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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF THE COMMISSIONER

Lori A. Weaver
Commissioner

Morissa S. Henn
Deputy Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9200 1-800-852-3345 Ext. 9200
Fax: 603-271-4912 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

May 2, 2025

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Office of the Commissioner, to enter into a **Retroactive, Sole Source** amendment to an existing contract with JABLINCOLN LLC (VC#499126), Epping, NH for the continued construction of a perimeter fence around Hampstead Hospital and Residential Treatment Facility, by exercising a contract renewal option by increasing the price limitation by \$165,215 from \$695,998 to \$861,213 and extending the completion date from May 31, 2025 to May 31, 2026, effective retroactive to December 5, 2024, upon Governor and Council approval. 100% General Funds.

The original contract was approved by Governor and Council on June 26, 2024, Item #21.

Funds are available in the following account for State Fiscal Year 2025, 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.

05-95-095-953010-56850000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: COMMISSIONER'S OFFICE, OFFICE OF ADMINISTRATION, MANAGEMENT SUPPORT

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2025	103-502664	Contracts for Operation Services	95308000	\$695,998	\$165,215	\$861,213
			Total	\$695,998	\$165,215	\$861,213

EXPLANATION

This request is **Sole Source** because MOP 150 requires all amendments to agreements originally approved as sole source to be identified as sole source. The Department of Safety, Division of Homeland Security and Emergency Management conducted a safety assessment of Hampstead Hospital and Residential Treatment Facility (HHRTF). One of the recommendations from that assessment was for HHRTF to build a perimeter fence around the campus to provide an increased security measure for potential external threats, and to decrease patient elopements from HHRTF property and concerns raised by the community. In response to this

recommendation, the Department contacted and obtained three (3) quotes from fencing vendors, and this Contractor provided the lowest cost quote to the Department. The Department obtained a waiver from Public Works Design and Construction to enter into a single agency contract for these services. This contract is not included in the Transition Services Agreement with Mary Hitchcock Memorial Hospital (approved by Governor and Council on December 18, 2024, Tabled Item #12A), and the Department remains responsible for this project. This request is **Retroactive** due to the need to make additional modifications to the fence in December 2024 to make space for a new parking lot and allow equipment to access the construction site for the Youth Development Center, which will be collocated on the HHRTF grounds. The Contractor was able to proceed quickly with the modifications to avoid delays to the construction of the Youth Development Center. The Department was unable to proceed and determine the remaining fence construction work included in this request until the groundwork of the Youth Development Center building was further planned and scheduled.

The purpose of this request is to increase funding and extend the completion date to allow the Contractor to complete the installation of the perimeter anti-climb fence at HHRTF, including adjusting the fence installation to accommodate the construction requirements of the Youth Development Center. Approximately 70% of the fence has been installed. The completed fence will be around the HHRTF campus perimeter and will include a double drive perimeter gate, in various locations around the perimeter, and rolling gates, including slide gate systems at the front and rear entrance. The Contractor will continue to provide all equipment and materials necessary to construct the secure perimeter fence.

The Department will continue to monitor services by overseeing the installation of the fence by the Contractor while they are working onsite at HHRTF.

As referenced in Exhibit A of the original agreement, the parties have the option to extend the agreement for up to one (1) additional year, 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 the one (1) year remaining.

Should the Governor and Council not authorize this request, the Department will be unable to complete the installation of the secure perimeter fence around the HHRTF campus as recommended by the Department of Safety to increase security measures against potential threats, decrease patient elopements and address community concerns.

Area served: Hampstead Hospital and Residential Treatment Facility.

Respectfully submitted,



Lori A. Weaver
Commissioner

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

This Amendment to the Fence for Hampstead Hospital & Residential Treatment Facility contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and JABLINCOLN LLC ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 26, 2024 (Item #21), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

