

ARC

20



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
NEW HAMPSHIRE HOSPITAL

Lori A. Weaver
Commissioner

36 CLINTON STREET, CONCORD, NH 03301
603-271-5300 1-800-852-3345 Ext. 5300

Fax: 603-271-5395 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

Ellen M. Lapointe
Chief Executive Officer

February 23, 2024

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, New Hampshire Hospital, to amend an existing contract with Minuteman Security Technologies, Inc. (VC #161905), Andover, MA for inspection, testing, preventative maintenance, and repairs for life safety systems at New Hampshire Hospital, seven satellite buildings located at the Hugh J. Gallen State Office Complex, and the planned New Hampshire Forensic Hospital (NHFH) when it is placed in service, by exercising a contract renewal option to extend the completion date from June 30, 2024 to June 30, 2027 and increase the price limitation by \$135,000 from \$120,000 to \$255,000, effective July 1, 2024, upon Governor and Council approval. 69% General Funds. 31% Other Funds (Provider and Intra-Agency).

The original contract was approved by Governor and Council on September 11, 2020, item #9.

Funds are available in the following account for State Fiscal Year 2025, and are anticipated to be available in State Fiscal Years 2026 and 2027, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-094-940010-8410-048-500226 Health and Social Services, Dept of Health and Human Services, HHS: New Hampshire Hospital, NHH-Facility/Patient Support

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2021	048-500226	Contractual Maint. Build-Grnds	94024000	\$30,000	\$0	\$30,000
2022	048-500226	Contractual Maint. Build-Grnds	94024000	\$30,000	\$0	\$30,000
2023	048-500226	Contractual Maint. Build-Grnds	94024000	\$30,000	\$0	\$30,000

2024	048-500226	Contractual Maint. Build- Grnds	94024000	\$30,000	\$0	\$30,000
2025	048-500226	Contractual Maint. Build- Grnds	94024000	\$0	\$45,000	\$45,000
2026	048-500226	Contractual Maint. Build- Grnds	94024000	\$0	\$45,000	\$45,000
2027	048-500226	Contractual Maint. Build- Grnds	94024000	\$0	45,000	45,000
			Total	\$120,000	\$135,000	\$255,000

EXPLANATION

The purpose of this request is to continue to provide inspection, testing, preventative maintenance, and corrective and emergency repairs to life safety systems located within the New Hampshire Hospital acute psychiatric services building, the planned New Hampshire Forensic Hospital (NHFH), and seven satellite buildings located at the Hugh J. Gallen State Office Complex, in order to maintain proper operation of those systems. The life safety systems include fire detection, security alarm, nurse call and duress call systems.

New Hampshire Hospital is a psychiatric facility with 185 licensed beds providing comprehensive psychiatric and rehabilitative services for adult and elderly populations. New Hampshire Hospital employs over 600 individuals that provide direct care, clinical, administrative and clerical support services. The proper maintenance and inspection of the life safety systems provide a high level of safety and protection to the patients, staff and visitors at the hospital.

The Contractor will inspect, test, conduct preventative maintenance, and provide corrective or emergency repairs to maintain proper operating condition of the life safety systems to ensure safety and provide protection for the patients, staff and visitors at New Hampshire Hospital.

The Department will monitor contracted services by ensuring the Contractor:

- Presents a written summary of the work performed and problems discovered before leaving the premises at New Hampshire Hospital after each scheduled or emergency call.
- Provides the Department with a complete written report documenting completed tests and inspections and describing any problems discovered no later than 30 days after each service call.

As referenced in Exhibit A of the original agreement, the parties have the option to extend the agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for three (3) of the four (4) years available.

Should the Governor and Council not authorize this request, New Hampshire Hospital may not be in compliance with Joint Commission requirements and the New Hampshire Life Safety Code as required by the Bureau of Health Facilities. In addition, the patients and employees at the hospital could be at risk due to inadequately maintained life safety systems.

Source of Federal Funds: 69% General Funds, 31% Other (Provider and Intra-Agency)
Funds.

In the event that the Other Funds become no longer available, additional General Funds
will not be requested to support this program.

Respectfully submitted,



Lori A. Weaver
Commissioner

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

This Amendment to the Fire Alarm and Life Safety System Testing and Maintenance Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Minuteman Security Technologies, Inc., ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on September 11, 2020 (Item #9), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, 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 1.3, Contractor Name, to read: Minuteman Security Technologies, Inc.
2. Form P-37 General Provisions, Block 1.4, Contractor Address, to read: One Connector Road, Andover, MA 01810.
3. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2027.
4. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$255,000.
5. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Robert W. Moore, Director.
6. Exhibit B. Scope of Services, Section 1, Statement of Work, Subsection 1.1, to read
 - 1.1. The Contractor shall provide services in this agreement to New Hampshire Hospital, which includes, but is not limited to, the primary hospital facility, the planned New Hampshire Forensic Hospital (NHFH), and seven satellite buildings on the grounds at Hugh J. Gallen State Office Complex, 36 Clinton Street, Concord, New Hampshire, listed below:
 - 1.1.1. Howard Recreational Building.
 - 1.1.2. Pond Place.
 - 1.1.3. Bayberry House.
 - 1.1.4. Yellow House.
 - 1.1.5. Brick House.
 - 1.1.6. Grey House.
 - 1.1.7. Cottage House.
7. Modify Exhibit B-1, Equipment List, by replacing it in its entirety with Exhibit B-1 Amendment #1, Equipment List, which is attached hereto and incorporated by reference

herein.

8. Modify Exhibit C, Payment Terms, Section 3, Subsection 3.1, to read:

3.1. The Department will reimburse the Contractor up to twenty-five percent (25%) of the annual cost for each life safety system listed in Section 4, Table 4.1 below in accordance with the inspection and testing schedule referenced in Exhibit B, after completion and approval by the Department for the activities in the scope of work.

9. Modify Exhibit C, Payment Terms, Section 3, Subsection 3.2, to read:

3.2. The Department will reimburse the Contractor for corrective or emergency repairs based on the actual expenditures for labor and parts, in accordance with Exhibit B Section 3, Scope of Services, at the rates in Section 4, Table 4.1 below.

10. Modify Exhibit C, Payment Terms, Section 4, Table 4.1, to read:

Table 4.1

Service Type:	Amount
Section 1 Annual Testing Cost: Effective July 1, 2024	
Annual Testing Cost for Fire Detection Systems:	\$32,105.00
Annual Testing Cost for Pharmacy Security Systems:	\$1,485
Annual Testing Cost for Nurse Call System:	\$3,997.00
Annual Testing Cost for Duress Call System:	\$1,485.00
Total Annual Testing Cost for all 4 systems above:	\$39,072.00
Section 2 Corrective and Emergency Repair Hourly Labor Rates Effective July 1, 2024	
A. Scheduled Repair Service, Labor Cost per hour:	\$154
B. Emergency Services Calls (during normal business hours*), Labor Cost per hour:	\$231
C. Emergency Service Calls (outside of normal business hours*), Labor Cost per hour:	\$231
*Normal business hours are from 7:00 am to 3:30 PM, Monday through Friday, excluding holidays for State Employees (http://www.admin.state.nh.us/hr/index.html).	

11. Modify Exhibit I, Health Insurance Portability and Accountability Act Business Associate Agreement, Section 2, Business Associate Use and Disclosure of Protected Health Information, Subsection a, to read:

a. Business Associate shall not use, disclose, maintain or transmit Protected Health

Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit B of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

DS
KB
5/22/2024

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2024 upon Governor and Council approval.

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

State of New Hampshire
Department of Health and Human Services

1/23/2024

Date

DocuSigned by:

Ellen Marie Lapointe

Name: Ellen Marie Lapointe

Title: Chief Executive officer

Minuteman Security Technologies, Inc.

