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Jeffrey A. Meyers
Commissioner

Lori A. Shibinette
Chief Executive Officer

APR18'18 PM 3:14 DAS
STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES
NEW HAMPSHIRE HOSPITAL

36 CLINTON STREET, CONCORD, NH 03301
603-271-5300 1-800-852-3345 Ext. 5300
Fax: 603-271-5395 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

March 26, 2018

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, New Hampshire Hospital, to exercise a renewal option to an existing agreement with Triumvirate Environmental, Inc. (Vendor Code #174589) 200 Inner Belt Road, Somerville, MA 02143, to provide hazardous pharmaceutical waste disposal services for New Hampshire Hospital by increasing the price limitation by \$76,950 from \$42,201 to \$119,151 and extending the contract completion date from June 30, 2018 to June 30, 2020 effective upon Governor and Executive Council approval.

The original contract was approved by the Governor and Executive Council on March 9, 2016 (Item #23). 20% Federal Funds, 34% General Funds, and 46% Other Funds (Provider Fees).

Funds are available in the following account in State Fiscal Year 2018 and 2019 and anticipated to be available in State Fiscal Year 2020, upon the availability and continued appropriation of funds in future operating budgets, with the ability to adjust encumbrances between State Fiscal Years without further approval from the Governor and Executive Council through the Budget Office, if needed and justified.

05-095-940010-87500000 HEALTH AND SOCIAL SERVICES, DEPARTMENT OF HEALTH AND HUMAN SERVICES, HHS: NEW HAMPSHIRE HOSPITAL, NEW HAMPSHIRE HOSPITAL ACUTE PSYCHIATRIC SERVICES

State Fiscal Year	Class	Title	Activity Code	Current Budget Amount	Increase / (Decrease)	Modified Budget Amount
2016	100-500726	Prescription Drug Expense	94057400	\$14,670	\$0	\$14,670
2017	100-500726	Prescription Drug Expense	94057400	\$19,765	\$0	\$19,765
2018	100-500726	Prescription Drug Expense	94057400	\$7,766	\$19,620	\$27,386
2019	100-500726	Prescription Drug Expense	94057400	\$0	\$27,240	\$27,240
2020	100-500726	Prescription Drug Expense	94057400	\$0	\$30,090	\$30,090
			Total:	\$42,201	\$76,950	\$119,151

EXPLANATION

The purpose of this amendment is to continue providing hazardous pharmaceutical waste disposal services for New Hampshire Hospital by increasing the price limitation by \$76,950 from \$42,201 to \$119,151 and extending the contract completion date from June 30, 2018 to June 30, 2020.

Pharmaceutical waste is generated through a wide variety of activities in a healthcare facility, including, but not limited to, intravenous (IV) preparation, general compounding, spills/breakage, partially used vials, syringes, discontinued or unused intravenous preparations, unused unit dose repacks, patients' personal medications, and outdated pharmaceuticals.

Due to the varying functionality of the patients served at New Hampshire Hospital, prescribed medications may not be accepted by the patient. Medications and other materials that fall into these categories are classified as "hazardous pharmaceutical waste."

Federal and state agencies require specific methods be used when handling, disposing, and transporting pharmaceutical waste. The services provided under this amendment will provide New Hampshire Hospital with the assistance necessary to comply with hazardous waste regulations by properly managing and disposing of such waste through June 30, 2020. Due to a higher than anticipated need, this amendment seeks to increase the contract limitation for SFY 2018.

The original contract was competitively bid. The contract contains language which offers contract extensions for up to five (5) additional years. New Hampshire Hospital is requesting approval to exercise two years, based upon the satisfactory delivery of services, subject to continued availability of funding, the satisfactory performance of the vendor, and approval of the Governor and Executive Council.

Triumvirate Environmental, Inc. has provided services that meet the needs of the Department since 2016, including assurances that the Department continues to be in compliance with federal and state regulations regarding the disposal of hazardous pharmaceutical waste.

Should the Governor and Executive Council determine not to approve this request, New Hampshire would be out of compliance with federal and state regulations which may result in serious violations and large penalties.

Area Served: New Hampshire Hospital, Concord, NH

Source of Funds: 20% Federal Funds from Disproportionate Share Hospital Program CFDA 93.778 FAIN #1805NH05ADMIN, 34 % General Funds, 46% Provider Fees.

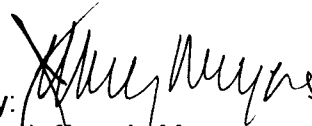
In the event that the federal funds become no longer available, no additional general funds will be requested to support this agreement.

Respectfully submitted,



Lori A. Shibinette
Chief Executive Officer

Approved by:



Jeffrey A. Meyers
Commissioner



**New Hampshire Department of Health and Human Services
Hazardous Pharmaceutical Waste Disposal Services**

**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the
Hazardous Pharmaceutical Waste Disposal Services**

This 1st Amendment to the Hazardous Pharmaceutical Waste Disposal Services contract (hereinafter referred to as "Amendment #1") dated this 22nd day of March, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Triumvirate Environmental, Inc., (hereinafter referred to as "the Contractor"), a corporation with a place of business at 200 Inner Belt Road Somerville, MA 02143.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on March 9, 2016, Item #23, 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 18, the State may modify the scope of work and the payment schedule of the Contract and pursuant to Exhibit C-1, Revisions to General Provisions, the State may renew services for up to five (5) additional years, upon written agreement of the parties and approval of the Governor and Executive Council; and

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 to amend as follows:

1. Form P-37, General Provisions, Block 1.7, Completion Date, to read:
June 30, 2020.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, from \$42,201 to read:
\$119,151.
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
E. Maria Reinemann, Esq., Director of Contracts and Procurement.
4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:
603-271-9330.
5. Delete in its entirety Exhibit B, Methods and Conditions, Precedent to Payment, and replace with Exhibit B- Amendment #1.
6. Delete in its entirety Exhibit B-3 SFY 2018 Fee for Services Schedule and replace with Exhibit B-3 SFY 2018 Fee for Services Schedule Amendment #1.
7. Add Exhibit B-4 SFY 2019 Fee for Service Schedule Amendment #1.



**New Hampshire Department of Health and Human Services
Hazardous Pharmaceutical Waste Disposal Services**

8. Add Exhibit B-5 SFY 2020 Fee for Service Schedule Amendment #1.



**New Hampshire Department of Health and Human Services
Hazardous Pharmaceutical Waste Disposal Services**

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

4/6/18
Date

Lori Shubinette
Lori A. Shubinette
Chief Executive Officer

Triumvirate Environmental, Inc.

