



Jeffrey A. Meyers
Commissioner

David S. Clapp
Director

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

BUREAU OF FACILITIES MAINTENANCE AND OFFICE SERVICES

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9094 1-800-852-3345 Ext. 9094
Fax: 603-271-8999 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

September 27, 2017

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, Bureau of Facilities and Assets Management to enter into a **retroactive** amendment to an existing **sole source** agreement with Absolute Data Destruction, 15 Lance Lane, Suite 15, Goffstown, NH 03045 (Vendor #174336 – P001) to extend the completion date from June 30, 2017 to June 30, 2022, effective **retroactively** to July 1, 2017. This agreement was originally approved by Governor and Council on June 26, 2002, (Item #129) and subsequently amended on May 18, 2005, (Item #58), on April 4, 2007, (Item #72), and on February 22, 2012, (Item #22).

This request is a no cost amendment.

EXPLANATION

This request is **sole source** because the vendor will provide these services at no cost to the Department. The vendor has been providing these services at no cost to the Department since 2008. This request is **retroactive** due to Administrative delays.

The purpose of this request is to provide services for removing and destroying confidential records from state and district offices. The Department of Health and Human Services is legally obligated to safeguard confidential materials from misuse. Under the provisions of RSA 9-C:1-9, the Department is required to recycle post-consumer waste paper. This agreement will allow the Department to satisfy both of these obligations.

Documentation containing any client information is not permitted to be disposed of via regular recycling or waste removal services. These services ensure that client personal information is destroyed confidentially and securely.

The Department first published a Request for Proposals, via a Legal Notice in the New Hampshire Union Leader, from April 18, 2002 through April 20, 2002. The Department received two (2) responses. Both of the vendors offered the same services. Absolute Data Destruction was awarded the contract as their proposal was the lowest cost bid. In an amendment dated April 4, 2007 Absolute Data Destruction agreed to continue providing these services to select locations at no cost to

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the Department. The vendor benefits from this agreement by receiving and recycling the inventory of waste paper for a profit.

The Contractor has successfully fulfilled and achieved the deliverables in the original contract and continues to provide the same level of performance at no cost to the Department.

Specific locations served:

DHHS Brown Building	129 Pleasant Street	Concord, NH
DHHS Main Building, Central Scan Unit	105 Pleasant Street	Concord, NH
DHHS Concord District Office	40 Terrill Park Drive	Concord, NH
DHHS New Heights & MMIS	7 Eagle Square	Concord, NH
DHHS Manchester District Office	1050 Perimeter Road	Manchester, NH

Should Governor and Executive Council not authorize this Request, the Department will likely incur additional costs to remove and destroy confidential paper waste in its efforts to comply with state law.

This amendment is at no cost.

Respectfully submitted,



David S. Clapp
Director

Approved by:



Jeffrey A. Meyers
Commissioner



**New Hampshire Department of Health and Human Services
Destruction of the Department's Confidential Material**

**State of New Hampshire
Department of Health and Human Services
Amendment #4 to the
Destruction of the Department's Confidential Material**

This 4th Amendment to the NAME OF contract (hereinafter referred to as "Amendment #4") dated this 11th day of May, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Absolute Data Destruction, (hereinafter referred to as "the Contractor"), a corporation with a place of business at 15 Lance Lane, Suite 15, Goffstown, NH 03045.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 26, 2002, Item #129, and subsequently amended on May 18, 2005, Item #58, a subsequent amendment on April 4, 2007, Item #72, and a subsequently amended on February 22, 2012, Item #22, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 17, the State may modify the scope of work and the payment schedule of the contract by written agreement of the parties;

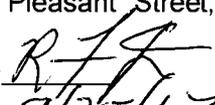
WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, and modify the scope of services to support continued delivery of these services, and

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 as follows:

1. Delete and replace Form P-37, Block 1.6, to add Account Number: 05-95-90-902510-5171-102-500731.
2. Delete and replace Form P-37, Block 1.7, to read June 30, 2022.
3. Delete and replace Form P-37, Block 1.8, to read: \$0.
4. Delete and replace Form P-37, Block 1.9, to read Jonathan V. Gallo, Esq., Interim Director of Contracts and Procurement.
5. Delete and replace Form P-37, Block 1.10 to read 603-271-9246.
6. Delete Exhibit B in its entirety.
7. Delete and replace the locations in Amendment #3, approved on February 22, 2012, Item #22 with the following:

7.1 Department of Health and Human Services, Brown Building, 129 Pleasant Street, Concord, NH 03301.

Absolute Data Destruction

Contractor Initials: 

Date: 

Amendment #4



**New Hampshire Department of Health and Human Services
Destruction of the Department's Confidential Material**

- 7.2 Department of Health and Human Services, Main Building, Central Scan Unit, 105 Pleasant Street, Concord, NH 03301.
 - 7.3 Department of Health and Human Services, New Heights and MMIS, 7 Eagle Square, Concord, NH 03301.
 - 7.4 Department of Health and Human Services, Concord District Office, 40 Terrill Park Drive, Concord, NH 03301.
 - 7.5 Department of Health and Human Services, Manchester District Office, 1050 Perimeter Road, Manchester, NH 03103.
8. Add Exhibit I, Health Insurance Portability Act Business Associate Agreement.