DocuSigned by:

Kevin Burgess

Name: Kevin Burgess

Title: Regional Vice President

1/22/2024

Date

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

OFFICE OF THE ATTORNEY GENERAL

1/26/2024

Date

DocuSigned by:
Robert Guarino
Name: Robert 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:



**New Hampshire Department of Health and Human Services
Fire Alarm and Life Safety System Testing and Maintenance**

Exhibit B-1 Amendment #1, Equipment List

EQUIPMENT LIST

LIST OF FIRE DETECTION EQUIPMENT APS BUILDING:

Item	Quantity
APS Building (APS)	
Hochiki Fire Alarm Nodes	7
Heat detectors	190
Preaction Heat Detectors	606
Smoke detectors	503
Duct smoke detectors	163
Pull Stations	55
Audio/Visual units	141
Visual Units	48
Magnetic door holders	74

LIST OF SECURITY ALARM EQUIPMENT APS BUILDING:

Item	Quantity
Digital Monitoring Products 7000 Series Thinline	1
Aqualite Keypads	2
Door Sensors	3
Motion Sensors	0

NURSE CALL EQUIPMENT - APS - I & J UNITS:

Item	Quantity	Equipment Number	Location
Tektone Master Term.	2	NC415AV	I & J Units
Speakers	49	5120-9416	I & J Units
Stations	14	5001-9330	I & J Units
Stations	26	5001-9331	I & J Units
Stations	3	5001-9435	I & J Units
Stations	9	5001-9332	I & J Units
Stations	41	5001-9660	I & J Units
Stations	1	5001-9092	I & J Units
Stations	3	5001-9505	I & J Units
Stations	3	5001-9014	I & J Units
Status Lamps	7	5001-9279	I & J Units
Status Lamps	39	5001-9375	I & J Units
Status Lamps	6	5001-9378	I & J Units
Stations	33	SF338	I & J Units
Power Amplifier	1	5100-9411	I201
128 Point CPU	1	5011-9092	I201

RFP-2021-NHH-01-FIREA-01

Exhibit B-1 Equipment List, Amend. #1

Contractor Initials

DS
KB

Norris, Inc.

Page 1 of 2

Date 1/22/2024



**New Hampshire Department of Health and Human Services
Fire Alarm and Life Safety System Testing and Maintenance**

Exhibit B-1 Amendment #1, Equipment List

NURSE CALL EQUIPMENT - APS - UNITS C, D, E, F, G & H: DUKANE PROCARE 2000

Item	Number
Master Station	6
Central Equipment & Termination Assembly	6
Call Only Buttons	254
Call and Cancel Key Enabled Station	96
Corridor Lights	157

NURSE CALL EQUIPMENT- APS – ISU UNIT

Ascom Telligence Master Station	1
Sub Master Station	3
Key Switch	14
Cancel Pad	14
Patient Room Button	14
Patient Bath Button	18
Dome Lights	15

LIST OF DURESS ALARM EQUIPMENT APS BUILDING:

Item	Number
DMP LT-1273	1
Push Button, Key Reset Activators	20

^{DS}
KB

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 MINUTEMAN SECURITY TECHNOLOGIES, INC is a Massachusetts Profit Corporation registered to transact business in New Hampshire on November 05, 2015. 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: 734312

Certificate Number : 0006548885



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 22nd day of January A.D. 2024.

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

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, Joseph E. Lynch, hereby certify that:

1. I am a duly elected Clerk/Secretary/Officer of Minuteman Security Technologies, Inc
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 January 2, 2024 at which a quorum of the Directors/shareholders were present and voting.

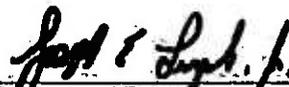
VOTED: That Kevin Burgess

is duly authorized on behalf of Minuteman Security Technologies, Inc. to enter into contracts or agreements with the State of New Hampshire

and any of its agencies or departments and further is authorized to execute any and all documents, agreement 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 forty-five (45) days prior to and remains valid for forty-five (45) 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: 01/24/2024



Signature of Elected Officer
Name: Joseph E. Lynch
Title: CEO / Secretary

Policy Number: 711-01-78-94-0001

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**BROAD FORM GENERAL LIABILITY ENDORSEMENT –
TECHNOLOGY COMPANIES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This endorsement extends certain coverages. The following listing and the headers in this endorsement are only for convenience. Provisions in this endorsement might be modified by other endorsements. Read the entire policy carefully to determine rights, duties and what is and is not covered.

<p>A. Section I – Coverages</p> <ol style="list-style-type: none"> 1. Expected or Intended Injury (Property Damage) 2. Non-Owned Aircraft and Watercraft Under 55 Feet 3. Broadened Property Damage – Rented Premises, Borrowed Equipment and Use of Elevators 4. Personal and Advertising Injury Exclusions <ol style="list-style-type: none"> a. Insureds in Media and Internet Type Businesses b. Electronic Chatrooms or Bulletin Boards 5. Medical Payments – Increased Limits and Time Period 6. Product Recall Expense Coverage 7. Supplementary Payments – Cost of Bail Bonds and Loss of Earnings <p>B. Section II – Who is an Insured</p> <ol style="list-style-type: none"> 1. Broadened Named Insured 2. Additional Insured – Broad Form Vendor 3. Additional Insured – Written Contract, Agreement, Permit or Authorization 	<ol style="list-style-type: none"> 4. Incidental Malpractice by Employed Physicians, Nurses, EMTs and Paramedics 5. User of Covered Watercraft 6. Newly Acquired or Formed Organizations <p>C. Section III – Limits of Insurance – Aggregate Limit Per Location</p> <p>D. Section IV – Commercial General Liability Conditions</p> <ol style="list-style-type: none"> 1. Duties in Event of Occurrence, Offense, Claim or Suit 2. Waiver of Subrogation When Required by Written Contract or Agreement <p>E. Section V – Definitions</p> <ol style="list-style-type: none"> 1. Bodily Injury – Includes Mental Anguish 2. Coverage Territory – Worldwide 3. Mobile Equipment – Self-Propelled Snow Removal, Road Maintenance and Street Cleaning Equipment Less than 1,000 Pounds Gross Vehicle Weight
---	---

A. Section I – Coverages**1. Expected or Intended Injury (Property Damage)**

The following is added to Exclusion 2.a. **Expected Or Intended Injury of Section I – Coverages – Coverage A – Bodily Injury and Property Damage Liability:**

This exclusion does not apply to “property damage” resulting from the use of reasonable force to protect persons or property.

2. Non-Owned Aircraft and Watercraft Under 55 Feet

a. The following is added to Exclusion 2.g. **Aircraft, Auto or Watercraft of Section I – Coverages – Coverage A – Bodily Injury and Property Damage Liability:**

This exclusion does not apply to an aircraft that is:

- (a) Hired, chartered or loaned with a paid crew; and
- (b) Not owned by any insured.

b. The following replaces Exclusion 2.g.(2)(a) of **Section I – Coverages – Coverage A – Bodily Injury and Property Damage Liability:**

- (a) Less than 55 feet long; and

- c. The following is added to Paragraph **b.(1)** in Paragraph **4. Other Insurance of Section IV – Commercial General Liability Conditions:**

This insurance is excess over any of the other valid and collectible insurance available to the insured that provides coverage for aircraft or watercraft not owned by any insured, whether such insurance is primary, excess, contingent or on any other basis.

3. Broadened Property Damage – Rented Premises, Borrowed Equipment and Use of Elevators

- a. The following is added to Exclusion **2.j. Damage To Property of Section I – Coverages – Coverage A – Bodily Injury and Property Damage Liability:**

Paragraph **(1)** of this exclusion does not apply to "property damage" to real property you rent or temporarily occupy with permission of the owner.