March 28, 2018
Date

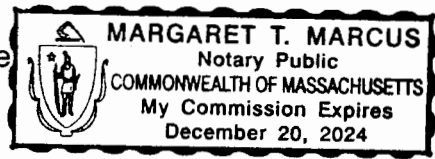
Emily Duquette
Name: Emily Duquette
Title: Contracts Manager & Assistant Secretary

Acknowledgement of Contractor's signature:

Commonwealth of
~~State of~~ Massachusetts, County of Middlesex on March 28, 2018, 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.

Margaret T. Marcus
Signature of Notary Public or Justice of the Peace

Name and Title of Notary or Justice of the Peace



My Commission Expires: _____

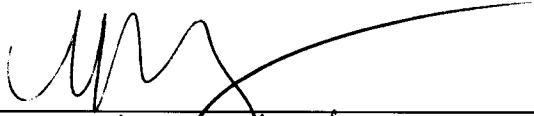


**New Hampshire Department of Health and Human Services
Hazardous Pharmaceutical Waste Disposal Services**

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

OFFICE OF THE ATTORNEY GENERAL

4/16/18
Date


Name: Megan A. Yopl
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:



Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. This Contract is funded with general and federal funds. Department access to federal funding is dependent upon meeting the requirements set forth in the Catalogue of Family and Domestic Assistance (CFDA) # 93.778, US Department of Health and Human Services, Centers for Medicare and Medicaid Services, Medical Assistance Program.
3. Payment for said services shall be made as follows:
 - 3.1. The Contractor shall bill the Department on a fee-for-service basis for hazardous pharmaceutical waste disposal services in accordance with Exhibit B-1 2016 Fee-For-Service Schedule, through Exhibit B-5 SFY 2020 Fee-For-Service Schedule Amendment #1 for services provided in accordance with Exhibit A, Scope of Services.
 - 3.2. The State shall initiate payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to Exhibit A, Scope of Services.
 - 3.3. Invoices identified in Section 3.1 must be submitted to:

New Hampshire Hospital
Accounts Payable
36 Clinton St
Concord, NH 03301
 - 3.4. A final payment request shall be submitted no later than forty (40) days from the Form P37, General Provisions, Contract Completion Date, Block 1.7.
4. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
5. Notwithstanding paragraph 18 of the Form P-37, General Provisions, an amendment limited to transfer the funds between State Fiscal Years and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council in accordance with the New Hampshire Hospital SFY 2018-2020 Unit Based Pricing Schedule in Section 6, below.
6. The Contractor shall bill the Department on a fee-for service basis in accordance with the New Hampshire Hospital SFY 2018-2020 Unit Based Pricing Schedule,

New Hampshire Department of Health and Human Services
 Hazardous Pharmaceutical Waste Disposal Services



Exhibit B Amendment #1

below, not to exceed amounts and costs identified in Exhibit B-1 through Exhibit B-5 Amendment #1.

New Hampshire Hospital SFY 2018 - 2020 Unit Based Pricing Schedule					
Disposal Category	Size	Waste Stream	SFY 2018 Current Cost (Ea.)	SFY2019 (Jul - Jun) Cost (Ea.)	SFY 2020 (Jul - Jun) Cost (Ea.)
Pharmaceutical Waste	5 Gallon	Pharmaceutical Inhalers	\$ 115.00	\$ 119.60	\$ 124.38
Pharmaceutical Waste	18 Gallon	RCRA Waste Pharmaceuticals	\$ 225.00	\$ 234.00	\$ 243.36
Pharmaceutical Waste	Pallett	RCRA Waste Pharmaceuticals	\$ 975.00	\$ 1,014.00	\$ 1,054.56
Massachusetts State Transporter Fee (Pound)	MTF		\$0.02812 per Pound	\$0.02812 per Pound	\$0.02812 per Pound
Massachusetts State Transporter Fee (Gallon)	MTF		\$0.2812 per Gallon	\$0.2812 per Gallon	\$0.2812 per Gallon
Supply Category	Size	Units	Current Cost	SFY2019 (Jul - Jun)	SFY2020 (Jul - Jun)
5 Gallon D.O.T Shippable Pail	5 Gallon	Each	\$ 14.00	\$ 14.56	\$ 15.14
18 Gallon Black RCRA Disposable Container - D.O.T Shippable	18 Gallon	Box of 5	\$ 225.00	\$ 234.00	\$ 243.36
5.5 Quart Disposable (Mailbox Style) Collection Container	5.5. Quart	Box of 16	\$ 172.00	\$ 178.88	\$ 186.04
Miscellaneous	Type	Units	Current Cost	SFY2019 (Jul - Jun)	SFY2020 (Jul - Jun)
Labor - Environmental Specialist	Labor	Per Hour	\$ 70.00	\$ 72.80	\$ 75.71
Labor - Environmental Compliance Advisor	Labor	Per Hour	\$ 165.00	\$ 171.60	\$ 178.46
Service Vehicle	Transportation	Each	\$ 125.00	\$ 130.00	\$ 135.20
Disposal Transportation (Waste Hauler)	Transportation	Each	\$ 250.00	\$ 260.00	\$ 270.40
Energy and Insurance Surcharge	Surcharges	Percentage of Invoice	9%	13%	17%
Ongoing Formulary Characterizations	Formulary	Each	\$ 500.00	\$ 520.00	\$ 540.80
Onsite DOT Training	DOT	8 Hour Onsite Session up to 8 Individuals	\$ 2,850.00	\$ 2,964.00	\$ 3,082.56

*Any future additional pricing of waste streams / sizes will be mutually agreed to by change order prior to shipment

Exhibit B-3 2018 Fee For Service Schedule Amendment #1

Category/Description	Amount
Supplies	\$1,000.00
Consulting Advise Services	\$2,970.00
Waste Disposal @ \$2,200/qtr	\$7,800.00
On-Site Support @ \$1000/monthly	\$5,000.00
Refresher Training (Consulting Time Split with Environmental Specialist Education Time (Includes Travel)	\$2,850.00
Subtotals:	\$19,620.00 *
Original Budgeted Funds	\$7,765.16
Total for State Fiscal Year 2018	\$27,385.16 **

* Reserves the right to allocate budgetary components within each fiscal year based on actual needs, not to exceed the authorized appropriations
 ** Includes original budgeted funds and additional requested funds.

