

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

1. DESCRIPTION OF GOODS AND SERVICES:

(a) General:

This Contract covers the requirements for inspection, testing, maintenance and minor repairs of the fire protection sprinkler systems (wet, dry and anti-freeze sprinkler systems), fire pumps and water tanks billed at a fixed rate as well as on call emergency and other repairs to fire protection sprinkler systems (together, "Fire Protection Systems" and "Fire Protection Services") and for the purchase of equipment or parts needed to insure that Fire Protection Systems are in compliance with code requirements listed in Section 2(c) of this Exhibit A for the Department of Developmental Services (DDS), Regional Residential and Community Residential regions as listed in Exhibit D.

(b) Contractor Requirements:

Contractor shall have adequate personnel on their staff to perform the required tasks outlined within this Contract. Contractor's technicians shall be qualified and experienced to perform the work described in this Contract.

Contractor shall provide equipment necessary to perform Fire Protection Services, including lift equipment, for gaining access to devices that are not readily accessible. Contractor is entitled to invoice the Client Agency a surcharge (refer to Exhibit B) for scheduling and coordinating rental of the required lift equipment as long as a copy of the rental lift equipment invoice is provided to the Client Agency. Contractor shall bill lift equipment expenses separately from other maintenance or repair services.

Contractor shall be responsible for its work, including proper operation and function of all Fire Protection Systems it is charged with maintaining and any damages or breakdowns caused by Contractor failure to take appropriate action as required by differing circumstances.

Contractor shall not be liable for any loss and/or damage caused by or resulting from the following items.

- (1) Repairs made necessary due to acts of God, water damage, flood, vandalism, power surges, lightning or fires.
- (2) Damage resulting from non-Contractor alteration, negligence or misuse, tampering, abuse or other cause not related to a defect in material or workmanship.
- (3) Repairs for damage caused by fire or other casualty (except that caused by the Contractor), or willful or grossly negligent operation or handling of the equipment by the Client Agency's personnel.
- (4) Shop reconditioning or replacement of equipment not completed by the Contractor.
- (5) Updates, changes and modifications made to the Fire Protection System by the Client Agency.
- (6) Shorts, grounds and/or any other problems associated in the facility's pre-existing wiring that was not installed by the Contractor.
- (7) Any act of terrorism. For the purpose of this subparagraph, an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any

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organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence

(c) Response Time:

On location work related to all service calls must be started within twenty-four (24) hours of Client Agency notification to Contractor regardless of the time of day and completed without delay.

Emergency service rendered under this Contract will be available continually on a twenty-four (24) hour per day/seven (7) days a week basis. Contractor shall provide a telephone number (preferably toll free) for the Client Agency where they are able to speak to a live person or are able to leave a voice message. If a voice message is left, the Contractor shall call the Client Agency back within one (1) hour after receiving the emergency call. Contractor personnel, with the expertise necessary to correct the problem, shall be on site within two (2) hours or less (this includes nights, weekends and holidays) after Contractor's initial receipt of the emergency call.

(d) Procedures:

Contractor shall follow all Client Agency's working policy procedures while performing any services within any facility unless otherwise noted on a corresponding purchase order. Additional procedures may also be detailed in the Client Agency's purchase order, if needed.

Contractor's personnel shall:

- (1) Show valid photo identification with the Contractor's company name to the Client Agency;
- (2) Sign in with the Client Agency prior to performing any service, unless otherwise directed by the Client Agency;
- (3) Follow the Client Agency smoking policy;
- (4) Maintain work area in as cleanly a fashion as possible while working and clean up thoroughly when finished;
- (5) Use courtesy and refrain from loud and abusive language;
- (6) Assure that corridors and fire exits are not blocked while performing services;
- (7) Assure that tools and supplies are maintained in a secure manner and never left unattended;
and
- (8) Sign out with the Client Agency upon completion of any service.

(e) Requirements for Inspection, Testing, Maintenance and Minor Repairs of Sprinkler Systems:

Contractor shall provide inspection, testing, maintenance and minor repairs for all aspects of the Fire Protection System to include but not limited to: pumps, water storage tanks, backflow prevention devices and anti-freeze loops for any locations requested by the Client Agency per requirements listed in Section 2(c) of Exhibit A.

In addition to other related services that may be requested by the Client Agency from time to time, Contractor shall provide the following services per requirements listed in Section 2(c) of this Exhibit A.

