



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

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HELEN E. HANKS  
 COMMISSIONER  
  
 PAUL D. RAYMOND, JR.  
 ASSISTANT COMMISSIONER

January 9, 2024

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

**REQUESTED ACTION**

Authorize the NH Department of Corrections (NHDOC) to enter into a **Sole Source** contract with Parata Systems, LLC (VC #287102), PO Box 638203, Cincinnati OH 45263 in the amount of \$186,467.92, for the provision of a master agreement, license and system support, effective upon Governor and Executive Council approval for the period beginning February 1, 2024 through June 30, 2027. 100% General Funds.

Funds are available in the following account, *Pharmacy*: 02-46-46-465010-82360000-024-500225 as follows with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified. Funding for FY2026 and FY2027 is contingent upon availability.

Account	Description	FY 2024	FY 2025	FY 2026	FY 2027	Total
02-46-46-465010-82360000-024-500225	Maint Other Than Build-GRN	\$14,747.92	\$54,955.00	\$57,200.00	\$59,565.00	\$186,467.92
<b>Total Contract Amount</b>						<b>\$186,467.92</b>

**EXPLANATION**

The NHDOC is requesting a **Sole Source** contract for a service agreement with Parata Systems LLC for proprietary technical support upgrades to software/hardware for the department's prescription drug packaging system. This equipment was purchased via a competitive bid and provided a limited warranty period at the time of purchase; this request is necessary to continue the warranty for interfacing with required software, repair parts and annual servicing. This maintenance contract will cover an Automatic Tablet Packager (ATP2), a Lower Processing Unit (LPU), a PERL Pouch Inspector, a Cut & Roll machine and a Mini Parata.

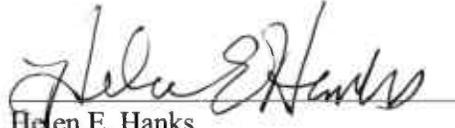
The ATP2 is a pouch packaging solution that allows the pharmacy to individualize products by resident, medication, and dose for distribution to the residents. This machine produces over 60,000 pouches per month. The LPU is a backup system to keep the packaging system running if a repair has to be made. This additional unit is rotated in on a cycle to ensure it works when needed.

The filled pill pouches created by the ATP2 are then sent through the PERL pouch inspector for verification. The PERL takes a snapshot of all the pouches and does an initial verification. This information is then sent to a pharmacist for verification/correction and is then kept on a server to document the transaction. After the PERL pouch inspector, the Cut & Roll separates the pouches by patient and rolls the pouches together for distribution across facilities.

The Mini is a standalone automated dispenser. It is capable of holding up to 49 medications and counts and dispenses them in a matter of seconds, from a scanned label, into a prescription vial. This allows the staff to quickly fill vial prescription orders without having to pull bottles from the shelf.

This equipment serves three correctional facilities, the transitional work center and three transitional housing units throughout the state. The NHDOC pharmacy processes roughly 25,000 prescriptions a month. This equipment is fully automated and is used to fill and pack medication in a safe and cost-effective manner.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Helen E. Hanks", written over a horizontal line.

Helen E. Hanks  
Commissioner

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

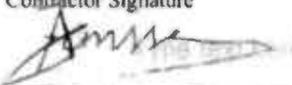
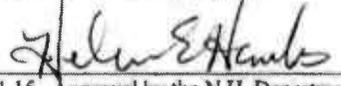
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Corrections		1.2 State Agency Address P.O. Box 1806 Concord, NH 03302	
1.3 Contractor Name Parata Systems LLC (VC 287102)		1.4 Contractor Address PO Box 638203 Cincinnati OH 45263-8203	
1.5 Contractor Phone # 919-354-2159	1.6 Account Unit and Class 002-46-46-465010-82360000-024-500225	1.7 Completion Date 06/30/2027	1.8 Price Limitation \$186,467.92
1.9 Contracting Officer for State Agency Benjamin Carbone		1.10 State Agency Telephone Number 603-271-0767	
1.11 Contractor Signature  Date: 1/8/2024		1.12 Name and Title of Contractor Signatory Anton Janssen	
1.13 State Agency Signature  Date: 1/10/2024		1.14 Name and Title of State Agency Signatory Helen E. Hanks, Commissioner	
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: 1/16/2024			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials   
 Date 1/8/2024

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 (“Effective Date”).

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed.

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance

hereof, and shall be the only and the complete compensation to the Contractor for the Services.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 The State’s liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor’s order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor agrees to permit the State or United States access to any of the Contractor’s books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State’s point of contact pertaining to this Agreement.

