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# State of New Hampshire

DEPARTMENT OF SAFETY  
OFFICE OF THE COMMISSIONER  
33 HAZEN DR. CONCORD, NH 03305  
603/271-2791

JOHN J. BARTHELMES  
COMMISSIONER

May 11, 2017

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

### Requested Action

Pursuant to RSA 21-P:12-a(c), authorize the Department of Safety to enter into a three-year agreement with Precise Transcripts, LLC. (VC#277145-B001) 45 North Broad Street, Ridgewood, NJ in an amount not to exceed \$35,092.00 to provide transcribing services for investigations and hearings. Effective upon Governor and Council approval through June 30, 2020. Funding source: 38.7% Revolving Funds/61.3% Agency Income (Fees).

Funds are anticipated to be available in the SFY2018, SFY2019, and SFY2020, contingent upon continued appropriations, with the authority to adjust between fiscal years through the Budget Office if needed and justified.

	<u>FY2018</u>	<u>FY2019</u>	<u>FY2020</u>	<u>Funding Source</u>
02-23-23-237010-40650000 Dept. of Safety FSTEMS – Fire Stndrds & EMS Admin 103-502664 Contracts for Operational Services Activity Code: 2370	\$4,704.00	\$4,704.00	\$4,176.00	100% Revolving Funds
02-23-23-231010-30820000 Dept. of Safety Office of Commissioner – Bureau of Hearings Transcribing 103-5002664 Contracts for Operational Services Activity Code: 2310	\$7,448.00	\$7,448.00	\$6,612.00	100% Agency Income (Fees)
<b>TOTAL:</b>	<b>\$12,152.00</b>	<b>\$12,152.00</b>	<b>\$10,788.00</b>	

### Explanation

This contract provides transcribing services for the Department of Safety’s Division of Fire Standards & Training and Emergency Medical Services and Bureau of Hearings for the transcription of recordings used in investigations and hearings.

The Division of Fire Standards & Training and Emergency Medical Services posted the bid on the State’s Purchase and Property website from February 17, 2017 through February 28, 2017. Nine vendors submitted bids; Precise Transcripts, LLC was the lowest price.

Respectfully submitted,

John J. Barthelmes  
Commissioner of Safety

Transcribing Quotes Received  
 Bid560-18

For FY 2018 - 2020

VENDOR	FY18		FY19		FY20		FY20		Average Cost Per Page
	Cost per page for Certified Original	Cost per page for Certified Copy	Cost per page for Certified Original	Cost per page for Certified Copy	Cost per page for Certified Original	Cost per page for Certified Copy	Cost per page for Certified Original	Cost per page for Certified Copy	
American TransMedia LLC dba Cambridge Transcription	\$3.40	\$0.45	\$3.40	\$0.45	\$3.40	\$0.45	\$3.40	\$0.45	\$3.40
Dictate Express	\$2.14	\$0.25	\$2.14	\$0.25	\$2.14	\$0.25	\$2.14	\$0.25	\$2.14
Bellum Cor Business Solutions Inc.	\$3.75	\$1.00	\$3.75	\$1.00	\$3.75	\$1.00	\$3.75	\$1.00	\$3.75
Baystate Interpreters, Inc.	\$3.00	\$0.95	\$3.00	\$0.95	\$3.00	\$0.95	\$3.00	\$0.95	\$3.00
Precise Transcripts, LLC	\$1.96	\$0.96	\$1.96	\$0.96	\$1.74	\$0.96	\$1.74	\$0.96	\$1.89
Kelsey Transcripts & Typing Services	\$2.95	\$0.50	\$2.95	\$0.50	\$2.95	\$0.50	\$2.95	\$0.50	\$2.95
Azur CART & Captioning	\$3.70	\$1.15	\$3.75	\$1.17	\$3.80	\$1.18	\$3.80	\$1.18	\$3.75
Ubiquis Reporting, Inc.	\$2.65	\$0.40	\$2.70	\$0.40	\$2.75	\$0.40	\$2.75	\$0.40	\$2.70
O'Connor Legal Medical & Media Services, LLC	\$2.50	\$0.50	\$2.50	\$0.50	\$2.50	\$0.50	\$2.50	\$0.50	\$2.50