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- (1) At the commencement of the Contract, the Client Agency's regional residential and community residential group contacts shall provide the Contractor with a list of the last inspection and testing dates for each location.
- (2) Quarterly inspection and testing must be performed within ninety (90) days (seven (7) days prior to the ninety (90) days is acceptable) after the previous inspection. Quarterly inspections not performed within this time frame shall not be paid by the Client Agency, unless otherwise directed in writing by the Client Agency. If any inspection and testing is performed after the ninety (90) days and the Client Agency is cited for not having the inspection and testing completed within the ninety (90) day period, the Contractor shall be responsible for immediately reimbursing the Client Agency for fees incurred.
- (3) Contractor shall coordinate and schedule all regular inspections and testing with the Client Agency.
- (4) Contractor shall notify the Client Agency at least forty-eight (48) hours prior to inspection and testing.
- (5) Contractor shall coordinate all other services with the Client Agency prior to beginning any work.
- (6) Client Agency shall retain the option of having agency personnel present at any inspection or corrective visit.
- (7) Contractor shall notify the Client Agency, the alarm monitoring company and the local fire department prior to and after a test has been conducted on any Fire Protection System. Contractor shall retain the name, title and phone numbers of the personnel to whom notification was made. Contractor shall then verify receipt of signal from the alarm monitoring company. Contractor shall reimburse the Client Agency for any fines and other sanctions that are incurred from the local fire department due to the Contractor's failure to notify either the alarm monitoring company or the local fire department as described herein. When service has been completed, the Contractor shall notify the alarm monitoring company that the alarm has been activated.
- (8) If any utilities or critical systems are to be interrupted during any Fire Protection Services, the Contractor shall provide the Client Agency written notification of the interruption at least twenty-four (24) hours prior to its occurrence.
- (9) The Client Agency retains the option to forego any test in its sole and absolute discretion. If the Client Agency requests that a test not be performed, the Client Agency shall submit that direction in writing to the Contractor and shall make a corresponding reduction to any Contractor invoice charging for such test.

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- (10) Quarterly inspections and maintenance must include service of the following key operational items, but are not limited to, tanks, pumps, central valves, alarms, sprinklers, piping and water supplies.
- (11) Fire Protection Systems with public water supply and cross connection protection (i.e. reduced pressure backflow preventer or double check valve assemblies) must be inspected tested annually by a certified backflow preventer tester.
- (12) The Contractor shall adjust and reset all tamper switches as a part of performing any of the inspection, testing, maintenance and minor repairs.
- (13) Minor repairs are defined as work an F-1 or F-2 licensed fire sprinkler fitter or certified backflow preventer tester can perform during a routine inspection. Minor repairs include, but are not limited to, tightening packing glands on valves, tightening plugs, replacing light bulbs in pump panels, filling water storage tanks, cleaning strainers, cleaning and adjusting water motor alarm gongs for proper operation, cleaning check valves and adjusting pump pressure operating switches.
- (14) If repairs or cost for parts, including parts required due to vandalism and/or abuse, go beyond the scope for inspection, testing, preventative maintenance and minor repairs for Fire Protection Systems, the Client Agency shall be charged at a time (labor rate) and materials (percentage markup over Contractor's invoice excluding any tax that the Contractor has paid) basis per rates provided in Exhibit B.

(f) Required Reports:

Upon completion of any inspection, testing, maintenance, repairs, or any other work, a legible written service report must be delivered to the Client Agency at the facility at the time of the inspection and testing or Service. Contractor shall notify the appropriate plant facilities engineer listed below immediately of any discovered deficiencies critical to the Fire Protection System and identify these deficiencies **PROMINENTLY** on the inspection report after any inspection and testing or Service to a Fire Protection System.

List of Plant Facilities Engineers:

Regional Residential Region:

John Massicotte, 155 Founders Plaza, 255 Pitkin Street, East Hartford, CT 06108

Community Residential Region:

David Elwell, 55 West Main Street, Waterbury, CT 06702

Contractor shall sign in and sign out with a Client Agency representative, unless directed otherwise by the Client Agency. If the Contractor fails to sign in or out or leave a signed work ticket or inspection and testing report at the Client Agency's location, whether intentional or unintentional, the Client Agency shall automatically conclude that the Service was not performed, and payment will be withheld for any such Services.

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NOTE: When applicable, the Contractor shall provide inspection, testing, maintenance and service reports to Client Agencies that require the Contractor to document these Services in the format and content as outlined by the Client Agency or The Joint Commission (“TJC”) or both requirements, upon written request from the Client Agency. The Client Agency has the right to request that the Contractor add additional information as needed to meet the Client Agency or TJC or both requirements.

