) week after draft comments from Glenciff.
Milestone	Completion Date SFY2024 – SFY2025
Contractor provides draft waiver requesting permission to install up to two (2) new generators rated up to 175 kilowatts (kW)	Within one (1) week of notification from Glenciff Home that they have procured each generator.
Contractor provides necessary paperwork to submit to NHDES for the renewal of the overall Permit to Operate.	By or before the current Permit to Operate expiration 3/31/2025.
Contractor develops and submits up to two (2) temporary permit applications for the replacement of two (2) diesel-fired generators, and develops and submits an operating permit to incorporate the replacement diesel-fired generators.	By or before 6/30/2025.

9. Modify Exhibit C, Payment Terms, Section 3, to read:

- 3. Payment shall be for services provided in the fulfillment of this Agreement, as specified in Exhibit B Scope of Work, and in accordance with Table 3.1. and Table 3.2. below:

3.1. Table

Type of Payment/Conditions	Amount SFY2023
Contractor provides final deviation form and waiver to NHDES within two (2) business days of receipt of draft comments from Glenciff.	\$3,100
Contractor provides final application to Glenciff for their submittal to NHDES within four (4) weeks of authorization from Governor and Executive Council.	\$10,000
Time and materials required to complete Exhibit B, Scope of Work.	\$3,200
Total Costs	\$16,300

3.2. Table

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Type of Payment/Conditions	Amount SFY2024 – SFY25
Contractor provides final deviation form and waiver to NHDES within two (2) business days of receipt of draft comments from Glenciff.	\$3,100 per unit
Contractor provides final application to Glenciff for their submittal to NHDES within four (4) weeks of authorization from Governor and Executive Council.	\$10,000 per unit
Time and materials required to complete Exhibit B, Scope of Work.	\$3,200 per unit
Total Costs	Not to exceed \$32,600

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

OFFICE OF THE ATTORNEY GENERAL

10/25/2023

Date

DocuSigned by:
Robyn Guarino

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 ALL4 LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on June 04, 2019. 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: 820957

Certificate Number: 0006216278



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 25th day of April A.D. 2023.

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

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, Matthew Bulley, Chief Financial Officer, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of ALL4 LLC
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on October 11, 2023, at which a quorum of the Directors/shareholders were present and voting.
(Date)

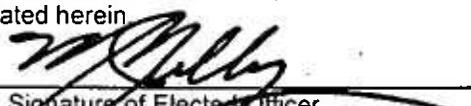
VOTED: That John Hinckley, Senior Managing Consultant (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of ALL4 LLC to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto; which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority was **valid thirty (30) days prior to and remains valid for thirty (30) days** from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 10/11/2023



Signature of Elected Officer
Name: Matthew Bulley
Title: Chief Financial Officer

AGENCY CUSTOMER ID: ALL4LLC-01

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

AGENCY IMA, Inc. - Colorado		NAMED INSURED All4, LLC 2393 Kimberton Rd. PO Box 299 Kimberton PA 19442	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Cyber Liability Coverage: Policy #2CIAPA17S011828000
 Effective Dates: 06/01/2023-06/01/2024 Insurer: Accredited Surety and Casualty Company, Inc.
 \$2,000,000 Per Claim; \$2,000,000 Aggregate; \$10,000 Retention

The Excess coverage pertaining to the Professional Liability has a sublimit of \$5,000,000.

Certificate Holder(s) is included as Additional Insured on the General Liability, Automobile Liability, and Umbrella Liability policies, if required by written contract or agreement subject to the policy terms and conditions. A Waiver of Subrogation is provided in favor of Certificate Holder(s) on the General Liability, Automobile Liability, Workers Compensation, and Umbrella Liability policies if required by written contract or agreement, subject to the policy terms and conditions. This Insurance is Primary & Non-Contributory on the General Liability, Automobile Liability and Umbrella Liability policies subject to the policy terms and conditions. The Excess Liability policy is excess of the Pollution Liability, Professional Liability, General Liability, Automobile Liability, and Employers Liability.



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

Lori A. Weaver
 Interim Commissioner

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 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

L. Todd Bickford
 Administrator

May 9, 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 enter into a **Sole Source** contract with ALL4, LLC (VC# 451156), Kimberton, PA, in the amount of \$16,300 for assistance in attaining proper air permits at Glenclyff Home, effective upon Governor and Council approval through June 30, 2024. 100% General Funds.

Funds are available in the following account for State Fiscal Year 2023, with the authority to adjust budget line items within the price limitation through the Budget Office, if needed and justified.

