

STATE OF NEW HAMPSHIRE  
BUREAU OF PURCHASE AND PROPERTY  
STATE HOUSE ANNEX - ROOM 102  
25 CAPITOL ST  
CONCORD NH 03301-6398

NOTICE OF CONTRACT

DATE: 11/05/13  
COMMODITY: Drug and Alcohol Testing  
NIGP CODE: 193-4032 & 952-0700  
CONTRACTOR: NHMTA Services, Inc. CONTRACTOR # 216194 B001

SUBMITTED FOR ACCEPTANCE BY:

  
\_\_\_\_\_  
LAURA INGRAM, PURCHASING AGENT  
BUREAU OF PURCHASE AND PROPERTY

DATE 11/5/13



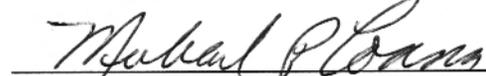
RECOMMENDED FOR ACCEPTANCE BY:

\_\_\_\_\_  
ROBERT STOWELL, ADMINISTRATOR  
BUREAU OF PURCHASE AND PROPERTY

DATE \_\_\_\_\_



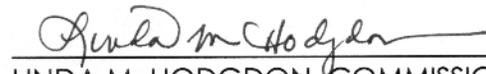
ENDORSED FOR ACCEPTANCE BY:

  
\_\_\_\_\_  
MICHAEL P. CONNOR, DEPUTY COMMISSIONER  
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 11/6/13



ACCEPTED FOR THE STATE OF NEW HAMPSHIRE UNDER THE AUTHORITY GRANTED TO ME BY NEW HAMPSHIRE REVISED STATUTES, ANNOTATED 21-I:14, XII.

  
\_\_\_\_\_  
LINDA M. HODGDON, COMMISSIONER  
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 11/6/13

Subject: RFB # 1551-14 MULTI-AGENCY SPECIMEN COLLECTION, TESTING & MEDICAL REVIEW OFFICER SERVICES**AGREEMENT**

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

**GENERAL PROVISIONS****I. IDENTIFICATION.**

|  |   |   |                                      |
|--|---|---|--------------------------------------|
| 1.1 State Agency Name<br>Administrative Services   |   | 1.2 State Agency Address<br>State House Annex, Room 102<br>25 Capitol Street<br>Concord, NH 03301     |                                      |
| 1.3 Contractor Name<br>NHMTA Services Inc  |   | 1.4 Contractor Address<br>19 Henniker Street, PO Box 3898<br>Concord NH 03302-3898                    |                                      |
| 1.5 Contractor Phone Number<br>603-224-7737  | 1.6 Account Number<br>See Table A Billing & contact Information | 1.7 Completion Date<br>November 30, 2013  | 1.8 Price Limitation<br>\$219,600.00 |
| 1.9 Contracting Officer for State Agency<br>Laura Ingram, Purchasing Agent   |   | 1.10 State Agency Telephone Number<br>603-271-2201 x227   |                                      |
| 1.11 Contractor Signature<br><i>Paula W. McLaughlin</i>  |   | 1.12 Name and Title of Contractor Signatory<br><i>Paula W. McLaughlin</i><br>Executive Vice President |                                      |
| 1.13 Acknowledgement: State of <del>New Hampshire</del> County of <del>Merrimack</del><br>On <u>October 28, 2013</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12. |   |   |                                      |
| 1.13.1 Signature of Notary Public or <del>Justice of the Peace</del><br><i>Vera C. Tucker</i><br>[Seal]  |   | <b>Vera C. Tucker, Notary Public</b><br>My Commission Expires September 19, 2017                      |                                      |
| 1.13.2 Name and Title of Notary or <del>Justice of the Peace</del><br><i>Vera C. Tucker</i>  |   |   |                                      |
| 1.14 State Agency Signature<br><i>Linda M. Hodgdon</i>   |   | 1.15 Name and Title of State Agency Signatory<br>Linda M. Hodgdon, Commissioner                       |                                      |
| 1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)<br>By: _____ Director, On: _____   |   |   |                                      |
| 1.17 Approval by the Attorney General (Form, Substance and Execution)<br>By: _____ On: _____   |   |   |                                      |
| 1.18 Approval by the Governor and Executive Council<br>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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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. 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 consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written 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 \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance 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 fifteen (15) 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 endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) 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.