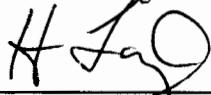

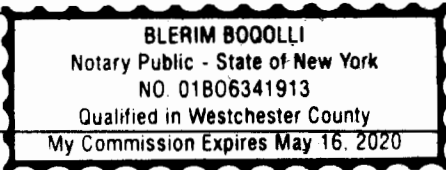


**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Safety		1.2 State Agency Address 33 Hazen Drive, Concord, NH 03305	
1.3 Contractor Name Precise Transcripts, LLC		1.4 Contractor Address 45 North Broad Street, Ridgewood, NJ 07450	
1.5 Contractor Phone Number 732-784-8374	1.6 Account Number See Exhibit C	1.7 Completion Date June 30, 2020	1.8 Price Limitation Not to exceed \$35,092.00
1.9 Contracting Officer for State Agency Deborah Pendergast, Director		1.10 State Agency Telephone Number 603-223-4200	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory HOWARD LAZAROWITZ, VP	
1.13 Acknowledgement: State of <i>new york</i> , County of <i>westchester</i> On <i>4/12/17</i> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace <i>Blerim Bogolli new york state Notary</i>			
1.14 State Agency Signature  Date: <i>5/9/17</i>		1.15 Name and Title of State Agency Signatory Steven R. Lavoie, Director of Administration	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <i>5/15/17</i>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

**2. EMPLOYMENT OF CONTRACTOR/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 A 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 1.18, 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 1.14 ("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, and 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 terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B 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 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 opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright 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 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further 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

Contractor Initials

Date

*JR*  
3/21/17

Agreement. This provision shall survive termination of this Agreement.

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

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

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, 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 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 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

#### **9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

9.1 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.

9.2 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.

9.3 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.

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall 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 A.

**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.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. 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 maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive 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; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 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.

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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 thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**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. 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. WAIVER OF BREACH.** 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.

**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. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be 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.

**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 provisions set forth in the attached EXHIBIT C 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 relating hereto.

Contractor Initials HJ  
Date 3/21/17

## EXHIBIT A

### 2. EMPLOYMENT OF CONTRACTOR: SERVICES TO BE PERFORMED.

Precise Transcripts, LLC shall provide transcribing services in accordance with RFB#560-18 to the Department of Safety, Division of Fire Standards & Training and Emergency Medical Services and the Department of Safety, Bureau of Hearings. The contract period is effective from July 1, 2017 or upon Governor & Council approval (whichever happens later) through June 30, 2020. The scope of work is listed as follows:

#### Services:

To provide professional transcribing services for investigations on behalf of the Division of Fire Standards & Training and Emergency Medical Services and transcribing services for legal proceedings on behalf of the Administrator, Bureau of Hearings. The estimated volume of pages needed to be transcribed is listed below for the two different Divisions:

- Division of Fire Standards & Training and Emergency Medical Services estimated amount is 2,400 pages per fiscal year.
- The Administrator, Bureau of Hearings estimated amount is 3,800 pages per fiscal year.

This figure varies and is not intended to be a guarantee of the amount of work in the future. All services must be provided within the United States.

#### Requests:

The request for transcribing will be sent from either the Division of Fire Standards & Training and Emergency Medical Services or the Administrator, Bureau of Hearings by mail to the vendor in a CD format or via email in a digital format from a digital recording. The transcript is expected to be completed and returned to the Division within three (3) weeks from the date of the vendor receiving the recording. The CD must be returned to the appropriate Division with the transcript. No additional fee is to be charged for the mailing or delivery of the transcript to the Department of Safety.

#### For the Division of Fire Standards & Training and Emergency Medical Services:

One certified copy of the transcript is returned to the Division.