Paragraph **(4)** of this exclusion does not apply to "property damage" to equipment you borrow while at a job site if the equipment is not being used by anyone to perform work or operations at the time of loss.

Paragraphs **(3), (4)** and **(6)** of this exclusion do not apply to "property damage" arising out of the use of elevators at premises you own, rent, lease or occupy.

- b. The following replaces Paragraph **6. of Section III – Limits Of Insurance:**

6. Subject to Paragraph **5.** above, the Damage to Premises Rented to You Limit shown in the Declarations is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises while rented to you or occupied by you with permission of the owner. If a Damage to Premises Rented to You Limit is not shown in the Declarations, that Limit will be \$500,000.

- c. The following is added to Paragraph **b.(1)** of Paragraph **4. Other Insurance of Section IV – Commercial General Liability Conditions:**

This insurance is excess over any of the other valid and collectible insurance available to the insured that provides coverage for real property you rent or temporarily occupy with the permission of the owner, borrowed equipment or use of elevators, whether such insurance is primary, excess, contingent or on any other basis.

4. Personal and Advertising Injury Exclusions

- a. **Insureds in Media and Internet Type Businesses**

The following replaces Exclusion **2.j. Insureds In Media And Internet Type Businesses of Section I – Coverages – Coverage B – Personal and Advertising Injury Liability:**

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting; or
 (2) Designing or determining content of web sites for others.

However, this exclusion does not apply to Paragraphs **14.a., b.** and **c.** of "personal and advertising injury" under the Definitions section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising for you, is not by itself considered the business of advertising, broadcasting, publishing or telecasting.

- b. **Electronic Chatrooms or Bulletin Boards**

The following replaces Exclusion **2.k. Electronic Chatrooms Or Bulletin Boards of Section I – Coverages – Coverage B – Personal and Advertising Injury Liability:**

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns or maintains for others.

5. Medical Payments – Increased Limits and Time Period

The following provisions are modified only if Coverage **C** is not otherwise excluded by the provisions of this Coverage Part or any endorsement.

- a. The following replaces Paragraph **a.(3)(b)** in Paragraph **1. Insuring Agreement of Section I – Coverage C – Medical Payments:**

(b) The expenses are incurred and reported to us within three years of the date of the accident; and

- b. The following is added to Paragraph 7. of **Section III – Limits Of Insurance:**

The Medical Expenses Limit for Coverage C is the greater of \$15,000 per person or the amount shown in the Declarations.

6. Product Recall Expense Coverage

- a. The following is added to **Section I – Coverages:**

Product Recall Expense Schedule	
Product Recall Aggregate Limit	\$ 50,000
Each Product Recall Limit	\$ 25,000
Each Product Recall Deductible	\$1,000
The limits and deductible in this Schedule apply to Product Recall Expense Coverage unless other amounts are shown in the Declarations.	

PRODUCT RECALL EXPENSE COVERAGE

We will pay "product recall expense" incurred by you or on your behalf for a "covered recall" to which this insurance applies. This insurance applies to "product recall expense" for a "covered recall" that takes place in the "coverage territory" and during the policy period. The amount we will pay for "product recall expense" is limited as described in **Section III – Limits Of Insurance.**

We will only pay the amount of "product recall expense" in excess of the Each Product Recall Deductible shown in the Schedule above. You must pay the Each Product Recall Deductible for each "covered recall" that is initiated.

- b. The following is added to **Section III – Limits Of Insurance:**

The Product Recall Aggregate Limit shown in the Schedule above is the most we will pay for the sum of all "product recall expense" incurred for all "covered recalls" initiated during the policy period.

Subject to the Product Recall Aggregate Limit, the Each Product Recall Limit shown in the Schedule above is the most we will pay for all "product recall expenses" arising out of any one "covered recall" for the same defect or deficiency.

- c. The following is added **Section IV – Commercial General Liability Conditions:**

Duties In The Event Of "Covered Recall"

1. You must report a "covered recall" to us as soon as practicable and no later than 30 days after you discover or are made aware of such recall.
2. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.
3. You must see to it that the following are done as soon as practicable after an actual or anticipated "covered recall" that may result in "product recall expense":
 - (a) Give us notice of any discovery or notification that "your product" must be withdrawn or recalled, including a description of "your product" and the reason for the withdrawal or recall;
 - (b) Cease any further release, shipment, consignment or any other method of distribution of such product, as well as any similar products, until it has been determined that all such products are free from defects that could result in "product recall expense";
 - (c) As often as may be reasonably required, permit us to:
 - (1) Inspect "your product" and take damaged and undamaged samples of "your products" for inspection, testing and analysis; and
 - (2) Examine and make copies from your books and records;
 - (d) Within 60 days of our request and providing you the necessary forms, send us a signed, sworn proof of loss containing the information we request to settle the claim; and

- (e) Permit us to examine any insured under oath, while not in the presence of any other insured, at such times as may reasonably be required, about any matter relating to this insurance or your claim, including an insured's books and records. An insured's answers to the examination must be signed.

d. The following are added to **Section V – Definitions**:

"Covered recall" means a recall of "your product" made necessary because the insured or a government entity has determined that a known or suspected defect, deficiency, inadequacy or dangerous condition in "your product" has resulted in, or will result in, "bodily injury" or "property damage".

"Product recall expense":

- a. Means the following necessary and reasonable extra expenses incurred by you or on your behalf exclusively for the purpose of recalling "your product":
 - (1) Expenses for communications, including broadcast announcements or printed "advertisements" and associated stationery, envelopes and postage;
 - (2) Expenses for shipping the recalled products from any purchaser, distributor or user to the place or places designated by you;
 - (3) Expenses for overtime paid to your regular non-salaried "employees";
 - (4) Expenses for hiring "temporary workers";
 - (5) Expenses incurred by "employees", including transportation and accommodations;
 - (6) Expenses to rent additional warehouse or storage space; or
 - (7) Expenses for proper disposal of "your product" if the disposal is necessary to avoid "bodily injury" or "property damage" and is other than regularly used to discard, trash or dispose of "your product".
- b. Does not include the following:
 - (1) Damages, fines or penalties;
 - (2) Defense expenses;
 - (3) The cost of regaining your market share, goodwill, revenue or profit; or
 - (4) Any expenses resulting from:
 - (a) Failure of any product to accomplish its intended purpose;
 - (b) Breach of warranties of fitness, quality, durability or performance;
 - (c) Loss of customer approval, or any cost incurred to regain customer approval;
 - (d) Redistribution or replacement of "your product" that was recalled with like products or substitutes;
 - (e) The insured's caprice or whim;
 - (f) A condition any insured knew, or had reason to know, of at the inception of this insurance that was likely to cause loss; or
 - (g) Recall of "your products" that have no known or suspected defect solely because a known or suspected defect in another of "your products" has been found.

7. Supplementary Payments – Cost of Bail Bonds and Loss of Earnings

The following replaces Paragraphs 1.b. and 1.d. of **Supplementary Payments – Coverages A and B** in **Section I – Coverages**:

- b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.

B. Section II – Who is an Insured**1. Broadened Named Insured**

Section II – Who Is An Insured is amended to include as a Named Insured any legally incorporated entity in which you maintain ownership of more than 50 percent of the voting stock on the effective date of this endorsement, but only if there is no other similar insurance available to that organization. This insurance does not apply to any organization that is an insured under another policy or would be an insured under such policy but for its termination or the exhaustion of its limits of insurance.