**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.

## EXHIBIT A

### SCOPE OF WORK:

#### 1. INTRODUCTION

The State of New Hampshire ("State"), Department of Administrative Services, desires to contract with NHMTA Services Inc (vendor # 216194), a New Hampshire company, to provide Multi-Agency Specimen Collection, Testing & Medical Review Officer Services as described herein and in State of NH Bid number 1551-14.

#### 2. CONTRACT DOCUMENTS

This Contract consists of the following documents ("Contract Documents") in order of precedence:

- a. *State of New Hampshire Terms and Conditions, General Provisions Form P-37*
- b. Exhibit A Scope of Work
- c. Exhibit B Payment Schedule
- d. Exhibit C Special Provisions
- e. Appendix A MRO, Subcontractor
- f. Appendix B Collection Sites
- g. Appendix C DHHIS Certified Laboratories

#### 3. SCOPE OF SERVICES

Contractor shall provide the State the Services and Deliverables required under this Contract, as set forth in Section 6: Scope of Services and Exhibit B, *Payment Schedule*.

#### 4. TERMS

##### 4.1 Period of Performance

The Contractor shall begin service upon the approval by the Commissioner of the Department of Administrative Services or October 1, 2013 whichever is later and shall run through October 30, 2016. This contract may be extended for additional periods under the same terms, conditions and pricing structure upon the mutual agreement between Contractor and with the approval of the Commissioner of the Department of Administrative Services, but in no event shall the total term exceed five (5) years.

##### 4.2 Termination

Notwithstanding the foregoing, the State may terminate this Contract, at its sole discretion, for any reason upon thirty (30) days written notice to Contractor.

#### 5. CONTRACT ADMINISTRATION

##### 5.1 CONTRACTOR CONTRACT MANAGER

Contractor shall designate a Contract Manager who shall be responsible for all contractual authorization and administration under the Contract. This person is:

Contract Manager: **Vera Tucker**  
Title: **Administrative Assistant**  
Address: 19 Henniker Street  
Concord NH 03302  
Tel: 603-224-7337  
Email: [vera@nhmta.org](mailto:vera@nhmta.org)

## EXHIBIT A

### 5.2 STATE CONTRACT MANAGER

The State shall designate a Contract Manager who shall function as the State's representative with regard to Contract administration. This person is:

Contract: Laura Ingram  
Title: Purchasing Agent  
Address: 25 Capitol Street  
Concord, NH 03301  
Tel : 603-271-2201 x227  
Email : [laura.ingram@nh.gov](mailto:laura.ingram@nh.gov)

## 6. SCOPE OF WORK

### SCOPE OF SERVICES

Contractor shall be responsible for carrying out all aspects of the drug and alcohol testing program in compliance with all laws, regulations, orders and statutes of federal, state, or municipal authorities. Contractor shall remain apprised of any changes to said regulations, and if necessary adjust policies/procedures accordingly.

Contractor shall prepare and submit a preliminary project plan of execution for the purpose of carrying out the Scope of Services contained herein for the State of New Hampshire. The Contractor may include the qualified State Agencies in a consortium for operational and/or cost purposes, however, the Department of Transportation employees and other qualified state employees must remain a separate target pool for random tests of individuals for test purposes. The preliminary project plan shall include an organizational plan as well as a staffing plan for administration, training, and execution. The Contractor shall be prepared to provide three (3) 3-4 hour "orientation meetings" to department personnel responsible for coordinating testing (+/- 65 individuals) in order to review the step-by-step process of testing and to review applicable federal DOT regulations. A mutually agreeable location (State or Vendor) in the Concord, NH area will be selected for these orientations.