1. Form P-37 General Provisions, Block 1.7., Completion Date, to read:
May 31, 2026
2. Form P-37, General Provisions, Block 1.8., Price Limitation, to read:
\$861,213
3. Modify Exhibit B – Amendment #1, Scope of Services; Section 1.1., to read:
 - 1.1. The Contractor must:
 - 1.1.1. Provide 3,100 ft of galvanized commercial no-climb chain fencing that is 15ft high, 5/8 inch x 15, in a black mini mesh style around the entire perimeter of the Hampstead Hospital & Residential Treatment Facility (HHRTF) campus. The Contractor must install the fencing on 40 weight 2-1/2" line and 3" terminal/corner posts with 1-5/8" top, middle and bottom rail, provided by the Contractor;
 - 1.1.2. Provide an additional 300 ft of materials as described in Section 1.1.1. to complete the perimeter fence and install the fencing according to the specifications in Section 1.1.1.;
 - 1.1.3. Remove installed fencing to accommodate the construction requirements of the Youth Development Center, as directed by the Department; and
 - 1.1.4. Provide an additional 200 ft of materials as described in Section 1.1.1. to replace the removed fencing as described in Section 1.1.3. and install the fencing according to the specifications in Section 1.1.1.
4. Modify Exhibit C, Payment Terms, Section 1, to read:
 1. This Agreement is funded by:
 - 1.1. 100% General Funds.
5. Modify Exhibit C, Payment Terms, Section 2, Table 1, to read:

Table 1:

Product or Service	Timeframe	Total Amount
15" Chain Link Commercial		\$548,015

Double Drive Gate-Commercial (5)	Upon Governor and Council approval through May 31, 2025	\$94,600
Rolling Gate-Commercial (2)		\$41,780
Slide Gate Operator-Commercial (2)		\$11,603
300' Perimeter fence – materials and installation	June 1, 2025 through May 31, 2026	\$72,850
Removal of fence due to Youth Development Center (YDC) construction requirements		\$42,915
200' Replacement fence due to YDC construction – materials and installation		\$49,450
Total		\$861,213

6. Modify Exhibit C, Payment Terms, Section 3.6., to read:

3.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to OCOM-Invoices@dhhs.nh.gov or mailed to:

Financial Manager
 Department of Health and Human Services
 129 Pleasant Street
 Concord, NH 03301

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective retroactive to December 5, 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

5/1/2025

Date

Signed by:

Morissa Henn

Name: MORISSA HENN

Title: MORISSA HENN, Deputy Commissioner

JABLINCORN LLC

5/1/2025

Date

Signed by:

Ben Lincoln

Name: BEN LINCOLN

Title: CEO

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

OFFICE OF THE ATTORNEY GENERAL

5/1/2025

Date

DocuSigned by:
Robyn Guarino
Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that JABLINCOLN LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on July 23, 2020. 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: 847186

Certificate Number: 0007170421



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 29th day of April A.D. 2025.

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

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

1. Bret Lincoln, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of Jablincoln^{LLC} DBA Lincoln Fencing
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on 4/30, 2025, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Ben Lincoln (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Jablincoln^{LLC} DBA Lincoln Fencing to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

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

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

Dated: 4/30/25

Bret M. Lincoln
Signature of Elected Officer
Name: Bret M. Lincoln
Title: 4/30/25



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/30/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Alliant Insurance Services Inc 101 Park Ave 18th Fl New York NY 101781702	CONTACT NAME: MANNINO, JAMES PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: Ohio Security Insurance Company</td> <td>24082</td> </tr> <tr> <td>INSURER B: The Ohio Casualty Insurance Company</td> <td>24074</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Ohio Security Insurance Company	24082	INSURER B: The Ohio Casualty Insurance Company	24074	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURED Jablincolin LLC DBA Lincoln Fencing Po Box 142 Epping NH 03042															

COVERAGES **CERTIFICATE NUMBER: 0037118049** **REVISION NUMBER: 2016-03**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X	X	BKS62093978	10/01/2024	10/01/2025	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$ 300,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ 15,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	MED EXP (Any one person)	\$ 15,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Waiver of Subrogation applies. Ongoing Operations Coverage applies.

CERTIFICATE HOLDER State Of NH Dept HHS 129 Pleasant Street Concord NH 03301-3857	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Curtis Luken
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Lori A. Weaver
Commissioner

Justin Looser
Chief Executive Officer

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
HAMPSTEAD HOSPITAL & RESIDENTIAL TREATMENT FACILITY

218 EAST ROAD, HAMPSTEAD, NH 03841
603-329-5311 Fax: 603-329-5529 www.dhhs.nh.gov

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June 12, 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, Hampstead Hospital and Residential Treatment Facility, to enter into a **Sole Source** contract with JABLINCORN LLC (VC#499126), Epping, NH, in the amount of \$695,998 to build a perimeter fence around Hampstead Hospital and Residential Treatment Facility, with the option to renew for up to one (1) additional year, effective upon Governor and Council approval through May 31, 2025. 100% Other Funds (Agency Income funds).

Funds are available in the following account for State Fiscal Year 2024, 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.