2. Additional Insured – Broad Form Vendor

a. **Section II – Who Is An Insured** is amended to include as an additional insured any person or organization (referred to below as “vendor”) with whom you have agreed in a written contract or agreement to provide insurance, but only with respect to “bodily injury” or “property damage” arising out of “your products” that are distributed or sold in the regular course of the vendor’s business. But none of these vendors are an additional insured:

- (1) If the “products-completed operations hazard” is excluded under the Coverage Part or by endorsement;
- (2) If the vendor is a person or organization from whom you have acquired the products, or any ingredient, part or container entering into, accompanying or containing those products;
- (3) For “bodily injury” or “property damage” for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement unless that the vendor would have otherwise been liable for such “bodily injury” or “property damage” in the absence of that contract or agreement; or
- (4) For “bodily injury” or “property damage” caused by or arising out of:
 - (a) Any express warranty not authorized by you;
 - (b) Any physical or chemical change in the product made intentionally by the vendor;
 - (c) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (d) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (e) Operations to demonstrate, install, service or repair, except those operations performed at the vendor’s premises in connection with the sale of the product;
 - (f) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - (g) The sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf, unless such act or omission is:
 - (i) In the course of repackaging “your products” in the original container after unpacking solely for the purpose of inspection, demonstration, testing or the substitution of parts under instructions from the manufacturer;
 - (ii) A demonstration, installation, servicing or repair operation of “your products” performed at the vendor’s premises in connection with the sale of the product; or
 - (iii) An inspection, adjustment, test or servicing of “your products” the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

b. The insurance afforded to such vendor under Paragraph a. above:

- (1) Applies only to the extent permitted by law; and
- (2) Will not be broader than that which you are required by the contract or agreement to provide to such vendor.

c. The following is added to **Section III – Limits Of Insurance**:

The most we will pay on behalf of a vendor that qualifies as an additional insured is the amount of insurance:

- a. Required by the contract or agreement; or
- b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less. This provision does not increase the applicable Limits of Insurance shown in the Declarations.

3. Additional Insured – Written Contract, Agreement, Permit or Authorization

a. **Section II – Who Is An Insured** is amended to include as an additional insured any person or organization with whom you have agreed in a written contract, agreement, permit or authorization to provide insurance but only with respect to liability for injury or damage caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf for:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" in the performance of your ongoing operations, and only until your operations are completed, for such person or organization at the location designated in the contract, agreement, permit or authorization;
- (2) "Bodily injury", "property damage" or "personal and advertising injury" in the maintenance, operation or use of equipment leased to you by such person or organization; or
- (3) "Bodily injury", "property damage" or "personal and advertising injury" in connection with premises you own, rent, lease or occupy.

b. The insurance afforded to an additional insured under Paragraph a. above does not apply:

(1) Unless:

- (a) The contract or agreement is executed, or the permit or authorization is issued, before the "bodily injury", "property damage" or "personal and advertising injury" occurs; and
- (b) The contract, agreement, permit or authorization is in effect or becomes effective during the policy period.

(2) To any:

- (a) Person or organization included as an insured under any other provision of this policy, including this or any other endorsement;
- (b) Lessor of equipment after the equipment lease terminates or expires;
- (c) Owner or other interests from whom land has been leased;
- (d) Manager or lessor of premises if:
 - (i) The "occurrence" takes place after you cease to be a tenant in that premises; or
 - (ii) The "bodily injury", "property damage" or "personal and advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
- (e) Person or organization if the "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (i) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (ii) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services; or

- (f) "Bodily injury" or "property damage" occurring after:
 - (i) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - (ii) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
 - c. The insurance afforded to an additional insured under Paragraph a. above:
 - (1) Applies only to the extent permitted by law; and
 - (2) Will not be broader than that which you are required by the contract, agreement, permit or authorization to provide to such additional insured.
 - d. With respect to the insurance afforded to an additional insured under Paragraph a. above:
 - (1) The following is added to Paragraph 4. **Other Insurance of Section IV – Commercial General Liability Conditions:**

Regardless of the provisions of Paragraphs a. and b. above, this insurance is primary to, and will not seek contribution from, any other insurance available to an additional insured if:

 - (1) Such additional insured is a Named Insured under that other insurance; and
 - (2) You have agreed in the contract, agreement, permit or authorization that this insurance would be primary and would not seek contribution from any other insurance available to such additional insured.
 - (2) The following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

 - a. Required by the contract, agreement, permit or authorization; or
 - b. Available under the applicable Limits of Insurance shown in the Declarations;whichever is less. This provision does not increase the applicable Limits of Insurance shown in the Declarations.
- 4. Incidental Malpractice by Employed Physicians, Nurses, EMTs and Paramedics**
- a. The following is added to Paragraph 2.a.(1)(d) of **Section II – Who Is An Insured:**

But an "employee" or "volunteer worker" employed or volunteering as a physician, dentist, nurse, emergency medical technician or paramedic is an insured if you are not engaged in the business or occupation of providing professional health care services.
 - b. The following is added to Paragraph b.(1) in Paragraph 4. **Other Insurance of Section IV – Commercial General Liability Conditions:**

This insurance is excess over any of the other valid and collectible insurance available to the insured for coverage for insured "employee" or volunteer worker who is a physician, dentist, nurse, emergency medical technician or paramedic, whether such insurance is primary, excess, contingent or on any other basis.
- 5. User of Covered Watercraft**
- a. **Section II – Who Is An Insured** is amended to include as an additional insured any person or organization who uses, or is responsible for the use of, a watercraft covered by this policy if the use is with your express or implied consent. But no such person or organization is an insured with respect to:
 - a. "Bodily injury" to that person's or organization's "employee"; or
 - b. "Property damage" to property:
 - (1) Owned, occupied or used by; or
 - (2) In the care, custody or control of, rented to or over which physical control is being exercised for any purpose by;that person or organization.

- b. The following is added to Paragraph b.(1) in Paragraph 4. **Other Insurance of Section IV – Commercial General Liability Conditions:**

This insurance is excess over any of the other valid and collectible insurance available to the insured for use of, or responsibility for use of, a watercraft covered by this policy, whether such insurance is primary, excess, contingent or on any other basis.

6. Newly Acquired or Formed Organizations

The following replaces Paragraph 3.a. of **Section II – Who Is An Insured:**

- a. Coverage under this provision is afforded only until the end of the policy period;

C. Section III – Limits of Insurance – Aggregate Limit Per Location

The following is added to Paragraph 2. of **Section III – Limits Of Insurance:**

The General Aggregate Limit applies separately to each "location" of yours. As used in this provision, "location" means premises you own, rent or lease involving the same or connecting lots, or whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

D. Section IV – Commercial General Liability Conditions

1. Duties in the Event of Occurrence, Offense, Claim or Suit

The following is added to Paragraph 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – Commercial General Liability Conditions:**

The requirements that you must notify us of an "occurrence", offense, claim or "suit", or send us documents concerning a claim or "suit", apply only if the "occurrence", offense, claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) An "executive officer" or insurance or risk manager, if you are a corporation; or
- (4) A manager, if you are a limited liability company.

The requirement that you must notify us as soon as practicable of an "occurrence" or an offense that may result in a claim does not apply if you report the "occurrence" or offense to your workers' compensation insurer and that "occurrence" or offense later develops into a liability claim for which coverage is provided by this policy. But as soon as you become aware that an "occurrence" or offense is a liability claim rather than a workers' compensation claim, you must comply with all parts of Paragraph 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – Commercial General Liability Conditions.**

2. Waiver of Subrogation When Required by Written Contract or Agreement

The following is added to Paragraph 8. **Transfer of Rights of Recovery Against Others to Us of Section IV – Commercial General Liability Conditions:**

We will waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" included within the "products-completed operations hazard" if the operations or work is done under a written contract or agreement with that person or organization, but only if the contract or agreement is executed before the "bodily injury" or "property damage" occurs and requires you to waive your rights of recovery.