#### **A. Specimen Collection and Drug Testing/Laboratory/Medical Review Officer Services**

1. Contractor shall provide **multiple** collection sites throughout the State capable of handling all required tests, including alcohol screening. At a minimum, one collection site must be available 24 hours per day, 7 days per week in close proximity to the cities of **Manchester, Keene, Laconia, Lebanon, Lancaster, Littleton, Portsmouth and Concord.** See Appendix B
2. Statewide mobile testing may also be required under certain special circumstances. Examples are Motor vehicle accidents, etc.
3. Contractor shall implement the collection process, including total number of collected samples to conform with all applicable laws, regulating orders and statutes of federal, state or municipal requirements for urinalysis drug testing and where applicable, alcohol screening.
4. Contractor shall provide a sufficient quantity of chain of custody forms for use by the State's employees.
5. Contractor shall provide for testing by a US DHHS or NLCP certified laboratory using proper chain-of-custody procedures.
6. Contractor shall engage the services of a Medical Review Officer ("MRO"), who shall be a Medical Doctor (as defined by federal DOT regulations). To be qualified to act as an MRO, the MRO must be knowledgeable of substance abuse disorders, with the appropriate medical training to interpret and evaluate a positive test result together with the medical history and any other relevant biomedical information of the donor.

## EXHIBIT A

7. Contractor shall have capability to conduct a minimum of fifty (50) Federal DOT drug tests for affected employees per month from the following categories:
  - Random
  - Pre-Employment
  - Post-accident / Incident
  - Reasonable suspicion
  - Return to duty (following rehabilitation)
  - Quality Control
  - Return to duty (follow-up testing)
8. Contractor shall have the capability to conduct a minimum of ten (10), non-US DOT / FMSCA drug tests for affected employees per month from the following categories:
  - Random
  - Pre-Employment
  - Post-accident / Incident
  - Reasonable suspicion
  - Return to duty (following rehabilitation)
  - Quality Control
  - Return to duty (follow-up testing)
9. Contractor shall conduct urinalysis drug testing for the following: (may be superseded by USDOT regulations at any time)
  - Cannabinoids (for example, marijuana)
  - Cocaine
  - Amphetamines
  - Opiates (for example, heroin, codeine)
  - Phencyclidine (PCP)
  - Adulterating substances
10. Contractor shall conduct urinalysis drug testing for the following, non-US DOT / FMSCA:
  - Cannabinoids (for example, marijuana)
  - Cocaine
  - Amphetamines
  - Opiates (for example, heroin, codeine)
  - Phencyclidine (PCP)
  - Adulterating substances
11. Contractor shall have the capability to conduct alcohol screening tests for minimum of ten (10) affected employees per month from the following Categories:
  - Random
  - Post-accident / Incident
  - Reasonable suspicion
  - Return to duty (following rehabilitation)
  - Return to duty (follow-up testing)
12. Contractor shall have the capability to conduct alcohol screening tests for a minimum of five (5) affected employees that are not regulated through the Federal DOT regulations per month from the following categories:
  - Random
  - Post-accident / Incident
  - Reasonable suspicion
  - Return to duty (following rehabilitation)
  - Return to duty (follow-up testing)

## EXHIBIT A

### **B. CDL / Pre-employment Physicals**

1. Contractor shall provide **multiple** collection sites throughout the State capable of providing CDL and Pre-Employment physicals. At a minimum, the service shall be provided during normal business hours and shall be scheduled within three (3) working days of the request.
2. A minimum of two (2) Sites shall be established per District.
3. Contractor shall have the ability to bill individuals for CDL Pre-employment Physical testing at the rates set forth in Exhibit B.