Absolute Data Destruction

Amendment #4

Page 2 of 4

Contractor Initials:

Date:

RFJ
9/25/17

**New Hampshire Department of Health and Human Services
Destruction of the Department's Confidential Material**



This amendment shall be effective upon the date of Governor and Executive 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

9/27/2017
Date

Douglas Clepp
Name: DIRECTOR OF FACILITIES
Title:

Absolute Data Destruction

9/25/17
Date

[Signature]
Name:
Title: President

Acknowledgement of Contractor's signature:

State of N.H., County of Merrimack on 9-25-17, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Jayne Cantara
Signature of Notary Public or Justice of the Peace

Jayne Cantara Notary
Name and Title of Notary or Justice of the Peace

My Commission Expires: 8-14-18

Absolute Data Destruction

Amendment #4

Contractor Initials: [Signature]
Date: 9/25/17

**New Hampshire Department of Health and Human Services
Destruction of the Department's Confidential Material**



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

OFFICE OF THE ATTORNEY GENERAL

10/1/17
Date

[Signature]
Name: Gindsey Courtney
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:

Contractor Initials: [Signature]
Date: 9/25/17



Exhibit I

HEALTH INSURANCE PORTABILITY 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.

B.F.P.
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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

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9/25/17



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 (l). 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

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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

B. J. A.
9/25/17



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.

RJG
9/25/17



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) l, 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

David S. Clapp
Signature of Authorized Representative

David S. Clapp
Name of Authorized Representative

DIRECTOR OF FACILITIES
Title of Authorized Representative

9/27/2017
Date

Absolute Data Destruction
Name of the Contractor

Paul Francis
Signature of Authorized Representative

Paul Francis
Name of Authorized Representative

President
Title of Authorized Representative

9/25/17
Date

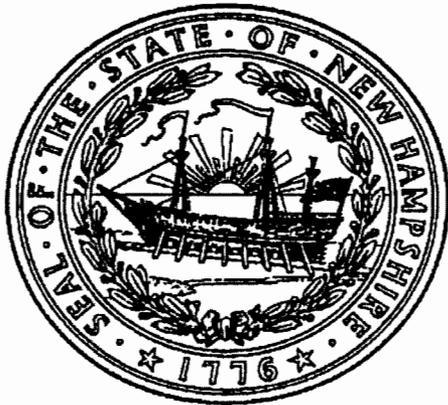
State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that ABSOLUTE DATA DESTRUCTION, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on June 04, 1996. 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: **251534**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 15th day of March A.D. 2017.

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

William M. Gardner
Secretary of State

Business Information

Business Details

Business Name:	ABSOLUTE DATA DESTRUCTION, INC.	Business ID:	251534
Business Type:	Domestic Profit Corporation	Business Status:	Good Standing
Business Creation Date:	06/04/1996	Name in State of Incorporation:	Not Available
Date of Formation in Jurisdiction:	06/04/1996		
Principal Office Address:	15 LANCE LANE S15, GOFFSTOWN, NH, 03045, USA	Mailing Address:	PO BOX 4387, MANCHESTER, NH, 03108, USA
Citizenship / State of Incorporation:	Domestic/New Hampshire		
		Last Annual Report Year:	2017
		Next Report Year:	2018
Duration:	Perpetual		
Business Email:	robertfrancis7@comcast.net	Phone #:	NONE
Notification Email:	NONE	Fiscal Year End Date:	NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / PAPER SHREDDING BUSINESS	

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Registered Agent Information

Name:	Tilsley, Roy W, Jr Esq
Registered Office Address:	Bernstein Shur etal 670 N Commercial Street S108, Manchester, NH, 03101, USA
Registered Mailing Address:	Not Available

CERTIFICATE OF VOTE

(Corporation without Seal)

I, Robert Francis Jr, do hereby certify that:
(Name of Clerk of the Corporation; cannot be contract signatory)

1. I am a duly elected Clerk of absolute Data Destruction
(Corporation Name)

2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on 9/25/17
(Date)

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, DHS for the provision of

Shredding services.

RESOLVED: That the Robert Francis Jr
(Title of Contract Signatory)

is hereby authorized on behalf of this Corporation to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 15 day of September, 2017.
(Date Contract Signed)

4. Robert Francis Jr is the duly elected
President
(Name of Contract Signatory) (Title of Contract Signatory)

of the Corporation.

Robert Francis Jr
(Signature of Clerk of the Corporation)

STATE OF NEW HAMPSHIRE

County of Merrimack

The forgoing instrument was acknowledged before me this 25th day of Sept., 2017.

By Robert Francis Jr.
(Name of Clerk of the Corporation)

Jayne Cantara
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 8-14-18



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/18/2017

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).

PRODUCER Brown & Brown (Merrimack) 309 Daniel Webster Highway Merrimack, NH 03054 Chris McPhail	Phone: 603-424-9901 Fax: 866-848-1223	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Absolute Data Destruction P.O. Box 4387 Manchester, NH 03108-4387	INSURER A : Frankenmuth Mutual Ins Co		13986
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			CPP6327596	08/01/2017	08/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" 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			BA6327596	08/01/2017	08/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000			CPP6327596	08/01/2017	08/01/2018	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER NH Department of Health and Human Services 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 <i>Julie Bernier</i>
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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF BUSINESS OPERATIONS

BUREAU OF FINANCE

Nicholas A. Toumpas
 Commissioner

Stephen J. Mosher
 Chief Financial Officer

129 PLEASANT STREET, CONCORD, NH 03301-3857
 603-271-9334 1-800-852-3345 Ext. 9334
 Fax: 603-271-2896 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

January 24, 2012

His Excellency, Governor John H. Lynch
 and the Honorable Executive Council
 State House
 Concord, New Hampshire 03301

APPROVED BY _____
 DATE 2/22/12
 PAGE 4
 ITEM # 22

REQUESTED ACTION

Authorize the Department of Health and Human Services, Office of Business Operations to amend an existing sole source agreement (CE 710063) with Absolute Data Destruction, 15 Lance Lane, Suite 15, Goffstown, NH 03045 (Vendor #174336 – P001), by extending the end date from June 30, 2012 to June 30, 2017, effective July 1, 2012 or date of Governor and Council approval, whichever is later. Governor and Council approved the original contract on June 26, 2002, item #129, an amendment on May 18, 2005, item #58, and a subsequent amendment on April 4, 2007, item #72. This Request is a no cost amendment.