05-95-095-953010-56850000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: MANAGEMENT SUPPORT, OFFICE OF ADMINISTRATION, COMMISSIONERS OFFICE

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2024	103-502664	Contracts for Operation Services	95307999	\$695,998
			Total	\$695,998

EXPLANATION

The Department of Safety, Division of Homeland Security and Emergency Management conducted a safety assessment of Hampstead Hospital and Residential Treatment Facility (HHRTF). One of the recommendations from that assessment is for HHRTF to build a perimeter fence around the campus to provide an increased security measure for potential external threats, to decrease patient elopements from HHRTF property, and concerns raised by the community. This request is **Sole Source** due to the immediate need for this project in response to the safety assessment. The Department contacted and obtained three (3) quotes from fencing vendors, and the Contractor quoted the Department the lowest cost to provide the perimeter fence at HHRTF. The Department obtained a waiver from Public Works Design and Construction to enter into a single agency contract for these services.

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

The purpose of this request is for the Contractor to install a 3,100 ft perimeter anti-climb fence at HHRTF. The fence will be established around the HHRTF campus perimeter and will include a double drive perimeter gate, in various locations around the perimeter, and rolling gates, including slide gate systems at the front and rear entrance. The Contractor will provide all equipment and materials necessary to construct the secure perimeter fence.

The Department will monitor services by overseeing the installation of the fence by the Contractor while they are working onsite at HHRTF.

As referenced in Exhibit A of the attached agreement, the parties have the option to extend the agreement for up one (1) additional year, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval.

Should the Governor and Council not authorize this request HHRTF will not have a secure perimeter fence.

Area served: Hampstead Hospital and Residential Treatment Facility.

In the event that the Other Funds become no longer available, General Funds may be requested to support this program.

Respectfully submitted,



Lori A. Weaver
Commissioner

Subject: Fence for Hampstead Hospital & Residential Treatment Facility (SS-2025-HH-11-FENCE-01)

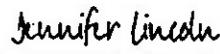
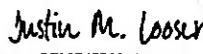
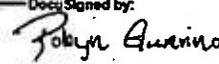
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name JABLINCOLN LLC		1.4 Contractor Address PO Box 142 Epping, NH 03042	
1.5 Contractor Phone Number (603) 416-9535	1.6 Account Unit and Class TBD	1.7 Completion Date May 31, 2025	1.8 Price Limitation \$695,998
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by:  Date: 6/13/2024		1.12 Name and Title of Contractor Signatory Jennifer Lincoln Administrator	
1.13 State Agency Signature DocuSigned by:  Date: 6/13/2024		1.14 Name and Title of State Agency Signatory Justin M. Looser 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) DocuSigned by: By:  On: 6/13/2024			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

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

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.

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

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

10. PROPERTY OWNERSHIP/DISCLOSURE.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

19. CHOICE OF LAW AND FORUM.

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

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

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

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

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

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

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

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

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

**New Hampshire Department of Health and Human Services
Fence for Hampstead Hospital & Residential Treatment Facility
EXHIBIT A**

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Effective Date/Completion of Services, is amended by deleting subparagraph 3.3 in its entirety and replacing it as follows:

3.3. Contractor must complete all Services by the Completion Date specified in block 1.7. The parties may extend the Agreement for up to one (1) additional year from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.2. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.5 as follows:

12.5. 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. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

**New Hampshire Department of Health and Human Services
Fence for Hampstead Hospital & Residential Treatment Facility
EXHIBIT B**