Exhibit B-4 2019 Fee For Service Schedule Amendment #1

Category/Description	Amount
Supplies	\$500.00
Consulting Advise Services	\$6,940.00
Waste @ \$2,200/qtr	\$8,800.00
On-Site Support @ \$1000/monthly	\$12,000.00
Refresher Training (Consulting Time Split with Environmental Specialist Education Time (Includes Travel)	
Subtotals:	\$27,240.00 *
Total for State Fiscal Year 2019	\$27,240.00

* Reserves the right to allocate budgetary components within each fiscal year based on actual needs, not to exceed the authorized appropriations

Exhibit B-5 2020 Fee for Service Schedule Amendment #1

Category/Description	Amount
Supplies	\$500.00
Consulting Advise Services	\$5,940.00
Waste @ \$2,200/qtr	\$8,800.00
On-Site Support @ \$1000/monthly	\$12,000.00
Refresher Training (Consulting Time Split with Environmental Specialist Education Time (Includes Travel)	\$2,850.00
Subtotals:	\$30,090.00 *
Total for State Fiscal Year 2020	\$30,090.00

* Reserves the right to allocate budgetary components within each fiscal year based on actual needs, not to exceed the authorized appropriations

State of New Hampshire

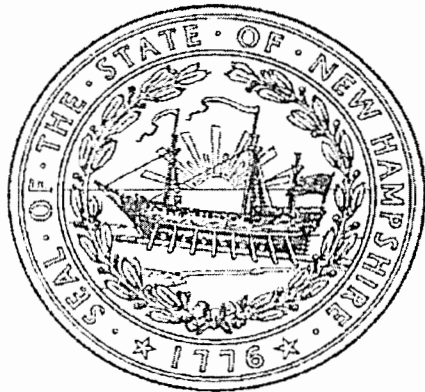
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that TRIUMVIRATE ENVIRONMENTAL, INC. is a Massachusetts Profit Corporation registered to transact business in New Hampshire on April 10, 1997. 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: 268469

Certificate Number : 0004077534



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 2nd day of April A.D. 2018.

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Doug Youngen, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Triumvirate Environmental, Inc.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on March 28, 2018:
(Date)

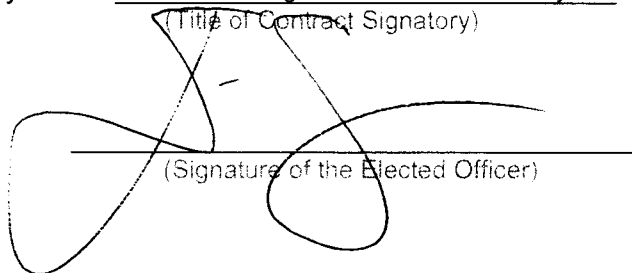
RESOLVED: That the Contracts Manager and Assistant Secretary
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency 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 28th day of March, 2018.
(Date Contract Signed)

4. Emily Duquette is the duly elected Contracts Manager and Assistant Secretary
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

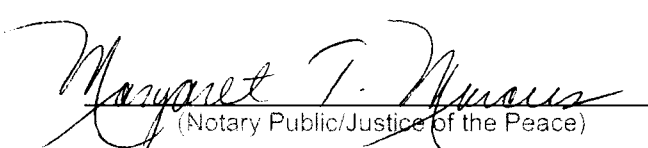

(Signature of the Elected Officer)

COMMONWEALTH OF MASSACHUSETTS
~~STATE OF NEW HAMPSHIRE~~

County of Middlesex

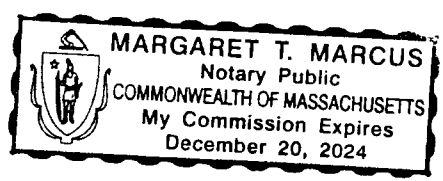
The forgoing instrument was acknowledged before me this 28th day of March, 2018.

By Doug Youngen
(Name of Elected Officer of the Agency)


(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: _____



CERTIFICATE OF LIABILITY 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.

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

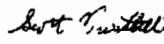
PRODUCER USI Insurance Services LLC-CL 75 John Roberts Road, Building C South Portland, ME 04106 855 874-0123	CONTACT NAME: PHONE (A/C, No, Ext): 855 874-0123	FAX (A/C, No): 877-775-0110
	E-MAIL ADDRESS:	
INSURED Triumvirate Environmental, Inc. 200 Inner Belt Road Somerville, MA 02143-4456	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Ironshore Specialty Insurance Co	NAIC # 25445
	INSURER B : New Hampshire Insurance Company	23841
	INSURER C : National Union Fire Ins Pittsburgh, PA	19445
	INSURER D :	
	INSURER E :	

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PD Ded:100000 GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			002615002	12/31/2017	12/31/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> MCS90 <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA2820176 AOS CA2820177 MA	12/31/2017 12/31/2017	12/31/2018 12/31/2018	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB CLAIMS-MADE DED RETENTION \$			002615102	12/31/2017	12/31/2018	EACH OCCURRENCE \$25,000,000 AGGREGATE \$25,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC028250883	12/31/2017	12/31/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Contractors Poll. Professional Liab			002615002 002615002	12/31/2017 12/31/2017	12/31/2018 12/31/2018	\$1,000,000 Per Occ. \$1,000,000 Each Claim

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Environmental Package (General Liability, Professional, Contractors Pollution and Site Pollution)
Coverages Limits of Insurance/Deductible
Each Occurrence Limit:
COVERAGE PART I: Coverage A, B, C Inclusive \$1,000,000/\$100,000
Coverage A: General Bodily Injury and Property Damage Liability
(See Attached Descriptions)

CERTIFICATE HOLDER Department of Health and Human Services 129 Pleasant Street Concord, NH 03301	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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DESCRIPTIONS (Continued from Page 1)

Coverage B: Hostile Fire and Building Equipment Liability

Coverage C: Products Pollution and Exposure Liability

Each Occurrence Limit:

COVERAGE PART I: Coverage D, E, F Inclusive \$1,000,000/\$100,000

Coverage D: Time-Element Pollution Bodily Injury and Property Damage Liability

Coverage E: Non-Owned Site Pollution Bodily Injury and Property Damage Liability

Coverage F: Pollution Liability during Transport

Contractors Pollution Liability Each Occurrence Limit: Coverage G \$1,000,000/\$100,000

Damage to Premises Rented to You Limit: Any one Premises \$1,000,000

Personal and Advertising Injury Limit: Any One Person or organization \$1,000,000

Employee Benefits Administration Liability Limit: Each Employee \$1,000,000

Medical Expense Limit: Any one person \$25,000

Each Incident Limit: COVERAGE PART III: Site Pollution Legal Liability \$1,000,000/\$100,000

Each Incident Limit: COVERAGE PART IV: Professional Liability \$1,000,000/\$100,000

General Aggregate Limit \$2,000,000

Products Completed Operations Aggregate \$2,000,000

Professional Liability Retroactive Date: 10/20/1992

Workers Compensation:

Other Workers Compensation Policies: Insurer B

WC028250881 - 12/31/2017-12/31/2018 - CO, CT, GA, IN, MD, NY, RI, TX

WC028250882 - 12/31/2017-12/31/2018 - FL

WC028250883 - 12/31/2017-12/31/2018 - MA, WI

WC028250884 - 12/31/2017-12/31/2018 - AZ, NC NJ, PA, VA, VT

Workers Compensation and Employers Liability under State Law- Insured States

\$250,000 Retained Limit for Each Accident or Each Person for Disease

Workers Compensation and Employers Liability under Federal Law- Insured States

\$250,000 Retained Limit for Each Accident or Each Person for Disease

Automobile:

Owned and Hired/Leased Comprehensive/Collision

\$5,000/\$5,000 Deductible

**** Auto Liability Information ****

C CA2820177 Eff Date: 12/31/2017 Exp Date: 12/31/2018

Auto Liability: Any Auto, Hired Auto, Non-owned

Combined Single Limit: 2,000,000



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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
NEW HAMPSHIRE HOSPITAL

Jeffrey A. Meyers
Commissioner

Robert J. MacLeod
Chief Executive Officer

36 CLINTON STREET, CONCORD, NH 03301
603-271-5300 1-800-852-3345 Ext. 5300
Fax: 603-271-5845 TDD Access: 1-800-735-2964 www.dhha.nh.gov

February 2, 2016

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

REQUESTED ACTION

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Funds are available in the following account in State Fiscal Year 2016 and anticipated to be available in State Fiscal Year 2017 and State Fiscal Year 2018, upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office without Governor and Executive Council approval, if needed and justified.

05-095-940010-87500000 NEW HAMPSHIRE HOSPITAL, DEPARTMENT OF HEALTH AND HUMAN SERVICES

Fiscal Year	Class	Title	Activity Code	Amount
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2017	100-500726	Prescription Drug Exp	94057400	\$19,765
2018	100-500726		94057400	\$7,766
			Total:	\$42,201

EXPLANATION

The purpose of this agreement is for the provision of hazardous pharmaceutical waste disposal services for New Hampshire Hospital. Pharmaceutical waste is potentially generated through a wide variety of activities in a healthcare facility, including but not limited to general compounding, spills/breakage, partially used vials, syringes, discontinued or unused intravenous preparations, unused unit dose repacks, patient's personal medications, and outdated pharmaceuticals. Due to the varying functionality of the patients served at New Hampshire Hospital, prescribed medications may be dispensed for a patient, but not be taken by the patient. These medications are considered compromised and can become classified as "hazardous pharmaceutical waste."

Since healthcare has not traditionally been focused on waste stream management in this area, there is increased concern about the effect pharmaceutical waste has on our environment. Therefore, Federal and state agencies require specific methods be used when handling, disposing, and transporting pharmaceutical waste. The services provided in this agreement assist New Hampshire Hospital to be compliant with Federal and state hazardous waste regulations. The services include managing and disposing of hazardous pharmaceutical waste as well as specialized training for all employees who handle pharmaceuticals at New Hampshire Hospital. These services will assist New Hampshire Hospital to be in compliance with Federal and state regulations

This contract was competitively bid. On June 22, 2015 the Department issued a Request for Proposals to solicit proposals to provide hazardous pharmaceutical waste disposal services for New Hampshire Hospital. The request for proposals was available on the Department of Health and Human Services website from June 22, 2015 through July 24, 2015. There were two proposals submitted.

The proposals were evaluated based on the criteria published in the Request for Proposals. Triumvirate Environmental, Inc. was selected. The bid summary is attached.

This contract contains language which offers contract extensions for up to five (5) additional years, subject to continued availability of funding, the satisfactory performance of the vendor and approval of the Governor and Executive Council.

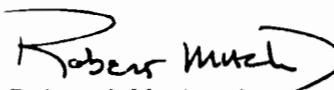
Should the Governor and Executive Council determine not to approve this request, New Hampshire may not remain in compliance with Federal and state regulations, which may result in serious violations and large penalties.

Area Served: New Hampshire Hospital, Concord, NH

Source of Funds: 28% Federal Funds, 32% General Funds and 40% Other Funds (Provider Fees).

In the event that the federal funds become no longer available, no further general funds will be requested to support this agreement.

Respectfully submitted,



Robert J. MacLeod
Chief Executive Officer

Approved by:



Jeffrey A. Meyers
Commissioner



**New Hampshire Department of Health and Human Services
Office of Business Operations
Contracts & Procurement Unit
Summary Scoring Sheet**

**Hazardous Pharmaceutical Waste
Disposal Services**

RFP Name

(RFP) # 16-DHHS-DCBCS-NHH-03

RFP Number

Bidder Name

1. **Triumvirate Environmental, Inc.**

2. **Waste Management National Services, Inc.**

3. **0**

4. **0**

Pass/Fail	Maximum Points	Actual Points
	165	143
	165	97
	165	0
	165	0

Reviewer Names

1. Gerard Fraher, Supervisor
2. Iphigenia Daukopulos, Chief Pharmacist
3. Theresa Hill, Program Specialist IV
4. Cynthia Jones-Bryer, Business Administrator III
5. P. J. Nadeau, Administrator III
- 6.

Subject: Hazardous Pharmaceutical Waste Disposal Services


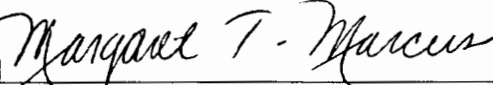
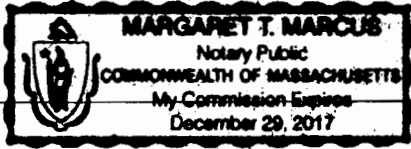
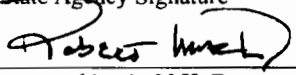
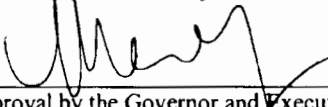
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health & Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name Triumvirate Environmental, Inc.		1.4 Contractor Address 200 Inner Belt Road Somerville, MA 02143	
1.5 Contractor Phone Number (617) 715 2019	1.6 Account Number 05-095-094-940010-87500000-100-500726	1.7 Completion Date June 30, 2018	1.8 Price Limitation \$42,201
1.9 Contracting Officer for State Agency Eric D. Borrin, Director		1.10 State Agency Telephone Number (603) 271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory EMILY DUQUETTE Assistant Secretary Contracts Manager	
1.13 Acknowledgement: State of MASSACHUSETTS ^{COMMONWEALTH OF MASSACHUSETTS} , County of MIDDLESEX On JANUARY 26, 2016, 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		1.14 State Agency Signature  Date: 2/2/16	
1.15 Name and Title of State Agency Signatory ROBERT J. MACLEOD, CEO		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: 2/12/16 Megan A. Yoder, Attorney			
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, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

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

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

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

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

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

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

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.



Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.2. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.3. The Contractor shall ensure all staff performing services on site at New Hampshire Hospital (NHH) first complete a one-hour orientation that shall cover policies on topics that include, but are not limited to:
 - 1.3.1. Workplace safety.
 - 1.3.2. Patient confidentiality.
 - 1.3.3. Zero tolerance of alcohol and drug use.
 - 1.3.4. Sexual harassment.
 - 1.3.5. Professional/workplace boundaries.
 - 1.3.6. Fire/emergency procedures.

2. Scope of Services

- 2.1. The Contractor shall provide hazardous pharmaceutical waste disposal services for New Hampshire Hospital (NHH), which includes, but is not limited to:
 - 2.1.1. Pharmaceutical Formulary Characterization, which includes but is not limited to:
 - 2.1.1.1. Access to the customized Analytics Developed for Visionaries in Safety and the Environment (ADVISE) database that profiles National Drug Codes (NDC) numbers and waste characterization. The Contractor shall:
 - 2.1.1.1.1. Utilize NHH's current formulary documentation to fully identify and characterize NHH's hazardous, state regulated, NIOSH and non-hazardous waste per the federal, state and local regulations in order to create an all-encompassing waste picture that is specific to NHH.
 - 2.1.1.1.2. Review purchasing information and other documentation for those items:
 - 2.1.1.1.2.1. Determined to be hazardous.
 - 2.1.1.1.2.2. That are prohibited for drain disposal.



Exhibit A

- 2.1.1.1.2.3. That NHH chooses to collect for best management practices.
- 2.1.1.1.3. Review drugs identified by the:
 - 2.1.1.1.3.1. Environmental Protection Agency (EPA) (40 CFR § 262.11 and 261.3).
 - 2.1.1.1.3.2. Department of Transportation (DOT) (49 CFR § 173).
 - 2.1.1.1.3.3. National Institute of Occupational Safety and Health (NIOSH).
 - 2.1.1.1.3.4. State regulations.
- 2.1.1.1.4. Provide training and support to ensure end-user ability to access formulary information.
- 2.1.1.1.5. Provide guidance on other items that should be collected due to their acute toxicity in order to support NHH efforts in becoming a 'Green Institution.'
- 2.1.1.2. A process to update NHH's waste characterization formulary on an ongoing basis to include any new drugs added. The Vendor shall:
 - 2.1.1.2.1. Develop a communication structure between NHH and the Contractor's internal team that includes, but is not limited to:
 - 2.1.1.2.1.1. Regularly scheduled meetings with key NHH staff.
 - 2.1.1.2.1.2. Access to the ADVISE database.
 - 2.1.1.2.1.3. Routine status reports.
 - 2.1.1.2.1.4. Creation of a Compliance Calendar that is NHH specific.
 - 2.1.1.2.2. Conduct a quality control review, as completed by the Vendor's Environmental Compliance Specialist, to determine changes that must be completed to the formulary. The Environmental Compliance Specialist shall:
 - 2.1.1.2.2.1. Review all changes with the NHH team, including but not limited to:
 - 2.1.1.2.2.1.1. Updated labeling.
 - 2.1.1.2.2.1.2. Updated signage.
 - 2.1.1.2.2.1.3. Educational components.
 - 2.1.1.2.2.2. Document all finalized changes and complete any onsite elements associated with the final changes.
 - 2.1.1.2.2.3. Review the NHH Pharmacy reverse distribution system to clearly identify all items



Exhibit A

potentially being sent for reverse distribution improperly.

- 2.1.1.2.3. Update the NHH waste characterization formulary every six (6) months.
- 2.1.1.2.4. Be available to NHH staff to answer questions and/or provide guidance 24 hours per day, 7 days per week.
- 2.1.1.2.5. Provide NHH staff with quarterly reports detailing all program changes/processes.
- 2.1.1.2.6. Provide Hazardous Pharmaceutical Waste (HPW) Consultation on regulatory aspects of the HPW disposal program and federal determinations for non-formulary medication, patient personal supply medications, and/or new medications added to NHH formulary.

2.1.2. Pharmaceutical Disposal Services, which includes but is not limited to:

- 2.1.2.1. Right-sizing the placement and set up of proper pharmaceutical waste containers to accommodate pharmaceutical waste generated at NHH. The Contractor shall:
 - 2.1.2.1.1. Ensure the Environmental Compliance Advisors accompany NHH staff on a complete site walkthrough to finalize modifications to Satellite Storage Areas (SSA) locations.
 - 2.1.2.1.2. Advise the Department on where containers should be placed and stored.
 - 2.1.2.1.3. Provide an SSA Location list that can be utilized for the creation of any policies and procedures.
 - 2.1.2.1.4. Install hazardous waste collection containers in Department approved SSA Locations.
- 2.1.2.2. Providing color coded containers in minimal amounts for ease of collection using a simplified waste stream collection process throughout NHH.

2.1.3. Transport and Disposal of Drug Waste, which includes but is not limited to:

- 2.1.3.1. Transferring and disposing both hazardous and non-Resource Conservation and Recovery Act (RCRA) pharmaceutical wastes, which includes but is not limited to physically going to all unit medication rooms (up to eight -8- total) to pick up pharmaceutical wastes up to two (2) times per month.
- 2.1.3.2. Providing replacement containers prior to the removal of any hazardous waste containers, which shall be:
 - 2.1.3.2.1. State-of-the-art disposable and reusable containers.
 - 2.1.3.2.2. Color-coded for user friendly disposal procedures and processes.
- 2.1.3.3. Providing waste profiles, supplies, and safety data sheets (SDS).



Exhibit A

- 2.2. The Contractor shall provide staff training to NHH staff that includes but is not limited to:
- 2.2.1. Pharmaceutical Waste Compliance Staff Training and Education, which includes, but is not limited to:
 - 2.2.1.1. Experts who shall provide extensive training throughout NHH as required by the EPA (40 CFR § 265.16), and the DOT (49 § 172.702 and § 172.704) to ensure adherence to pharmaceutical waste disposal compliance regulations. The Contractor shall:
 - 2.2.1.1.1. Provide training that focusses on:
 - 2.2.1.1.1.1. Correct collection of pharmaceutical waste.
 - 2.2.1.1.1.2. Reduction of the overall waste volume.
 - 2.2.1.1.1.3. Reduction of total expenditures.
 - 2.2.1.1.2. Build a custom training titled, 'The Pathway to Sustainability, Compliance, Cost Effective, Safe and Simple (SuCCeSS),' which shall include, but not be limited to:
 - 2.2.1.1.2.1. Gathering a history of attempts-to-date by NHH to comply with federal and state laws.
 - 2.2.1.1.2.2. Opening a robust dialogue between NHH staff and Contractor experts regarding training needs.
 - 2.2.1.1.2.3. Developing a program that is highly customized, easy to understand, and will stand the test of time.
 - 2.2.1.2. Customized learning modules that include unit-to-unit training for all departments on all shifts that produce pharmaceutical waste at NHH, including but not limited to:
 - 2.2.1.2.1. Pharmacy Staff Training and Environmental Services Training delivered in 20 to 30 minute sessions sufficient to ensure attendance by all staff on all shifts. Training shall include, but not be limited to:
 - 2.2.1.2.1.1. Classroom education.
 - 2.2.1.2.1.2. Super user education.
 - 2.2.1.2.1.3. Online education.
 - 2.2.1.2.1.4. WebEx education.
 - 2.2.1.2.1.5. Educational signage and labeling.
 - 2.2.1.2.1.6. Use of existing technology.
 - 2.2.1.2.1.7. Private education (also available in off-hours).
 - 2.2.1.2.2. Nursing and Clinical Staff Training, delivered in 20 to 30 minute sessions sufficient to ensure attendance by all staff on all shifts. Training shall include, but not be limited to:



Exhibit A

- 2.2.1.2.2.1. 24/7 (all shift) unit-to-unit education.
- 2.2.1.2.2.2. Classroom education.
- 2.2.1.2.2.3. Super-user education.
- 2.2.1.2.2.4. Online education.
- 2.2.1.2.2.5. WebEx education.
- 2.2.1.2.2.6. Educational signage and labeling.
- 2.2.1.2.2.7. Use of existing technology.
- 2.2.1.2.2.8. Private education (also available in off-hours).
- 2.2.1.2.2.9. ADVISE.
- 2.2.1.2.3. Initial Department of Transportation (DOT) education for staff who sign hazardous waste manifests, which shall include, but not be limited to:
 - 2.2.1.2.3.1. One full day of training provided at New Hampshire Hospital.
 - 2.2.1.2.3.2. Classroom-style education sessions.
 - 2.2.1.2.3.3. Training materials for up to three (3) individuals.
- 2.2.1.2.4. Ongoing onsite support service assistance, delivered by highly trained Environmental Specialists, who shall provide services that include, but are not limited to:
 - 2.2.1.2.4.1. Waste pickups and container exchanges.
 - 2.2.1.2.4.2. SSA inspections.
 - 2.2.1.2.4.3. Point-of-use education by location and staff.
 - 2.2.1.2.4.4. Status report documentation of daily activities.
 - 2.2.1.2.4.5. Acting as NHH's eyes and ears for the program on an ongoing basis.
- 2.3. The Contractor shall provide after care services to all trained staff in order to support NHH with maintaining compliance with the EPA/DOT regulations and the Joint Commission (TJC) standards. The Contractor shall provide:
 - 2.3.1. After care services shall include, but are not limited to:
 - 2.3.1.1. Audits of the pharmaceutical waste accumulation areas.
 - 2.3.1.2. Reviews of required regulatory paperwork.
 - 2.3.1.3. Retraining and educating staff, as needed.
 - 2.3.1.4. Visual inspections of containers for proper disposal and segregation practices.
 - 2.3.1.5. Obtaining feedback by consulting with safety, environmental services, pharmacy, education and nursing departments of NHH.



Exhibit A

- 2.3.1.6. Written summaries of all visits.
- 2.3.1.7. Improvements to any deficiencies found by NHH staff, the vendor or outside regulatory agencies.
- 2.3.1.8. Recommendations to NHH on managing and reducing pharmaceutical waste.
- 2.3.1.9. Annual refresher trainings to Pharmacy, Nursing and Safety Department staff.
- 2.3.2. Tools to ensure continued compliance with state and federal laws, including but not limited to:
 - 2.3.2.1. HIPAA.
 - 2.3.2.2. Training.
 - 2.3.2.3. Train-the-trainer.
 - 2.3.2.4. Super-use education.
 - 2.3.2.5. Required RCRA annual refreshers.
- 2.3.3. Access to after care resources that include, but are not limited to:
 - 2.3.3.1. Corporate Director of Healthcare & Pharmaceutical Waste Management.
 - 2.3.3.2. Onsite Environmental Specialist team.
 - 2.3.3.3. Healthcare Operations Management team.
 - 2.3.3.4. Environmental Compliance Advisor.
 - 2.3.3.5. Technical Service Representative.
- 2.3.4. Additional after care components that include, but are not limited to:
 - 2.3.4.1. Onsite and internal development meetings on a quarterly basis.
 - 2.3.4.2. Updated formulary characterizations and program revisions.
 - 2.3.4.3. Twice-monthly status reports.
 - 2.3.4.4. Fully developed routine summaries.
 - 2.3.4.5. Access to the ADVISE database.
 - 2.3.4.6. Inspections, consolidations and data mapping/tracking.
- 2.3.5. A finalized after care services plan that addresses:
 - 2.3.5.1. Sustainability, by providing services that include but are not limited to:
 - 2.3.5.1.1. A full service onsite support service team.
 - 2.3.5.1.2. The provision of status reports.
 - 2.3.5.1.3. Conducting routine meetings with NHH key staff.
 - 2.3.5.2. Compliance, by providing services that include but are not limited to:
 - 2.3.5.2.1. Ongoing 'point-of-generation' education.



Exhibit A

- 2.3.5.2.2. Inspections that are documented, tracked and trended by location.
- 2.3.5.2.3. Access to ADVISE.
- 2.3.5.2.4. Updating the formulary characterization every six (6) months.
- 2.3.5.2.5. Conducting education events that include but are not limited to:
 - 2.3.5.2.5.1. Roundtables.
 - 2.3.5.2.5.2. Seminars.
 - 2.3.5.2.5.3. Learning discussions.
- 2.3.5.3. Cost Effective Management, by conducting:
 - 2.3.5.3.1. Waste diversion and reduction through education.
 - 2.3.5.3.2. Waste palletization and bulk shipping.
 - 2.3.5.3.3. Tracking labor data.
 - 2.3.5.3.4. Compliance comparisons.
- 2.3.5.4. Safety by ensuring minimum staffing standards include but are not limited to:
 - 2.3.5.4.1. Ensuring all staff have a minimum of a college degree.
 - 2.3.5.4.2. Ensuring onsite staff are fully STOP Audit trained.
 - 2.3.5.4.3. Pre-trip inspections are completed by the Department of Transportation.
 - 2.3.5.4.4. Ensuring staff retain the Department of Transportation's highest satisfactory rating.
 - 2.3.5.4.5. Ensuring staff retain the Contractor's best-in-class EMR.
 - 2.3.5.4.6. Ensuring staff retain the Contractor's best-in-class Total Recordable Incident Rate (TRIR).
 - 2.3.5.4.7. Ensuring staff retain the Contractor's Excellence in Department of Transportation's BASICS score.
- 2.3.5.5. Simplification through implementing best practices that include, but are not limited to:
 - 2.3.5.5.1. Utilizing color-coded waste streams.
 - 2.3.5.5.2. Utilizing educational signage and labeling.
 - 2.3.5.5.3. Collaborating with routine staff members in order to create cohesive teams.
 - 2.3.5.5.4. Utilizing electronic pharmaceutical coding.
 - 2.3.5.5.5. Utilizing a signal point-of-contact system for both the Contractor and the Department.