### **C. Random Database (Segregate by Agency)**

1. Using a computer based random number generation program, the Contractor shall provide the list of employees that are subject to the Federal DOT drug testing requirements for monthly drug and alcohol random tests. The employee test identification number shall be the agency number, social security number, Employee Name. Testing will be on an annualized random basis for fifty (50) percent of all affected employees in safety sensitive positions for drugs and ten (10) percent for alcohol or as currently prescribed by US DOT regulations.
2. The Contractor shall maintain, in coordination with the utilizing state agencies, a current updated database of all safety-sensitive employees. At a minimum this Database shall include the following information on each employee: Name; social security number and agency, district, or bureau number.
3. Using a computer based random number generation program, the Contractor shall provide the list of employees that are not subject to the Federal DOT drug testing requirements, (non-US DOT / FMSCA) for monthly drug and alcohol random tests. The employee test identification number shall be the agency number and employee identification number. Testing will be on an annualized random basis for 50 percent of all affected employees in safety sensitive positions for drugs and 10 percent for alcohol or as currently prescribed by USDOT regulations.
4. Maintain, in coordination with the State of NH and other qualified state agencies, a current updated database of all safety-sensitive employees. At a minimum this Database shall include the following information on each employee: Name; social security number and agency, district, or bureau number.

### **D. Record Keeping, Reporting and Certification**

1. All records of the test program, which may be stored at the Contractor's test facility, will be the property of the State of New Hampshire or other qualified state agencies.
2. The Contractor shall maintain records concerning the collection process and test results for at least five (5) years for positive test and at least one (1) year for a negative test.
3. The Contractor shall ensure that all urine specimens are retained by the drug-testing laboratory for a minimum of one (1) year or as currently prescribed by USDOT regulations.
4. The Contractor shall ensure all positive test results are forwarded directly to the MRO for disposition to the Department or other qualified state agencies; the employee, if positive; and the Employee Assistance Program (EAP), if required.
5. The Contractor shall provide the Department or qualified state agencies with a monthly summary of all tests conducted, the results of such tests, an annual summary report, and any other reports or documentation necessary for compliance with Federal law.

**EXHIBIT B - PRICING SECTION**

**EXHIBIT B - PRICING SECTION**

The Contractor agrees to provide NH State Agencies with the services indicated in the Exhibit A of this agreement of the prices as listed below.

The Contract price is not to exceed \$219,600.00.

| Itemized cost for drug testing collection kit & chain of custody form (ea.)                 | Est. tests per FY | FY 14<br>(10/1/13 - 6/30/14) |                     | FY 15<br>(7/1/14 - 6/30/15) |             | FY 16<br>(7/1/15 - 6/30/16) |             | FY 17<br>(7/1/16 - 10/30/16) |             |
|---|-------------------|------------------------------|---------------------|-----------------------------|-------------|-----------------------------|-------------|------------------------------|-------------|
|   |                   | Each Test / \$               | Total Cost          | Each Test / \$              | Total Cost  | Each Test / \$              | Total Cost  | Each Test / \$               | Total Cost  |
| Drug Test - Lab analysis<br>INCLUDES collection Services/Medical Review Officer Evaluations | 975               | \$48.00                      | \$46,800.00         | \$48.00                     | \$46,800.00 | \$48.00                     | \$46,800.00 | \$48.00                      | \$46,800.00 |
| Alcohol Test - Breathalyzer   | 100               | \$48.00                      | \$4,800.00          | \$48.00                     | \$4,800.00  | \$48.00                     | \$4,800.00  | \$48.00                      | \$4,800.00  |
| Alcohol Confirmation "Blood Alcohol" Test   | 25                | n/c                          | n/c                 | n/c                         | n/c         | n/c                         | n/c         | n/c                          | n/c         |
| Quality Control Samples   | 15                | n/c                          | n/c                 | n/c                         | n/c         | n/c                         | n/c         | n/c                          | n/c         |
| Additional cost for Mobile On-site Laboratory   | 15                | \$200.00                     | \$3,000.00          | \$200.00                    | \$3,000.00  | \$200.00                    | \$3,000.00  | \$200.00                     | \$3,000.00  |
| <u>TOTAL Annual Price</u> (sum of above)  |                   |                              | \$54,600.00         |                             | \$54,600.00 |                             | \$54,600.00 |                              | \$54,600.00 |
| litigation assistance Fees per case   | 2                 | \$150.00                     | \$300.00            | \$150.00                    | \$300.00    | \$150.00                    | \$300.00    | \$150.00                     | \$300.00    |
| <b><u>TOTAL CONTRACT VALUE</u></b><br>(FY14, FY15, FY16, FY17 )                             |                   |                              | <b>\$219,600.00</b> | <b>ALL INCLUSIVE</b>        |             |                             |             |                              |             |