05-95-091-910010-78920000, DHHS- Glenclyff Home Maintenance, Contractual Maintenance Building & Grounds

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	048-500226	Contractual Maint Build-Grounds	91000000	\$16,300
			Total	\$16,300

EXPLANATION

This request is **Sole Source** because it was not competitively bid. The Department did not go out to bid for these services as installation of a Multicyclone unit and a new generator rated at 175 kilowatts need to be installed at Glenclyff Home as soon as possible. Glenclyff is a stand-alone facility with no connection to the power grid. Currently, Glenclyff Home is using an emergency temporary generator with no back up. Having a backup power source is a federal-regulatory requirement under Centers for Medicare and Medicaid (CMS) licensure. Installation of the new generator cannot begin until the proper permits from the New Hampshire Department of Environmental Services are filed. The Contractor is uniquely qualified to provide maintenance and support in the shortest time possible because they have previously done the air permitting work for Glenclyff Home and have all the data and calculations required from the last permitting. Glenclyff Home does not have the staff support to acquire these permits without needed expertise, and as time is a critical factor, determined using the previous contractor was the best choice to expedite the permitting process.

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

The purpose of this request is to secure the permits needed to run a Multicyclone unit and a new, more powerful generator at Glenclyff Home. The air emissions from Glenclyff Home are regulated by State Permit to Operate and No. SP-0283 issued by the New Hampshire Department of Environmental Services. This permit regulates emissions from one diesel fuel-fired emergency generator, one wood-fired boiler, and two diesel fuel-fired prime power generators each rated at 150 kilowatts. The new generator is rated at 175 kilowatts, and the wood-fired boiler that is currently in place is no longer operational, so a new permit allowing the new generator and Multicyclone unit will need to be obtained from the New Hampshire Department of Environmental Services.

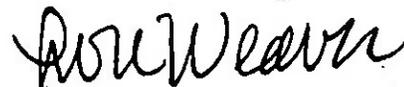
The Contractor will draft the proper forms for submittal to the New Hampshire Department of Environmental Services while calculating the hourly and annual potential emissions for the new equipment to be installed. This work will ensure that the new equipment will meet United States Environmental Protection Agency Tier 3 emission limits.

The Department will monitor the Contractor's activities on-site at Glenclyff Home and review reports provided by the Contractor each instance contracted services are complete.

Should the Governor and Council not authorize this request, Glenclyff Home will be in violation of clean air standards and may face significant financial penalties from the New Hampshire Department of Environmental Services.

Area served: Glenclyff Home.

Respectfully submitted,



Lori A. Weaver
Interim Commissioner

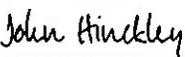
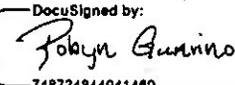
Subject: Air Permitting Assistance For Glencliff Home (SS-2023-GLENCLIFF-05-AIRPE-01)

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**I. 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 ALL4 LLC		1.4 Contractor Address 2393 Kimberton Road PO BOX 229 Kimberton, PA 19442	
1.5 Contractor Phone Number 610-933-5246	1.6 Account Number 05-95-091-910010- 78920000-500226- 91000000	1.7 Completion Date 6/30/2024	1.8 Price Limitation \$16,300
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by:  Date: 5/1/2023		1.12 Name and Title of Contractor Signatory John Hinckley Senior Managing Consultant	
1.13 State Agency Signature DocuSigned by:  Date: 5/2/2023		1.14 Name and Title of State Agency Signatory Ellen Marie Lapointe Executive Officer	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 5/2/2023			
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.

Contractor Initials DS
JA
Date 5/17/2023

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

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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
Air Permitting Assistance For Glenclyff Home
EXHIBIT A**

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

1.1. 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 if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