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Exhibit A

2.3.5.5.6. Utilizing easy-to-read invoicing.

3. Staffing

- 3.1. The Contractor shall ensure sufficient adequately trained and certified staff are available to complete the requirements and tasks listed in Section 2, Scope of Work. The Contractor shall:
- 3.1.1. Ensure, at the request of NHH, that each employee performing work in patient care areas have documentation of a criminal background check, which demonstrates no criminal offences.
 - 3.1.2. Ensure each employee is available to complete a 30-minute NHH orientation regarding patient confidentiality and boundaries.
- 3.2. The Contractor shall ensure all staff have undergone the traditional hazardous waste education including, but not limited to OSHA 40-hour HAZWOPER, RCRA, DOT, Bloodborne Pathogen, and HIPAA trainings. Contractor staff shall receive additional training which may include, but is not limited to:
- 3.2.1. Certified Healthcare Environmental Managers (CHEM's).
 - 3.2.2. Certified Hazardous Materials Mangers (CHMM's).
 - 3.2.3. Registered Environmental Mangers (REM's).
 - 3.2.4. Six Sigma Green Belt.
 - 3.2.5. Advanced RCRA Education.
 - 3.2.6. Certified Industrial Hygienist (CIH).

4. Reporting

- 4.1. The Contractor shall provide a semi-annual report, as identified in Section 2.1.1.2.1., that reflects information added and deleted to the NHH waste characterization formulary.
- 4.2. The Contractor shall provide quarterly reports detailing vendor and program changes/processes as they relate to Section 2.1.1.2.5.
- 4.3. The Contractor shall complete monthly reports on picked up process-generated waste as well as pick up manifests and weights, as described in Section 2.1.3.3.
- 4.4. The Contractor shall provide after care status reports on a bimonthly basis that identify all after care services and activities conducted. The first report shall be due 30 days from the date after care services described in Section 2.3 begin.

5. Benchmarks

- 5.1. The Contractor shall ensure NHH remains in compliance with state and federal hazardous pharmaceutical waste disposal laws 99.9% of the time.

6. Deliverables

- 6.1. The Contractor shall complete an analysis of current NHH practices for hazardous pharmaceutical waste disposal no later than 30 days from the contract effective date.
- 6.2. The Contractor shall complete the initial pharmaceutical Formulary Characterization described in Section 2.1.1 no later than 30 days from the contract effective date.



Exhibit A

- 6.3. The Contractor shall submit a proposed training plan that addresses best practices in pharmaceutical waste disposal services to the NHH Safety Officer for final approval no later than 60 days from the contract effective date.
- 6.4. The Contractor shall provide right-size containers described in Section 2.1.2.1 that are individualized for each medical dispensary unit no later than 30 days from the contract effective date.
- 6.5. The Contractor shall provide right-sized shipping containers on-site within 30 days of the contract effective date.
- 6.6. The Contractor shall implement approved disposal methods no later than 90 days after the final initial training described in Section 2.2 is completed.
- 6.7. The Contractor shall ensure ADVISE, as identified in Section 2.1.1.2.1.1, is ready for staff use within 60 days of the contract effective date.



Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. This Contract is funded with general and federal funds. Department access to federal funding is dependent upon meeting the requirements set forth in the Catalogue of Family and Domestic Assistance (CFDA) # 93.778, US Department of Health and Human Services, Centers for Medicare and Medicaid Services, Medical Assistance Program.
3. Payment for said services shall be made as follows:
 - 3.1. The Contractor shall bill the Department on a fee-for-service basis for hazardous pharmaceutical waste disposal services in accordance with Exhibit B-1, SFY 2016 Fee-For-Service Schedule through Exhibit B-3, SFY 2018 Fee-For-Service Schedule for services provided in accordance with Exhibit A, Scope of Services.
 - 3.2. Billing for hazardous pharmaceutical waste disposal services shall not exceed amounts and costs identified in Exhibit B-1, SFY 2016 Fee-For-Service Schedule through Exhibit B-3 SFY 2018 Fee-For-Service Schedule.
 - 3.3. The State shall initiate payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to Exhibit A, Scope of Services.
 - 3.4. Invoices identified in Section 3.1 must be submitted to:

New Hampshire Hospital
Accounts Payable
36 Clinton St
Concord, NH 03301
 - 3.5. A final payment request shall be submitted no later than forty (40) days from the Form P37, General Provisions, Contract Completion Date, Block 1.7.
4. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
5. Notwithstanding paragraph 18 of the Form P-37, General Provisions, an amendment limited to transfer the funds between State Fiscal Years and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

Exhibit B-1 SFY 2016 Fee For Service Schedule

Description	Category	Units	Unit Cost (ea.)	Hours	Ext Cost
55 Gallon Drums (RCRA Regulated Material - P Listed, U Listed, D Listed)	Disposal & Supplies	2	\$395.00		\$790.00
55 Gallon Drums - DOT Shippable Steel Open Head	Disposal & Supplies	2	\$45.00		\$90.00
Box of Replacement Bins Covidien 5.5 Quart Container (16 per box)	Disposal & Supplies	2	\$172.00		\$344.00
Pickup Fee for Waste Hauling Vehicle to Ship Waste	Disposal & Supplies	2	\$250.00		\$500.00
On-Site Support (Aftercare)(4 Hrs Per Visit, 1st Month Weekly), (4 Hrs per Visit for 5 Monthly Visits)	Onsite Support		\$70.00	36	\$2,520.00
Supply Vehicle Fee for Non-Waste Hauling Related Transportation *Represents Supply Vehicle Costs over 15 visits (1st Month Weekly, 11 Months Monthly)	Onsite Support	9	\$125.00		\$1,125.00
Database Use	ADVISE	6	\$495.00		\$2,970.00
Initial Inventory Analysis (Formulary Characterization)	Initial Characterization	1	\$500.00		\$500.00
Training portal to portal (Hours for initial "education" for program rollout - Includes Travel)	Education		\$165.00	28	\$4,620.00