<u>SFY</u>	<u>Account Number</u>	<u>Current Modified Amount</u>	<u>Increase/ (Decrease) Amount</u>	<u>Revised Modified Amount</u>
2003	010-095-5000-020-0252	\$13,243.00	\$ 0.00	\$13,243.00
2004	010-095-5000-020-0252	\$17,133.00	\$ 0.00	\$17,133.00
2005	010-095-5000-020-0252	\$ 6,500.00	\$ 0.00	\$ 6,500.00
2006	010-095-5000-020-0252	\$ 7,500.00	\$ 0.00	\$ 7,500.00
2007	010-095-5000-020-0252	\$ 7,514.00	\$ 0.00	\$ 7,514.00
2008	Not/applicable	\$ 0.00	\$ 0.00	\$ 0.00
2009	Not/applicable	\$ 0.00	\$ 0.00	\$ 0.00
2010	Not/applicable	\$ 0.00	\$ 0.00	\$ 0.00
2011	Not/applicable	\$ 0.00	\$ 0.00	\$ 0.00
2012	Not/applicable	\$ 0.00	\$ 0.00	\$ 0.00
2013	Not/applicable	\$ 0.00	\$ 0.00	\$ 0.00
2014	Not/applicable	\$ 0.00	\$ 0.00	\$ 0.00
2015	Not/applicable	\$ 0.00	\$ 0.00	\$ 0.00
2016	Not/applicable	\$ 0.00	\$ 0.00	\$ 0.00
2017	<u>Not/applicable</u>	<u>\$ 0.00</u>	<u>\$ 0.00</u>	<u>\$ 0.00</u>
	Total	\$51,890.00	\$ 0.00	\$51,890.00

EXPLANATION

The Department of Health and Human Services is legally obligated to safeguard confidential materials from misuse and to recycle post-consumer waste paper under NH RSA 21-I:14-a. To meet these obligations, the Department issued a Request for Proposals by a Legal Notice published in the New Hampshire Union Leader on

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
January 24, 2012
Page 2

April 18, 19, and 20, 2002. Two bidders responded. Absolute Data Destruction offered the same services at a lower cost than the other respondent. The bidding summary is attached. This amendment is designated as sole source because the Department did not seek additional bids for this amendment. The agreement has no cost.

Governor and Executive Council approved a five-year agreement with Absolute Data Destruction from July 1, 2002, through June 30, 2007, to provide for the removal and destruction of the confidential material and paper. On May 18, 2005, Item #58 Governor and Executive Council approved an amendment to lower the cost per service unit. As of February 15, 2007, the Department had exhausted all encumbered funds available to pay the vendor through the end date of the agreement. A sole source amendment approved on April 4, 2007, Item #72 extended the agreement through June 30, 2012 at no cost. This requested amendment continues the agreement at no cost and under terms favorable to the Department so that it can continue to meet its legal obligations.

The most recent approved amendment maintained services for specific Concord locations. The vendor agreed to destroy confidential material and recycle other paper waste at no cost to the Department. This benefits the Department by allowing it to dispose of waste at the following locations. The vendor benefits by receiving and recycling the inventory of waste paper. This amendment extends the no cost arrangement for five more years through June 30, 2017 and provides an option to renew for an additional five years pending agreement of the parties and approval by Governor and Executive Council.

Specific Concord locations served:

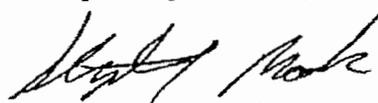
DHHS Brown Building	129 Pleasant Street	Concord, NH
DHHS Maintenance Building	105 Pleasant Street	Concord, NH
NH Healthy Kids	25 Hall Street	Concord, NH
DHHS New Heights & MMIS	7 Eagle Square	Concord, NH
DHHS Concord District Office	40 Terrill Park	Concord, NH

All other Department locations not specified will continue to be served by the current statewide contract with Absolute Data Destruction or other ongoing arrangement unique to the requirements of the location.

Area Served: Concord

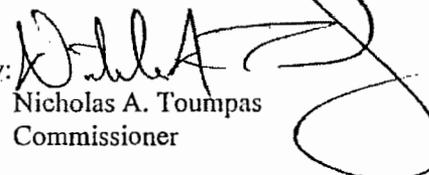
No funding is required for this agreement.

Respectfully submitted,



Stephen J. Mosher,
Chief Financial Officer

Approved by:



Nicholas A. Toumpas
Commissioner



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

AMENDMENT

This Agreement (hereinafter called the "Amendment") dated this 14th day of November, 2011 by and between the State of New Hampshire acting by and through the Department of Health and Human Services, (hereinafter referred to as the "Office") and the Absolute Data Destruction, Contract Number 710063, a corporation organized under the laws of the State of New Hampshire, with a place of business at 15 Lance Lane, Suite 15, Goffstown, NH 03045, (hereinafter referred to as the "Provider").

WHEREAS, pursuant to an agreement (hereinafter called the "Agreement") dated June 26, 2002, subsequently amended on May 18, 2005 and again on April 4, 2007, the Provider agreed to perform certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Office of certain sums as specified therein;

WHEREAS, pursuant to the provision of Section 17 of the original Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and only after approval of such modification by the Governor and Council, or amendment;

WHEREAS, the Provider and the Office have agreed to amend the Agreement in certain respects;

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



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

AMENDMENT
 (continued)

1. Amendment and Modification of Agreement:

Exhibit A – Scope of Services

The provider will continue services at the same level for the following locations in Concord NH, but at no charge to the Department beginning with the effective date of this amendment through June 30, 2017.