Scope of Services

1. Statement of Work

- 1.1. The Contractor must provide 3,100 ft of galvanized commercial no-climb chain fencing that is 15ft high, 5/8 inch x 15, in a black mini mesh style around the entire perimeter of the Hampstead Hospital & Residential Treatment Facility (HHRTF) campus. The Contractor must install the fencing on 40 weight 2-1/2" line and 3" terminal/corner posts with 1-5/8" top, middle and bottom rail, provided by the Contractor.
- 1.2. The Contractor must provide and install the following gates at HHRTF:
 - 1.2.1. **Five (5) Double Drive Gates**:- 12'-wide x 15'-high double drive perimeter gates on 4" posts, including all hardware lockable latch, commercial bull style hinges and 24" drop rods.
 - 1.2.2. **Two (2) Rolling Gates**: 20'-Wide x 15'-High galvanized Cantilever rolling gate. Includes Loadmaster II nylon cantilever roller, installed on 6-5/8" posts with motor and entrapments, cover, 40DQ full-weight rail. Includes brace and tension bands, 4" cantilever latch, and 160 lbs/base hand mixed cement.
 - 1.2.3. **Two (2) Slide Gates**: SL3000UL high-traffic slide gate system. Includes all hardware, retroreflective photo eye, monitored resistive edge, through beam photo eyes, edge kit and entrapment edges.
- 1.3. The Contractor must schedule work with approval by the Department. Work hours are Monday through Friday 8:00am-4:30pm, or as otherwise scheduled and agreed upon by the Department and the Contractor.
- 1.4. The Contractor must participate in meetings with the Department on an as-needed basis and must participate in reviews of the work in progress, as scheduled by the Department.
- 1.5. The Contractor must ensure all tools, debris, and materials from the work area are stored at the designated staging area, as agreed upon by the Department and the Contractor, at the end of each scheduled workday.
- 1.6. The Contractor must participate in a final walkthrough of the fencing and gate installation for final Department approval.
- 1.7. The Contractor must comply with all applicable laws and regulations.
- 1.8. The Contractor and its staff shall not enter into any of the buildings on the campus unless accompanied by an authorized Hampstead staff member.
- 1.9. The Contractor must ensure all Contractor staff assigned to work onsite on HHRTF premises completes:

1.9.1. Appendix A, HHRTF Confidentiality Agreement, prior to starting work

**New Hampshire Department of Health and Human Services
Fence for Hampstead Hospital & Residential Treatment Facility**

EXHIBIT B

onsite:

1.10. Warranty

- 1.10.1. The Contractor must guarantee all materials and labor against defects resulting from the use of inferior materials, equipment, or workmanship for a period of 15 years from the date of acceptance of work by the Department.
- 1.10.2. If, within the guarantee period above, repairs or changes are required in connection with guaranteed materials and 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 must, at its own expense:
 - 1.10.2.1. Correct and place in satisfactory condition every defect identified by the Department;
 - 1.10.2.2. Make good any work or material, or the equipment or site disturbed in fulfilling any such guarantee.

2. Additional Terms

2.1. Impacts Resulting from Court Orders or Legislative Changes

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

3. Records

- 3.1. The Contractor must keep records that include, but are not limited to:
 - 3.1.1. 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.
 - 3.1.2. 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.

**New Hampshire Department of Health and Human Services
Fence for Hampstead Hospital & Residential Treatment Facility**

EXHIBIT B

- 3.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.
- 3.3. If, upon review of the Final Expenditure Report the Department must disallow any expenses claimed by the Contractor as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

**New Hampshire Department of Health and Human Services
Fence for Hampstead Hospital & Residential Treatment Facility
EXHIBIT C**

Payment Terms

1. This Agreement is funded by:
 - 1.1. 100% Other funds (Agency income funds).
2. For the purposes of this Agreement the Department has identified:
 - 2.1. The Contractor as a Contractor, based on criteria in 2 CFR 200.331.

Payment shall be made upon completion of services provided in the fulfillment of this Agreement, as specified in Exhibit B Scope of Work, and in accordance with Table 1 below, inclusive of all cost, including but not limited to equipment, travel, materials and labor.

Table 1 :

Product or Service	Total Amount
15" Chain Link Commercial	\$548,015
Double Drive Gate-Commercial (5)	\$94,600
Rolling Gate-Commercial (2)	\$41,780
Slide Gate Operator-Commercial (2)	\$11,603
Total	\$695,998

3. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:
 - 3.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
 - 3.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
 - 3.3. Identifies and requests payment for allowable costs incurred in the previous month.
 - 3.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.

**New Hampshire Department of Health and Human Services
Fence for Hampstead Hospital & Residential Treatment Facility
EXHIBIT C**

- 3.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
- 3.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to Shaun.E.Qualter@dhhs.nh.gov or mailed to:
- Financial Manager
Department of Health and Human Services
218 East Road
Hampstead, NH 03841
4. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.
5. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
6. Notwithstanding Paragraph 18 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.
7. Audits
- 7.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:
- 7.1.1. 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.
- 7.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b.
- 7.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 7.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

**New Hampshire Department of Health and Human Services
Fence for Hampstead Hospital & Residential Treatment Facility
EXHIBIT C**

- 7.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.
- 7.3. 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.
- 7.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA upon request.
- 7.5. In addition to, and not in any way in limitation of obligations of the Agreement, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Agreement to which exception has been taken, or which have been disallowed because of such an exception.