**New Hampshire Department of Health and Human Services
Air Permitting Assistance For Glenclyff Home
EXHIBIT B**

Scope of Services

1. Statement of Work

- 1.1. The Contractor must provide air permitting assistance in this Agreement for Glenclyff Home (Glenclyff) located at 393 High Street in Glenclyff, NH.
- 1.2. For the purposes of this Agreement, all references to days mean business days, excluding state and federal holidays.
- 1.3. The Contractor must convene and lead a one (1) hour kick-off meeting with Glenclyff in order for Glenclyff to provide the Contractor with the technical information needed to complete the application described below within one (1) week of the Agreement start date.
- 1.4. The Contractor must prepare a draft deviation form for operating the Wood Boiler at Glenclyff without an Electrostatic Precipitator (ESP) within one (1) week of the kick-off meeting. The Contractor must:
 - 1.4.1. Allow for one round of consolidated comments regarding the draft deviation form from Glenclyff.
- 1.5. The Contractor must calculate the hourly and annual potential emissions for the new generator and cyclone-controlled Wood-Boiler using emissions factors utilized by the New Hampshire Department of Environmental Services (NHES) for permitting the Prime Power Generators and the EPA AP-42 emissions factors. The Contractor shall calculate pollutant levels for:
 - 1.5.1. Nitrogen oxides (NOx);
 - 1.5.2. Carbon monoxide (CO);
 - 1.5.3. Sulfur dioxide (SO₂);
 - 1.5.4. Total suspended particulate matter (TSP);
 - 1.5.5. Filterable particulate matter less than ten (10) microns in diameter (PM₁₀); and
 - 1.5.6. Volatile organic compounds (VOC).
- 1.6. The Contractor must provide a draft waiver requesting permission to immediately install a new generator rated at 175 kilowatts (kW) that meets standards for emissions as mandated by the United States Environmental Protection Agency (EPA) Tier 3 emissions limits within one (1) week of the kick-off meeting. The Contractor must:
 - 1.6.1. Allow for one round of consolidated comments regarding the draft waiver from Glenclyff.
- 1.7. The Contractor must provide final versions of the deviation form described in Subsection 1.4., and the waiver described in Subsection 1.6., that considers the consolidated comments from Glenclyff, to NHDES within two (2) business

**New Hampshire Department of Health and Human Services
Air Permitting Assistance For Glenclyff Home
EXHIBIT B**

days of receiving comments from Glenclyff.

- 1.8. The Contractor must draft a temporary permit application to Glenclyff that:
 - 1.8.1. Addresses proposed changes involved with installing a new generator and cyclone;
 - 1.8.2. Contains information derived from one (1) round of consolidated comments from Glenclyff regarding the draft;
 - 1.8.3. Contains a cover letter;
 - 1.8.4. Contains emissions calculations tables containing all information described in Subsection 1.5.;
 - 1.8.5. Incorporates emissions values provided in Glenclyff's 2022 Air Emissions Report previously submitted to NHDES in order to represent actual emissions from existing sources that are regulated by the existing air permit; and
 - 1.8.6. Contains all applicable application forms required by NHDES in order for Glenclyff to submit to NHDES.
- 1.9. The Contractor must ensure that the requirements of the application outlined in Subsection 1.8 are met allowing Glenclyff to submit all permit documentation to NHDES within one (1) week of Glenclyff's comments.
- 1.10. The Contractor will not be responsible for any application processing fees that may arise over the course of the Agreement.
- 1.11. The Contractor must provide up to fifteen (15) hours of general air emissions permitting and compliance assistance to Glenclyff on an as-requested basis, which includes; but is not limited to:
 - 1.11.1. Providing post submittal support for the application and waiver.
 - 1.11.2. Participation on conference calls with the Department, Glenclyff and NHDES.
- 1.12. The Contractor must schedule appointments as needed with the Glenclyff Plant Maintenance Engineer, or their designee, during business hours for all tasks required in this Exhibit B, Scope of Services.
- 1.13. The Contractor must provide all supervision, materials, equipment, tools, labor and transportation necessary for successful completion of the work described in this Exhibit B, Scope of Services.
 - 1.13.1. The Contractor may be required to provide other key data and metrics to the Department in a format specified by the Department.
- 1.14. Performance Measures
 - 1.14.1. The Department will monitor Contractor performance by tracking milestone completions in adherence to Table 1.15.2., and approval of

**New Hampshire Department of Health and Human Services
Air Permitting Assistance For Glenclyff Home
EXHIBIT B**

the final application by NHDES.

1.14.2. Table

Milestone	Completion Date
Contractor provides draft deviation form and waiver to Glenclyff.	Within one (1) week of Governor and Executive Council approval.
Contractor provides final deviation form and waiver to NHDES.	Within two (2) business days of receipt of draft comments from Glenclyff.
Contractor provides draft application to Glenclyff.	Within three (3) weeks of Governor and Executive Council approval.
Contractor provides final application to Glenclyff for their submittal to NHDES.	Within one (1) week after draft comments from Glenclyff.

2. Exhibits Incorporated

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

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

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

3.2. Credits and Copyright Ownership

- 3.2.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement must include the following statement, "The preparation of this (report, document etc.) was financed under an Contract with the State of New Hampshire, Department of Health and Human Services."
- 3.2.2. All materials produced or purchased under the Agreement must have prior approval from the Department before printing, production, distribution or use.
- 3.2.3. The Department must retain copyright ownership for any and all original materials produced, including, but not limited to:

**New Hampshire Department of Health and Human Services
Air Permitting Assistance For Glenclyff Home
EXHIBIT B**

- 3.2.3.1. Brochures.
- 3.2.3.2. Resource directories.
- 3.2.3.3. Protocols or guidelines.
- 3.2.3.4. Posters.
- 3.2.3.5. Reports.
- 3.2.4. The Contractor must not reproduce any materials produced under the Agreement without prior written approval from the Department.