DIHHS Brown Building	129 Pleasant Street	Concord NH, scheduled one day per week
DHHS Maintenance Building	105 Pleasant Street	Concord NH, as requested by Office
NH Healthy Kids	25 Hall Street	Concord NH, as requested by Office
DHHS New HEIGHTS & MMIS	7 Eagle Square	Concord NH, as requested by Office
DIHHS Concord District Office	40 Terrill Park	Concord NH, as requested by Office

2. Effective Date of Amendment:

This Amendment shall take effect on July 1, 2012 or the date of Governor and Council approval, whichever is later and will remain in place until June 30, 2017. The parties may negotiate a further extension of up to five years, subject to prior approval by the Governor and Council.

3. Continuance of Agreement:

Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement and the obligations of the parties hereunder, shall remain in full force and effect in accordance with the terms and conditions set forth therein.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

STATE OF NEW HAMPSHIRE
 Office of Business Operations
 By: *Gene M. Mattice*
 (director's name)



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

Director

By: Rebecca Francis Office Manager
(contract signator) (signator's title)

Absolute Data Destruction
(legal name of agency)



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

AMENDMENT
 (continued)

STATE OF NEW HAMPSHIRE
 COUNTY OF ROCKINGHAM

On this the 16 day of JANUARY 2012, before me, DAVID A DONAYE,
 (name of notary)
 the undersigned officer, REBECCA FRANCIS personally appeared who acknowledged him/herself
 (contract signatory)
 to be the OFFICE MANAGER of the ABSOLUTE DATA DESTRUCTION,
 (signatory's title) (legal name of agency)
 a corporation, and that he/she, as such OFFICE MANAGER, being authorized so to do,
 (signatory's title)
 executed the foregoing instrument for the purposes therein contained, by signing the name of the
 corporation by him/herself as OFFICE MANAGER of the ABSOLUTE DATA DESTRUCTION
 (signatory's title) (legal name of agency)

In witness whereof I hereunto set my hand and official seal.

Notary Public/Justice of the Peace

My Commission expires: 9/9/14

SEGNATORY'S SIGNATURE ON FOLLOWING PAGE

Approved as to form, execution and substance:

OFFICE OF THE ATTORNEY GENERAL

By: JENNIFER E HERRICH
 Assistant Attorney General
JENNIFER P. HERRICH
 Date: 2 Feb, 2012

I hereby certify that the foregoing contract was approved by the Governor and Council of the State of New Hampshire at the Meeting on: _____

OFFICE OF THE SECRETARY OF STATE
 By: _____
 Title: _____

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF BUSINESS OPERATIONS

129 PLEASANT STREET, CONCORD, NH 03301-3857
 603-271-4318 1-800-852-3345 Ext. 4318
 Fax: 603-271-2896 TDD Access: 1-800-735-2964

John A. Stephen
 Commissioner

James P. Fredyma
 Controller

March 13, 2007

4/4/2007
#72

His Excellency, Governor John H. Lynch
 and the Honorable Executive Council
 State House
 Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services (DHHS), Office of Business Operations to amend an existing agreement (CE 710063) with Absolute Data Destruction, 15 Lance Lane, Suite 15, Goffstown, NH 03045 (Vendor #46922), by extending the time and the locations served effective February 15, 2007 or date of Governor and Council approval, whichever is later, through June 30, 2012. Governor and Council approved the contract on June 26, 2002, item #129, and approved an amendment on May 18, 2005, item #58. This request is a no cost, sole source amendment.

<u>SFY</u>	<u>Account Number</u>	<u>Current Modified Amount</u>	<u>Increase/ (Decrease) Amount</u>	<u>Revised Modified Amount</u>
2003	010-095-5000-020-0252	\$13,243.00	\$ 0.00	\$13,243.00
2004	010-095-5000-020-0252	\$17,133.00	\$ 0.00	\$17,133.00
2005	010-095-5000-020-0252	\$ 6,500.00	\$ 0.00	\$ 6,500.00
2006	010-095-5000-020-0252	\$ 7,500.00	\$ 0.00	\$ 7,500.00
2007	010-095-5000-020-0252	\$ 7,514.00	\$ 0.00	\$ 7,514.00
2008	Not/applicable	\$ 0.00	\$ 0.00	\$ 0.00
2009	Not/applicable	\$ 0.00	\$ 0.00	\$ 0.00
2010	Not/applicable	\$ 0.00	\$ 0.00	\$ 0.00
2011	Not/applicable	\$ 0.00	\$ 0.00	\$ 0.00
2012	Not/applicable	\$ 0.00	\$ 0.00	\$ 0.00
	Total	\$51,890.00	\$ 0.00	\$51,890.00

EXPLANATION

The Department of Health and Human Services is legally obligated to both safeguard confidential materials from misuse and to recycle post-consumer waste paper under NH RSA 21-I:14-a. To meet these obligations, the Department of Health and Human Services issued a Request for Proposal (RFP) by a Legal Notice published in the New Hampshire Union Leader on April 18, 19, and 20, 2002. Two bidders responded and Absolute Data Destruction (ADD) was found to offer the same services as the other respondent at a lower cost. The bidding summary is

attached. The Governor and Executive Council approved a five-year agreement with ADD from July 1, 2002, through June 30, 2007, to provide for the removal and destruction of the confidential material and paper. The purpose of this request is to continue the agreement with ADD under terms favorable to the Department so that it can continue to meet its legal obligations at a minimum cost.