E. Section V – Definitions

1. Bodily Injury – Includes Mental Anguish

The following is added to Paragraph 3. of **Section V – Definitions:**

"Bodily injury" includes mental anguish resulting from bodily injury, sickness, or disease sustained by a person at any time.

2. Coverage Territory – Worldwide

The following replaces Paragraph 4. of **Section V – Definitions:**

- 4. "Coverage territory" means anywhere other than a country or jurisdiction that is subject to trade or other economic sanction or embargo by the United States of America. But the insured's

responsibility to pay damages must be determined in a settlement we agree to or in a "suit" on the merits brought within the United States of America (including its territories and possessions), Puerto Rico or Canada.

3. Mobile Equipment – Self-Propelled Snow Removal, Road Maintenance and Street Cleaning Equipment Less than 1,000 Pounds Gross Vehicle Weight

The following is added after Paragraph 12.f.(1) of Section V – Definitions:

But a self-propelled vehicle of less than 1,000 pounds gross vehicle weight that is maintained primarily for purposes other than transportation of persons or cargo with permanently attached equipment for snow removal, road maintenance (other than construction or resurfacing) or street cleaning will be considered "mobile equipment" and not an "auto".

4
mar

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
NEW HAMPSHIRE HOSPITAL

Lori A. Shiblette
 Commissioner

Heather M. Moquin
 Chief Executive Officer

36 CLINTON STREET, CONCORD, NH 03301
 603-271-5300 1-800-852-3345 Ext. 5300
 Fax: 603-271-5395 TDD Access: 1-800-735-2964
 www.dhhs.nh.gov

August 10, 2020

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, New Hampshire Hospital, to enter into a contract with Norris, Inc. (VC#174010), Saco, Maine in the amount of \$120,000 for the provision of inspecting, testing, preventative maintenance, and repairs for life safety systems at New Hampshire Hospital and seven satellite buildings located at the Hugh J. Gallen State Office Complex, with the option to renew for up to four (4) additional years, effective upon Governor and Council approval through June 30, 2024. 70% General Funds, 30% Other Funds (Provider and Intra-Agency).

05-95-94-940010-8410-048-500226 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: NEW HAMPSHIRE HOSPITAL, NEW HAMPSHIRE HOSPITAL, NHH-FACILITY/PATIENT SUPPORT

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2021	048-500226	Contractual Maint. Build-Grnds	94024000	\$30,000
2022	048-500226	Contractual Maint. Build-Grnds	94024000	\$30,000
2023	048-500226	Contractual Maint. Build-Grnds	94024000	\$30,000
2024	048-500226	Contractual Maint. Build-Grnds	94024000	\$30,000
			Total	\$120,000

EXPLANATION

The purpose of this request is to maintain proper operation of life safety systems located within the New Hampshire Hospital building and seven satellite buildings located at the Hugh J. Gallen State Office Complex through the provision of inspections, testing, preventative maintenance, and repairs of the fire detection, security alarm, nurse call and duress call systems.

The Contractor will inspect, test, conduct preventative maintenance, and provide corrective or emergency repairs to maintain proper operating condition of the life safety systems to ensure safety and provide protection for the patients, staff and visitors at New Hampshire Hospital and the seven satellite buildings at the Hugh J. Gallen State Office Complex

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

The Department will monitor contracted services using the following reporting requirements:

- The Contractor will present a written summary of the work performed and problems discovered before leaving the premises after each scheduled or emergency call.
- The Contractor will provide the Department with a complete written report documenting completed tests and inspections and describing any problems discovered no later than 30 days after each service call.
- The Contractor will provide a 'not to exceed' estimate for parts and labor before starting corrective or repair work.

The Department selected the Contractor through a competitive bid process using a Request for Proposals (RFP) that was posted on the Department's website from 5/15/2020 through 6/16/2020. The Department received one (1) response that was reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

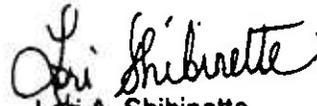
As referenced in Exhibit A, Revisions to Standard Contract Provisions, Section 1, Revisions to Form P-37, General Provisions, Subsection 1.1 of the attached contract, the parties have the option to extend the agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Executive Council not approve this request, New Hampshire Hospital may not be in compliance with Joint Commission requirements and the New Hampshire Life Safety Code as required by the Bureau of Health Facilities. In addition, patients and employees at the hospital and satellite locations could be at risk due to inadequately maintained life safety systems.

Area served: Concord.

In the event that the Other Funds become no longer available, additional General Funds will not be requested to support this program.

Respectfully submitted,


Lori A. Shibinette
Commissioner



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

**Fire Alarm and Life Safety System
Testing and Maintenance Services**

RFP Name

RFP-2021-NMH-01-FIREA

RFP Number

Reviewer Names

Bidder Name

1. Norris Inc

Pass/Fail	Maximum Points	Actual Points
	100	92

1. John Wheeler

2. Allen Coen

3. Daniel Rinden

Subject: Fire Alarm and Life Safety System Testing and Maintenance Services (RFP-2021-NHH-01-FIREA-01)

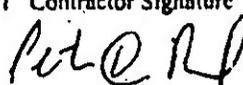
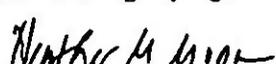
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 Norris, Inc.		1.4 Contractor Address 42 Industrial Park Rd. Saco, ME 04072	
1.5 Contractor Phone Number (800) 370-3473	1.6 Account Number 05-095-094-9400- 841000000-94024000	1.7 Completion Date June 30, 2024	1.8 Price Limitation \$120,000
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature  Date: 8/6/2020		1.12 Name and Title of Contractor Signatory PETER D. REES, VICE PRESIDENT OF SALES	
1.13 State Agency Signature  Date: 8/17/2020		1.14 Name and Title of State Agency Signatory Heather M Mignin CEO	
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: <u>Catherine Pinos</u> On: <u>08/17/20</u>			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials PR
 Date 8/6/2020

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 PR
Date 8/1/2000

8. EVENT OF DEFAULT/REMEDIES.

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

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

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

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

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

9. TERMINATION.

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

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

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor Initials PR
Date 8/6/2016

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
Fire Alarm and Life Safety System Testing and Maintenance Services



EXHIBIT A

REVISIONS TO STANDARD CONTRACT PROVISIONS

1. Revisions to Form P-37, General Provisions

- 1.1. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:
 - 3.3. The parties may extend the Agreement for up to four (4) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and required governmental approval.
- 1.2. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:
 - 12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

PR

8/6/2020

New Hampshire Department of Health and Human Services
Fire Alarm and Life Safety System Testing and Maintenance Services



EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Contractor shall provide services in this agreement to New Hampshire Hospital, which includes, but is not limited to, the primary hospital facility and seven satellite buildings on the grounds at Hugh J. Gallen State Office Complex, 36 Clinton Street, Concord, New Hampshire, listed below:

- 1.1.1. Howard Recreational Building
- 1.1.2. Pond Place
- 1.1.3. Bayberry House
- 1.1.4. Yellow House
- 1.1.5. Brick House
- 1.1.6. Grey House
- 1.1.7. Cottage House

1.2. For the purposes of this agreement, all references to days shall mean business days, unless otherwise indicated as calendar days.

1.3. Testing

1.3.1. Fire Detection Systems

1.3.1.1. The Contractor will inspect and test equipment used for Fire Detection Systems (See Exhibit B-1, Equipment List), which must include:

- 1.3.1.1.1. Testing and inspecting each component of the fire alarm detection system in accordance with the appropriate codes and standards of the National Fire Protection Association (2013 NFPA 72, National Fire Alarm and Signaling Code).
- 1.3.1.1.2. Visual inspection of each piece of equipment listed in Exhibit B-1, Equipment List to ensure that each is in proper condition according to the manufacturer's specifications.
- 1.3.1.1.3. Testing each Hochiki Fire Alarm Node to ensure that each is working properly, according to the manufacturer's specifications.
- 1.3.1.1.4. Testing the pre-action of each heat detector to ensure that a proper activation signal is transmitted to and received at the main fire alarm panel and at the appropriate pre-action sprinkler system valve.