**8. EVENT OF DEFAULT/REMEDIES.**

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

**9. TERMINATION.**

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

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

**10. PROPERTY OWNERSHIP/DISCLOSURE.**

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

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

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

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

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.**

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

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

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

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

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

**14. INSURANCE.**

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

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

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

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

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

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

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

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

**19. CHOICE OF LAW AND FORUM.**

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

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

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

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

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

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

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

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

## SERVICE AGREEMENT

**Parata Systems LLC  
PO Box 638203  
Cincinnati OH 45263-8203**

This Agreement is between the State of New Hampshire, acting by and through the STATE OF NEW HAMPSHIRE, DEPARTMENT OF CORRECTIONS (“State” or “Department”), 64 South Street, Concord, NH 03301 and Parata Systems LLC. (“Contractor”) (VC #287102), PO Box 638203 Cincinnati OH 45263-8203.

WHEREAS, the State and the Contractor have agreed for the Contractor for master agreement, license and system support services for the NH Department of Corrections, 281 North State Street, Concord NH 03301.

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

### EXHIBIT A

#### SPECIAL PROVISIONS

The Master Purchase, License and System Support Terms & Conditions Agreement by and between NH Department of Corrections and Parata Systems, LLC, dated March 31, 2020 shall apply to this Service Agreement as follows:

1. To amend Section 8.3 Indemnification, applies to Parata Systems LLC and not to State of New Hampshire
2. To amend Section 9.6 Limitation Period, amend to read: No action, regardless of form, arising out of or in relation to any services may be brought beyond the timeframe allowed by New Hampshire law.
3. To amend Section 12 Dispute Resolution, remove “if such negotiations are unsuccessful or unsatisfactory to either party, the parties agree to participate fully in non-binding mediation proceedings in New Hampshire, relative to any dispute(s) between the parties (prior to initiating any formal litigation).
4. To amend Exhibit A Business Associate Agreement, Section 2 Responsibilities of the parties with respect to protected health information meets the State of New Hampshire requirements.

*Remainder of this page left blank intentionally.*

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**Promoting Public Safety through Respect, Dedication and Courage as One Team**

**Northern NH Correctional Facility**

Parata Systems LLC.

Contractor Initials 

**EXHIBIT B**  
**SCOPE OF SERVICES**

The following is a description of services to be performed.

1. The Call Center Telephone Support for questions, pricing and live technical support and troubleshooting and/or field dispatched if needed.
  - Call Center will attempt to determine cause of operational issues and resolve by telephone within four (4) normal business hours
  - If cannot resolve or determined the issued cannot be resolved through telephone/remote support, Call Center will initiate field dispatch.
  - Notwithstanding the above, State may request an immediate field dispatch at any time by agreeing to pay billable service fees.
  - All support requests require a field dispatch will be categorized by “Red Call” or “Blue Call”.
  - “Red Call” indicates serious malfunction and technicians will be onsite withing twenty-four (24) hours
  - “Blue Call” indicates a less serious malfunction, and a technician will be onsite within forty-eight (48) hours.
2. Includes update to the Parata Original Equipment Manufacturer (OEM) software, installation of services, and other OEM updates as applicable.
3. Parata will use commercially reasonable efforts to repair errors or defects in the Parata products for functional performance at no additional cost (includes parts, labor, travel, living and shipping expenses).
4. Preventive maintenance will be provided per year as warranted by pharmacy volume and product usage (including parts if needed). Parata shall have the right to combine a preventive maintenance service visit with other onsite service visits at facility if needed. Service visits shall occur not less than twelve (12) months from the date of prior preventive maintenance service visits performed.
5. Provide maintenance and support of pharmaceuticals equipment software license, upgrade, patches and service level maintenance on the following equipment and term dates.
6. Master Agreement for License and System Support Include:
  - Products to support and maintenance of physical product/components that is manufactured for equipment and in support of embedded software
  - Software License that retains ownership under terms and conditions and right to exclusive limited license and support/upgrade as well as third party software, patches and updated for security, anti-virus and HIPPA related requirements under the license agreement.
  - Proprietary notices, software and technical specifications
7. Billable Service Fees:
  - Fees incurred for exclusions of maintenance obligations at \$150 per hour plus travel, parts and \$225 per hour for after hour services with a four (4) hour minimum.
  - Proprietary repairs not covered under agreement will be charged separately. Allowance for fees are noted below but are not considered a guaranteed or minimum figure; however it shall be considered a maximum figure from the effective date through the expiration date as indicated in form P-37, Block 1.8 and noted below.

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Northern NH Correctional Facility

Parata Systems LLC.

Contractor Initials 

Master Agreement for License and System Support Include:

PRODUCT	COVERAGE PERIOD	5 MONTH
<b>Maintenance FY24</b>		
Parata MINI s/n 04-0922-10913	02/01/24 - 06/30/24	\$2,397.92
Parata Perl s/n 15B2421-10259	02/01/24 - 06/30/24	\$3,675.00
Parata Cut & Roll s/n 12B2421-10005	02/01/24 - 06/30/24	\$3,675.00
Allowance for fees incurred (if applicable)		\$5,000.00
<b>TOTAL</b>		<b>\$14,747.92</b>
PRODUCT	COVERAGE PERIOD	ANNUAL
<b>Maintenance FY25</b>		
Parata MINI s/n 04-0922-10913	07/01/24 - 06/30/25	\$6,075.00
Parata Perl s/n 15B2421-10259	07/01/24 - 06/30/25	\$9,305.00
Parata Cut & Roll s/n 12B2421-10005	07/01/24 - 06/30/25	\$9,305.00
Parata Automatic Tablet Packager ATP2-320 s/n 19120879	07/01/24 - 06/30/25	\$18,155.00
Parata Automatic Tablet Packager ATP LPU s/n 19110876	07/01/24 - 06/30/25	\$2,115.00
Allowance for fees incurred (if applicable)		\$10,000.00
<b>TOTAL</b>		<b>\$54,955.00</b>
PRODUCT	COVERAGE PERIOD	ANNUAL
<b>Maintenance FY26</b>		
Parata MINI s/n 04-0922-10913	07/01/25 - 06/30/26	\$6,380.00
Parata Perl s/n 15B2421-10259	07/01/25 - 06/30/26	\$9,770.00
Parata Cut & Roll s/n 12B2421-10005	07/01/25 - 06/30/26	\$9,770.00
Parata Automatic Tablet Packager ATP2-320 s/n 19120879	07/01/25 - 06/30/26	\$19,060.00
Parata Automatic Tablet Packager ATP LPU s/n 19110876	07/01/25 - 06/30/26	\$2,220.00
Allowance for fees incurred (if applicable)		\$10,000.00
<b>TOTAL</b>		<b>\$57,200.00</b>
PRODUCT	COVERAGE PERIOD	ANNUAL
<b>Maintenance FY27</b>		
Parata MINI s/n 04-0922-10913	07/01/26 - 06/30/27	\$6,700.00
Parata Perl s/n 15B2421-10259	07/01/26 - 06/30/27	\$10,260.00
Parata Cut & Roll s/n 12B2421-10005	07/01/26 - 06/30/27	\$10,260.00
Parata Automatic Tablet Packager ATP2-320 s/n 19120879	07/01/26 - 06/30/27	\$20,015.00
Parata Automatic Tablet Packager ATP LPU s/n 19110876	07/01/26 - 06/30/27	\$2,330.00
Allowance for fees incurred (if applicable)		\$10,000.00
<b>TOTAL</b>		<b>\$59,565.00</b>
<b>GRAND TOTAL</b>		<b>\$186,467.92</b>

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Northern NH Correctional Facility

Parata Systems LLC.

Contractor Initials

## EXHIBIT C

### METHOD OF PAYMENT AND CONTRACT PRICE

The following is a description of the Method of Payment and Contract Price for Parata Systems LLC.

1. The Contractor, Parata Systems LLC. shall provide an itemized invoice for parts and services provided to the applicable General Assumptions and Scope of Services to include the following:
2. Estimated Contract Price: shall not exceed One Hundred Eighty Six Thousand, Four Hundred Sixty Seven Dollars and Ninety Two Cents (\$186,467.92).
3. Invoices: The Contractor, Parata Systems LLC., shall provide an itemized invoice thirty (30) days post service date for services rendered.
4. The NH Department of Corrections will accept invoices in electronic format to expedite payment.

*Remainder of this page left blank intentionally.*

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**Promoting Public Safety through Respect, Dedication and Courage as One Team**

**Northern NH Correctional Facility**

Parata Systems LLC.

Contractor Initials 

# 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 PARATA SYSTEMS, LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on January 29, 2008. 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: **590570**

Certificate Number: **0006356588**



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 11th day of December A.D. 2023.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular outline.

David M. Scanlan  
Secretary of State

**Certificate of Authority # 1**

**Corporate Resolution**

I, Gary DeFazio, hereby certify that I am duly elected Vice President and Secretary of Parata Systems, LLC, I hereby certify that Anthony Janssen, Director of Business Operations and Wendy Larsen-Preston, Director of MMS Capital Contracting are duly authorized to enter in contracts or agreement on behalf of Parata Systems, LLC with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

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: \_\_\_\_\_

1/11/2024

ATTEST: \_\_\_\_\_



Gary DeFazio, Vice President and Secretary

**MEMORANDUM OF INSURANCE**

DATE  
20-Nov-2023

This Memorandum is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Memorandum. This Memorandum does not amend, extend or alter the coverage described below. This Memorandum may only be copied, printed and distributed within an authorized viewer and may only be used and viewed by an authorized viewer for its internal use. Any other use, duplication or distribution of this Memorandum without the consent of Marsh is prohibited. "Authorized viewer" shall mean an entity or person which is authorized by the insured named herein to access this Memorandum via <https://marshdigital.marsh.com/marshconnect/viewMOI.action?clientId=null>. The information contained herein is as of the date referred to above. Marsh shall be under no obligation to update such information.