#### For the Administrator, Bureau of Hearings:

The vendor shall not accept a request to prepare a transcript in any form from any other party without written approval by the Department of Safety, Bureau of Hearings. Pursuant to RSA 541-A:31, VII, a party may request in writing, a transcript of the hearing, but shall first pay all reasonable costs for such transcription, as specified in administrative rule, Saf-C 203.14(b). Saf-C 203.14(b) (8) requires prepayment to the Department of Safety for a certified typed transcript of hearing, \$3.75 per page and \$1.00 per page for the copy payable to the Department of Safety. The prepared original transcript by the vendor shall be mailed to the person, agency, business at the address provided to the Hearings Bureau and the Hearings Bureau will be sent a copy. No additional fee is to be charged to the Department of Safety for the mailing or delivery of the transcript to another location.

#### Format of the Transcript:

The transcript must be produced using the following guidelines:

- Size-the paper size is to be 8 ½ x 11 inches.
- Color-white paper is to be used.

A.S.  
4/27/17

- Color-white paper is to be used.
- Ink Color-Black is to be used.
- Type Size-The letter character size is to be 10 to 12 letters per inch. This provides for approximately 63 characters to each line. Type should be letter quality.
- Numbers of Lines per Page-Each page of transcription is to contain between 23 and 25 lines of text. Each line is to be numbered. The last page may contain fewer lines if it is less than a full page of transcription. Page numbers or notations cannot be considered as part of the count of text lines.
- Margins-Typing is to begin on each page at the 1 1/2 inch left margin and continue to the 1/2 inch right margin.
- Spacing-Lines of transcript text are to be double spaced.
- Each page of transcription is to bear numbers indicating line of transcription on the page.
- Numbering-The pages of the transcript are to be numbered in a single series of consecutive numbers for each proceeding. The page number should be placed at the top right corner of the page flush with the right margin above the first line of transcription. The page number shall not count as a line of transcript.

Content:

- Verbal-The transcript shall contain all words and other verbal expressions uttered during the course of the proceeding.
- Striking of portions of the proceeding-No portion of the proceeding shall be omitted from the record by an order to strike. The material ordered stricken, as well as the order to strike, must all appear in the transcript.
- Punctuation and Spelling-Punctuation and spelling shall be appropriate standard usage.
- Interruptions of Speech and Simultaneous Discussions-Interruptions of speech shall be denoted by the use of a dash at the point of interruption, and again at the point the speaker resumes speaking.
- Cover-The transcriptionist is to cover at no extra charge the original transcript with front and back covers of good quality sulphite paper and heavy weight transparent plastic or similar material as the Division approves.

Certification:

The transcriptionist is to authenticate the original transcript with a certificate on the last page. No additional fee is to be charged for the authentication and certification. The certification is to appear on the last page of each transcript.



	Fiscal Year 2018 July 1, 2017-June 30, 2018	Fiscal Year 2019 July 1, 2018-June 30, 2019	Fiscal Year 2020 July 1, 2019-June 30, 2020
Cost per page for Certified Original:	\$1.96	\$1.96	\$1.74
Cost per page for Certified Copy:	\$.96	\$.96	\$.96

**EXHIBIT B**

**5. CONTRACT PRICE: LIMITATION ON PRICE: PAYMENT.**

The total contract price shall not exceed \$35,092.00 and breaks down as follows:

Fiscal Year 2018	\$12,152.00
Fiscal Year 2019	\$12,152.00
Fiscal Year 2020	\$10,788.00

Partial payments are accepted. Invoices shall be submitted when services have been completed to:

State of New Hampshire  
Department of Safety  
Division of Fire Standards & Training and Emergency Medical Services  
33 Hazen Drive  
Concord, NH 03305

Or

State of New Hampshire  
Department of Safety  
Bureau of Hearings  
33 Hazen Drive  
Concord, NH 03305

**EXHIBIT C**

The appropriate account numbers for the P-37 form, section 1.6 are listed below:

	FY2018	FY2019	FY2020
Division of Fire Standards & Training and Emergency Medical Services 02-23-23-237010-4065-103-502664	\$4,704.00	\$4,704.00	\$4,176.00
Office of the Commissioner, Bureau of Hearings 02-23-23-231010-3082-103-502664	\$7,448.00	\$7,448.00	\$6,612.00
<b>TOTAL</b>	<b>\$12,152.00</b>	<b>\$12,152.00</b>	<b>\$10,788.00</b>

Contractor Initials HO  
Date 3/21/17

**Certificate of Authority # 1**

*(Corporation or LLC - Non-specific, open-ended)*

**Corporate Resolution**

I, Albert Suied, hereby certify that I am the CEO of  
*(Name)*  
Precise Transcripts LLC. I hereby certify the following is a true copy of a vote taken at  
*(Name of Corporation or LLC)*

a meeting of the Board of Directors/shareholders, duly called and held on March 1<sup>st</sup>, 2017

at which a quorum of the Directors/shareholders were present and voting.