The costs projections for the contract were originally based upon prior usage of the incinerator owned by the City of Concord. The incinerator was used primarily for the destruction of confidential Department documents. However new rules at this facility would have forced the Department to purchase a new vehicle and provide an additional staff member for unloading resulting in a less favorable cost. Consequently, as a less costly alternative, a vendor was selected to handle both the destruction of the confidential material and recycling.

Because the volume of materials handled by ADD steadily increased, actual costs exceeded projections in each year since approval. When it became clear that the original approved budget would not be sufficient over the life of the original agreement, the Governor and Executive Council approved an amendment on May 18, 2005, that allowed for a continuation of the same level of service, but at a reduced rate that would not exceed the total of the five-year commitment.

Effective, February 15, 2007, the Department had no funds left to pay the vendor for the remainder of the contract through June 30, 2007. Although there was no provision in the contract to extend beyond June 30, 2007, the terms requested in this sole source amendment with ADD provides the Department a long-term solution to shredding and recycling materials, at no cost to the Department or State.

The Department has renegotiated the service level to be maintained for specific Concord locations, effective February 15, 2007 through June 30, 2007; and for the subsequent five years, beginning July 1, 2007 through June 30, 2012, that provides for the vendor to destroy confidential material and maintain other materials for recycle, at no cost to the Department. This sole source agreement benefits the Department by allowing it to dispose of waste within Concord at these locations at a cost lower than that available under the current statewide contract with Northeast Record Retention LLC for similar services. ADD benefits from the agreement by the recycling of waste paper. The agreement provides an option to renew for an additional five years pending agreement of the parties and approval by the Governor and Executive Council.

Specific Concord locations to be served:

DHHS Brown Building	129 Pleasant Street	Concord, NH
DHHS Maintenance Building	105 Pleasant Street	Concord, NH
NH Healthy Kids	25 Hall Street	Concord, NH
DHHS New Heights & MMIS	7 Eagle Square	Concord, NH
DHHS Concord District Office	40 Terrill Park	Concord, NH

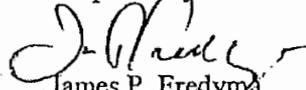
His Excellency, Governor John H. Lynch
and the Honorable Executive Council
March 13, 2007
Page 3

All other Department locations not specified, both within and outside of the City of Concord, will continue to be served by the current statewide contract with Northeast Record Retention LLC or other ongoing arrangement unique to the requirements of the location.

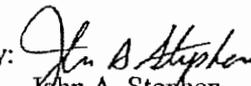
Area Served: Concord

No funding is required for this agreement.

Respectfully submitted,


James P. Fredyma,
Controller

Approved by:


John A. Stephen
Commissioner



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

AMENDMENT

This Agreement (hereinafter called the "Amendment") dated this 9th day of February, 2007 by and between the State of New Hampshire acting by and through the Department of Health and Human Services, (hereinafter referred to as the "Office") and the Absolute Data Destruction, Contract Number 710063, a corporation organized under the laws of the State of New Hampshire, with a place of business at 15 Lance Lane, Suite 15, Goffstown, NH 03045, (hereinafter referred to as the "Provider").

WHEREAS, pursuant to an agreement (hereinafter called the "Agreement") dated February 20, 2007, the Provider agreed to perform certain services upon the terms and conditions specified in the Agreement and in consideration of no cost by the Office as specified therein;

WHEREAS, pursuant to the provision of Section 17 of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and only after approval of such modification by the Governor and Council, or amendment;

WHEREAS, the Provider and the Office have agreed to amend the Agreement in certain respects;

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



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

AMENDMENT
(continued)

1. **Amendment and Modification of Agreement:**

Exhibit A – Scope of Services:

The Provider will continue services at the same service level for the following locations in Concord NH, but at no charge to the Department beginning with the effective date of this amendment through June 30, 2012.

DHHS Brown Building	129 Pleasant Street	Concord, NH, scheduled one day per week
DHHS Maintenance Building	105 Pleasant Street	Concord, NH, as requested by Office
NH Healthy Kids	25 Hall Street	Concord, NH, as requested by Office
DHHS New Heights & MMIS	7 Eagle Square	Concord, NH, as requested by Office
DHHS Concord District Office	40 Terrill Park	Concord, NH, as requested by Office

2. **Effective Date of Amendment:**

This Amendment shall take effect on February 15, 2007 or the date of Governor and Council approval, whichever is later.

3. **Continuance of Agreement:**

Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement and the obligations of the parties hereunder, shall remain in full force and effect in accordance with the terms and conditions set forth therein.



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

STATE OF NEW HAMPSHIRE
Office of Business Operations

By: *Rene M. Mattice*
(director's name)
Director

By: *[Signature]* *President*
(contract signator), (signator's title)

Absolute Data Destruction
(legal name of agency)



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

AMENDMENT
(continued)

STATE OF NEW HAMPSHIRE
COUNTY OF Hillsborough

On this the 27 day of MAR 2007, before me, Lauren Neves,
the undersigned officer, Robert Francis III personally appeared who acknowledged him/herself
to be the President of the Absolute Data Restriction
a corporation, and that he/she, as such President, being authorized so to do,
executed the foregoing instrument for the purposes therein contained, by signing the name of the
corporation by him/herself as President of the Absolute Data Restriction

In witness whereof I hereunto set my hand and official seal.



