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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 9, 2017

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

Requested Action

Authorize the Department of Safety, Division of State Police, to exercise the two-year renewal option of the contract with NHMTA Services, Inc., (VC #216194-B001), 19 Henniker Street, Concord, NH, in an amount not to exceed \$14,980.00, increasing the total contract amount from \$14,980.00 to \$29,960.00, for the provision of pre-employment physical exams and drug screens of law enforcement personnel. This contract will be effective upon Governor and Council approval through June 30, 2019. Funding source: 35.72% Revolving (Watercraft Safety), 28.29% General, 15.61% Turnpike, 13.67% Highway, 6.71% Agency Income.

Funds are anticipated to be available in the SFY 2018 and SFY 2019 operating budget as follows contingent upon availability and continued appropriations with authority to adjust encumbrances in each of the state fiscal years through the Budget Office if needed and justified:

02-23-23-234015-40030000 Dept of Safety – Division of State Police – Traffic Bureau	<u>FY 2018</u>	<u>FY 2019</u>
020-500271- Current Expenses – Other Medical Services	\$ 4,280.00	\$ 4,280.00
02-23-23-234010-42150000 Dept. of Safety – Division of State Police – NHH Security		
020-500271 - Current Expenses – Other Medical Services	\$ 535.00	\$ 535.00
02-23-23-234010-50010000 Dept. of Safety – Division of State Police – Watercraft Safety		
020-500271 - Current Expenses – Other Medical Services	<u>\$ 2,675.00</u>	<u>\$ 2,675.00</u>
	\$ 7,490.00	\$ 7,490.00
	TOTAL	\$14,980.00

Explanation

This contract will provide pre-employment physical exams and drug screens for State Police Probationary Trooper, Marine Patrol Officer and New Hampshire Hospital Campus Security Officer candidates, as required for all applicants by *New Hampshire Police Standards Training Council's Recommended Guidelines for Recruit Academy Medical Examinations (Pol. 301.04, copy attached)*.

Respectfully submitted,

John J. Barthelmes
Commissioner of Safety

Pol 301.04 Physical Examination. Each applicant shall meet the following requirements relative to the applicant's physical examination:

(a) Each uncertified person employed as a police or corrections officer, after being issued a conditional offer of probationary employment by the hiring authority, shall undergo a physical examination by a New Hampshire licensed physician. For the purposes of this rule, "licensed physician" shall also include a licensed health care provider.

(b) The examination shall be conducted in order to provide all of the information specified on the council form "D".

(c) The licensed physician shall provide on council form "D" the following information:

- (1) Name, date of birth, height, weight, and general appearance of examinee;
- (2) Results of a visual acuity test on the examinee;
- (3) Lung breath sounds and rates;
- (4) Date of chest X-ray, if given;
- (5) Chest configuration, measurements and auxiliary nodes;
- (6) Blood pressure, pulse rate, and heart sounds and rhythm at rest, after moderate exercise and three minutes after exercise;
- (7) Condition of circulation to extremities and any abnormalities noted;
- (8) Results of nervous system tests including Romberg and knee-jerk tests;
- (9) Results of abdominal examination and any abnormalities noted;
- (10) Examination of the eyes, ears, nose, throat and teeth, and any abnormalities noted;
- (11) Mobility, symmetry and posture of the musculoskeletal system, including spine, upper and lower extremities, with notation of any limited function or missing parts;
- (12) Any physical, mental or emotional conditions which in the opinion of the physician suggest further examination;
- (13) Results of an EKG test, if required by the agency, or otherwise indicated by abnormal heart sounds and rhythms, or if the applicant is more than 40 years of age;
- (14) A certification that the examining physician has no reservations about the examinee's ability to participate without restrictions in a rigorous physical training program or perform the duties of a police or corrections officer, as appropriate;
- (15) Name, address and signature of physician; and
- (16) Date of examination.

(d) Council form "D" shall also contain a report of medical history section which shall be completed by the examinee.

(e) The medical history section of the Form "D" shall include information regarding:

- (1) History of prior diseases;
- (2) Hospitalizations;
- (3) Medical treatment;
- (4) Allergies;
- (5) Medical disabilities;
- (6) Illnesses or injuries; and
- (7) Whether or not the examinee:
 - a. Has ever been discharged from the military service for medical reasons;
 - b. Received a disability pension or compensation;
 - c. Been denied insurance or refused employment for medical reasons; or
 - d. Has ever sought worker compensation benefits for an accident or illness.

(f) The form shall also contain a signed release by the examinee to allow doctors, hospitals or clinics involved in treatment of the examinee to release the examinee's medical transcript to the council. It shall also contain a section where the examining physician may enter any comments on the reported medical history, and the name, address and signature of the examining physician.

Source. #1534, eff 2-17-80; ss by #1988, eff 3-25-82; ss by #2783, eff 7-27-84; ss by #4437, eff 6-22-88; ss by #5836, eff 6-15-94; ss by #7302, eff 6-8-00; ss by #9168, INTERIM, eff 6-3-08, EXPIRES: 11-30-08; ss by #9224, eff 8-1-08; amd by #9400, eff 2-27-09

Amendment

This agreement, (hereinafter called the "Amendment") by and between the New Hampshire Department of Safety, Division of State Police (hereinafter referred to as the "State"), and NHMTA Services, Inc., (hereinafter referred to as the "Contractor").

Whereas pursuant to an agreement (hereinafter referred to as the "Contract"), in the amount of \$14,980.00, the contractor agreed to perform certain services upon the terms and conditions specified in the contract and consideration of payment by the New Hampshire Department of Safety of certain sums therein.

Whereas the contractor and the state have agreed to amend the contract in certain aspects;

Now therefore, the parties hereto do hereby agree as follows:

1. Amendment and Modification
The contract is hereby amended as follows:
Section 1.7 Completion Date is extended from June 30, 2017 to June 30, 2019.
2. Section 1.8 Price Limitation is increased by \$14,980.00, changing the total contract amount from \$14,980.00 to \$29,960.00 for the provision of State Police pre-employment physicals and drug screenings.
3. Effective Date and Continuance
The amendment is effective upon Governor and Council approval. All other terms and conditions remain the same.

IN WITNESS WHEREOF, the parties set their hands as of the day and year written below.



Robert Sculley, President, NHMTA Services, Inc.

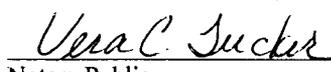
On April 19, 2017 personally appeared before me

Robert S. Sculley, whose identity I verified on the basis of

_____, to be the signer of the above and he/she acknowledged that he/she signed it.

Executed the foregoing instrument for the purposes therein contained.

IN WITNESS THEREOF, I hereunto set my hand and official seal.

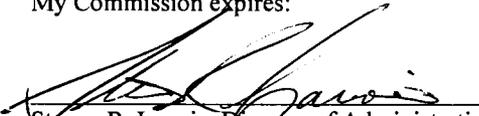


Notary Public

My Commission expires:

Vera C. Tucker, Notary Public
My Commission Expires September 19, 2017

Name and Title of Notary Public



Steven R. Lavoie, Director of Administration
N.H. Department of Safety

Approved by the Attorney General this 12 day of June, 2017.



Assistant Attorney General

Approved by the Governor and Council _____

Deputy Secretary of State

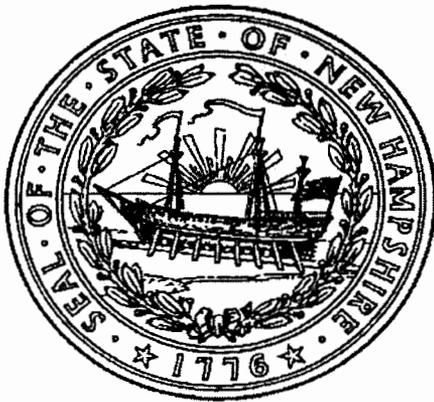
State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NHMTA SERVICES, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on December 08, 1995. 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: 241003



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 25th day of April A.D. 2017.

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

William M. Gardner
Secretary of State

Certificate of Vote

I, Bruce Lyskawa, Hereby certify that I am duly elected. Treasurer of NHMTA Services, Inc.

I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors of the Corporation. Duly called and held on October 7, 2010 at which a quorum of the Board was present and voting

VOTED:

That Robert J. Sculley is duly authorized to enter into a specific contract, namely drug and alcohol testing, with the State of New Hampshire. Department of Safety, and is further authorized to execute any documents that may in his judgement be desirable or necessary to affect 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 April 28, 2017 and that Robert J. Sculley is duly elected Secretary of this Corporation.

Attest:

April 28, 2017

A handwritten signature in black ink, appearing to read 'E. Bruce Lyskawa', is written over a horizontal line. The signature is fluid and cursive.

E. Bruce Lyskawa
Treasurer



P.O. Box 3898
 Concord, NH 03302-3898
 (603) 224-7337

CERTIFICATE OF INSURANCE

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.

This is to certify that: **NHMTA Services, Inc.** **Certificate #: 2**
 PO BOX 3898
 Concord, NH 03302

Is, at the issue date of this certificate, insured by the Company, under the policy(ies) listed below. The insurance afforded by the listed policy(ies) is subject to all their terms, exclusions and conditions and is not altered by any requirement, term or condition or other document with respect to which this certificate may be issued.

COVERAGE AFFORDED UNDER WC LAW OF THE FOLLOWING STATE: NH

TYPE OF POLICY	EXP DATE	POLICY NUMBER	LIMIT OF LIABILITY	
	Continuous*			
	Extended			
	Policy Term			
Workers' Compensation Any Proprietor/Partner/Executive Officer/Member Excluded? Yes: <input type="checkbox"/> If yes, describe under Description of Operations below	01/01/2017-01/01/2018	P000650NHMTA2017	Bodily Injury By Accident	\$500,000
			Bodily Injury by Disease Policy Limit	\$500,000
			Bodily Injury by Disease Each Person	\$500,000
Description of Operations:				
ADDITIONAL COMMENTS:				

*If the certificate expiration date is continuous or extended term, you will be notified if coverage is terminated or reduced before the certificate expiration date.

NOTICE OF CANCELLATION: (Not applicable unless a number of days is entered below.) Before the stated expiration date, the company will not cancel or reduce the insurance afforded under the above policies until at least 30 days. Notice of such cancellation has been mailed to:

NH MOTOR TRANSPORT ASSOCIATION SELF-INSURANCE GROUP TRUST

State of NH - Dept of Safety
 Division of State Police Business &
 Project Admin
 33 Hazen Drive
 Concord, NH 03305

 Authorized Representative

Concord, NH	603-224-7337	05/03/2017
Office	Phone Number	Date Issued



State of New Hampshire

DEPARTMENT OF SAFETY
OFFICE OF THE COMMISSIONER

33 HAZEN DR. CONCORD, NH 03305
603/271-2791

RG# 159516

JOHN J. BARTHELMES
COMMISSIONER

October 1, 2015

GC# 48
10-21-2015

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

Requested Action

Authorize the Department of Safety, Division of State Police, to enter into a two-year contract with NHMTA Services, Inc. (VC #216194-B001), 19 Henniker Street, Concord, NH in an amount not to exceed \$14,980.00, for the provision of pre-employment physical exams and drug screens of law enforcement personnel. This contract will be effective upon Governor and Council approval through June 30, 2017 and may be extended for one two-year term. Funding source: 16% Turnpike, 69% Highway, 11% Transfer from Other Agencies, 4% Navigational Safety.

Funds are available in the SFY 2016 and SFY 2017 operating budget as follows contingent upon availability and continued appropriations with authority to adjust encumbrances in each of the state fiscal years through the Budget Office if needed and justified:

02-23-23-234015-40030000	Dept of Safety – Division of State Police – Traffic Bureau	<u>FY 2016</u>	<u>FY 2017</u>
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020-500271	Current Expenses – Other Medical Services	<u>\$ 2,675.00</u>	<u>\$ 2,675.00</u>
		\$ 7,490.00	\$ 7,490.00
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Explanation

This contract will provide pre-employment physical exams and drug screens for State Police Probationary Trooper, Marine Patrol Officer, and New Hampshire Hospital Campus Security Officer candidates as required for all applicants by *New Hampshire Police Standards Training Council's Recommended Guidelines for Recruit Academy Medical Examinations* (Pol. 301.04).

An advertisement for requests for proposals was posted on the Administrative Services website from February 24 through March 12, 2015 as well as placed in the Manchester *Union Leader* on February 25, 26, and 27, 2015 pursuant to MOP 1600. Proposals were received from DSI Medical Services, Inc. and NHMTA Services, Inc. Initially, DSI was selected as the low bidder; however, the vendor was unable to ensure compliance with a section of the contract; therefore, NHMTA was selected.

Respectfully submitted,

John J. Barthelmes
Commissioner of Safety



New Hampshire Recruitment & Training Unit



Pre-employment Physicals & Drug Screening – Vendor Submission Criteria

(RC) Russell Conte, Administrative Major; (CW) Christopher Wagner, Captain, Support Services; (JM) John Marasco, Lieutenant, Recruitment & Training; (JD), Janice Day, Training Coordinator, Recruitment & Training

VENDOR: DSI Medical	Max Points	RC	CW	JM	JD		AVG.
A. Experience and reputation in the field	30	30	30	30	25		28.75
B. Qualifications & experience of medical professionals supervising the work (CV)	30	30	30	30	25		28.75
C. Price proposal	40	40	40	35	40		38.75
Criteria Score	100	100	100	95	90		96.25

VENDOR: NHMTA Services	Max Points	RC	CW	JM	JD		AVG.
A. Experience and reputation in the field	30	20	30	30	30		27.5
B. Qualifications & experience of medical professionals supervising the work (CV)	30	20	10	30	15		18.75
C. Price proposal	40	25	20	10	30		21.25
Criteria Score	100	65	60	70	75		67.5

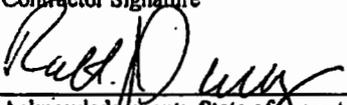
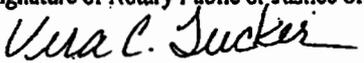
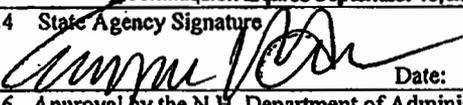
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name Department of Safety, Division of State Police		1.2 State Agency Address 33 Hazen Drive, Concord, NH 03305	
1.3 Contractor Name NHMTA Services, Inc		1.4 Contractor Address P. O. Box 3898, 19 Henniker Street, Concord, NH 03302-3898	
1.5 Contractor Phone Number (603) 224-7337	1.6 Account Number Please see Exhibit B	1.7 Completion Date June 30, 2017	1.8 Price Limitation Not to exceed \$14,980.00
1.9 Contracting Officer for State Agency Colonel Robert L. Quinn		1.10 State Agency Telephone Number (603) 223-3863	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Robert J. Sculley, President	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>August 31, 2015</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]			
1.13.2 Name and Title of Notary or Justice of the Peace Vera C. Tucker, Notary Public My Commission Expires September 19, 2017			
1.14 State Agency Signature  Date:		1.15 Name and Title of State Agency Signatory Elizabeth Bielecki, 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: <u>10/1/15</u>			
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

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, formulac, 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.

Contractor Initials

Date

[Signature]
08/31/15

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.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
DIVISION OF STATE POLICE**

EXHIBIT A

The New Hampshire Department of Safety, Division of State Police is contracting NHMTA Services, Inc., P. O. Box 3898, 19 Henniker Street, Concord, NH 03302-3898, to perform physical exams and/or drug screens as outlined in the *New Hampshire Police Standards and Training Council's Recommended Guidelines for Recruit Academy Medical Examinations (Pol 301.04)*. These services concern the pre-employment prescribed health, medical and physical examinations for personnel who may become employees of the Department of Safety, Division of State Police.

The contract will become effective upon Governor and Council approval through June 30, 2017 and may be extended for one (1) two (2)-year term (ending June 30, 2019) with no more than a three (3) percent increase.

EXHIBIT B

The Contractor agrees to invoice the Department of Safety separately for examinations performed for the Division of State Police for each individual whose exam has been processed completely (\$64.00 per physical exam; \$43.00 per drug exam for a total of \$107.00 per complete exam). The contractor further agrees not to exceed the contract total of \$14,980.00 through the contract end date of June 30, 2017. The State of New Hampshire agrees to make payment within 30 days of receipt of such invoices.

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

	<u>FY 2014</u>	<u>FY 2015</u>
02-23-23-234015-4003 020-500271 Current Expenses – Other Medical Services	Dept of Safety – Division of State Police – Traffic Bureau \$4,280.00	Dept of Safety – Division of State Police – Traffic Bureau \$4,280.00
02-23-23-234010-4215 020-500271 Current Expenses – Other Medical Services	Dept. of Safety - Division of State Police - NHH Security \$ 535.00	Dept. of Safety - Division of State Police - NHH Security \$ 535.00
02-23-23-234010-5001 020-500271 Current Expenses – Other Medical Services	Dept. of Safety – Division of State Police - Watercraft Safety <u>\$2,675.00</u>	Dept. of Safety – Division of State Police - Watercraft Safety <u>\$2,675.00</u>
TOTAL	\$7,490.00	\$7,490.00

EXHIBIT C

Both parties agree to amending section 14.1.1 of the P-37 amount of insurance to agree with the vendor's coverage currently in force of comprehensive general liability in the amount of \$1,000,000.00 each occurrence and excess/umbrella liability of \$1,000,000.00 each occurrence. This is deemed to be sufficient given the nature of the contract.