<b>PRODUCER</b> Marsh USA LLC ("Marsh")	<b>COMPANIES AFFORDING COVERAGE</b>	
	Co. A ACE AMERICAN INSURANCE COMPANY	
	Co. B Beazley AFB 2623/623	
	Co. C ACE Property and Casualty Insurance Company	
	Co. D ACE Fire Underwriters Ins. Co	
	Co. E	
<b>INSURED</b> Becton, Dickinson and Company Including All Subsidiaries and Divisions One Becton Drive, Franklin Lakes New Jersey 07417 United States	Co. F	

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS MEMORANDUM MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS LIMITS IN USD UNLESS OTHERWISE INDICATED	
A	GENERAL LIABILITY Commercial General Liability Occurrence	HDO G72962527	01-Apr-2023	01-Apr-2024	GENERAL AGGREGATE	25,000,000
					PRODUCTS - COMP/OP AGG	Included in the General Aggregate Limit
					PERSONAL AND ADV INJURY	10,000,000
					EACH OCCURRENCE	10,000,000
					FIRE DAMAGE (ANY ONE FIRE)	500,000
					MED EXP (ANY ONE PERSON)	5,000
A	AUTOMOBILE LIABILITY Any Auto	ISA H25578077	01-Apr-2023	01-Apr-2024	COMBINED SINGLE LIMIT	3,000,000
					BODILY INJURY (PER PERSON)	
					BODILY INJURY (PER ACCIDENT)	
					PROPERTY DAMAGE	
C	EXCESS LIABILITY	XSL G72962564	01-Apr-2023	01-Apr-2024	EACH OCCURENCE	5,000,000
					AGGREGATE	10,000,000
A D	WORKERS COMPENSATION / EMPLOYERS LIABILITY	WLR C70317138 (CA, MA)	01-Apr-2023	01-Apr-2024	WORKERS COMP LIMITS	Statutory
					SCF C70317175 (WI)	01-Apr-2023
		EL DISEASE - POLICY LIMIT	2,000,000			
		EL DISEASE - EACH EMPLOYEE	2,000,000			
B	Professional Liability & Cyber Liability	B0509FINPB2350146	01-Apr-2023	01-Apr-2024	Each Claim/Aggregate	\$15,000,000 \$2,500,000 SIR

The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications here to are not authorized.

<b>MEMORANDUM OF INSURANCE</b>	<b>DATE</b> 20-Nov-2023
<p>This Memorandum is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Memorandum. This Memorandum does not amend, extend or alter the coverage described below. This Memorandum may only be copied, printed and distributed within an authorized viewer and may only be used and viewed by an authorized viewer for its internal use. Any other use, duplication or distribution of this Memorandum without the consent of Marsh is prohibited. "Authorized viewer" shall mean an entity or person which is authorized by the insured named herein to access this Memorandum via <a href="https://marshdigital.marsh.com/marshconnect/viewMOI.action?clientId=null">https://marshdigital.marsh.com/marshconnect/viewMOI.action?clientId=null</a>. The information contained herein is as of the date referred to above. Marsh shall be under no obligation to update such information.</p>	
<b>PRODUCER</b> Marsh USA LLC ("Marsh")	<b>INSURED</b> Becton, Dickinson and Company Including All Subsidiaries and Divisions One Becton Drive, Franklin Lakes New Jersey 07417 United States
<b>ADDITIONAL INFORMATION</b> AS RESPECTS GENERAL LIABILITY COVERAGE, INCLUDING PRODUCTS LIABILITY: ADDITIONAL INSURED WORDING: ADDITIONAL INSURED STATUS IS GRANTED TO A PARTY GRANTED ACCESS TO THIS MEMORANDUM , BUT ONLY TO THE EXTENT THAT SUCH A STATUS HAS BEEN AGREED TO, AND IS EVIDENCED IN A WRITTEN AGREEMENT FOR SERVICE OR PRODUCTS, BETWEEN SUCH PARTY AND THE INSURED NAMED HEREIN OR ANY SUBSIDIARY THEREOF. BROAD FORM VENDORS COVERAGE. WAIVER OF SUBROGATION INCLUDED WHERE REQUIRED BY WRITTEN CONTRACT.  INSURED ENTITIES: Bard Access Systems, Inc. Bard Medical Division Bard Peripheral Vascular, Inc. BD Biosciences, Systems and Reagents, Inc. BD Diagnostics BD Life Sciences BD Medical BD Preanalytical Systems Becton Dickinson & Company CareFusion 213 LLC CareFusion 2200, Inc. CareFusion 2201, Inc. CareFusion 302, LLC CareFusion 303, Inc. CareFusion Corporation CareFusion Manufacturing, LLC CareFusion Resources, LLC CareFusion Solutions, LLC Cellular Research, Inc. CME America, LLC CR Bard Davol Division CR Bard, Inc. Daval Inc. Dymax Corporation Enturican, Inc. FlowJo LLC Liberator Medical Supply, Inc. Purewick Corporation Rochester Medical Corporation	

Sirigen, Inc.  
Surgical Site Solutions, Inc.  
Tri-County Medical & Ostomy Supplies, Inc.  
TriPath Imaging, Inc.  
Neomend, Inc.  
GSL Solutions, Inc.  
NAT Diagnostics, Inc.  
Tepha, Inc.  
ZebraSci, Inc  
Velano Vascular, Inc.  
Venclose, Inc.  
Parata Systems, LLC

AS RESPECTS BUSINESS AUTOMOBILE COVERAGE:  
AUTO COMPREHENSIVE AND COLLISION COVERAGE IS SELF-INSURED BY INSURED FOR VEHICLES.