4. Records

- 4.1. The Contractor must keep records that include, but are not limited to:
 - 4.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.
 - 4.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 4.2. During the term of this Agreement and the period for retention hereunder, the Department, and any of their designated representatives must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.
- 4.3. If, upon review of the Final Expenditure Report the Department must disallow any expenses claimed by the Contractor as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

New Hampshire Department of Health and Human Services
Air Permitting Assistance For Glenclyff Home
EXHIBIT C

Payment Terms

1. This Agreement is funded by:
 - 1.1. 100% General funds.
2. For the purposes of this Agreement the Department has identified:
 - 2.1. The Contractor as a Contractor, in accordance with 2 CFR 200.331.
3. Payment shall be for services provided in the fulfillment of this Agreement, as specified in Exhibit B Scope of Work, and in accordance with Table 3.1. below:

3.1. Table

Type of Payment/Conditions	Amount
Contractor provides final deviation form and waiver to NHDES within two (2) business days of receipt of draft comments from Glenclyff.	\$3,100
Contractor provides final application to Glenclyff for their submittal to NHDES within four (4) weeks of authorization from Governor and Executive Council.	\$10,000
Time and materials required to complete Exhibit B, Scope of Work.	\$3,200
Total Costs	\$16,300

4. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:
 - 4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
 - 4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
 - 4.3. Identifies and requests payment for allowable costs incurred in the previous month.
 - 4.4. Includes supporting documentation, as applicable, for payment/conditions specified in Table 3.1 above.
 - 4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.

^{DS}
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**New Hampshire Department of Health and Human Services
Air Permitting Assistance For Glenclyff Home
EXHIBIT C**

- 4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to Glenclyff.AP@dhhs.nh.gov or mailed to:
- Financial Manager
Glenclyff Home
PO Box 76
Glenclyff, NH 03238
5. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.
6. The final invoice and supporting documentation for authorized expenses 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.
7. 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.
8. Audits
- 8.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:
- 8.1.1. 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.
- 8.1.2. 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.
- 8.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 8.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

**New Hampshire Department of Health and Human Services
Air Permitting Assistance For Glencliff Home
EXHIBIT C**

- 8.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.
- 8.3. 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.
- 8.4. In addition to, and not in any way in limitation of obligations of the Agreement, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Agreement to which exception has been taken, or which have been disallowed because of such an exception.

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New Hampshire Department of Health and Human Services



Exhibit D

I am working at the Department of Health and Human Services, Glenclyff Home, temporarily in order to complete work on Air Permitting Assistance for Glenclyff Home. My work is authorized by the Scope of Work in contract number SS-2024-GLENClyFF-02-AIRPE-01 during the term of the Agreement for SS-2024-GLENClyFF-02-AIRPE-01.

I understand that each patient/resident at Glenclyff Home has a right to confidentiality and to privacy about their clinical information including the fact that the patient is living at Glenclyff Home.

I understand that any information, spoken or in writing, that identifies or potentially identifies, or is about a patient/resident may be shared among individuals who need to know the information as it is necessary for the patient/resident's treatment or course of professional education.

I understand that patient information must be kept secure at all times, and may not be placed in or recorded by a personal electronic hardware or software, and shall be protected from any potential breach or exposure to a person or device that not authorized to see, read, or have the information.

I understand that while I am at Glenclyff Home, these duties to protect the confidentiality of patient information apply to me.

I understand that under no circumstance may patient information be shared unless an authorization is given by the patient/resident or the patient/resident's legal representative, or when there is a clear medical emergency.

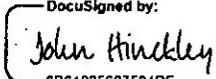
I understand that when I am working at Glenclyff Home, I might:

- Unintentionally see or over hear confidential health information, or personal information about a patient/resident; or
- Recognize a patient/resident when I am at Glenclyff Home working.

I understand that any violation of the confidentiality is a serious offense, violates the federal Health Insurance Portability and Accountability act of 1996 (Public Law 104-191)(HIPAA), and may be grounds for legal action, breach of contract, or termination of the business relationship.

I agree that I will keep confidential and patient/resident information that I see or overhear. I agree I will not talk about any patient/resident I might recognize, including the fact that patient resides at Glenclyff Home.

I agree I will keep any confidential information accidentally, or unintentionally learned to myself even after I complete my work at Glenclyff Home.

DocuSigned by:

 John Hinckley
 Signed name Printed Name

have read, understand and agree to follow the statements above.