PR

8/6/2021

New Hampshire Department of Health and Human Services
Fire Alarm and Life Safety System Testing and Maintenance Services
EXHIBIT B



- 1.3.1.1.5. Testing each heat detector to ensure that each is working properly, according to the manufacturer's specifications.
 - 1.3.1.1.6. Testing each smoke detector to ensure that a proper activation signal is transmitted to and received at the main fire alarm panel.
 - 1.3.1.1.7. Testing each duct smoke detector by the introduction of test smoke into each unit's chamber to ensure that it activates the smoke damper and:
 - 1.3.1.1.8. Visually confirming that the proper operation of each smoke damper associated with each duct smoke detector by opening access doors on the ducts and ensuring the damper closes upon activation re-opens upon resetting of the smoke detector.
 - 1.3.1.1.9. Confirming and documenting that each duct smoke detector activated for each associated smoke damper.
 - 1.3.1.1.10. Reporting problems with dampers or with locating specific dampers associated with a duct smoke detector to New Hampshire Hospital's Life Safety Shop Manager.
 - 1.3.1.1.11. Testing each pull station to ensure that a proper activation signal is transmitted to and received at the main fire alarm panel, with the correct address and location.
 - 1.3.1.1.12. Reporting deficiencies identified through fire alarm pull station tests to New Hampshire Hospital's Life Safety Shop Manager.
 - 1.3.1.1.13. Testing each audio/visual (A/V) unit to ensure that proper activation of light and sound has occurred for each unit.
 - 1.3.1.1.14. Testing each visual unit to ensure that proper activation of light has occurred for each unit.
 - 1.3.1.1.15. Testing each magnetic door holder to ensure that the door releases and closes on its own.
 - 1.3.1.1.16. Testing each roll-up door to ensure that the door releases and closes on its own.
- 1.3.2. Pharmacy Security Alarm System
- 1.3.2.1. The Contractor will perform a visual inspection of each piece of equipment listed in Exhibit B-1 - Equipment List for the pharmacy security alarm system ensuring proper working condition.

PR

8/6/2020

New Hampshire Department of Health and Human Services
Fire Alarm and Life Safety System Testing and Maintenance Services
EXHIBIT B



- 1.3.2.2. The Contractor will test the pharmacy security alarm system to ensure that each initiating device activates and operates properly.
- 1.3.2.3. The Contractor will test each door sensor to ensure proper activation according to the manufacturer's specifications.
- 1.3.2.4. The Contractor will test each motion sensor to ensure proper activation according to the manufacturer's specifications.
- 1.3.3. Nurse Call System
 - 1.3.3.1. The Contractor will perform a visual inspection of each piece of equipment for the nurse call system listed in Exhibit B-1, Equipment List to ensure that each is in proper condition.
 - 1.3.3.2. The Contractor will test the nurse call system to ensure that each initiating device within the nurse call system to ensure that each initiating device activates and operates properly.
- 1.3.4. Duress Alarm System
 - 1.3.4.1. The Contractor will perform a visual inspection of each piece of equipment for the duress alarm system listed in Exhibit B-1, Equipment List and ensure proper operation of each component of the system.
 - 1.3.4.2. The Contractor will test each piece of equipment within the Duress Alarm system to ensure that each initiating device activates and operates properly.
- 1.4. Corrective or Emergency Maintenance: Repairs and Replacements of Life Safety Equipment
 - 1.4.1. The Contractor will perform corrective maintenance or emergency repairs for life safety systems during or after testing, including peripheral devices and fire alarm control panels, and all equipment listed in Exhibit B-1, Equipment List.
 - 1.4.2. Corrective maintenance, includes, but is not limited to:
 - 1.4.2.1. Cleaning smoke detectors as necessary, to mitigate the dust buildup with in the detector to prevent false alarms.
 - 1.4.2.2. Replacing batteries in applicable equipment, as needed or required by manufacturer's specification or other standard.
 - 1.4.2.3. Replacing parts, as needed or required by manufacturer's specification or other standard.
 - 1.4.3. The Contractor must obtain approval from the Department prior to repairing and/or replacing parts and must:
 - 1.4.3.1. Provide a 'not to exceed' estimate of parts and labor before starting any work.

**New Hampshire Department of Health and Human Services
Fire Alarm and Life Safety System Testing and Maintenance Services**



EXHIBIT B

- 1.4.3.2. Be willing to use parts that the Department purchases directly from a supplier whenever possible.
 - 1.4.3.3. Ensure that materials used are at the Contractor's cost by invoice.
 - 1.4.4. The Contractor must provide a detailed description for each necessary repair within twenty-four (24) hours of testing, including identifying any replacement part(s) required to restore the equipment to working order.
 - 1.4.5. The Contractor must complete all corrective repairs no later than one (1) business day from the date approval for the repair by the Department.
 - 1.4.6. The Contractor must complete each emergency repair no later than twenty-four (24) hours after notification of or approval for the repair.
 - 1.4.7. In the event that an emergency repair cannot be completed within twenty-four (24) hours, the Contractor must notify the Department. Notification must include:
 - 1.4.7.1. The reason why the repair cannot be completed.
 - 1.4.7.2. An estimated date and time for the equipment to be placed by in service.
- 1.5. Inspection and Testing Schedule
- 1.5.1. The Contractor will complete inspection and testing of the life safety systems described in Exhibit B-1, Equipment List on a schedule as follows:
 - 1.5.1.1. Inspect and Test 25% of the equipment listed in Exhibit B-1, Equipment List within the APS Building. The seven satellite buildings will be tested once annually.
 - 1.5.1.2. Schedule visits to inspect and test equipment at least two weeks prior to the equipment's inspection and testing due date.
 - 1.5.1.3. Contact the New Hampshire Hospital's Life Safety Shop Manager at least five (5) business days in advance of each scheduled visit to confirm the visit and to obtain any information on the equipment's condition in order to prepare for the visit.
 - 1.5.1.4. Ensure that each piece of equipment is inspected and tested no later than one (1) year from the most recent date of inspection and testing.

1.6. General Inspection and Testing Requirements

New Hampshire Department of Health and Human Services
Fire Alarm and Life Safety System Testing and Maintenance Services
EXHIBIT B



- 1.6.1. The Contractor will notify the Department's designee upon arrival at any testing location or building before conducting any business.
- 1.6.2. The Contractor will furnish all labor, materials, tools, equipment, diagnostic manuals, software and training necessary to properly inspect, test, service and repair the life safety systems in Section 1 Statement of Work, Subsection 1.3 Testing, Paragraphs 1.3.1 through 1.3.4. Only authorized licensed dealers shall be used to install or upgrade the Hochiki fire alarm software installed within APS fire alarm system.
- 1.6.3. The Contractor will perform the appropriate inspection, testing, and preventative maintenance in accordance with each systems' and equipment manufacturers' specifications, to include complete system performance evaluation, adjustment, calibration, and testing of the components for the Systems in Section 1 Statement of Work, Subsection 1.3 Testing, Paragraphs 1.3.1 through 1.3.4.
- 1.6.4. The Contractor will inspect, test and perform preventative maintenance to ensure proper operation of all detection and protection systems in Section 1 Statement of Work, Subsection 1.3 Testing, Paragraphs 1.3.1 through 1.3.4. and to minimize emergency unscheduled maintenance requirements on the listed equipment in Exhibit B-1, Equipment List.
- 1.6.5. The Contractor will complete each inspection, test, or preventative maintenance without the assistance of Department personnel.
- 1.6.6. The Contractor will provide field-training while on site, which includes conducting service activities for Department employees, as requested.
- 1.6.7. The Contractor will provide at the conclusion of the installation the operations and maintenance data for new parts that are installed.
- 1.6.8. The Contractor will ensure the equipment requiring inspection, testing, or preventative maintenance will only be out of service for one hour.
- 1.6.9. The Contractor will ensure each approved repair is completed during the first service call, or the next calendar day if parts must be obtained to make the repair.
- 1.6.10. The Contractor will ensure the fire detection systems and the duress alarm system are active and in operable condition 100% of the time.
- 1.6.11. The Contractor shall document any discrepancies found between the lists of equipment in Exhibit B-1, Equipment List and the equipment actually installed, and notify the Department of the discrepancy.