My Commission expires:

Signature of Lauren Neves
Notary Public/Justice of the Peace

Approved as to form, execution and substance:

OFFICE OF THE ATTORNEY GENERAL

By: Jill Desrochers
Assistant Attorney General
Date: March 16, 2007

I hereby certify that the foregoing contract was approved by the Governor and Council of the State of New Hampshire at the Meeting on:

OFFICE OF THE SECRETARY OF STATE

By:
Title:



443

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF BUSINESS OPERATIONS

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-4318 1-800-852-3345 Ext. 4318
Fax: 603-271-2896 TDD Access: 1-800-735-2964

John A. Stephen
Commissioner

James P. Fredyma
Controller

March 24, 2005

G&C Approved

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

Date 5/18/15
Item # 58

REQUESTED ACTION

Authorize the Department of Health and Human Services to amend an existing agreement (CE 710063) with Absolute Data Destruction of 15 Lance Lane, Suite 15, Goffstown, NH 03045 (Vendor # 46922), revising terms to meet the spending authority under the current agreement, with authority to adjust amounts between State Fiscal Years if needed and justified, effective February 23, 2005 or at date of Governor and Council approval through June 30, 2007. Governor and Council approved the original contract on June 26, 2002, item number 129.

<u>SFY</u>	<u>Account Number</u>	<u>Current Amount</u>	<u>Increase/ (Decrease) Amount</u>	<u>Revised Amount</u>
2003	010-095-5000-020-0252	\$10,378.00	\$2,865.00	\$13,243.00*
2004	010-095-5000-020-0252	\$10,378.00	\$6,755.00	\$17,133.00*
2005	010-095-5000-020-0252	\$10,378.00	(\$3,878.00)	\$ 6,500.00
2006	010-095-5000-020-0252	\$10,378.00	(\$2,878.00)	\$ 7,500.00
2007	010-095-5000-020-0252	<u>\$10,378.00</u>	<u>(\$2,864.00)</u>	<u>\$ 7,514.00</u>
Total		\$51,890.00	\$ 0.00	\$51,890.00

*Reflects actual prior year expenses and encumbrance adjustments.

EXPLANATION

The Governor and Executive Council approved a five-year agreement with Absolute Data Destruction on June 26, 2002, to provide for the removal and destruction of confidential records from state office and district offices. The Department is legally obligated to safeguard confidential material from misuse. In addition, the Department is required to recycle post-consumer waste paper under RSA 21-I:14-a. The agreement with Absolute Data Destruction satisfies both of these obligations.

His Excellency, Governor John H. Lynch
And the Honorable Executive Council
March 24, 2005
Page 2

Original projections for the agreement were based upon prior usage of the incinerator owned by the City of Concord. The incinerator was used primarily for the destruction of confidential Department documents. New rules at this facility would have forced the Department to purchase a new vehicle and provide an additional staff member for unloading. Consequently, a vendor was selected as a less costly alternative.

At the same time, the Tobey School recycling program collected non-confidential post-consumer waste paper for the Department, but has now ended these collections. To comply with the recycling statute, the Department has been employing the services of Absolute Data Destruction for all waste paper, which has increased costs. Since approval of the contract, actual costs have exceeded projections in each year.

When it became clear that the original amount would not be sufficient over the life of the agreement the Department instituted cost-saving operational changes to the utilization of Absolute Data Destruction services, in an effort to control expenses within the constraints of the contract. For example, to avoid minimum shipment charges, scheduled stops by the vendor have been ended. Facility managers now contact the vendor only when needed. While modestly successful, these and other measures have failed to correct the overall shortfall.

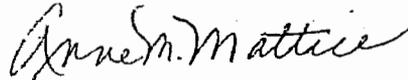
The Department has renegotiated this contract with the vendor that allows for the same level of service agreed to in the original contract, but at a reduced rate that would not exceed the total amount of the five-year commitment, and provides for the vendor to maintain the materials for recycle.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this project.

The area served is statewide.

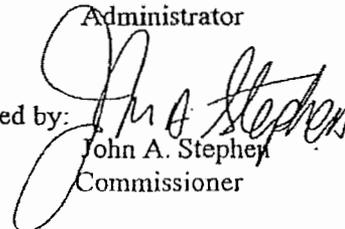
Funding for this agreement is 40% federal funds and 60% general funds.

Respectfully submitted,



Anne M. Mattice
Administrator

Approved by:



John A. Stephen
Commissioner



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

AMENDMENT

This Agreement (hereinafter called the "Amendment") dated this 7th day of January, 2005 by and between the State of New Hampshire acting by and through the Department of Health and Human Services, (hereinafter referred to as the "Office") and the Absolute Data Destruction, Contract Number 710063, a corporation organized under the laws of the State of New Hampshire, with a place of business at 15 Lance Lane, Suite 15, Goffstown, NH 03045, (hereinafter referred to as the "Provider").

WHEREAS, pursuant to an agreement (hereinafter called the "Agreement") dated June 26, 2002, the Provider agreed to perform certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Office of certain sums as specified therein;

WHEREAS, pursuant to the provision of Section 17 of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and only after approval of such modification by the Governor and Council, or amendment;

WHEREAS, the Provider and the Office have agreed to amend the Agreement in certain respects;

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



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

AMENDMENT
 (continued)

1. Amendment and Modification of Agreement:

Exhibit B – Contract Price

Provider will continue services at the same level but at no charge to the Department beginning with the effective date of this amendment through June 30, 2005.

The amount charged will decrease from \$.10 to \$.04 per pound beginning July 1, 2005 through June 30, 2007.

There will be no minimum charge for pickup.

The amount appropriated for each fiscal year will change as follows:

SFY	Account Number	Current Amount	Increase/Decrease	Revised Amount
2003	010-095-5000-020-0252	\$10,378.00	\$2,865.00	\$13,243.00*
2004	010-095-5000-020-0252	\$10,378.00	\$6,755.00	\$17,133.00*
2005	010-095-5000-020-0252	\$10,378.00	(\$3,878.00)	\$ 6,500.00
2006	010-095-5000-020-0252	\$10,378.00	(\$2,878.00)	\$ 7,500.00
2007	010-095-5000-020-0252	<u>\$10,378.00</u>	<u>(\$2,864.00)</u>	<u>\$ 7,514.00</u>
Total		\$51,890.00	\$ 0.00	\$51,890.00

*Reflects actual prior year expenses and encumbrance adjustments.