Inspection and Testing Report:

Contractor shall email a legible PDF copy of the inspection and testing report to the appropriate plant facilities engineer within ten (10) days after completion of service. Contractor shall also attach the following documents with the inspection and testing report in the email, as applicable:

- (1) A summary report that includes:
 - a. An outline of each test and inspection.
 - b. The test and inspection results.
 - c. The deficiencies found and cost estimates to mitigate each in accordance with the labor rates provided in Exhibit B referencing all specific code(s) for each deficiency that was found, if applicable.
 - d. The final inspection report must provide all information required to be in compliance with all applicable codes and recommendations outlined in Section 2(c) of this Exhibit A. An annual backflow preventer test certificate prepared for each backflow preventer tested must be included with the final inspection report.
 - e. Written confirmation that all sprinkler system fire alarm components activated the appropriate local fire alarm panel and central station (to include all trouble and alarm signals).

- (2) Annual backflow preventer test certificate prepared for each backflow preventer tester.

The final report must be printed and signed legibly by the Contractor’s technician. These reports must be kept as a permanent record for all inspection, testing and Services performed.

The inspection and test will not be considered complete nor will the forty-five (45) day payment period begin until all of the above is provided to the Client Agency.

If requested, an additional copy of the final report must be submitted to the Client Agency.

NOTE: Contractor shall provide inspection, testing, maintenance and service reports to Client Agencies that require the Contractor to document these services in the format and content as outlined by TJC requirements, upon written request from the Client Agency. The Client Agency has the right to request that the Contractor add additional information as needed to meet TJC requirements.

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Service Report:

The service report will include, but not be limited to, the following information for each request for service, as applicable:

- Date and time notified
- Date and time of arrival
- Location of Service
- Client Agency contact person and telephone number
- Name of technician performing the service
- Description of Service Performed
- Description of malfunction reported, if applicable
- Diagnosis of failure and work performed, if applicable
- Manufacturer and manufacturer's part number for Fire Protection System equipment replaced, if applicable
- Charges for the Service, if applicable
- Departure Time

The service received will not be considered complete nor will the forty-five (45) day payment period begin until all of the above is provided to the Client Agency.

If requested, an additional copy of the report will be submitted to the Client Agency.

(g) Additional Inspection and Testing:

Contractor shall perform the following additional inspection and tests and any related tests not listed below, only when requested in writing by the Client Agency per the applicable codes listed in Section 2(c) of Exhibit A. Additional inspection and testing must be performed and charged on a time (per hourly labor rate) and material basis at the rates provided in Exhibit B.

The Contractor shall determine when a location requires any of the below inspections and tests and shall contact the Client Agency to schedule the inspection and test.

The Contractor shall be required to start performing any of the additional inspections and tests within thirty (30) days from written notification to proceed from the Client Agency. All additional inspections and testing must be completed within forty-five (45) days from their start.

- 5 year Obstruction Investigation per National Fire Protection Association (NFPA) 25, Section 13.2.1
- 5 year Internal Valve Inspection per NFPA 25, Sections 12.4.1.2 and 12.4.3.1.8
- 5 year Standpipe Flow Test per NFPA 25, Section 6.3.1.1
- 5 year Hydrostatic Dry Standpipe Test per NFPA 25, Section 6.3.2.1
- 20/10 Year Fast Response Sprinkler Head Testing per NFPA 25 Section 5.3.1.1.1.3
- 50/10 Year Sprinkler Head Testing per NFPA 25 Section 5.3.1.1.1

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- 75/5 Year Sprinkler Head Testing per NFPA 25 Section 5.3.1.1.1.5
- 10/10 Year Dry Sprinkler Head Testing per NFPA 25 Section 5.3.1.1.1.6
- 5 Year Internal Pitch and Scale Test per NFPA 25
- Additional Standpipe Testing
- Microbiologically Influenced Corrosion (MIC) Testing and Treatment
- Drilling through concrete and minor excavation services

Sprinkler heads removed under NFPA 25 Section 5.3 for testing must be turned over to the Client Agency for independent testing. The Contractor shall replace the heads removed for testing as part of the service at the Client Agency's expense.

System pressure gauges must be replaced when they have reached five (5) years of age at the Client Agency's expense.