EXCESS POLICY EVIDENCED SITS EXCESS OF GENERAL LIABILITY/PRODUCTS ONLY

AS RESPECTS WORKERS' COMPENSATION COVERAGE, PLEASE NOTE ADDITIONAL POLICY:

POLICY NUMBER: WLR C70317096 (AOS)  
INSURER: INDEMNITY INSURANCE COMPANY OF NORTH AMERICA  
POLICY TERM: 04/01/2023 TO 04/01/2024

AS RESPECTS TO PROFESSIONAL LIABILITY & CYBER LIABILITY COVERAGE, THE FOLLOWING IS INCLUDED AS PART OF THE OVERALL LIMIT OF LIABILITY:

- PRIVACY NOTIFICATION COSTS
- REGULATORY DEFENSE AND PENALTIES

The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized.

**FEDERAL BUREAU OF INVESTIGATION  
CRIMINAL JUSTICE INFORMATION SERVICES  
SECURITY ADDENDUM**

**CERTIFICATION**

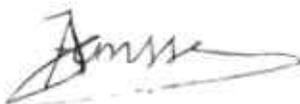
I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

Type text here

Anton Janssen  
Printed Name/Signature of Contractor Employee

\_\_\_\_\_  
Date

Anton Janssen   
\_\_\_\_\_  
Printed Name/Signature of Contractor Representative

November 27, 2023  
Date

Parata Systems, LLC / Director of Business Operations  
Organization and Title of Contractor Representative



STATE OF NEW HAMPSHIRE  
**DEPARTMENT OF CORRECTIONS**  
**DIVISION OF ADMINISTRATION**

P.O. BOX 1806  
CONCORD, NH 03302-1806  
603-271-5610 FAX: 888-908-6609  
TDD ACCESS: 1-800-735-2964  
www.nh.gov/nhdoc

HELEN E. HANKS  
COMMISSIONER

JONATHAN K. HANSON  
DIRECTOR

**PRISON RAPE ELIMINATION ACT**

**ACKNOWLEDGEMENT FORM**

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

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

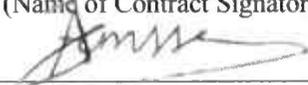
The act aimed to curb prison rape through a “zero-tolerance” policy, as well as through research and information gathering. The NH Department of Corrections has zero tolerance relating to the sexual assault/rape of offenders and recognizes these offenders as crime victims. Due to this recognition and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

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

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

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

**Name (print):** Anton Janssen **Date:** November 27, 2023  
(Name of Contract Signatory)

**Signature:**   
(Signature of Contract Signatory)



**Parata**

Customer: State of New Hampshire Prison

Acct #301793

Loretta Razin

Loretta.m.razin@doc.nh.gov

*Maintenance Quote FY24 Partial*

Product	Coverage Period	Price	#	5 Months
<b>Maintenance</b>				
Parata MINI s/n 04-0922-10913	02/01/24 - 06/30/24	\$5,755.00	1	\$2,397.92
Parata Perl s/n 15B2421-10259	02/01/24 - 06/30/24	\$8,820.00	1	\$3,675.00
Parata Cut & Roll s/n 12B2421-10005	02/01/24 - 06/30/24	\$8,820.00	1	\$3,675.00
Allowance for fees incurred (if applicable)			1	\$5,000.00
			<b>TOTAL</b>	<b>\$14,747.92</b>

*Maintenance Quote FY24/25*

Product	Coverage Period	Price	#	Annual
<b>Maintenance</b>				
Parata MINI s/n 04-0922-10913	07/01/24 - 06/30/25	\$6,075.00	1	\$6,075.00
Parata Perl s/n 15B2421-10259	07/01/24 - 06/30/25	\$9,305.00	1	\$9,305.00
Parata Cut & Roll s/n 12B2421-10005	07/01/24 - 06/30/25	\$9,305.00	1	\$9,305.00
Parata ATP2-320 s/n 19120879	07/01/24 - 06/30/25	\$18,155.00	1	\$18,155.00
Parata ATP2 LPU s/n 19110876	07/01/24 - 06/30/25	\$2,115.00	1	\$2,115.00
			<b>TOTAL</b>	<b>\$44,955.00</b>