1.7. Safety Requirements

- 1.7.1. The Contractor must utilize safety and health training, positive reinforcement techniques, identification, evaluation and correction of

New Hampshire Department of Health and Human Services
Fire Alarm and Life Safety System Testing and Maintenance Services
EXHIBIT B



hazards and unsafe work procedures and performance to achieve regulatory compliance.

- 1.7.2. The Contractor must provide Personal Protective Equipment specific to tasks for personnel on the jobsite.
- 1.7.3. The Contractor must be aware of and participate in the NHH procedures for natural disasters, fire and emergency situations, including safe locations, exit routes, and methods for accounting for employees.

1.8. Requirements for Software and Parts

- 1.8.1. The Contractor will maintain a reasonable inventory of parts to provide for routine preventative maintenance and repairs, and use new materials, unless installation of a used part is approved in advance by the Department.
- 1.8.2. The Contractor will ensure that each replacement component that is of the same manufacturer, type and quality as that being replaced, unless the Department approves installation of an equivalent part, and:
 - 1.8.2.1. The quality of the substitute item matches the part that is replaced and is:
 - 1.8.2.1.1. Listed with Underwriters Laboratory.
 - 1.8.2.1.2. Compatible for use with associated equipment.
- 1.8.3. The Contractor agrees that the Department reserves the right to reject any replacement item.
- 1.8.4. The Contractor will provide any specialized tools and/or instruments required to test and/or analyze the systems.

1.9. Warranty

- 1.9.1. Except as otherwise specified, all new parts and labor shall be guaranteed by the Contractor against defects resulting from the use of inferior materials, equipment or workmanship for one (1) year from the date of acceptance of work by the Department.
- 1.9.2. If, within any guarantee period, repairs or changes are required in connection with guaranteed work, which in the opinion of the Department is rendered necessary as a result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with the terms of the Contract, the Contractor shall, promptly upon receipt of notice from the Commissioner, and at his own expense:
 - 1.9.2.1. Place in satisfactory condition in every particular, all such guaranteed work, and shall correct all defects therein.

PR

8/6/2020

**New Hampshire Department of Health and Human Services
Fire Alarm and Life Safety System Testing and Maintenance Services
EXHIBIT B**



- 1.9.2.2. Make good all damage to the building or site, or equipment or contents thereof, which in the opinion of the Contract Administrator, is the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with the terms of the Contract.
- 1.9.2.3. Make good any work or material, or the equipment and contents of said building or site disturbed in fulfilling any such guarantee.

1.10. Staffing

1.10.1. The Contractor will provide staff with necessary training and certification from the National Institute for Certification in Engineering Technologies (NICET) - Inspection and Testing for Fire Alarm Systems (I&TFAS). The Contractor must:

- 1.10.1.1. Provide all supervision, labor, and transportation necessary for the successful completion of the work described in this RFP.
- 1.10.1.2. Ensure, at the request of the Department, that each employee performing work in patient care areas have documentation of a criminal background check, to be completed at the expense of the Contractor, which demonstrates no criminal offenses for the employee.
- 1.10.1.3. Ensure each employee is available to complete a 30-minute NHH orientation regarding patient confidentiality and boundaries.
- 1.10.1.4. Ensure compliance with the New Hampshire Hospital Safety Guidelines.
- 1.10.1.5. Employ a sufficient number of trained technicians such that calls of any emergency nature can be answered promptly, with the technician arriving at the job site no later than three (3) hours after the call is placed.
- 1.10.1.6. Employ qualified mechanics who are trained, fully skilled and competent to perform the scope of work in this RFP.

1.11. License and Permits

1.11.1. The Contractor shall maintain all the necessary licenses, permits, and/or certifications required by Federal, State, County, and Municipal laws, ordinances, rules, and regulations for the life of the contract. The Contractor will notify the Department immediately of loss or suspension of any such licenses, permits, and/or certifications.

2. Exhibits Incorporated

PR

6/6/2020

**New Hampshire Department of Health and Human Services
Fire Alarm and Life Safety System Testing and Maintenance Services**



EXHIBIT B

- 2.1. The Contractor shall 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 I, Business Associate Agreement, which has been executed by the parties.
- 2.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 2.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

3. Reporting Requirements

- 3.1. The Contractor will present a written summary of the work performed and problems discovered after each scheduled or emergency call and obtain the signature of a Department administrator on the written summary before leaving the job site.
- 3.2. The Contractor will provide the Department with a complete written report documenting tests and inspections completed and any problems discovered within 15 days after each visit.

4. Performance Measures

- 4.1. The Department will monitor Contractor performance by the Contractor's adherence to completing work as scheduled and meeting reporting requirements.
- 4.2. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- 4.3. The Contractor may be required to provide other key data and metrics to the Department, including service data.
- 4.4. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.

5. Additional Terms

5.1. Impacts Resulting from Court Orders or Legislative Changes

- 5.1.1. 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 to achieve compliance therewith.

5.2. Credits and Copyright Ownership

- 5.2.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement: "The preparation of this (report, document etc.) was financed under a

PR

8/6/2020

New Hampshire Department of Health and Human Services
Fire Alarm and Life Safety System Testing and Maintenance Services
EXHIBIT B



Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."

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

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

5.2.3.1. Brochures.

5.2.3.2. Resource directories.

5.2.3.3. Protocols or guidelines.

5.2.3.4. Posters.

5.2.3.5. Reports.

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

6. Records

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

6.1.1. 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.

6.1.2. 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.

PK

8/11/2020

New Hampshire Department of Health and Human Services
Fire Alarm and Life Safety System Testing and Maintenance



Exhibit B-1

EQUIPMENT LIST

LIST OF FIRE DETECTION EQUIPMENT APS BUILDING:

Item	Quantity
APS Building (APS)	
Hochiki Fire Alarm Nodes	7
Heat detectors	190
Preaction Heat Detectors	606
Smoke detectors	503
Duct smoke detectors	163
Pull Stations	55
Audio/Visual units	140
Visual Units	42
Magnetic door holders	64

LIST OF SECURITY ALARM EQUIPMENT APS BUILDING:

Item	Quantity
Digital Monitoring Products 7000 Series Thinline	1
Aqualite Keypads	2
Door Sensors	3
Motion Sensors	0

NURSE CALL EQUIPMENT - APS - I & J UNITS:

Item	Quantity	Equipment Number	Location
Tektone Master Term.	2	NC415AV	I & J Units
Speakers	49	5120-9416	I & J Units
Stations	14	5001-9330	I & J Units
Stations	26	5001-9331	I & J Units
Stations	3	5001-9435	I & J Units
Stations	9	5001-9332	I & J Units
Stations	41	5001-9660	I & J Units
Stations	1	5001-9092	I & J Units
Stations	3	5001-9505	I & J Units
Stations	3	5001-9014	I & J Units
Status Lamps	7	5001-9279	I & J Units
Status Lamps	39	5001-9375	I & J Units
Status Lamps	6	5001-9378	I & J Units
Stations	33	SF338	I & J Units
Power Amplifier	1	5100-9411	I201
128 Point CPU	1	5011-9092	I201



