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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH
BUREAU OF MENTAL HEALTH SERVICES

Lori A. Weaver
Commissioner

Katja S. Fox
Director

105 PLEASANT STREET, CONCORD, NH 03301
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August 10, 2023

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

REQUESTED ACTION

Authorize the Department of Health and Human Services (DHHS), Division of Behavioral Health Services (DBHS) on behalf of the Department of Administrative Services, as required pursuant to MOP 150, VII, C, to make a **Sole Source** purchase of 6,000 overdose prevention kits from Common Cents EMS Supply, LLC (VC#163591), Old Saybrook CT, in the amount of \$425,280.00, effective upon Governor and Executive Council approval through September 29, 2023. 100% Federal Funds.

Funds are available in the following accounts for State Fiscal Year 2024.

05-95-92-920510-70400000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG AND ALCOHOL SERVICES, SOR GRANT

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2024	020-500200	Current Expenses	92057053	\$425,280.00
TOTAL				\$425,280.00

EXPLANATION

This request is **Sole Source** because the provider stated above is the only provider that can deliver the overdose prevention kits in the timeframe necessary in order to expend the federal grant funds before they are no longer available.

Department of Administrative Services (DAS) has received requisition #232527 for six thousand (6,000) specialty overdose prevention kits. The requisition was submitted to DAS with one quote from Common Cents EMS Supply, LLC. The Commissioner of the Department of Administrative Services (DAS) has signed the waiver for procurement predicated on Governor and Executive Council approval.

The overdose prevention kits supplied by the Department of Health and Human Services (DHHS) are an identifiable product that is currently in use throughout the state. These yellow pouches allow for easy recognition and access to life saving naloxone during an overdose emergency. The pouches contain

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naloxone, educational materials, and personal protective equipment including a set of gloves and CPR face shield to protect the responder from infection while performing CPR.

DHHS continues to increase access to naloxone for members of the public who may witness an overdose emergency. NH's State Unintentional Drug Overdose Reporting System (SUDORS) data indicates that in 2021, 313 overdose fatalities had a potential bystander present. Potential bystanders include individuals who had an opportunity to provide life saving measures, given the proper resources. Public access to naloxone for bystanders to intervene with lifesaving medication will reduce mortality for those experiencing an overdose emergency.

The Division for Behavioral Health's State Opioid Response Grant funds have supported the purchase of naloxone since the State was first awarded the grant in 2018. In this instance, the kits need to be received by September 29, 2023 in order to utilize the current federal funding allocation. DAS did reach out to all the state medical contracts in April 2023 for this product, however, only McKesson responded with a cost of \$139.89 per kit. Waiving the competitive bid will provide a saving of \$69.01 per kit, a total of \$414,060.00.

DHHS is formally requesting to purchase from sole source vendor, Common Cents EMS Supply, LLC.

Respectfully submitted,



Lori A. Weaver
Commissioner

**DEPARTMENT OF ADMINISTRATIVE SERVICES
 DIVISION OF PROCUREMENT AND SUPPORT SERVICES
 BUREAU OF PURCHASE AND PROPERTY
 STATE HOUSE ANNEX
 CONCORD, NEW HAMPSHIRE 03301-6398**

DATE: Aug 1, 2023

TO: CHARLES ARLINGHAUS, COMMISSIONER
 DEPT. OF ADMINISTRATIVE SERVICES

Requestor: Michael Walsh II	Agency: DHHS
Commodity: Narcan kit	Vendor: Common cents Saves Lives
RFB/RFP/RFQ (if applicable) RQ 23257	Contract: N/A
Est. Amount: \$ 425,280.00	

PERMISSION IS HEREBY REQUESTED TO WAIVE THE COMPETITIVE BID REQUIREMENTS OF RSA 21:11, I(A)(3) AND ADMINISTRATIVE RULE 600 FOR THE FOLLOWING REASONS:

Please see attachment #1 RQ 23257
Approval Predicated on G-C Approval

SUBMITTED FOR ACCEPTANCE BY:

Carrie L. [Signature] 2023.08.01 2023.08.01
 Martin [Signature] CSC 3.11.52.23 MTS 3.12.02.47
 -04'00' -04'00'

PA [Signature] ADMIN DEPUTY DIRECTOR
 BUREAU OF PURCHASE AND PROPERTY

APPROVED FOR ACCEPTANCE BY:

[Signature] 8/3/23
 GARY S. LONETTA, DIRECTOR
 DIVISION OF PROCUREMENT & SUPPORT SERVICES

ACCEPTED FOR THE STATE OF NEW HAMPSHIRE UNDER THE AUTHORITY GRANTED TO ME BY NEW HAMPSHIRE REVISED STATUTES, ANNOTATED 21:1:14, XII

[Signature]
 CHARLES M. ARLINGHAUS, COMMISSIONER
 DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 8/3/23

Attachment #1 RO 23257

DAS has received a requisition # 23257 for six thousand (6,000) specialty Narcan Kit containing the following items: Narcan, Gloves, Naloxone rapid response test strips, CPR shield, 6x8 Nylon Pouch with Carabiner. Request was received with one quote from Common Cents Saves Lives.

On July 19, 2023, Michael Walsh II, Administrator for DHHS, Division of Behavioral Health, sent an email regarding a second purchase of the Narcan kit offered by Common Cents Saves Lives.

We also received notice from MMCAP in July stating they were in the process to provide a solution for members seeking to assemble Naloxone based pharmaceutical products in kits from Remedy Repack. Unfortunately, this program is still in the air with implementation to begin August 20th. The Nylon Pouch is custom made with specific color, logo's and instructions it would not be possible to create new artwork, make product and package in a timely manner.

The Bureau of Behavioral Health has a grant in place of \$56,269,788.00 to cover the purchase of this product. However the order needs to be received by September 29, 2023 to receive these funds prior to lapse. Manufacturer states they can make 1000 kits per week for DHHS. However, they will need the purchase order released as soon as possible.

DAS did reach out to all medical contacts last April for this product. Concordance (Contract # 8002354), Henry Schein (Contract # 8002355) and McKesson (Contract # 8002353).

McKesson stated they were doing more and more kitting as needs arise and requested additional information. Concordance and Henry Schein responded that they were unable to provide quotes for the kits requested.

The original quote was provided to McKesson with all specifications as well as picture of Nylon Bag. The quote submitted from Common Cents Saves Lives showed current cost of \$70.88 EA. While, McKesson came back with cost of \$139.89 EA. Waiving the competitive bid will provide a saving of \$69.01 per kit and \$414,060.00 in total.

These kits have become identifiable as an overdose prevention tool in the community by their color and logo on the bag as well as relationship to being left in doorways for easy access.

Michael has submitted all requirements and specifications to MMCAP and Remedy Repack for pricing on future orders.

DHHS is formally requesting to purchase from sole source vendor, Common Cents Save Lives.



State of New Hampshire Purchase Order

PURCHASE ORDER NUMBER
1094151
 This number must appear on all invoices, packages, cartons, bills of lading, and packing slips.

Date: 08/03/2023
 Status: DRAFT
 Ship Via:
 FOB: Destination
 Freight Terms: Vendor Paid
 Terms: Net 30
 Due Days: 30

Bill To: HHS: BEHAVIORAL HEALTH, DIV OF
 105 PLEASANT STREET
 CONCORD NH 03301

COMMON CENTS EMS SUPPLY LLC
 304 BOSTON POST ROAD
 OLD SAYBROOK CT 06475

Ship To:
 HHS: BEHAVIORAL HEALTH, DIV OF
 105 PLEASANT STREET
 CONCORD NH 03301

Phone: (860) 388-4599 Agency Contact: Michael Walsh II 603.271.5146
 Fax: 91

Vendor #: 163591
 Contact:

In accordance with Quote 7869

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
			Deliver on or before August 31, 2023 unless specified by line		
1	6,000.00	EA	NH DHHS OVERDOSE PREVENTION KIT NH DHHS OVERDOSE PREVENTION KIT	70.88000	425,280.00
			Purchase Order Summary		
			Goods Total:		\$425,280.00
			Order Total:		\$425,280.00

Buyer: Carrie Martin
 Phone: 603-271-0574
 Process Level: 09200

Total Amount: \$425,280.00

1. The State of New Hampshire engages the firm or individual ("the Vendor") to perform the services and/or sale of goods, described in the attached State Proposal and the Vendor's proposal, bid or quotation, any of which are incorporated herein by reference.

2. **COMPLIANCE BY VENDOR WITH LAWS AND REGULATIONS.** In connection with the performance of this agreement, the Vendor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which shall impose any obligation or duty upon the Vendor, including, but not limited to civil rights and equal opportunity laws. In addition, the Vendor shall comply with all applicable copyright laws.