**VOTED:** That Howard Lazarowitz VP of Contract Implementation is  
*(Name and Title)*

duly authorized to enter into contracts or agreements on behalf of

Precise Transcripts LLC with the State of New Hampshire and any of  
*(Name of Corporation or LLC)*

its agencies or departments and further is authorized to execute any

documents which may in his/her judgment be desirable or necessary to effect

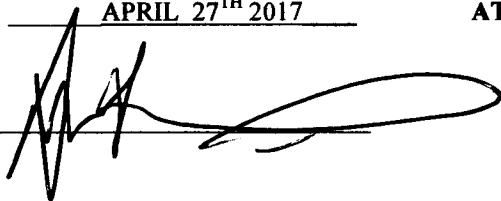
the purpose of this vote.

I 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 to which this certificate is attached. 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:** APRIL 27<sup>TH</sup> 2017

**ATTEST:** Albert Suied CEO  
*(Name & Title)*

Signed



# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that PRECISE TRANSCRIPTS LLC is a New Jersey Limited Liability Company registered to transact business in New Hampshire on March 10, 2017. 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: 766068



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 13th day of March A.D. 2017.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

**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 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).**

<b>PRODUCER</b> Hiscox Inc. 520 Madison Avenue 32nd Floor New York, NY 10022	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (888) 202-3007      FAX (A/C, No): E-MAIL ADDRESS: contact@hiscox.com	
	<b>INSURER(S) AFFORDING COVERAGE</b> NAIC # INSURER A : Hiscox Insurance Company Inc      10200	
<b>INSURED</b> Precise Transcripts 45 N. BROAD Ridgewood, NJ 07450	<b>INSURER B :</b>	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

**COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:**

**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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N		UDC-1934903-CGL-17	03/20/2017	03/20/2018	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ S/T Gen. Agg
							\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE    OTH-ER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER**

**CANCELLATION**

State of NH Dept of Safety Div of Fire Standards & Training and Medical Services  
 33 Hazen Drive  
 Concord NH03305

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

*Caroline*

# Precise Transcripts

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45 N. BROAD ST RIDGEWOOD, NJ 07450 | 800-731-7412 | www.precisetranscripts.com

4/17/17

Heather Clough  
Administrative Supervisor  
NH Fire Academy  
33 Hazen Dr.,  
Concord, NH 03305

**Dear Ms. Clough:**

This letter is reference to the workers' compensation insurance requirement in our contract agreement for transcription services awarded from RFB 560-18.

As an LLC with 2 executive officers and no other employees this type of coverage is not required by the state of New Hampshire.

This requirement is stated within statute TITLE XXIII – LABOR -CHAPTER 281-A -WORKERS' COMPENSATION

Specifically, Section 281-A:2 explains this.

RSA 281-A:2,VIII explains that if a corporation or **limited liability company (LLC) has 3 or less executive officers or LLC members and no other employees, coverage is not mandatory** but may be elected pursuant to RSA 281-A:3. Once there is a 4th executive officer or LLC member, workers' compensation insurance must be obtained. Once coverage is in place or any employees regardless of the number of officers or LLC members, all persons, including all officers or LLC members, are considered employees and would automatically be covered. Up to three executive officers or LLC members may then elect to be excluded per RSA 281-A:18-a. Professional Associations are to be treated the same as corporations and LLC's.

Please let me know if you have any further questions regarding this. We are excited to have been awarded this contract and move forward with supplying your department with an outstanding product.

Sincerely,

**Howard Lazarowitz**  
VP, Contract Implementation