**The following services are to be included in the per test fees**

- Random database maintenance fee
- Monthly random selection fee
- Shipping & Postage
- Record Keeping & Reporting
- Administration Fee
- Any other fee except for litigation assistance Fees

Random Database (includes)

EXHIBIT B - (Continued)

**2. PAYMENTS**

Payment shall be paid in full within thirty (30) days after receipt of a properly documented invoice and acceptance of the work to the State's satisfaction. Invoices shall be submitted by agency for each individual location, or for a group of locations within the same agency. All invoices shall show the location, and the date of service.

The invoice shall be sent to the address of the using agency under this agreement. Please see "Table A: Billing and Contact information".

**Table A: Billing and Contact information**

| Location name                         | Charge Code      | Contact Person | Contact Number | Billing address  |
|---------------------------------------|------------------|----------------|----------------|--|
| Department of Administrative Services | 010-023-4065-103 | Alan Sylvester | 603-271-1534   | DAS, Risk Management<br>State House Annex,<br>25 Capitol Street<br>Concord NH 03301<br>Attn: Colleen Cook  |
| Department of Transportation          | **               | Gary Dossett   | 603-271-7843   | NH DOT<br>Attn: Gary Dossett, Office of Stewardship &<br>Compliance<br>PO Box 483<br>Concord NH 03302-0483 |

Billing appropriation coding:

|                       |    |       |          |        |         |
|-----------------------|----|-------|----------|--------|---------|
| District-1            | 15 | 09600 | 30070000 | 500239 | 96M194  |
| District-2            | 15 | 09600 | 30070000 | 500239 | 96M294  |
| District-3            | 15 | 09600 | 30070000 | 500239 | 96M394  |
| District-4            | 15 | 09600 | 30070000 | 500239 | 96M494  |
| District-5            | 15 | 09600 | 30070000 | 500239 | 96M594  |
| District-6            | 15 | 09600 | 30070000 | 500239 | 96M694  |
| Bureau-26             | 15 | 09600 | 30080000 | 500239 | 9610891 |
| Bureau-38             | 15 | 09600 | 30050000 | 500239 | 9610891 |
| Bureau-42             | 15 | 09600 | 30340000 | 500239 | 9610892 |
| Bureau-54             | 15 | 09600 | 30090000 | 500239 | 966005  |
| Bureau-70             | 17 | 09600 | 70220000 | 500239 | 9670080 |
| Lift Bridge Operators | 15 | 09600 | 30080000 | 500239 | 9610891 |
| TMC                   | 15 | 09600 | 30090000 | 500239 | 966002  |

## Exhibit C

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### SPECIAL PROVISIONS

Form P-37, section 14 Insurance, is amended per the attached certificate of insurance to include the following coverage enhancements:

1. General Liability coverage with limits of \$2,000,000 per occurrence/\$2,000,000 in the aggregate
2. Automobile Insurance coverage with combined single limits of \$1,000,000 per accident
3. Workers compensation coverage with statutory limits and Employers' Liability with limits of \$100,000 Bodily Injury by accident per employee, \$100,000 Bodily Injury by disease per employee and \$500,000 Bodily Injury by disease policy limit
4. Professional Liability coverage with limits of \$1,000,000 per claim and \$2,000,000 in the aggregate
5. There are no other special provisions for this contract.

## APPENDIX A (Subcontractors)

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### CONTRACTOR SHALL UTILIZE THE FOLLOWING SUBCONTRACTORS

#### DRUG TESTING

| <u>COMPANY Name</u> | <u>FEDERAL TAX ID #</u> | <u>TELEPHONE #</u>           | <u>CONTACT Person</u> | <u>SERVICE Provided</u>                             |
|---------------------|-------------------------|------------------------------|-----------------------|---|
| FleetScreen         | 38-3655728              | 866-622-0044<br>817-332-0044 | Ben Johnson           | Alcohol/Controlled Substance Services<br>Compliance |