Exhibit B-1 SFY 2016 Fee For Service Schedule

Refresher Training (Consulting Time Split with Environmental Specialist Education Time (Includes Travel) - Yearly Refreshers begin Year 2)	Yearly Refresher		\$165.00	0	\$0.00
Refresher Training (Environmental Specialist Time Split with Consulting Education Time (Travel on Routine day) - Yearly Refreshers begin Year 2)	Yearly Refresher		\$70.00	0	\$0.00
Subtotals:					\$13,459.00
Indirect as a Percentage	Insurance and Energy Surcharge		9% of Invoice		\$1,211.31
Total for State Fiscal Year 2016					\$14,670.31

Exhibit B-2 SFY 2017 Fee For Service Schedule

Description	Category	Units	Unit Cost (ea.)	Hours	Ext Cost
55 Gallon Drums (RCRA Regulated Material - P Listed, U Listed, D Listed)	Disposal & Supplies	4	\$395.00		\$1,580.00
55 Gallon Drums - DOT Shippable Steel Open Head	Disposal & Supplies	4	\$45.00		\$180.00
Box of Replacement Bins Covidien 5.5 Quart Container (16 per box)	Disposal & Supplies	4	\$172.00		\$688.00
Pickup Fee for Waste Hauling Vehicle to Ship Waste	Disposal & Supplies	4	\$250.00		\$1,000.00
On-Site Support (Aftercare)(4 Hrs Per Visit, for 12 Monthly Visits)	Onsite Support		\$70.00	48	\$3,360.00
Supply Vehicle Fee for Non-Waste Hauling Related Transportation *Represents Supply Vehicle Costs over 12 visits (12 Months Monthly)	Onsite Support	12	\$125.00		\$1,500.00
Database Use	ADVISE	12	\$495.00		\$5,940.00
Initial Inventory Analysis (Formulary Characterization)	Initial Characterization		\$500.00		\$0.00
Initial DOT Training (One time cost for 2-3 individuals to attend a full day onsite training)	Onsite Education	1	\$2,850.00		\$2,850.00
Training Portle to Portle (Hours for initial "education" for program rollout - Includes Travel)	Education		\$165.00	0	\$0.00
Refresher Training (Consulting Time Split with Environmental Specialist Education Time (Includes Travel) - Yearly Refreshers begin Year 2)	Yearly Refresher		\$165.00	6	\$990.00

Exhibit B-2 SFY 2017 Fee For Service Schedule

Refresher Training (Environmental Specialist Time Split with Consulting Education Time (Travel on Routine day) - Yearly Refreshers begin Year 2)	Yearly Refresher		\$70.00	4	\$280.00
Subtotals:					\$18,368.00
Indirect as a Percentage	Insurance and Energy Surcharge		9% of Invoice		\$1,396.62
Total for State Fiscal Year 2017					\$19,764.62

Exhibit B-3 SFY 2018 Fee For Service Schedule

Description	Category	Units	Unit Cost (ea.)	Hours	Ext Cost
55 Gallon Drums (RCRA Regulated Material - P Listed, U Listed, D Listed)	Disposal & Supplies	2	\$395.00		\$790.00
55 Gallon Drums - DOT Shippable Steel Open Head	Disposal & Supplies	2	\$45.00		\$90.00
Box of Replacement Bins Covidien 5.5 Quart Container (16 per box)	Disposal & Supplies	2	\$172.00		\$344.00
Pickup Fee for Waste Hauling Vehicle to Ship Waste	Disposal & Supplies	2	\$250.00		\$500.00
On-Site Support (Aftercare)(4 Hrs per Visit for 6 Monthly Visits)	Onsite Support		\$70.00	24	\$1,680.00
Supply Vehicle Fee for Non-Waste Hauling Related Transportation *Represents Supply Vehicle Costs over 6 visits (6 Months Monthly)	Onsite Support	6	\$125.00		\$750.00
Database Use	ADVISE	6	\$495.00		\$2,970.00
Initial Inventory Analysis (Formulary Characterization)	Initial Characterization	0	\$500.00		\$0.00
Training Portal to Portal (Hours for initial "education" for program rollout - Includes Travel)	Education		\$165.00	0	\$0.00

Exhibit B-3 SFY 2018 Fee For Service Schedule

Refresher Training (Consulting Time Split with Environmental Specialist Education Time (Includes Travel) - Yearly Refreshers begin Year 2)	Yearly Refresher		\$165.00	0	\$0.00
Refresher Training (Environmental Specialist Time Split with Consulting Education Time (Travel on Routine day) - Yearly Refreshers begin Year 2)	Yearly Refresher		\$70.00	0	\$0.00
Subtotals:					\$7,124.00
Indirect as a Percentage	Insurance and Energy Surcharge		9% of Invoice		\$641.16
Total for State Fiscal Year 2018					\$7,765.16



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract 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 Contract. The State may terminate this Contract 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.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract 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.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis

A handwritten signature in black ink, appearing to be 'J. D. ...'.



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 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, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability 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 of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, 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, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Division reserves the right to renew the Contract for up to five (5) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

New Hampshire Department of Health and Human Services
Exhibit D




- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

Contractor Name: Triumvirat Environmental, Inc.

01.26.2016
Date


Name: EMILY DUQUETTE
Title: contracts Manager,
Assistant Secretary



CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name: Triumvirat Environmental, Inc.

01.26.2016
Date

Emily Duquette
Name: EMILY DUQUETTE
Title: Contracts Manager,
Assistant Secretary



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS


11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: Triumvirat Environmental, Inc.

Date 01.26.2016


Name: Emily Langley
Title: Contract Manager
Assistant Secretary

Contractor Initials ed
Date 01/26/16



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

New Hampshire Department of Health and Human Services
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: *Triumvirate Environmental, Inc.*

01.26.2014
Date

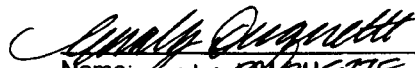

Name: *EMILY DUBOUCETTE*
Title: *Assistant Secretary
Contracts Manager*

Exhibit G

Contractor Initials 

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name: *Triumvirate Environmental, Inc.*

01/20/2016
Date

Emily Duquette
Name: *EMILY DUQUETTE*
Title: *Assistant Secretary
Contract Manager*

Contractor Initials *ed*

Date *01/20/2016*



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.



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



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 (I). 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



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

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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.

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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.

NH DHHS, NHH
The State

Triumvirat Environmental, Inc.
Name of the Contractor

Robert J. MacLeod
Signature of Authorized Representative

Emily D'Amore
Signature of Authorized Representative

Robert J. MacLeod
Name of Authorized Representative

EMILY D'AMORE
Name of Authorized Representative

CEO
Title of Authorized Representative

Contracts Manager, ~~Asst~~ Secretary
Title of Authorized Representative

2/2/16
Date

01.26.2016
Date