2. Effective Date of Amendment:

This Amendment shall take effect on January 26, 2005 or the date of Governor and Council approval, whichever is later.

3. Continuance of Agreement:



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

AMENDMENT
(continued)

STATE OF NEW HAMPSHIRE
COUNTY OF Hillsborough

On this the 18 day of January 2005 before me, Michael B. Clougherty,
the undersigned officer, Robert F. Francis III personally appeared who acknowledged him/herself
to be the President of the Absolute Data Destruction Inc
a corporation, and that he/she, as such President, being authorized so to do,
executed the foregoing instrument for the purposes therein contained, by signing the name of the
corporation by him/herself as President of the Absolute Data Destruction Inc

In witness whereof I hereunto set my hand and official seal.

[Signature of Michael B. Clougherty]
Notary Public/Justice of the Peace

MICHAEL B. CLOUGHERTY
NOTARY PUBLIC NEW HAMPSHIRE
MY COMMISSION EXPIRES 12/18/2007

Approved as to form, execution and substance:

OFFICE OF THE ATTORNEY GENERAL

By: [Signature]
Assistant Attorney General

Date: 4/12/05

I hereby certify that the foregoing contract was approved by the Governor and Council of the State of New Hampshire at the Meeting on:

OFFICE OF THE SECRETARY OF STATE

By:

Title:



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement and the obligations of the parties hereunder, shall remain in full force and effect in accordance with the terms and conditions set forth therein.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

STATE OF NEW HAMPSHIRE
Office of Business Operations

By: *Ronald M. Mattice*
(director's name)
Director

By: *Robert Francis III Pres*
(contract signator), (signator's title)

absolute Data Destruction
(legal name of agency)



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF FINANCE

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-4318 TDD Access: 1-800-735-2964

Donald L. Shumway
Commissioner

James P. Fredyma
Controller

May 14, 2002

Her Excellency, Governor Jeanne Shaheen
And the Honorable Executive Council
State House
Concord, New Hampshire 03301

APPROVED BY G+C
DATE 6/26/02
PAGE _____
ITEM # 129

REQUESTED ACTION

Authorize the Department of Health and Human Services to enter into an agreement for the pickup and destruction of the Department's confidential material with Absolute Data Destruction of 15 Lance Lane, Suite 15, Goffstown, NH 03045, Vendor Code 46922 in an amount not to exceed \$51,890.00. The term of the contract will be July 1, 2002 or upon approval of Governor and Council, whichever is later through June 30, 2007. Funds are anticipated to be available in the following account according to State Fiscal Year with the authority to adjust amounts through the Director, Division of Accounting Services, if needed and justified, between State Fiscal Years.

SFY 2003	010-095-5000-020-0252 Current Expense	\$10,378.00
SFY 2004	010-095-5000-020-0252 Current Expense	\$10,378.00
SFY 2005	010-095-5000-020-0252 Current Expense	\$10,378.00
SFY 2006	010-095-5000-020-0252 Current Expense	\$10,378.00
SFY 2007	010-095-5000-020-0252 Current Expense	\$10,378.00
Total		\$51,890.00

EXPLANATION

The Department of Health and Human Services serves more than one hundred thousand individuals in its district offices and central offices across the state and as a result generates a tremendous quantity of paper records, much of which is of a confidential nature and if not required to be retained, must be destroyed. The Department currently delivers this material to an incinerator to be burned. New safety regulations being instituted by the company would require the Department to purchase a new vehicle to meet the regulations. Absolute Data Destruction will pick up, shred, and recycle this material, providing a cost effective and environmentally friendly alternative.

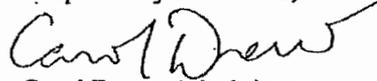
Her Excellency, Governor Jeanne Shaheen
And the Honorable Executive Council
May 14, 2002
Page 2

The Department of Health and Human Services issued a Request for Proposal (RFP) by a Legal Notice published in the Manchester Union on April 18, 19, and 20, 2002. Two bidders responded and Absolute Data Destruction was found to offer the same services as the other respondent at a lower cost. Consequently, Absolute Data Destruction was selected. A five year contract is desired because Absolute Data Destruction will guarantee their rate for five years.

The area served is statewide.

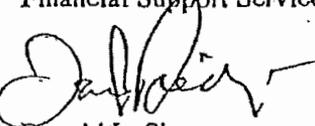
Funding for this agreement is 40% federal funds and 60% general funds.

Respectfully submitted,



Carol Drew, Administrator
Financial Support Services

Approved by:


Donald L. Shumway

Subject: Destruction of the Department's confidential material

AGREEMENT

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

GENERAL PROVISIONS

1. Identification and Definitions.

1.1 State Agency Name Health and Human Services		1.2 State Agency Address 129 Pleasant St. Concord NH 03301	
1.3 Contractor Name Absolute Data Destruction		1.4 Contractor Address 15 Lance Lane, Suite 15, Goffstown NH 03045	
1.5 Account No. 010-095-5000-020	1.6 Completion Date June 30, 2007	1.7 Audit Date N/A	1.8 Price Limitation \$51,890.00
1.9 Contracting Officer for State Agency Carol A. Drew		1.10 State Agency Telephone Number 603-271-5077	
1.11 Contractor Signature <i>Jeffrey M. Twardog</i>		1.12 Name & Title of Contractor Signor Jeffrey M. Twardog, SALES Rep.	
1.13 Acknowledgment: State of <u>NH</u> , County of <u>HILLSBOROUGH</u> On <u>5-6-02</u> , 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] <i>Gerald St Jean</i>			
1.13.2 Name & Title of Notary Public or Justice of the Peace GERALD ST JEAN, Notary Public			
1.14 State Agency Signature(s) <i>Carol A. Drew</i>		1.15 Name/Title of State Agency Signor(s) Carol A. Drew Administrator	
1.16 Approval by Department of Personnel (Rate of Compensation for Individual Consultants). By: _____ Director, On: _____			
1.17 Approval by Attorney General (Form, Substance and Execution) By: <i>John M. Cole</i> Assistant Attorney General, On: <u>5-20-02</u>			
1.18 Approval by the Governor and Council By: _____ On: _____			
2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("the State"), engages contractor identified in block 1.3 ("the Contractor") to perform, and the Contractor shall perform, that work or sale of goods, or both, identified and more particularly described in EXHIBIT A hereto ("the Services").			
3. EFFECTIVE DATE: COMPLETION OF SERVICES. 3.1 This agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Council of the State of New Hampshire approve this agreement, ("the Effective Date"). 3.2 If the date for commencement in Exhibit A precedes the effective date all services performed by Contractor between the commencement date and 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 be under no obligation to pay the contractor for any costs incurred or services performed; however that if this Agreement becomes effective all costs incurred prior to the effective date shall be paid under the terms of this Agreement. All services must be completed by the date specified in block 1.6.			
4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding anything in 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 those 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 1.5 in the event funds in that account are reduced or unavailable.			

CERTIFICATE OF VOTE

I, Robert E. Francis III, do hereby certify that:

1. I am duly elected President of Absolute Data Destruction

2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on 5-06-02.

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services concerning the following matter:

Destruction of the departments confidential material.

RESOLVED: That the Sales Rep. hereby is authorized on behalf of this Corporation to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as (s)he may deem necessary, desirable or appropriate.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect.

4. Jeffrey M. Twarog is the sales rep of the Corporation.

(Seal)
(Corporation)

[Signature]
Signature of President

State of NH

County of Hillsborough

The foregoing instrument was acknowledged before me this 6th day of MAY, 2002. By Gerald St Jean

(Seal)
(Notary Public)

GERALD ST JEAN, Notary Public
My Commission Expires: April 7, 2004

Name:
Title:
Commission Expires:

**EXHIBIT A
SCOPE OF SERVICES**

Absolute Data Destruction, 15 Lance Lane, Suite 15, Goffstown, NH 03045 is referred to as the "Contractor" and the State of New Hampshire, Department of Health and Human Services is the "State".

The Contractor shall provide for the pick up and destruction of the Department's confidential material.

The term of this contract shall be from July 1, 2002 through June 30, 2007.

EXHIBIT B
METHODS AND CONDITIONS OF PAYMENT

Payment shall be subject to the Contractor's compliance with the terms and conditions of this contract. Contractor shall send a monthly invoice to:

New Hampshire Department of Health and Human Services
Office of Finance
129 Pleasant St.
Concord NH 03301

The price of service will remain \$0.10 per pound and \$50.00 minimum per trip for the entire term of the contract. A Certificate of Destruction will be included with each invoice.

EXHIBIT C
SPECIAL PROVISIONS

The following provisions of the contract do not apply and are excluded for the purpose of this contract between the State and the Contractor.

Excluded items and paragraphs:

- 1.7 Audit Date
- 1.16 Department of Personnel
- 10 Reference to the Termination Report

2) Gratuities or Kickbacks

The Contractor agrees that it is a breach of this Agreement to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Agreement. The State may terminate this Agreement and any sub-contract or sub agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

3) Retroactive Payments-Individual Services

Notwithstanding anything to the contrary contained in this Agreement or in any other documents, agreement or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for any services provided to any individual prior to the Effective Date of this Agreement and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

4) Retroactive Payments-Contractor Services

Notwithstanding anything to the contrary contained in this Agreement or in any other document, agreement, or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for any costs incurred for any purposes prior to the Effective Date of the Agreement.

5) Audit Requirement

On or before the date set forth in Section 1.7 of these General Provisions, the Contractor shall deliver to the State, at the address set forth in Section 1.2 of these General Provisions, an independent audit performed by a Certified Public Accountant, of the Contractor, including the funds received under this Agreement.

The following requirements shall apply if the Contractor is a State or Local Government or an Institution of Higher Education or Other Nonprofit Organization: If the federal funds expended under this or any other Agreement from any and all sources exceeds \$300,000.00 in the aggregate in a one year fiscal period the required audit shall be performed in accordance with the provisions of OMB Circular A-133, Audits of States, Local Governments, and Nonprofit Organizations for fiscal years ending on or after June 30, 1997.

6) Credits

All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services or the Agreement shall include the following statement: "The preparation of this (report, document, etc.) was financed under an Agreement with the State of New Hampshire, Department of Health and Human Services, Division of (name), with funds provided in part or in whole by the (State of New Hampshire and/or United States Department of Health and Human Services.)"

7) Debarment, Suspension and Other Responsibility Matters

If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with the provisions of Section 319 of the Public Law 101-121, Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions; with the provisions of Executive Order 12549 and 45 CFR Subpart A, B, C, D, and E Section 76 regarding Debarment, Suspension and Other Responsibility Matters and shall complete and submit to the State the appropriate certificates of compliance upon approval of the agreement by the Governor and Council.

To the extent, if any, that the Contractor's terms and the State's terms (as set forth in the general agreement) conflict, the State's terms shall be controlling.