## APPENDIX B

### MULTI-AGENCY SPECIMEN COLLECTION LOCATIONS

#### Concord NH

Concentra Medical Center  
1 Pillsbury Street  
Concord NH 03301

Quest Diagnostics  
280 Pleasant St.  
Concord NH 03301

Onsite Drug Testing of New England, LLC  
2 Industrial Park Bldg 2  
Concord, NH 03301

#### Gilford, NH

Quest Diagnostics (Laconia)  
14 Country Club Rd.  
Gilford, NH 03249

#### Keene, NH

Dartmouth-Hitchcock  
590 Court St  
Keene, NH 03431

Quest Diagnostics  
668 Main St.  
Keene, NH 03431

#### Lancaster, NH

Weeks Medical Center  
173 Middle St  
Lancaster, NH 03546

#### Lebanon, NH

Alice Peck Day Hospital  
127 Mascoma Street  
Lebanon, NH 03766

#### Littleton, NH

Littleton Regional Hospital  
600 St Johnsbury Rd.  
Littleton, NH 03561

#### Manchester NH

Quest Diagnostics  
195 McGregor St.  
Manchester, NH 03102

Occupational Drug Testing, LLC  
340 Harvey Rd.  
Manchester, NH 03103

#### Portsmouth, NH

Portsmouth Reg. Hospital – Occup. Health  
25 Manchester Sq  
Pease Trade Port  
Portsmouth, NH 03801

Quest Diagnostics  
200 Griffin Road  
Portsmouth, NH 03801

APPENDIX C

DHHS Certified Labs

| Laboratory  | Formerly   |
|---|--|
| Quest Diagnostics Clinical Laboratories<br>d/b/a Advanced Toxicology Network,<br>3560 Air Center Cove, Suite 101,<br>Memphis, TN 38118,<br>901-794-5770/888-290-1150, | Advanced Toxicology Network  |
| Quest Diagnostics Incorporated,<br>1777 Montreal Circle,<br>Tucker, GA 30084,<br>800-729-6432,  | SmithKline Beecham Clinical Laboratories;<br>SmithKline Bio-Science Laboratories)    |
| Quest Diagnostics Incorporated,<br>400 Egypt Road,<br>Norristown, PA 19403,<br>610-631-4600/877-642-2216,   | SmithKline Beecham<br>Clinical Laboratories; SmithKline Bio-<br>Science Laboratories |
| Quest Diagnostics Incorporated,<br>8401 Fallbrook Ave.,<br>West Hills, CA 91304,<br>818-737-6370,   | SmithKline Beecham Clinical Laboratories   |

## RESOLUTION

## NHMTA SERVICES, INC

I, E. Bruce Lyskawa Treasurer of NHMTA Services, Inc do hereby represent and certify that:

I am the duly elected and acting Treasurer of NHMTA Services, Inc, a New Hampshire corporation (the "Corporation").

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting by and through the Department of Administrative Services, providing for the performance by the Corporation of drug and alcohol testing for regulated employees in New Hampshire, and that Paula W. McLaughlin hereby is authorized and directed for and on behalf of this Corporation to enter into the said contract with the State and to take any and all such actions and to execute, seal, acknowledge and deliver for and on behalf of this Corporation any and all documents, agreements and other instruments (and any amendments, revisions or modifications thereto) as any of them may deem necessary, desirable or appropriate to accomplish the same;

RESOLVED: Retroactive to June 28, 2013, for the next twelve (12) months from that date, that the signature of Paula W. McLaughlin affixed to any instrument or document described in or contemplated by these resolutions shall be conclusive evidence of the authority of said individual to bind this Corporation thereby;

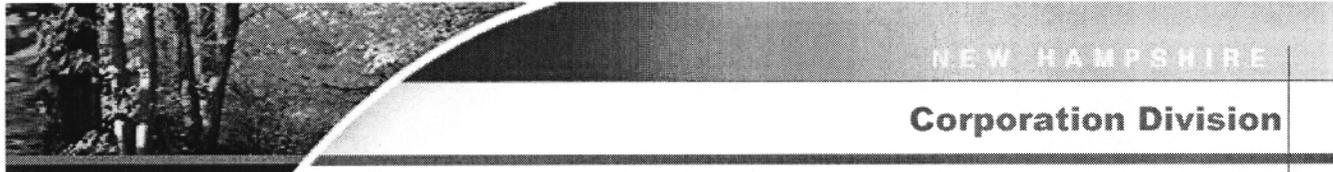
IN WITNESS WHEREOF, I have hereunto set my hand as the Treasurer of the Corporation.