*Maintenance Quote FY25/26*

Product	Coverage Period	Price	#	Annual
<b>Maintenance</b>				
Parata MINI s/n 04-0922-10913	07/01/25 - 06/30/26	\$6,380.00	1	\$6,380.00
Parata Perl s/n 15B2421-10259	07/01/25 - 06/30/26	\$9,770.00	1	\$9,770.00
Parata Cut & Roll s/n 12B2421-10005	07/01/25 - 06/30/26	\$9,770.00	1	\$9,770.00
Parata ATP2-320 s/n 19120879	07/01/25 - 06/30/26	\$19,060.00	1	\$19,060.00
Parata ATP2 LPU s/n 19110876	07/01/25 - 06/30/26	\$2,220.00	1	\$2,220.00
			<b>TOTAL</b>	<b>\$47,200.00</b>

*Maintenance Quote FY26/27*

Product	Coverage Period	Price	#	Annual
<b>Maintenance</b>				
Parata MINI s/n 04-0922-10913	07/01/26 - 06/30/27	\$6,700.00	1	\$6,700.00
Parata Perl s/n 15B2421-10259	07/01/26 - 06/30/27	\$10,260.00	1	\$10,260.00
Parata Cut & Roll s/n 12B2421-10005	07/01/26 - 06/30/27	\$10,260.00	1	\$10,260.00
Parata ATP2-320 s/n 19120879	07/01/26 - 06/30/27	\$20,015.00	1	\$20,015.00
Parata ATP2 LPU s/n 19110876	07/01/26 - 06/30/27	\$2,330.00	1	\$2,330.00
			<b>TOTAL</b>	<b>\$49,565.00</b>

12/19/2023

Brian S Suarez

Senior Contracts Consultant

Parata Systems, LLC

106 Roche Drive

Durham, NC 27703

Phone (919) 354-2159 Fax (919) 433-4314

Federal ID # 52-2340471

DUNS 069795271

NH DEPARTMENT OF CORRECTIONS  
ADMINISTRATIVE RULES

Cor 307 Items Considered Contraband. Contraband shall consist of:

- a) Any substance or item whose possession is unlawful for the person or the general public possessing it including but not limited to:
  - (1) narcotics
  - (2) controlled drugs or
  - (3) automatic or concealed weapons possessed by those not licensed to have them.
- b) Any firearm, simulated firearm, or device designed to propel or guide a projectile against a person, animal or target.
- c) Any bullets, cartridges, projectiles or similar items designed to be projected against a person, animal or target.
- d) Any explosive device, bomb, grenade, dynamite or dynamite cap or detonating device including primers, primer cord, explosive powder or similar items or simulations of these items.
- e) Any drug item, whether medically prescribed or not, in excess of a one day supply or in such quantities that a person would suffer intoxication or illness if the entire available quantity were consumed alone or in combination with other available substances.
- f) Any intoxicating beverage.
- g) Sums of money or negotiable instruments in excess of \$100.00.
- h) Lock-picking kits or tools or instruments on picking locks, making keys or obtaining surreptitious entry or exit.
- i) The following types of items in the possession of an individual who is not in a vehicle, but shall not be contraband stored in a secured vehicle:
  - (1) knives and knife-like weapons, clubs and club-like weapons,
  - (2) tobacco, alcohol, drugs including prescription drugs unless prior approval is granted in writing by the facility Warden/designee, or Director/designee,
  - (3) maps of the prison vicinity or sketches or drawings or pictorial representations of the facilities, its grounds or its vicinity,
  - (4) pornography or pictures of visitors or prospective visitors undressed,
  - (5) radios capable of monitoring or transmitting on the police band in the possession of other than law enforcement officials,
  - (6) identification documents, licenses and credentials not in the possession of the person to whom properly issued,
  - (7) ropes, saws, grappling hooks, fishing line, masks, artificial beards or mustaches, cutting wheels or string rope or line impregnated with cutting material or similar items to facilitate escapes,
  - (8) balloons, condoms, false-bottomed containers or other containers which could facilitate transfer of contraband.

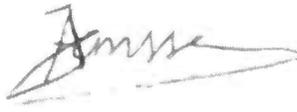
NH DEPARTMENT OF CORRECTIONS  
CONFIDENTIALITY OF INFORMATION AGREEMENT

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

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

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

Anton Janssen  
Name

  
Signature

November 27, 2023  
Date

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

1. Engaging in any of the following activities with persons under departmental control is strictly prohibited:
  - a. Any contact, including correspondence, other than the performance of your services for which you have been contracted.
  - b. Giving or selling of anything
  - c. Accepting or buying anything
2. Any person providing contract services who is found to be under the influence of intoxicants or drugs will be removed from facility grounds and barred from future entry to NH Department of Corrections property.
3. Possession of any item considered to be contraband as defined in the New Hampshire code of Administrative Rules, Part COR 307 is a violation of the rules and the laws of the State of New Hampshire and may result in legal action under RSA 622:24 or other statutes.
4. In the event of any emergency situation, i.e., fire, disturbance, etc., you will follow the instructions of the escorting staff or report immediately to the closest available staff.
5. All rules, regulations and policies of the NH Department of Corrections are designed for the safety of the staff, visitors and residents, the security of the facility and an orderly flow of necessary movement and activities. If unsure of any policy and procedure, ask for immediate assistance from a staff member.
6. Harassment and discrimination directed toward anyone based on sex, race, creed, color, national origin or age are illegal under federal and state laws and will not be tolerated in the work place. Maintenance of a discriminatory work environment is also prohibited. Everyone has a duty to observe the law and will be subject to removal for failing to do so.
7. During the performance of your services you are responsible to the facility administrator, and by your signature below, agree to abide by all the rules, regulations, policies and procedures of the NH Department of Corrections and the State of New Hampshire.
8. In lieu of Contracted staff participating in the Corrections Academy, the Vendor through the Commissioner or his designees will establish a training/orientation facilitated by the Vendor to supplement this requirement and appropriate orient Vendor staff to the rules, regulations, policies and procedures of the Department of Corrections and the State of New Hampshire.