3. **TERM.** The contract and all obligations of the parties thereunder, shall become effective on a specified date and shall be completed in their entirety prior to a specified date. Any work undertaken by the Vendor prior to the effective date shall be at his sole risk and, in the event that the contract shall not become effective, the State shall be under no obligation to reimburse the Vendor for any such work.

4. **CONTRACT PRICE.** The contract price, a payment schedule and a maximum limitation of price shall be as specified by the proposal or bid invitation and the Vendor's response. All payments shall be conditioned upon receipt, and approval by the State, of appropriate vouchers and upon satisfactory performance by the Vendor, as determined by the State. The payment by the State of the Contract Price shall constitute complete reimbursement to the Vendor for all expenses of any nature incurred by the Vendor in the performance by the contractor and complete payment for the Services. The State shall have no other liability to the Vendor.

5. **DELIVERY.** If the Vendor fails to furnish items and/or services in accordance with all requirements, including delivery, the state may repurchase similar items from any other source without competitive process, and the original Vendor may be liable to the state for any excess costs.

If a Vendor is unable to complete delivery by the date specified, he must contact the using branch and or agency. However, the branch and or agency is not required to accept a delay to the original delivery date. All deliveries are subject to inspection and receiving procedure rules as established by the State of New Hampshire. Deliveries are not considered accepted until compliance with these rules has been established. State personnel signatures on shipping documents shall signify only the receipt of shipment.

6. **INVOICING.** All invoices must be in triplicate showing Order Number, Unit and Extension Prices and discounts allowed. A separate invoice shall be submitted for each order. Unless otherwise noted on the proposal or purchase order, payment will not be due until thirty(30) days after all services have been completed, or all items have been delivered, inspected and accepted or the invoice has been received, whichever is later.

7. **PERSONNEL.**

7.1. The Vendor shall disclose in writing the names of all owners (5% or more), directors, officers, employees, agents or subcontractors who are also officials or employees of the State of New Hampshire. Any change in this information shall be reported in writing within fifteen (15) days of their occurrence.

7.2. The person signing this agreement on behalf of the State, or his or her delegate ("Contracting Officer") shall be the State's representative for purposes of this agreement. In the event of any dispute concerning the interpretation of this agreement, the Contracting Officer's decision shall be final.

8. **EVENT OF DEFAULT; REMEDIES.**

8.1. Any one or more of the following acts or omissions of the Vendor shall constitute an event of default hereunder ("Events of Default").

8.1.1. failure to deliver the goods or services satisfactorily or on schedule; or

8.1.2. failure to submit any report required hereunder; or

8.1.3. failure to perform any of the other covenants and conditions 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 Vendor 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 Vendor notice of termination; and

8.2.2. give the Vendor 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 Vendor during the period from the date of such notice until such time as the State determines that the Vendor has cured the Event of Default, shall never be paid to the Vendor; and

8.2.3. set off against any other obligation the State may owe to the Vendor any damages the State suffers by reason of any Event of Default; and

8.2.4. treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

9. **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, or any subsequent Event. No express failure of any Event of Default shall be deemed a waiver of any provision hereof. No such failure or waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof regarding any further or other default on the part of the Vendor.

10. **VENDOR'S RELATION TO THE STATE.** In the performance of this agreement the Vendor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Vendor nor any of its officers, employees, agents or members shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

11. **ASSIGNMENT AND SUBCONTRACTS.** The Vendor shall not assign, or otherwise transfer any interest in this agreement without the prior written consent of the State. No work required by this contract shall be subcontracted without the prior written consent of the State.

12. **INDEMNIFICATION.** The Vendor 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 on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Vendor. 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 shall survive the termination of this agreement.

12.1. **PATENT PROTECTION.** The Vendor agrees to indemnify and defend the State of New Hampshire from alleged and actual patent infringements and further agrees to hold the State of New Hampshire harmless from any liability arising under RSA 382-A:2-312(3). (Uniform Commercial Code).

13. **TOXIC SUBSTANCES.** In compliance with RSA 277-A known as the Workers Right to Know Act, the Vendor shall provide Material Safety Data Sheets with the delivery of any and all products covered by said law.

14. **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 below.

15. **AMENDMENT.** This agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto.

16. **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.

17. **ADDITIONAL PROVISIONS.** The additional provisions (if any) have been set forth as Exhibit "A" hereto.

18. **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.