(h) Purchase and Installation of Equipment and/or Parts:

Client Agency may request Contractor to upgrade, add, modify or replace any equipment (to include parts) to their Fire Protection System to insure that Fire Protection System is in compliance with code requirements listed in Section 2(c) of this Exhibit A for any location that has an existing Fire Protection System (any type of fire protection sprinkler system). The Client Agency may not utilize this Contract to install a new fire protection sprinkler system to any location where there is not already an existing fire protection sprinkler system.

The Contractor shall provide Client Agency with a detailed, written and itemized estimate for installation of additional equipment. All equipment purchased must be new and manufactured by a reputable manufacturer. Replacement parts must meet or exceed original equipment manufacturer's specifications.

When installation or repair of any equipment requires the temporary shutdown of the fire protection sprinkler system, the installation or repair must be performed at such a time as designated by the Client Agency. Client Agency reserves the right to limit the shutdown time to a specified number of hours and set the date and time of each occasion of complete shutdown. Contractor shall insure all tools, supplies, equipment and labor are on hand and in position to start the moment the shutdown period is initiated.

Contractor shall be responsible for the removal of existing equipment and shall turn over all equipment removed to the Client Agency. The Contractor is responsible for a turnkey operation in the installation of any equipment.

All existing cable or wire must be used during any installation unless Contractor is directed otherwise in writing by the Client Agency. If the Client Agency requests new cable or wire, the Contractor shall remove the existing cable or wire and dispose of it (at no expense to the Client Agency). Whenever possible, all wiring must be concealed.

Contractor shall be responsible for repairing all damaged and/or altered areas that occurred during construction if applicable.

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2. ADDITIONAL TERMS AND CONDITIONS:

(a) Contract Separately/Additional Savings Opportunities:

DAS reserves the right to either seek additional discounts from the Contractor or to contract separately for a single purchase, if in the judgment of DAS, the quantity required is sufficiently large, to enable the State to realize a cost savings, over and above the prices set forth in Exhibit B, whether or not such a savings actually occurs.

(b) P-Card (Purchasing MasterCard Credit Card):

Purchases made by the Client Agency from the Contractor that are less than \$1,000 may be made using the State of Connecticut Purchasing Card (MasterCard) in accordance with Memorandum No. 2011-11 issued by the Office of the State Comptroller.

Contractor shall be equipped to receive orders issued by the Client Agency using the MasterCard. The Contractor shall be responsible for the credit card user-handling fee associated with MasterCard purchases. The Contractor shall charge to the MasterCard only upon acceptance of Goods delivered to the Client Agency or the rendering of services.

The Contractor shall capture and provide to their merchant bank, Level 3 reporting at the line item level for all orders placed by MasterCard.

Questions regarding the state of Connecticut MasterCard Program should be directed to Ms. Kerry DiMatteo, Procurement Card Program Administrator at 860-713-5072.

(c) Applicable Codes and Recommendations:

When applicable, all services under this Contract must be performed in strict accordance with all, but not limited to, applicable NFPA codes (such as NFPA's 13, 14, 17, 17A, 22, 25, 101 and any other NFPA codes that may apply), latest revision accepted by the State Fire Marshall, Connecticut Fire Safety Codes and Connecticut Fire Prevention Code, latest revisions, to include the National Electrical Code, International Building Codes, International Mechanical Code and International Existing Building Code, latest revisions accepted by Connecticut State Building Code; TJC on Accreditation of Healthcare Organizations; Manufacturer recommendations and/or requirements, as well as any other applicable Occupational Safety and Health Administration, Underwriters Laboratories (UL), Federal and Connecticut Regulations/Statutes/Codes and any other industry standards.

Contractor personnel shall hold a Backflow Preventer Tester Certificate issued by the State of Connecticut, if applicable.

If any of the above codes and recommendations change and have an impact on the Contract, a Contract Supplement may be issued to reflect these changes at any time during the term of the Contract.

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Contractor shall comply with all amendments or other changes made to applicable codes regardless of the issuance of a Contract Supplement.

(d) Licenses:

Contractor shall hold an F-1 unlimited license, issued by The Department of Consumer Protection, Occupational Licensing Division. All Contractor personnel performing repairs to any Fire Protection System shall hold either an F-1 or F-2 license.

All electrical control work, alarm and signal work, when required, must be performed by an individual holding not less than an L-5 limited Contractor electrical license or by an individual with not less than an L-6 limited electrical journeyman license in the employ of a Contractor holding an L-5 limited Contractor electrical license.