Anton Janssen

Name



Signature

November 27, 2023

Date

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

COR 307.03 Searches and Inspections Authorized.

- a) Any person or property on state prison grounds shall be subject to search to discover contraband...  
Travel onto prison grounds shall constitute implied consent to search for contraband. In such cases where implied consent exists, the visitor will be given a choice of either consenting to the search or immediately leaving the prison grounds. Nothing in this rule however, prevents non-consensual searches in situations where probable cause exists to believe that the visitor is or had attempted to introduce contraband into the prison pursuant to the law of New Hampshire concerning search, seizure and arrest.
- b) All motor vehicles parked on prison grounds shall be locked and have the keys removed. Custodial personnel shall check to insure that vehicles are locked and shall visually inspect the plain view interior of the vehicles. Vehicles discovered unlocked shall be searched to insure that no contraband is present. Contraband discovered during searches shall be confiscated for evidence, as shall contraband discovered during plain view inspections.
- c) All persons entering the facilities to visit with residents or staff, or to perform services at the facilities or to tour the facilities shall be subject to having their persons checked. All items and clothing carried into the institution shall be searched for contraband.

Anton Janssen

Name



Signature

November 27, 2023

Date



**EXHIBIT A  
Universal Maintenance Services**

Subject to the specific terms and conditions below related to Maintenance Services (and to the extent there is a conflict, the terms below the chart shall control), the following is a summary chart of included services/standard deliverables included in Parata maintenance plans:

<b>Parata Technical Assistance Center (PTAC) Hours</b>	8am – 11pm EST, 7 days per week
<b>Field Service Engineer (FSE) Dispatch Hours</b>	8am – 6pm EST, 7 days per week
<b>Hours of Delivery, Installation and Training (DIT)</b>	8am – 6pm EST, Monday through Friday (excluding Parata observed holidays)
<b>FSE On-Site Response – Red Call</b>	Within 24 Hours of dispatch by PTAC
<b>FSE On-Site Response – Blue Call</b>	Within 48 Hours of dispatch by PTAC
<b>Preventive Maintenance (“PM”)</b>	Based on dispensing volume of 40,000 vials for Parata Max and 400,000 pouches for Parata PASS/ATP, not to exceed 2 PM’s per year scheduled by Parata.
<b>Repair Parts</b>	Included
<b>Repair Labor</b>	Included
<b>Replacement Parata Max cells</b>	Maximum 7 per year
<b>Software Updates</b>	Included
<b>PTAC Call Resolution Time</b>	4 Hours from initial Customer call
<b>Initial Operator Training</b>	2 Days, in conjunction with DIT

**HOW TO OBTAIN SERVICES; QUESTIONS**

Parata maintains a call center (the **“Call Center”**) to answer customer questions and provide technical assistance:

**Parata CALL CENTER**  
**1-866-559-0968 (toll-free)**  
**7:00 a.m. – 11:00 p.m. Eastern Standard Time**  
**7 days per week (excluding Holidays)**

In order to obtain Maintenance Services under any Contract, Customer must first telephone the Call Center and provide its company name and the appropriate Parata Product number, store number and location. Live telephone support will be available to the Customer from the Call Center via the toll-free number listed above during the Call Center’s normal hours of operation. The Call Center telephone support will answer Customer questions, provide updated pricing and other information pertaining to Parata, provide live technical support and troubleshooting, and will initiate field dispatches in accordance with the terms of the applicable Maintenance Services plan.

NOTE: All calls will be handled by the Call Center in the order in which they are received. Customer calls to the Call Center during off hours will be received by the Call Center’s answering service and promptly returned by Call Center representatives in the order received the next business day.

**UNIVERSAL**

Parata will provide the following Maintenance Services for the fees indicated on the applicable Contract:

1. Provision of no-cost updates to the Parata Original Equipment Manufacturer (O.E.M.) Software, and installation services to install the OEM Updates, if determined necessary by Parata, at no additional charge. Parata will not provide updates to non-OEM software provided by a third-party organization.
2. Parata will use commercially reasonable efforts to repair any errors or defects in the Parata Product so that it performs in all material respects in accordance with its Functional Specifications, at no additional charge to Customer (including parts, labor, travel, living and shipping expenses).