**New Hampshire Department of Health and Human Services
Fire Alarm and Life Safety System Testing and Maintenance**

Exhibit B-1

NURSE CALL EQUIPMENT - APS - UNITS C, D, E, F, G & H: DUKANE PROCARE 2000

Item	Number
Master Station	6
Central Equipment & Termination Assembly	6
Call Only Buttons	252
Call and Cancel Key Enabled Station	96
Corridor Lights	156

NURSE CALL EQUIPMENT - APS - ISU UNIT

Ascom Telligence Master Station	1
Sub Master Station	3
Key Switch	14
Cancel Pad	14
Patient Room Button	14
Patient Bath Button	18
Dome Lights	15

LIST OF DURESS ALARM EQUIPMENT APS BUILDING:

Item	Number
DSX-Maxsys Control Communicator	1
Push Button, Key Reset Activators	37

PI2

8/6/2020

New Hampshire Department of Health and Human Services
Fire Alarm and Life Safety System Testing and Maintenance Services



EXHIBIT C

Payment Terms

1. This Agreement is funded by:
 - 1.1. 70% General funds.
 - 1.2. 30% Other funds (Provider and Intra-Agency).
2. For the purposes of this Agreement:
 - 2.1. The Department has identified the Contractor as a Contractor in accordance with 2 CFR 200.330.
 - 2.2. The Department has identified this Contract as NON-R&D, in accordance with 2 CFR §200.87.
3. Payment for Life Safety Systems testing and maintenance services shall be made as follows:
 - 3.1. The Department shall reimburse the Contractor up to twenty-five percent (25%) of the annual cost for each life safety system listed in Section 4, Tabel 4.1, Subsection 4.1.1 below, in accordance with the inspection and testing schedule referenced in Exhibit A, after completion and approval by the Department for the activities in the scope of work.
 - 3.2. The Department shall reimburse the Contractor for corrective or emergency repairs based on the actual expenditures for labor and parts, in accordance with Exhibit A Section 3, Scope of Services, at the rates in Section 4, Table 4.1, Subsection 4.1.2 below.
 - 3.3. The Department will reimburse the Contractor up to \$2,000 per State Fiscal Year for cost of parts incurred during routine maintenance and repairs, as approved by the Department.
 - 3.4. The Contractor shall submit a quarterly invoice for testing costs for each system in Section 4, Table 4.1 below, within thirty (30) days from the of the completed inspection.
 - 3.5. The Contractor shall submit individual invoices for corrective or emergency repair work according to Section 4, Table 4.1 below, within thirty (30) days from the date of service.
 - 3.6. The State shall make payment to the Contractor within sixty (60) days of receipt of each invoice approved by the Department for services provided pursuant to this Agreement.
4. Payment for Life Safety Systems testing and maintenance services shall be made per the rate schedule in Table 4.1, below:

Norris, Inc.

Exhibit C

Contractor Initials

PR

RFP-2020-NHH-01-FIREA-01

Page 1 of 4

Date

8/6/2020

Rev. 01/08/19

New Hampshire Department of Health and Human Services
Fire Alarm and Life Safety System Testing and Maintenance Services

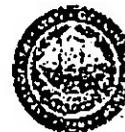


EXHIBIT C

Table 4.1

Service Type:	Amount
4.1.1 Annual Testing Cost:	
Annual Testing Cost for Fire Detection Systems:	\$20,441
Annual Testing Cost for Pharmacy Security Systems:	\$952
Annual Testing Cost for Nurse Call System:	\$2,550
Annual Testing Cost for Duress Call System:	\$952
Total Annual Testing Cost for all 4 systems above:	\$24,895
4.1.2 Corrective and Emergency Repair Hourly Labor Rates:	
A. Scheduled Repair Service, Labor Cost per hour:	\$135
B. Emergency Services Calls (during normal business hours*), Labor Cost per hour:	\$203
C. Emergency Service Calls (outside of normal business hours*), Labor Cost per hour:	\$203
*Normal business hours are from 7:00 am to 3:30 PM, Monday through Friday, excluding holidays for State Employees (http://www.admin.state.nh.us/hr/index.html).	

5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to NHHFinancialServices@dhhs.nh.gov, or invoices may be mailed to:

New Hampshire Hospital
Financial Services
36 Clinton Street
Concord, NH 03301

6. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.

Norris, Inc.

Exhibit C

Contractor Initials

PR

RFP-2020-NHH-01-FIREA-01

Page 2 of 4

Date

8/6/2020

Rev. 01/08/19

New Hampshire Department of Health and Human Services
Fire Alarm and Life Safety System Testing and Maintenance Services



EXHIBIT C

7. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
8. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
9. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
10. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
11. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
12. Audits
 - 12.1. The Contractor is required to submit an annual audit to the Department if any of the following conditions exist:
 - 12.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 12.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
 - 12.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 12.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

Norris, Inc.

Exhibit C

Contractor Initials

PP

RFP-2020-NHH-01-FIREA-01

Page 3 of 4

Date

8/6/2020

Rev. 01/08/19

**New Hampshire Department of Health and Human Services
Fire Alarm and Life Safety System Testing and Maintenance Services**



EXHIBIT C

-
- 12.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
13. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

PR

8/6/2020

New Hampshire Department of Health and Human Services
Standard Exhibits D-H



The parties agree that the Department's Standard Exhibits D through Exhibit H are not applicable to this Agreement.

Remainder of page intentionally left blank.

New Hampshire Department of Health and Human Services



Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. **"Breach"** shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. **"Business Associate"** has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. **"Covered Entity"** has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. **"Designated Record Set"** shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. **"Data Aggregation"** shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. **"Health Care Operations"** shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. **"HITECH Act"** means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. **"HIPAA"** means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. **"Individual"** shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. **"Privacy Rule"** shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. **"Protected Health Information"** shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

3/2014

Exhibit I
 Health Insurance Portability Act
 Business Associate Agreement
 Page 1 of 6

Contractor Initials

PR

Date

8/6/2020

New Hampshire Department of Health and Human Services



Exhibit I

- I. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Business Associate Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
- I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

3/2014

Contractor Initials PirDate 06/2020

New Hampshire Department of Health and Human Services



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
- o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

3/2014

Contractor Initials PRDate 8/4/2020

New Hampshire Department of Health and Human Services



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

3/2014

Contractor Initials

PR

Date

8/6/2020

New Hampshire Department of Health and Human Services



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

New Hampshire Department of Health and Human Services



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services
The State
Heather M. Moynihan
 Signature of Authorized Representative
Heather M. Moynihan
 Name of Authorized Representative
CEO
 Title of Authorized Representative
8/17/2020
 Date

Norvus Inc.
 Name of the Contractor
Peter D. Reed
 Signature of Authorized Representative
PETER D. REED
 Name of Authorized Representative
Vice President of Sales
 Title of Authorized Representative
8/16/2020
 Date

New Hampshire Department of Health and Human Services
Exhibit J



CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: NORRIS, INC

8/4/2020
Date

Peter D. Reed
Name: PETER D. REED
Title: VP OF SALES



New Hampshire Department of Health and Human Services
Exhibit J

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

- The DUNS number for your entity is: 160619946
- In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

X NO _____ YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

- Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

_____ NO _____ YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

- The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____

Contractor Initials PR
Date 6/6/2020

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

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

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



whole, must have aggressive intrusion-detection and firewall protection.

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

New Hampshire Department of Health and Human Services
Exhibit K
DHHS Information Security Requirements



the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

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

V. LOSS REPORTING

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

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

- 1. Identify Incidents;
- 2. Determine if personally identifiable information is involved in Incidents;
- 3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
- 4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov