

92 m/c



Margaret D. LaBrecque
Commandant

New Hampshire Veterans Home

139 Winter Street
Tilton, NH 03276-5415



Telephone: (603) 527-4400
Fax: (603) 286-4242

January 10, 2022

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

REQUESTED ACTION

Authorize the New Hampshire Veterans Home to enter into a contract with Lincare Inc, (Vendor #175897), 19387 US N. Clearwater, FL 33764 in the amount of \$155,250 to provide Oxygen and Respiratory services to the residents of the New Hampshire Veterans Home, effective upon Governor & Council approval through January 31, 2025.

Funding Source 28% Federal, 47% General Funds, 25% Other.

Funds are available in account, 05-43-43-430010-53590000, New Hampshire Veterans Home, Professional Services, as follows with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified.

	<u>FY 2022</u>	<u>FY 2023</u>	<u>FY2024</u>	<u>Total</u>
# 020-500271 Other Medical Services	\$51,750	\$51,750	\$51,750	\$155,250

EXPLANATION

This contract provides for Oxygen and respiratory services at the New Hampshire Veterans Home. The New Hampshire Veterans Home advertised for bids in September 2021 on the State of NH Purchase and Property website as well as the New Hampshire Veterans Home website for Oxygen & Respiratory Services. Lincare Inc. was the only vendor to respond to this RFP. The New Hampshire Veterans Home is confident in the credentials of this contractor and as such feel comfortable in awarding this contract.

This contract has been approved by the Attorney General's Office as to form, substance and execution. Your favorable action on this request would be appreciated.

Respectfully Submitted,

Margaret D. LaBrecque
Commandant

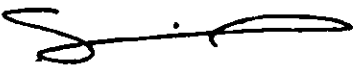
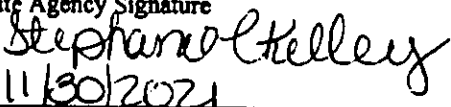

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Veterans Home		1.2 State Agency Address 139 Winter Street, Tilton, NH 03276	
1.3 Contractor Name Lincare Inc		1.4 Contractor Address 19387 US 19 North Clearwater, FL 33764	
1.5 Contractor Phone Number 1-800-284-2006	1.6 Account Number 043-010-53590000-020	1.7 Completion Date 1/31/2025	1.8 Price Limitation \$155,250
1.9 Contracting Officer for State Agency Stephanie Kelley, Business Administrator		1.10 State Agency Phone Number 603-527-4838	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Catherine McGonagill, Vice President of Managed Care	
1.13 State Agency Signature Date:  11/30/2021		1.14 Name and Title of State Agency Signatory Stephanie Kelley Business Administrator IV	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 1/10/2022			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials 
 Date 11/29/2021

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, 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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provide in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

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

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

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

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

7. PERSONNEL.

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

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

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

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

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

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

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

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

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

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

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

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

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

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

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

EXHIBIT A
SPECIAL PROVISIONS

1. Lincare, Inc represents and warrants that they have obtained and will maintain in force all licenses and permits required by federal, state and local authorities for the performance of the specifications.
2. This agreement may be cancelled by either party at any time without cause by giving a 30 day notice in writing to the other party.
3. Lincare, Inc. is aware of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH ACT) and agrees to comply with their regulations concerning privacy and security.
4. Lincare, Inc. shall insure that malpractice insurance is maintained in the amount of \$1 million/\$3 million minimum for the term of this contract and shall supply an updated certificate stating such.
5. Lincare Inc. agrees to service the facility as an independent contractor and comply with any and all standards of professional practice.
6. The New Hampshire Veterans Home assumes responsibility for any missing equipment and/or cylinders that have been provided by Lincare Inc for the use of those residents to which services are provided.

EXHIBIT B
SCOPE OF SERVICES

A. Scope Of Services:

The New Hampshire Veterans Home (NHVH) proposes to enter into an agreement with a contractor to provide oxygen and respiratory services to include respiratory assessments and consultation on all residents within the facility.

1. Provide a variety of products to NHVH residents on an individual basis and bill their Medicare Part B or other insurance for these items.
2. Supply NHVH residents with stationary and portable oxygen systems in gaseous or liquid form as prescribed.
3. The bidder shall provide service, maintenance and inspection to the Home's concentrators.
4. Provide bulk oxygen for facility use in liquid form
5. Provide Respiratory therapists who will provide clinical assessments on specific residents as needed.
6. 24/7 availability & support for emergency oxygen supplies and services.
7. Consistent and timely product deliveries
8. The Bidder shall sign in and out upon entering as well as wear a contractors ID badge, provided by State.
9. Unsatisfactory response to any or all of the listed services or requirements will be a basis for immediate termination of the contract.
10. Both parties reserves the right to terminate this contract at any given time with a 30 day written notice.
11. This bid includes a two-year extension option that may be exercised at the end of the three-year term with Governor and Council approval.

Services and Supplies include:

Respiratory Services

- Educational In-Services
- Resident Assessments
- Equipment Evaluations
- On-Site Consultations
- CPR Certification(where applicable)
- Mask Fittings (where applicable)

Educational In-service Topics -Provide in-service opportunities to NHVH staff

- Aerosol Therapy
- Oxygen Therapy
- Tracheostomy Care
- Bi-level, CPAP, & Sleep Disorders
 - Specimen Handling Guidelines
 - Respiratory Disease (Tuberculosis/Pneumonia/MRSA)
 - Suctioning
- Resident Assessment
- Chronic Obstructive Pulmonary Disease
- Breathing Exercises
- Assessing Breath Sounds
- Chest Physical Therapy

Oxygen and Oxygen-Related Products

Provide a full range of oxygen and oxygen supplies needed to meet the needs of all NHVH residents.

- Compressed oxygen: cylinders size E for unit emergency oxygen stations
- Liquid oxygen and liquid oxygen vessels: portables (including high-flow), stationary tanks, bulk tanks
- Concentrators (including high-flow)
- Cannulas, tubing, and humidification solutions
- Regulators and flow meters
- Pulse oximeters (including finger or ear probes)

Pressure Support Devices

Provide pressure support devices for the treatment of sleep and breathing disorders as prescribed.
Examples: (but not limited to)

- CPAPs and BiPAPs
- Tubing and masks
- Invasive and non-invasive ventilators
- Ventilator circuits and manual resuscitators

Respiratory Equipment and Supplies

- Nebulizers
- PSI compressors
- Suction machines
- Heated humidifiers (including high-flow)
- Mechanical insufflators
- Percussors
- Trach tubes and inner cannulas
- Speaking valves and spirometers

EXHIBIT C
BUDGET AND METHOD OF PAYMENT

Year 1

Liquid Oxygen - <u>.75</u> * 27000lbs (2000lbs/month)	=	<u>\$20,250.00</u>
Liquid Oxygen Reservoirs - <u>\$ 25.00</u> (6 @ 25.00/month)* 12	=	<u>\$1,800.00</u>
Liquid Oxygen Portable - <u>\$27.00</u> (40 @ \$27.00 /month) * 12	=	<u>\$12,960.00</u>
E-Tank contents - <u>\$ 6.00</u> (15@ 6.00 /each) * 12	=	<u>\$1,080.00</u>
E-Tank rental - <u>\$ 2.00</u> (15@ \$ 2.00 /each) * 12	=	<u>\$360.00</u>
Approximate use of Respiratory Therapist 24 * \$75.00	=	<u>\$1,800.00</u>
Delivery Charge - <u>\$ 0</u> * 12	=	<u>\$0</u>
BiPAP rental <u>\$ 135.00</u> (5@ \$135.00 /month) * 12	=	<u>\$8,100.00</u>
C-PAP rental <u>\$90.00</u> (5@ \$90.00 /month) * 12	=	<u>\$5,400.00</u>
Additional Costs <u>\$0</u>	=	<u>\$0</u>
Year 1 Total	=	<u>\$51,750.00</u>

Year 2

Liquid Oxygen - <u>.75</u> * 27000lbs (2000lbs/month)	=	<u>\$20,250.00</u>
Liquid Oxygen Reservoirs - <u>\$ 25.00</u> (6 @ 25.00/month)* 12	=	<u>\$1,800.00</u>
Liquid Oxygen Portable - <u>\$27.00</u> (40 @ \$27.00 /month) * 12	=	<u>\$12,960.00</u>
E-Tank contents - <u>\$ 6.00</u> (15@ 6.00 /each) * 12	=	<u>\$1,080.00</u>
E-Tank rental - <u>\$ 2.00</u> (15@ \$ 2.00 /each) * 12	=	<u>\$360.00</u>
Approximate use of Respiratory Therapist 24 * \$75.00	=	<u>\$1,800.00</u>
Delivery Charge - <u>\$ 0</u> * 12	=	<u>\$0</u>
BiPAP rental <u>\$ 135.00</u> (5@ \$135.00 /month) * 12	=	<u>\$8,100.00</u>
C-PAP rental <u>\$90.00</u> (5@ \$90.00 /month) * 12	=	<u>\$5,400.00</u>
Additional Costs <u>\$0</u>	=	<u>\$0</u>
Year 2 Total	=	<u>\$51,750.00</u>

Year 3

Liquid Oxygen - <u>.75</u> * 27000lbs (2000lbs/month)	=	<u>\$20,250.00</u>
Liquid Oxygen Reservoirs - <u>\$ 25.00</u> (6 @ 25.00/month)* 12	=	<u>\$1,800.00</u>

Liquid Oxygen Portable - <u>\$27.00</u> (40 @ \$27.00 /month) * 12	= <u>\$12,960.00</u>
E-Tank contents - \$ <u>6.00</u> (15@ 6.00 /each) * 12	= <u>\$1,080.00</u>
E-Tank rental - \$ <u>2.00</u> (15@ \$ 2.00 /each) * 12	= <u>\$360.00</u>
Approximate use of Respiratory Therapist 24 * \$75.00	= <u>\$1,800.00</u>
Delivery Charge - \$ <u>0</u> * 12	= <u>\$0</u>
<u>BiPAP rental \$ 135.00 (5@ \$135.00 /month) * 12</u>	= <u>\$8,100.00</u>
<u>C-PAP rental \$90.00 (5@ \$90.00 /month) * 12</u>	= <u>\$5,400.00</u>
<u>Additional Costs \$0</u>	= <u>\$0</u>
. Year 3 Total	= <u>\$51,750.00</u>

Total not to exceed amount

\$ 155,250.00

Cylinder type amounts are approximate and are not a guarantee of usage.

A. Invoicing:

The successful contractor shall agree to invoice the New Hampshire Veterans Home the amount as service is performed and product delivered. All invoices must include detail of work performed, dates and location of service and prices. Please include one original invoice and one copy. Payment will not be due until thirty (30) days after the invoice has been received at the NH Veterans Home business office.

B. Payment:

Payment may be withheld if work is not performed as described under SCOPE OF SERVICES, and the immediate termination of this contract could occur.

Unless otherwise noted on the proposal, payment will be due thirty (30) days after invoicing. A check will be issued through the State Treasurer and forwarded to the Vendor within fourteen (14) days after processing begins at the agency level. Payments will be for only what has been agreed to in the RFP. The NHVH does not pay late charges or interest.



The individual, Catherine McGonagill, is authorized to sign the State of New Hampshire Bid Transmittal Letter (BID # NHVH2022-002) on behalf of Lincare Inc.

[Signature]
Greg McCarthy, COO

11/8/2021
Dated

NOTARY PUBLIC

State of: Florida

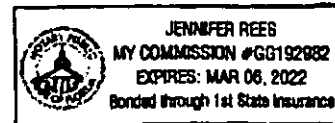
County of: Pinellas

On the 9 day of November, 2021, personally appeared before me, the above named

Greg McCarthy in his/her capacity as authorized representative of
Lincare Inc.

[Signature]
Notary Signature

Seal/Stamp



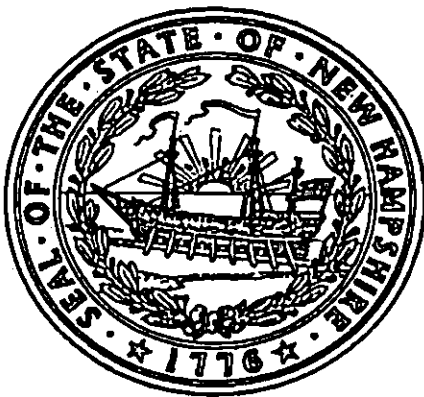
State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that LINCARE INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on June 05, 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: 228888

Certificate Number: 0005452008



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 5th day of October A.D. 2021.

A handwritten signature in cursive script, appearing to read "William Gardner".

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/20/2021

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 EPIC Insurance Brokers & Consultants 350 Hudson Street - 4th Floor New York, NY 10014		Phone No.: (212) 488-0200 Fax No.: (212) 488-0220	CONTACT NAME: Haendel Conli
INSURED Lincare Inc. 19387 US 19 North Clearwater, FL 33764		PHONE (A/C No., Ext): 212.488.0445 FAX (A/C No.): EMAIL: ADDRESS: HaendelConli@epicbrokers.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: ALLIANZ GLOBAL RISKS US INSURANCE CO.	NAIC # 35300
		INSURER B: TRAVELERS PROPERTY CASUALTY CO. OF AMERICA	25874
		INSURER C: TRAVELERS INDEMNITY COMPANY	25858
		INSURER D: ALLIANZ UNDERWRITERS INSURANCE CO	36420
		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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			USL00157021	10/01/2021	10/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 1,000,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/DP AGG \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS			CAP-7440L678	01/01/2021	01/01/2022	COMBINED SINGLE LIMIT (EA ACCIDENT) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			USL00157121	10/01/2021	10/01/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	DED RETENTION \$						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB-1R81742A-21-51-K UB-1R814596-21-51-R	01/01/2021 01/01/2021	01/01/2022 01/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	PROFESSIONAL LIABILITY			USF00031621	10/01/2021	10/01/2022	\$1,000,000 Each Act / \$3,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate issued as evidence of the above insurance for Any and All Named Insured occupied locations anywhere in the United States.

CERTIFICATE HOLDER New Hampshire Veterans Home 139 Winter Street Tilton, NH 03276	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
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