Attest:

A handwritten signature in black ink, appearing to read "E. Bruce Lyskawa", is written over a solid horizontal line.

E. Bruce Lyskawa  
Treasurer

October 28, 2013  
Date



Search  
 By Business Name  
 By Business ID  
 By Registered Agent  
 Annual Report  
 File Online

**Date:** 10/30/2013 **Filed Documents**  
 (Annual Report History, View Images, etc.)

### Business Name History

| Name                 | Name Type |
|----------------------|-----------|
| NHMTA SERVICES, INC. | Legal     |

### Corporation - Domestic - Information

|                                       |  |
|---------------------------------------|--|
| <b>Business ID:</b>                   | 241003                                 |
| <b>Status:</b>                        | Good Standing                          |
| <b>Entity Creation Date:</b>          | 12/8/1995                              |
| <b>Principal Office Address:</b>      | 19 Henniker Street<br>Concord NH 03301 |
| <b>Principal Mailing Address:</b>     | P O Box 3898<br>Concord NH 03302-3898  |
| <b>Last Annual Report Filed Date:</b> | 3/19/2013                              |
| <b>Last Annual Report Filed:</b>      | 2013                                   |

### Registered Agent

|                        |                                      |
|------------------------|--------------------------------------|
| <b>Agent Name:</b>     | Luker, Daniel P, Esq                 |
| <b>Office Address:</b> | 57 N Main Street<br>Concord NH 03301 |

**Mailing Address:**

**Important Note:** The status reflected for each entity on this website only refers to the status of the entity's filing requirements with this office. It does not necessarily reflect the disciplinary status of the entity with any state agency. Requests for disciplinary information should be directed to agencies with licensing or other regulatory authority over the entity.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/6/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

|   |   |                                      |              |
|---|---|--------------------------------------|--------------|
| PRODUCER<br><b>KHT Insurance</b><br>200 W. Magnolia, Suite 201<br>Ft. Worth, TX 76104     | CONTACT NAME:                                   |                                      |              |
|   | PHONE (A/C, No, Ext): <b>(817) 336-2721 100</b> | FAX (A/C, No): <b>(817) 870-2520</b> |              |
| INSURED<br><br><b>Fleetscreen L.P.</b><br>6000 Western Place #480<br>Fort Worth, TX 76107 | INSURER(S) AFFORDING COVERAGE                   |                                      | NAIC #       |
|   | INSURER A: <b>Union Insurance Company</b>       |                                      | <b>25844</b> |
|   | INSURER B: <b>Continental Western Ins. Co.</b>  |                                      | <b>10804</b> |
|   | INSURER C: <b>Texas Mutual Ins. Company</b>     |                                      | <b>22945</b> |
|   | INSURER D: <b>HCC Speciality</b>                |                                      |              |
|   | INSURER E:                                      |                                      |              |
| INSURER F:  |   |                                      |              |

### COVERAGES

### CERTIFICATE NUMBER:

### REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE  | ADDL INSR   | SUBR WVD | POLICY NUMBER  | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|--|---|----------|----------------|-------------------------|-------------------------|--|
| A        | GENERAL LIABILITY  |   |          | BOA46378376    | 8/15/2013               | 8/15/2014               | EACH OCCURRENCE \$ <b>1,000,000</b>  |
|          | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY                               |   |          |                |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>50,000</b>                               |
|          | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR                 |   |          |                |                         |                         | MED EXP (Any one person) \$ <b>5,000</b>   |
|          | GEN'L AGGREGATE LIMIT APPLIES PER:   |   |          |                |                         |                         | PERSONAL & ADV INJURY \$   |
|          | <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |   |          |                |                         |                         | GENERAL AGGREGATE \$ <b>2,000,000</b>  |
|          |  |   |          |                |                         |                         | PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b>   |
| A        | AUTOMOBILE LIABILITY   |   |          | BOA46378376    | 8/15/2013               | 8/15/2014               | COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b>                                  |
|          | <input type="checkbox"/> ANY AUTO  |   |          |                |                         |                         | BODILY INJURY (Per person) \$  |
|          | <input type="checkbox"/> ALL OWNED AUTOS   | <input type="checkbox"/> SCHEDULED AUTOS              |          |                |                         |                         | BODILY INJURY (Per accident) \$  |
|          | <input checked="" type="checkbox"/> HIRED AUTOS  | <input checked="" type="checkbox"/> NON-OWNED AUTOS   |          |                |                         |                         | PROPERTY DAMAGE (Per accident) \$  |
| B        | <input checked="" type="checkbox"/> UMBRELLA LIAB  |   |          | CUA4653418     | 10/4/2013               | 8/15/2014               | EACH OCCURRENCE \$ <b>1,000,000</b>  |
|          | <input type="checkbox"/> EXCESS LIAB   | <input type="checkbox"/> CLAIMS-MADE                  |          |                |                         |                         | AGGREGATE \$   |
|          | <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ <b>10,000</b>    |   |          |                |                         |                         | \$   |
| C        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY  |   |          | SBP-0001259941 | 10/31/2013              | 10/31/2014              | <input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER |
|          | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)                    | <input type="checkbox"/> Y <input type="checkbox"/> N | N/A      |                |                         |                         | E.L. EACH ACCIDENT \$ <b>1,000,000</b>   |
|          | If yes, describe under DESCRIPTION OF OPERATIONS below   |   |          |                |                         |                         | E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b>   |
| D        | Professional Liabili   |   |          | S713100146     | 8/29/2013               | 8/29/2014               | Per Claim <b>1,000,000</b>   |
| D        | Professional Liabili   |   |          | S713100146     | 8/29/2013               | 8/29/2014               | Aggregate <b>3,000,000</b>   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
ACORD 25, Certificate of liability Insurance, is "issued as a matter of information only, and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by policies".

The General Liability policy include a blanket automatic additional insured endorsement (provision) that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

NHMTA Services is included as an additional insured with respects to the general liability as per written contract

### CERTIFICATE HOLDER

### CANCELLATION

|  |  |
|--|--|
| <b>State of New Hampshire-Administrative Services</b><br>State House Annex, Room 102<br>25 Capitol Street<br>Concord, NH 03301 | 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<br>   |



NH MOTOR TRANSPORT ASSOCIATION SELF-INSURANCE GROUP TRUST

# CERTIFICATE OF INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**This is to certify that:** NHMTA Services, Inc.  
19 Henniker Street, PO Box 3898  
Concord, NH 03302

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

| TYPE OF POLICY       | EXP DATE              | POLICY NUMBER | LIMIT OF LIABILITY   |
|----------------------|-----------------------|---------------|--|
|                      | Continuous*           |               |  |
|                      | Extended              |               |  |
|                      | Policy Term           |               |  |
| WORKERS COMPENSATION | 01/01/2013-01/01/2014 | WC 000650     | COVERAGE AFFORDED UNDER WC LAW OF THE FOLLOWING STATES: NH |
|                      |                       |               | EMPLOYERS LIABILITY:                                       |
|                      |                       |               | Bodily Injury By Accident:<br>500,000 Each Accident        |
|                      |                       |               | Bodily Injury by Disease:<br>500,000 Policy Limit          |
|                      |                       |               | Bodily Injury by Disease:<br>500,000 Each Person           |
| OTHER                |                       |               |  |

**ADDITIONAL COMMENTS:**

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

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

Ron Jobel or Successor-State of NH  
Dept. of Administrative Services  
25 Capitol Street  
Concord NH 03301

NH MOTOR TRANSPORT ASSOCIATION SELF-INSURANCE GROUP TRUST

Concord, NH 603-224-7337 November 6, 2013  
Office Phone Number Date Issued