All fire pump controller work must require an E-1 unlimited Contractor license or by an employee holding an E-2 unlimited journeyman license in the employ of a Contractor holding an E-1 unlimited Contractor license.

Contractor personnel shall hold a Backflow Preventer Tester Certificate issued by the State of Connecticut, if applicable.

The State may, at any time during the term of the Contract, ask the Contractor to provide proof of any of the above referenced licenses. Contractor's personnel shall carry their licenses with them when performing the Fire Protection Services and will make the required licenses available to the Client Agency prior to beginning any type of service, if requested.

Contractor shall maintain all applicable licenses during the term of this Contract. Contractor shall immediately notify the Client Agency by written notice in the event any of Contractor's licenses, are revoked, expired or suspended.

(e) Subcontracting:

All Fire Protection Services provided under this Contract must be performed by Contractor's personnel. No subcontracting is allowed except for electrical and fire pump portions only per the terms listed below.

Contractor shall be allowed to subcontract the electrical portion of this Contract to a licensed electrical Contractor who meets the qualifications set forth in this Contract.

Contractor shall be allowed to subcontract the fire pump portion of this Contract for repairs and/or maintenance of fire pumps. Contractor shall inspect and test the fire pumps immediately after the subcontractor has completed any repairs and/or maintenance. There cannot be a lapse of time between the subcontractor completing their service and the Contractor inspecting and testing the fire pumps.

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Should the Contractor choose to utilize a subcontractor, the Contractor shall be liable for any accrued expenses under the terms of this Contract. The Contractor is responsible for contacting and paying the subcontractor. If the Contractor uses a subcontractor, the sole responsibility of the job will rest upon the Contractor, not the subcontractor. If the Contractor has any issues with the subcontractor, it is the Contractor's responsibility to handle and resolve all problems. If the problems are not resolved, the Contractor shall find another means to complete the job by the stated deadline.

Contractor shall charge the Client Agency the hourly rate listed in Exhibit B for service completed by the subcontractor. If the subcontractor charges the Contractor a lower hourly rate than the Contractor's hourly rate listed in Exhibit B, the Contractor shall charge the Client Agency the subcontractor's hourly rate. All billing invoices will be issued from the Contractor only. Contractor shall be responsible for all payment or fees charged by the subcontractor. Contractor shall provide the Client Agency with a copy of the subcontractor's quote with their invoice.

If a Contractor elects to utilize any additional subcontractor(s) (not listed in Exhibit B) for electrical work or fire pump repairs and/or maintenance, the Contractor shall submit their request in writing to DAS for approval prior to any such subcontractor commencing any work. If DAS approves the subcontractor, the Contractor shall have the subcontractor complete the form SP-26NB (provided by DAS) and return to DAS.

(f) Labor Rates:

The labor rates are to be considered straight time costs for work accomplished during normal working hours. All routine Fire Protection Services must be performed during the normal work day. Any emergency or other scheduled Fire Protection Services performed at any other time will be executed only with prior written approval from the Client Agency.

Labor rates are listed as follows:

Normal Work Day: 7:00 am through 4:30 pm, Monday through Friday, excluding all State holidays.

Continued Service Beyond Normal Work Day: This is for repairs that extend beyond the normal working hours. The Client Agency shall be charged at one and one-half times the normal work hours rate (overtime).

After Hours, Saturday, Sunday and Holidays: This rate is for when emergency service is requested by the Client Agency that is not during the normal work day. Hours are from 4:31 pm to 6:59 am Monday through Friday and all day Saturday, Sunday and State holidays till 11:59 pm.

List of State holidays may be found on the DAS website, as modified from time to time:

<https://portal.ct.gov/DAS/Lists/Human-Resources-Business-Rules-and-Regulations/Benefits/Holidays>

(g) Security and/or Property Entrance Policies and Procedures:

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Contractor shall adhere to established security or property entrance policies and procedures or both for each requesting Client Agency. It is the responsibility of each Contractor to understand and adhere to those policies and procedures prior to any attempt to enter any Client Agency premises for the purpose of carrying out the scope of work described in this Contract.

(h) Additional Fees:

Contractor shall not charge any additional fees including but not limited to, equipment rental (excluding rental of lift equipment), truck charges, fuel surcharges, travel time, travel costs, trip charges, mileage charges, portal-to-portal rates, parking fees, ancillary fees and costs including permits, licenses, insurance, and other expenses not listed in this Contract.