3. The Call Center will provide live technical support and troubleshooting and will initiate field dispatches. Any call received relating to a malfunctioning or inoperative Parata Product shall be handled first through live telephone support/troubleshooting from the Call Center, which shall attempt to determine the cause of any operational issues and resolve any such issues with store personnel by telephone within four (4) pharmacy hours (i.e., hours of normal business operation for the pharmacy). If the Call Center cannot resolve the issue within four (4) pharmacy hours (provided that any troubleshooting processes initiated within four (4) pharmacy hours has been completed) or if the Call Center determines the issue cannot be resolved through telephone or remote support, the Call Center will initiate a field dispatch.
4. Notwithstanding the above procedures, Customer may request an immediate field dispatch at any time by agreeing to pay Billable Service Fees.
5. All support requests that require a field dispatch will be categorized as either a "Red Call" or a "Blue Call." Generally speaking, a "Red Call" indicates a more serious malfunction—typically that the Parata Product is down. A "Blue Call" indicates a less serious malfunction, where the Parata Product is still functional in a limited capacity. Field technicians will be on site within twenty-four (24) hours of a Red Call and within forty-eight (48) hours of a Blue Call, excluding Parata holidays. Field dispatches will take place only within the on-site coverage hours (8:00 a.m. through 9:00 p.m., local time, seven (7) days per week excluding Parata holidays), and no field technicians will be dispatched after 6:00 p.m. unless the dispatch is a demand field dispatch for which Customer is responsible for Billable Service Fees.
6. Parata will provide preventative maintenance service visit per year as warranted by pharmacy volume and product usage (including parts, if needed). Parata shall have the right to combine the preventative maintenance service visit with another onsite service visit at Customer's Facility for any other reason. Preventative maintenance service visits shall occur not less than twelve (12) months from the date of the prior preventative maintenance service visit.
7. Parata will provide training services upon Customer request and agreement to pay Billable Service Fees for such training.
8. Supplies and Consumables are not provided as part of Maintenance Services and must be purchased and maintained on hand at the Facility by Customer.

**BILLABLE SERVICE FEES**

Billable Service Fees, as set forth below, which are subject to change annually (the "Billable Service Fees" table) shall be separately invoiced by Parata to the Customer monthly and shall in no event be deemed to be included in annual Maintenance Service fees. Customer expressly acknowledges and agrees that Parata may, in its sole discretion, refuse to provide services outside the scope of Maintenance Services described above.

1. In General. All Billable Service Fees incurred by Customer shall accrue at the then-current hourly or per-call rate established by Parata from time to time, plus the cost of travel and parts as may be required. NOTE: Unless otherwise stated, the minimum Billable Service Fee shall be \$150 per hour and a minimum of \$600, plus the cost of travel expenses of field technicians and parts, as may be required. Billable Services are subject to prior approval and resource availability.
2. Services Covered. Billable Service Fees shall be incurred for exclusions from Parata's maintenance obligations (whether during the Warranty Period or the Support Term) as described above or elsewhere, including Maintenance Services Exclusions, as well as Field Service Dispatches, Preventive Maintenance Dispatches, Training Services, and Customer Features/Reporting Requests as described above. Parata will provide a quote for any Billable Services and will proceed upon receipt purchase order from Customer.

Billable Service Fees (subject to change)		
Description	Availability (Times are local to Pharmacy)	Fee
FSE Dispatch Demand *	Monday – Friday 8AM – 6PM	\$150/Hour (4 Hour Minimum)
FSE Dispatch (After Hours Weekdays/Saturday)	Monday – Friday (6PM – 12AM) Saturday (8AM – 6PM)	\$225/Hour (4 Hour Minimum)



FSE Dispatch (Sundays)	Sunday (8AM – 6PM)	\$300/Hour (4 Hour Minimum)
Preventive Maintenance (Additional – Upon Request)	Monday – Friday 8AM – 6PM	\$1,000 Per Asset
Preventive Maintenance (After Hours Weekdays/Saturday)	Monday – Friday (6PM – 12AM) Saturday (8AM – 6PM)	\$1,500 Per Asset
Preventive Maintenance (Sundays)	Sunday (8AM – 6PM)	\$2,000 Per Asset
Additional Operator Training (Onsite)	Monday – Friday 8AM – 6PM	\$1,200 Per Day
Customer Technical Training (Parata Headquarters)	Monday – Friday 8AM – 6PM	\$7,500 – First Student \$5,000 – Per Additional Student
Software Upgrades	As requested	Varies by product
Host Interface/Customer Environment Changes Support – PTAC	Monday – Friday 8AM – 6PM	\$100/Hour (2 Hour Minimum)

\* Customer wishes to by-pass PTAC 4-hour opportunity to resolve the issue over the phone and have FSE dispatched. FSE must be available to meet the response request.

**PARTS**

Replacement parts may be new or reconditioned to perform as new. Parts removed from a Parata Product and replaced without charge become the property of Parata.