(i) Records:

Contractor shall adhere to the following as required by NFPA 25, Section 4.3 – Records:

- (1) Contractor shall assist the Client Agency in maintaining and retaining, for the life of each sprinkler system, all records of inspections, tests, maintenance and repairs of each sprinkler system.
- (2) Contractor shall make all records available to the Client Agency or any other appropriate authority upon request.

(j) Equipment Documentation/Literature:

Contractor shall supply the Client Agency with one set of all technical or other manuals, documents, plans, specifications or other materials necessary for equipment operation, if applicable, when any equipment is purchased. Should such materials be updated or replaced, the Contractor shall provide such materials to the Client Agency, at no additional charge. Client Agency may purchase additional sets of materials, if needed.

Contractor(s) shall also furnish the Client Agency with a complete instruction manual for the product and for each component supplied, as applicable. The manual must include complete instructions for unpacking, inspecting, installing, adjusting, aligning, and operating the product, together with layout and interconnection diagrams, schematic and wiring diagrams, preventive and corrective maintenance procedures, and complete parts lists, manufacturer's catalog numbers, and ordering information, if applicable.

(k) Warranty:

Warranty period of the new equipment must commence immediately after installation, testing and Client Agency's acceptance. The warranty period must be for a minimum period of one (1) year or according to the manufacturer's standard warranty, whichever is longer. All equipment must conform to the specifications, performance standards and descriptions in the documentation, so as to provide use of the equipment in accordance with such documentation without significant functional downtime

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to the Client Agency's ongoing business operations during the warranty term. If, during this period, such faults develop, the piece of equipment that is affected must be replaced by Contractor at no additional charge to the Client Agency.

The warranty must provide the full cost to replace the defective item including, but not limited to, any labor, packing and shipping required to replace the defective item.

Service performed under this Contract shall be fully guaranteed against defect due to faulty material and/or workmanship.

(l) Training:

Contractor shall train the Client Agency on any installed equipment at no additional charge and when requested.

(m) Invoicing:

Invoices must reference Contractor's invoice number, Client Agency purchase order number, date of service, location of service, description of work performed, itemized by inspection and testing; service type and labor hours; part(s) unit pricing and must be accompanied by a legible copy of the signed service report. Original invoices for equipment, parts and materials must be included with the invoice to the Client Agency.

Invoices will be mailed to: Department of Developmental Services, Accounts Payable, 460 Capital Avenue, Hartford, CT 06106.

Any questions regarding purchase orders or payment will be directed to the DDS Business Office at 860-418-6113.

(n) Add or Delete a Client Agency Location to the Contract:

The State reserves the right to add or delete Client Agency locations, at any time, during the term of this Contract.

If a location or pricing for additional service to a location listed in Exhibit B needs to be added to the Contract for inspection, testing, maintenance and minor repairs, Client Agency shall contact the Contractor for a quote to add the location. Contractor shall provide a written quote with the per inspection fee for each location. Client Agency shall arrange a date and time for a site inspection/walk-through of the location, if requested by the Contractor prior to submitting their quote. Once the Client Agency has received the quote, the Client Agency shall email a request with a copy of the Contractor's quote to Linda LoSchiavo at linda.loschiavo@ct.gov. After DAS reviews all the information and the request is approved, a Contract Supplement will be issued for that location.

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If a new location needs to use this Contract for only repairs or parts, a Contract Supplement will not be issued. Contractor shall honor prices listed in Exhibit B for new locations requiring repairs and parts only.

If a location needs to be removed from the Contract, the Client Agency shall email Linda LoSchiavo at linda.loschiavo@ct.gov with the location's information. Once DAS receives the request, a Contract Supplement will be issued to remove the location from the Contract.

(o) Add or Delete Service to a Location to the Contract:

The State reserves the right to add or delete any Service not listed in this Exhibit A that may be required due to codes or recommendations or both changes listed in Section 2(c) of this Exhibit A during the term of the Contract.

If a Client Agency needs a specific Service added to the Contract, the Client Agency shall submit the request in writing to Linda LoSchiavo at linda.loschiavo@ct.gov. DAS shall then request a price for the Service from the Contractor(s) listed within the Contract. After DAS reviews all the information and the Service is approved, a Contract Supplement will be issued.

If a specific Service needs to be removed from the Contract, the Contractor shall email Linda LoSchiavo at linda.loschiavo@ct.gov with all the information to remove the Service. After the information is received, a Contract Supplement will be issued to remove said Service.

(p) Business Associate:

The Contractor is a Business Associate for purposes of HIPAA.