

49 9B



New Hampshire Veterans Home

139 Winter Street
Tilton, NH 03276-5415



Margaret D. LaBrecque
Commandant

Telephone: (603) 527-4400
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February 20, 2019

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

REQUESTED ACTION

Authorize the New Hampshire Veterans Home to enter into a contract with Maxim Healthcare Services Inc, (VC#177770), 7727 Lee Deforst Dr, Columbia, MD 21046, up to the amount of \$5,062,576.80 to provide Temporary Nursing Services to the Veterans Home, with the option to renew for an additional two year period, effective date of G&C approval through December 31, 2021.

Funding Source is 47% General, 28% Federal, 25% Other funds.

Funding contingent upon the availability and continued appropriation of funds in Fiscal Year 2020, Fiscal 2021 and Fiscal Year 2022, in account, 05-43-43-430010-5359, New Hampshire Veterans Home, Professional Services, as follows with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified.

	<u>FY 2020</u>	<u>FY2021</u>	<u>FY2022</u>	<u>Total</u>
# 101-500729 Medical Providers	\$1,687,525.	\$1,687,525.	\$1,687,526.	\$5,062,576

EXPLANATION

This contract provides for temporary nursing services at the New Hampshire Veterans Home as needed, up to the contract amount. In September 2018, the New Hampshire Veterans Home advertised for bids on the State of NH Purchase and Property web site as well as the New Hampshire Veterans Home web site for temporary nursing services. Fourteen vendors responded to the RFP and were evaluated using the criteria specified in the RFP. The scoring results are shown in Attachment A. We are confident in the credentials of this local contractor and as such feel comfortable in awarding this contract. This contract includes a two-year extension option that may be exercised at the end of the three year term with Governor and Council approval.

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

Respectfully Submitted,

Margaret D LaBrecque
Margaret D. LaBrecque
Commandant

Attachment A

Temporary Nursing Services RFP Bids Received 11/28/18

Sorted by Total for final bidder ranking including required LNA services

Vendor	Located	RN	LPN	Subtotal	LNA	Total	Score
InGenesis	San Antonio, TX	\$1,710,360.96	\$1,124,418.00	\$2,834,778.96	\$1,376,223.60	\$4,211,002.56	80
Judge Healthcare	Wayne, PA	\$2,172,633.60	\$1,279,856.00	\$3,452,489.60	\$1,348,531.20	\$4,801,020.80	85
Diskriter Inc.	Pittsburgh, PA	\$1,933,776.00	\$1,310,587.20	\$3,244,363.20	\$1,655,784.00	\$4,900,147.20	56
Maxim Healthcare Services	Manchester, NH	\$2,030,025.60	\$1,448,234.40	\$3,478,260.00	\$1,584,316.80	\$5,062,576.80	94
Staffing Etc.	Lanham, MD	\$2,227,680.00	\$1,543,464.00	\$3,771,144.00	\$1,428,148.80	\$5,199,292.80	
Nurse's Etc. Staffing	San Antonio, TX	\$2,105,315.20	\$1,421,307.84	\$3,526,623.04	\$1,678,943.52	\$5,205,566.56	
SHC Services	Park City, Utah	\$2,321,760.00	\$1,435,600.00	\$3,757,360.00	\$1,573,200.00	\$5,330,560.00	
Government Solutions	Omaha, NE	\$2,246,400.00	\$1,404,000.00	\$3,650,400.00	\$2,246,400.00	\$5,896,800.00	
All's Well	Huntington Beach, CA	\$2,501,904.00	\$1,309,904.00	\$3,811,808.00	zero	\$3,811,808.00	
RN network	Boca Raton, FL	\$2,381,984.00	\$1,717,856.00	\$4,099,840.00	zero	\$4,099,840.00	
Access Therapies	Indianapolis, IN	\$2,547,552.00	\$1,561,000.00	\$4,108,552.00	no bid	\$4,108,552.00	
Worldwide Travel Staffing	Tonawanda, NY	\$2,433,600.00	\$1,716,000.00	\$4,149,600.00	\$2,134,080.00	\$6,283,680.00	
Sunbelt Staffing	Oldsmar, FL	\$2,510,088.00	\$1,779,540.00	\$4,289,628.00	no bid	\$4,289,628.00	
AYA Healthcare	San Diego, CA	\$2,997,120.00	\$1,872,000.00	\$4,869,120.00	\$2,528,820.00	\$7,397,940.00	

Note: First sort by Subtotal to rank all bidders without LNA bids.

Note: Second sort by Total for final bidder ranking including required LNA services.

Temporary Nursing Services RFP Final Score Ranking

Vendor	Located	Team Score
Maxim Healthcare Services	Manchester, NH	94
Judge Healthcare	Wayne, PA	85
InGenesis	San Antonio, TX	80
Diskriter Inc.	Pittsburgh, PA	56

Scoring and rating criteria used and detailed in the RFP included:

Criteria	RFP Section	Available Points
Total estimated cost	34.1.1	30
Capability to perform services in a timely manner	34.1.2.1	25
Demonstrated pool of candidates for use	34.1.2.2	15
Qualified Personnel with medical experience & credentials	34.1.2.3	10
Ability & immediate availability	34.1.3.1	10
Financial stability	34.1.4.1	5
References	34.1.5	5
		100

Evaluation team:

Margaret LaBrecque	Commandant	NHVH
Michelle Booker	Director of Resident Care Services	NHVH
Armand Plourde	Director of Administrative Services	NHVH
Alice Leeming	Director of Human Resources	NHVH

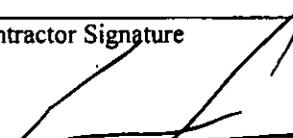
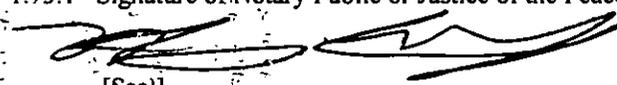
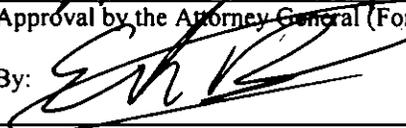
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Veterans Home		1.2 State Agency Address 139 Winter Street Tilton, NH 03276	
1.3 Contractor Name Maxim Healthcare Services, Inc.		1.4 Contractor Address 7227 Lee Deforst Dr. Columbia, MD 21046	
1.5 Contractor Phone Number 603-263-4605	1.6 Account Number 05-0430010-5359-010 <i>2/2/19 AP</i> <i>-101</i> <i>2/2/19</i> <i>EB</i>	1.7 Completion Date 12/31/2021	1.8 Price Limitation \$5,062,576.80
1.9 Contracting Officer for State Agency Armand Plourde <i>3/6/19</i> <i>EB</i>		1.10 State Agency Telephone Number 603-527-4847	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Eric Lynch, Assistant Controller	
1.13 Acknowledgement: State of <i> Maryland </i> , County of <i> Howard </i> On <i> December 19, 2018 </i> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace <i> Paige Vaska Stevenson, Notary </i>			
1.14 State Agency Signature <i> Armand Plourde </i> Date: <i> 12/11/18 </i>		1.15 Name and Title of State Agency Signatory <i> ARMAND PLOURDE DIRECTOR OF ADMINISTRATIVE SERVICES </i>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: <i> Harrie A. Guolis </i> Director, On: <i> 3.8.2019 </i>			
1.17 Approval by the Attorney General (Form Substance and Execution) (if applicable) By:  On: <i> 1/10/2019 </i>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

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

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

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

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

EXHIBIT A
SCOPE OF SERVICES

1. Purpose:

The purpose of this request for proposal is to seek temporary nursing services for the resident population of the NH Veterans Home, Tilton, NH. Required temporary nursing services are generally known in advance, however, there are instances where unforeseen events, such as staff illness, preclude advance knowledge of need. Proposed temporary nursing services shall be provided by a flat fee rate.

2. Terms of Contract:

A Contract awarded by the NH Veterans Home as a result of this RFP is expected to be effective for the period beginning January 1, 2019 or upon approval of the Governor and Executive Council (G&C) of the State of New Hampshire whichever is later through December 31, 2021 with an option to renew for one (1) additional period of up to two (2) years, only after the approval of the Commandant of the NH Veterans Home and the Governor and Executive Council.

3. Location of Services:

NH Veterans Home, 139 Winter St, Tilton, NH 03276

4. Not applicable.

5. Minimum Required Services:

The Contractor shall provide temporary nursing services to include but not limited to:

- 5.1. Provide Temporary Nursing Professionals to the NH Veterans Home for placement on a temporary basis; such professionals shall include, but not be limited to Registered Nurses (RNs) and Licensed Practical Nurses (LPNs).
- 5.2. Provide only those Temporary Nursing Professionals who maintain valid State of NH professional licenses, certifications and/or qualifications required by law for the performance of the services required. No Nursing professional shall be referred to the NH Veterans Home without the proper licensure documentation required by federal, state or local law. Certification is defined as an organization recognized by or affiliated with the American Nursing Association (ANA) in a specialty that is consistent with the job accountabilities and appropriate to the institution or agency. Examples include psychiatric/mental health nurse, gerontological, maternal/child health, oncology, wound care, etc.
- 5.3. The Contractor shall be required to deploy the requested staff at the facility for planned services within three (3) business days and unplanned services within one (1) business day.
- 5.4. The NH Veterans Home shall retain ultimate responsibility for the management of patient care.
- 5.5. The Temporary Nursing Professional placed by the Contractor shall be under the direction and supervision of the NH Veterans Home.
- 5.6. The NH Veterans Home shall determine the shifts to be worked and shall not have any obligation to the Contractor for any minimum number shifts requested.
- 5.7. The NH Veterans Home reserves the right to refuse placement of any Temporary Nursing professional with or without cause.
- 5.8. In performing the services specified by the NH Veterans Home, the Nursing professionals are and shall at all times remain employees of the Contractor. The Contractor shall pay all wages and benefits on behalf of the Temporary Nursing Professionals.
- 5.9. The Contractor's flat fee service rate shall be inclusive of salary and benefits to include but not limited to FICA and Social Security taxes, applicable State taxes, workers compensation, unemployment, medical insurance expenses and retirement benefits.

Vendor Initials: EL
Date: 12/19/18

- 5.10. Normal paid shifts shall consist of eight (8) hours, occurring on two (2) shifts with a one half (1/2) hour unpaid meal break; Day Shift (6:45AM-3:15PM), and Evening Shift (3:00PM-11:30PM). The Department shall not be charged for the unpaid meal break as quoted, by the Contractor, in Exhibit B, Estimated Budget (Budget Sheets) for RN, LPN, and LNAs for these two (2) shifts. Night Shift shall consist of eight (8) hours which will include a one half (1/2) hour paid meal break; Night Shift (11:00PM-7AM). The Department shall be charged for the paid meal break as quoted by the Contractor, in exhibit B, Estimated Budget (Budget Sheets) for RN, LPN, and LNAs for this one (1) shift. EC
- 5.11. The Contractor shall be responsible to pay their employee one (1) half an hour lunch period for Day & Evening shifts. NH Veterans Home shall be billed by Contractor for one (1) half hour lunch period for Night Shift (11:00PM-7AM) employees only. EC
- 5.12. The NH Veterans Home shall give the Contractor a two (2) hour notification of cancellation prior to the start of a shift. If a two (2) hour notification is not given, a four (4) hour charge will be incurred for billing.
- 5.13. The NH Veterans Home will provide an initial sixteen (16) hour orientation to Temporary Nursing Professionals newly assigned to the NH Veterans Home to include a clinical orientation as well as an orientation to the Federal and State PREA standards.
- 5.14. The NH Veterans Home's Nursing Staff shall not be required and/or requested by the Contractor to enter into legal Contracts, Agreements and/or Obligations on the behalf of the NH Veterans Home.
- 5.15. Contractor, not the State, shall be responsible for expenses incurred by the Temporary Nursing Professionals for and maintaining current licensures, certifications and continuing education costs.
- 5.16. Contractor shall comply with all applicable patient information privacy and security regulations set forth in the Health Insurance Portability and Accountability Act (HIPAA) final regulations for Privacy of Individually Identifiable Health Information by the federal due date for compliance, as amended from time to time.
- 5.17. Intentionally left blank.
- 5.18. Only personal property that is required for activities of daily living and contained in a clear plastic backpack/bag shall be permitted into the secure perimeter of all departmental facilities. Permitted personal items to include but are not limited to:
- 5.18.1. Toothbrush/toothpaste;
 - 5.18.2. Dental floss;
 - 5.18.3. Hand sanitizer/hand soap;
 - 5.18.4. Comb/brush;
 - 5.18.5. Feminine products;
 - 5.18.6. Coffee cup/thermos;
 - 5.18.7. Small/medium lunch box made of fabric or plastic (no larger than 30 quart);
 - 5.18.8. Plastic eating utensils;
 - 5.18.9. Pens/pencils;
 - 5.18.10. Sunglasses;
 - 5.18.11. Purse/wallet (no more than \$100.00 in cash); and
 - 5.18.12. Prescribed and over-the-counter medications (no more than a one (1) day supply in a properly labeled prescription bottle/container, obtained from a pharmacy).
- 5.19. Contractor staff providing services shall have a security clearance to include a background check and fingerprinting.

6. Service Utilization:

Shift	Registered Nurse (RN)	Licensed Practical Nurse (LPN)
6:45AM - 3:15PM	12,480 Hours	6,240 Hours
3:00PM - 11:30PM	12,480 Hours	12,480 Hours
11:00PM - 7:00AM	12,480 Hours	12,480 Hours
Total Estimated Service Utilization	37,440	31,200

Actual hours to be used over the entire 3 year contract will vary, up to and will not exceed the maximum total service utilization hours listed above. This will provide approximate service equivalency of up to 2 full time nurses for each shift.

Shift	Licensed Nursing Assistant (LNA)
6:45AM - 3:15PM	18,720 Hours
3:00PM - 11:30PM	18,720 Hours
11:00PM - 7:00AM	18,720 Hours
Total Estimated Service Utilization	56,160

Actual hours to be used over the entire 3 year contract will vary, up to and will not exceed the maximum total service utilization hours listed above. This will provide approximate service equivalency of up to 3 full time LNA for each shift.

7. Service Schedule and Utilization: Service Schedule: The Vendor shall provide full time Temporary Nursing Services for the following required shifts listed below marked with an X.

	FT Service Schedule	Shift	Day of the Week that Shift Begins	Hours of Work
X	Weekdays	Day	(Friday - Thursday) + alternating weekends	6:45AM – 3:15PM
X	Weekdays	Evening	(Friday - Thursday) + alternating weekends	3:00PM – 11:30PM
X	Weekdays	Night	(Friday - Thursday) + alternating weekends	11:00PM – 7:00AM
X	Weekends	Day	(Saturday - Sunday)	6:45AM – 3:15PM
X	Weekends	Evening	(Saturday - Sunday)	3:00PM – 11:30PM
X	Weekends	Night	(Friday - Sunday)	11:00PM – 7:00AM
X	Holiday	Day		6:45AM – 3:15PM
X	Holiday	Evening		3:00PM – 11:30PM
X	Holiday	Night (Eve)		11:00PM – 7:00AM

- 7.1. Weekday Day shifts shall begin at 6:45AM and end at 3:15PM on Monday, Tuesday, Wednesday, Thursday and Friday.
- 7.2. Weekday Evening shifts shall begin at 3:00PM and end at 11:30PM on Monday, Tuesday, Wednesday, Thursday and Friday.
- 7.3. Weekday Night shifts shall begin at 11:00PM on Monday, Tuesday, Wednesday, Thursday and Sunday and end at 7:00AM on Tuesday, Wednesday, Thursday, Friday and Monday.
- 7.4. Weekend Day shifts shall begin at 6:45AM and end at 3:15PM on Saturday and Sunday.
- 7.5. Weekend Evening shifts shall begin at 3:00PM and end at 11:30PM on Saturday and Sunday.
- 7.6. Weekend Night shifts shall begin at 11:00PM on Friday and Saturday and end at 7:00AM on Saturday and Sunday.
- 7.7. Observed Holidays shall follow the State of New Hampshire, Division of Personnel designated calendar Holidays.
- 7.8. Holidays that fall on a Weekend Day shall be observed on their prospective calendar date.
- 7.9. Columbus and Election Day shall not be considered as a State of New Hampshire Holiday.
- 7.10. No overtime rates shall be paid to the Contractor on behalf of their employee for employees working on State observed Holidays. The State shall expect the Contractor to manage the schedules of their employees so that no overtime is paid.
- 7.11. Holidays shall begin at midnight (12:00AM) or Eve on the calendar date of the Holiday and ends at midnight (11:59PM) on the same day. Reporting times remain as stated above.
- 7.12. Holiday billing services shall not be applied unless an assigned Temporary Nursing Professional actually works on the Day, Evening, or Eve (midnight) of the Holiday. Only hours worked on the actual calendar holiday are to be compensated.

8. State of New Hampshire Observed Holidays (Calendar Year 2019):

Holidays for Calendar Year 2015		
Holiday	Day of Week	Date of Holiday
New Year's Day	Tuesday	January 1, 2019
Martin Luther King Day/Civil Rights Day	Monday	January 21, 2019
President's Day	Monday	February 18, 2019
Memorial Day	Monday	May 27, 2019
Independence Day	Thursday	July 4, 2019
Labor Day	Monday	September 2, 2019
Veterans' Day	Monday	November 11, 2019
Thanksgiving Day	Thursday	November 28, 2019
Day After Thanksgiving Day	Friday	November 29, 2019
Christmas Day	Wednesday	December 25, 2019

Note: Although the following days, Columbus Day and Election Day, are listed in RSA 288:1 as State holidays they are not paid holidays for State employees. State Offices will remain open for both Columbus Day and Election Day. State Holiday schedules are located at <http://admin.state.nh.us/hr/index.html>.

9. General Service Provisions:

- 9.1. Notification of Required Services: The NH Veterans Home, Director of Resident Care Services, or designee shall contact the Contractor when service is required. A list of NH Veterans Home, Nursing Coordinators will be provided to the Contractor upon awarding of a Contract.
- 9.2. Tools and Equipment: The Contractor will be provided with the required tools and equipment as deemed necessary by the NH Veterans Home to provide the requested services. Any and all tools, containers, and vehicles the Contractor needs to provide the required services must be inventoried before entering and leaving the facility and are subject to search by NH Veterans Home security staff at any and all times while on NH Veterans Home facility grounds.
- 9.3. Rules and Regulations: The Contractor agrees to comply with all rules and regulations of the NH Veterans Home.
- 9.4. Contractor Employee Information: The Contractor shall be responsible for obtaining a criminal background check to include finger printing on all potential employees assigned by the Contractor and/or Subcontractors to provide services to NH Veterans Home. Upon award of a Contract, the NH Veterans Home will notify the selected Contractor the procedures to obtain background checks. Contractor and/or subcontractor employee hiring status shall be contingent upon receipt of a criminal background check from the NH Department of Safety, and procedural review of said reports by the NH Veterans Home.
 - 9.5.1. The NH Veterans Home reserves the right to conduct a procedural review of all criminal background checks of all potential Contractor and/or subcontractor employees to determine eligibility status.
 - 9.5.2. The NH Veterans Home will notify the Contractor of any potential Contractor/and or subcontractor employee who does not comply with the criteria identified in Paragraph 9.5.3., below.

- 9.5.3. In addition, the Contractor and/or subcontractor shall not be able to hire employees meeting the following criteria:
- Individuals convicted of a felony shall not be permitted to provide services;
 - Individuals with confirmed outstanding arrest warrants shall not be permitted to provide services;
 - Individuals with a record of a misdemeanor offense(s) may be permitted to provide services pending determination of the severity of the misdemeanor offense(s) and review of the criminal record history by the Director of Human Resources and designee of the NH Veterans Home;
 - Individuals with restrictions on out-of-state and/or State of NH professional licenses and or certifications;
 - Individuals whose professional licenses and/or certification have been revoked and reinstated from other States and/or the State of NH;
 - Individuals with a history of drug diversion;
 - Individuals who was a former State of NH employee and/or former Contract employee that was dismissed for cause;
 - Individuals previously employed with the NH Veterans Home without prior approval of the NH Veterans Home; and
- 9.6. Licenses, Credentials, Certificates: The Contractor shall ensure all staff members meet the requirements of the State. The Contractor and its staff shall possess the credentials, licenses and/or certificates required by law and regulations to provide the services required.
- 9.7. Admittance: The Home may, at its sole discretion, remove from or refuse admittance to any Home facility any person providing services under this Contract without incurring penalty or cost for exercising this right. The Contractor shall be responsible for assuring that the services that the person so removed or denied access are delivered.
- 9.8. Change of Ownership: In the event that the Contractor should change ownership for any reason whatsoever, the NH Veterans Home shall have the option of continuing under the Contract with the Contractor or its successors or assigns for the full remaining term of the Contract, continuing under the Contract with the Contractor or, its successors or, assigns for such period of time as determined necessary by the NH Veterans Home, or terminating the Contract.
- 9.9. Contractor Designated Liaison: The Contractor shall designate a representative to act as a liaison between the Contractor and the Home for the duration of the Contract and any renewals thereof. The Contractor shall, within five (5) days after the award of the Contract, submit a written identification and notification to the NH Veterans Home of the name, title, address, telephone & fax number, of its organization as a duly authorized representative to whom all correspondence, official notices and requests related to the Contractor's performance under the Contract.
- 9.9.1. Any written notice to the Contractor shall be deemed sufficient when deposited in the U.S. mail, postage prepaid and addressed to the person designated by the Contractor under this paragraph.
- 9.9.2. The Contractor shall have the right to change or substitute the name of the individual described above as deemed necessary provided that any such change is not effective until the Commandant of the NH Veterans Home actually receives notice of this change.
- 9.9.3. Changes of the named Liaison by the Contractor must be made in writing and forwarded to: NH Veterans Home, Director of Administrative Services, or designee, 139 Winter St, Tilton, NH 03276.
- 9.10. Contractor Liaison's Responsibilities:
- 9.10.1. Representing the Contractor on all matters pertaining to the Contract and any renewals thereof. Such representative shall be authorized and empowered to

- represent the Contractor regarding all aspects of the Contract and any renewals thereof;
- 9.10.2. Monitoring the Contractor's compliance with the terms of the Contract and any renewals thereof;
- 9.10.3. Receiving and responding to all inquiries and requests made by NH Veterans Home in the time frames and format specified by NH Veterans Home in this RFP and in the Contract and any renewals thereof; and
- 9.10.4. Meeting with representatives of NH Veterans Home on a periodic or as-needed basis to resolve issues which may arise.
- 9.11. NH Veterans Home Contract Liaison Responsibilities: The NH Veterans Home Director of Administrative Services, or designee, shall act as liaison between the Contractor and NH Veterans Home for the duration of the Contract and any renewals thereof. NH Veterans Home reserves the right to change its representative, at its sole discretion, during the term of the Contract, and shall provide the Contractor with written notice of such change. Responsibilities of the NH Veterans Home representative are:
- 9.11.1. Representing the NH Veterans Home on all matters pertaining to the Contract. The representative shall be authorized and empowered to represent the NH Veterans Home regarding all aspects of the Contract, subject to the approval of the Governor and Executive Council of the State of New Hampshire, where needed;
- 9.11.2. Monitoring compliance with the terms of the Contract;
- 9.11.3. Responding to all inquiries and requests related to the Contract made by the Contractor, under the terms and within the time frames specified by the Contract;
- 9.11.4. Meeting with the Contractor's representative on a periodic or as-needed basis and resolving issues which arise; and
- 9.11.5. Informing the Contractor of any discretionary action taken by NH Veterans Home pursuant to the provisions of the Contract.
- 9.12. Reporting Requirements: The NH Veterans Home shall, at its sole discretion:
- 9.12.1. Request the Contractor to provide proof of any and all permits, licenses/certifications to perform Temporary Nursing services as required by authorities having local, state and/or federal jurisdiction at any time during the life of the Contract and any renewals thereof;
- 9.12.2. Request the Contractor to provide any and all reports on an as needed basis according to a schedule and format to be determined by the NH Veterans Home; and
- 9.12.3. Reports and/or information requests shall be forwarded to NH Veterans Home, Director of Administrative Services, or designee, 139 Winter St, Tilton, NH.
- 9.13. Performance Evaluation: NH Veterans Home shall, at its sole discretion:
- 9.13.1. Monitor and evaluate the Contractor's compliance with the terms of the Contract and any renewals thereof; this shall include review of the required qualifications of Temporary Nursing staff provided by the Contractor and compliance with the three (3) day business notice for planned staff requests and the one (1) day business notice for unplanned staff requests;
- 9.13.2. The Director of Resident Care Services and the Director of Administrative Services of the NH Veterans Home may meet with the Contractor at a minimum of four (4) times a year to assess the performance of the Contractor relative to the Contractor's compliance with the Contract;
- 9.13.3. Request additional reports and/or reviews the NH Veterans Home deems necessary for the purposes of monitoring and evaluating the performance of the Contractor under the Contract;
- 9.13.4. Inform the Contractor of any dissatisfaction with the Contractor's performance and include requirements for corrective action;
- 9.13.5. Terminate the Contract, if NH Veterans Home determines that the Contractor is:
- 9.13.5.1. Not in compliance with the terms of the Contract;

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- 9.13.5.2. Has lost or has been notified of intention to lose their accreditation and/or licensure;
- 9.13.5.3. Has lost or has been notified of intention to lose their Federal certification and/or licensure; and
- 9.13.5.4. Terminate the Contract as otherwise permitted by law.

10. Other Contract Provisions:

- 10.1. Modifications to the Contract: In the event of any dissatisfaction with the Contractor's performance, the NH Veterans Home will inform the Contractor of any dissatisfaction and will include requirements for corrective action.
 - 10.1.1. The NH Veterans Home has the right to terminate the Contract, and any renewal Contracts thereof, if the NH Veterans Home determines that the Contractor is:
 - a.) Not in compliance with the terms of the Contract; or
 - b.) As otherwise permitted by law or as stipulated within this Contract.
- 10.2. Coordination of Efforts: The Contractor shall fully coordinate his or her activities in the performance of the Contract with those of the NH Veterans Home. As the work of the Contractor progresses, the Contractor shall make advice and information on matters covered by the Contract available to NH Veterans Home as requested by NH Veterans Home throughout the effective period of the Contract and any renewals thereof.

11. Bankruptcy or Insolvency Proceeding Notification:

- 11.1. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Contractor shall notify the NH Veterans Home immediately.
- 11.2. Upon learning of the actions herein identified, the NH Veterans Home reserves the right at its sole discretion to either cancel the Contract in whole or in part, or, re-affirm the Contract in whole or in part.

12. Embodiment of the Contract:

- 12.1. The Contract between the NH Veterans Home and the Contractor shall consist of:
 - 12.1.1. Request for Proposal (RFP) and any amendments thereto;
 - 12.1.2. Proposal submitted by the Vendor in response to the RFP; and/or

- 12.1.3. Negotiated document (Contract) agreed to by and between the parties that is ratified by a "meeting of the minds," after careful consideration of all of the terms and conditions, and that is approved by the Governor and Executive Council of the State of New Hampshire.
- 12.2. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the negotiated document noted in 12.1.3. shall govern.
- 12.3. The NH Veterans Home reserves the right to clarify any contractual relationship in writing with the concurrence of the Contractor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the Vendor's Proposal and/or the result of a Contract.

13. Cancellation of Contract:

- 13.1. The NH Veterans Home may cancel the Contract at any time for breach of contractual obligations by providing the Contractor with a written notice of such cancellation.
- 13.2. Should the NH Veterans Home exercise its right to cancel the Contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the Contractor.
- 13.3. The NH Veterans Home reserves the right to terminate the Contract without penalty or recourse by giving the Contractor written notice of such termination at least sixty (60) days prior to the effective termination date.
- 13.4. The NH Veterans Home reserves the right to cancel this Contract for the convenience of the State with no penalties by giving the Contractor sixty (60) days notice of said cancellation.

14. Contractor Transition:

NH Veterans Home, at its discretion, for any Contract resulting from this RFP, may require the Contractor to work cooperatively with any predecessor and/or successor Vendor to assure the orderly and uninterrupted transition from one Vendor to another.

15. Audit Requirement:

Contractor agrees to comply with any recommendations arising from periodic audits on the performance of this contract, providing they do not require any unreasonable hardship, which would normally affect the value of the Contract.

16. Additional Items/Locations:

Upon agreement of both party's, additional equipment and/or other facilities belonging to the NH Veterans Home may be added to the Contract. In the same respect, equipment and/or facilities listed as part of the provision of services of the Contract may be deleted as well.

17. Information:

- 17.1. In performing its obligations under the Contract, the Contractor may gain access to information of nursing home residents, including confidential information. The Contractor shall not use information developed or obtained during the performance of, or acquired or developed by reason of the Contract, except as is directly connected to and necessary for the Contractor's performance under the Contract.
- 17.2. The Contractor agrees to maintain the confidentiality of and to protect from unauthorized use, disclosure, publication, reproduction any and all information of the resident that becomes available to the Contractor in connection with its performance under the Contract.
- 17.3. In the event of unauthorized use or disclosure of the resident's information, the Contractor shall immediately notify the NH Veterans Home.
- 17.4. All material developed or acquired by the Contractor, due to work performed under the Contract, shall become the property of the State of New Hampshire. No material or reports

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prepared by the Contractor shall be released to the public without the prior written consent of NH Veterans Home.

- 17.5. All financial, statistical, personnel and/or technical data supplied by NH Veterans Home to the Contractor are confidential. The Contractor is required to use reasonable care to protect the confidentiality of such data. Any use, sale or offering of this data in any form by the Contractor, or any individual or entity in the Contractor's charge or employ, will be considered a violation of the Contract and any renewals thereof and may be cause for Contract termination. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

18. Public Records:

NH RSA 91-A guarantees access to public records. As such, all responses to a competitive solicitation are public records unless exempt by law. Any information submitted as part of a bid in response to this Request for Proposal or Request for Bid (RFB) or Request for Information (RFI) may be subject to public disclosure under RSA 91-A, <http://www.gencourt.state.nh.us/rsa/html/VI/91-A/91-A-mrg.htm>. In addition, in accordance with RSA 9-F:1, <http://www.gencourt.state.nh.us/rsa/html/I/9-F/9-F-1.htm>, any contract entered into as a result of this RFP (RFB or RFI) will be made accessible to the public online via the website: Transparent NH <http://www.nh.gov/transparentnh/>. Accordingly, business financial information and proprietary information such as trade secrets, business and financial models and forecasts, and proprietary formulas may be exempt from public disclosure under, RSA 91-A:5, IV, <http://www.gencourt.state.nh.us/rsa/html/VI/91-A/91-A-5.htm>. If a Bidder believes that any information submitted in response to a Request for Proposal, Bid or Information, should be kept confidential as financial or proprietary information, the Bidder must specifically identify that information in a letter to the State Agency. Failure to comply with this section may be grounds for the complete disclosure of all submitted material not in compliance with this section.

19. Special Notes:

- 19.1. The headings and footings of the sections of this document are for convenience only and shall not affect the interpretation of any section.
- 19.2. The NH Veterans Home reserves the right to require use of a third party administrator during the life of the Contract and any renewals thereof.
- 19.3. Intentionally left blank. Not applicable.
- 19.4. Intentionally left blank. Not applicable.
- 19.5. Notwithstanding the foregoing, or any provision of this Agreement to the contrary, in no event shall changes to facilities be allowed that modify the "Completion Date" or "Price Limitation" of the Agreement.
- 19.6. The NH Veterans Home shall not be held liable for finders, placement, advertising fees or any related hiring fees incurred by the Contractor.
- 19.7. The NH Veterans Home shall not be held liable for relocation expenses to include lodging, temporary housing or mileage fees as a condition of employment of the Contractor's staffing personnel for the duration or term of the Contract and any renewals thereof.
- 19.8. The NH Veterans Home shall not agree to liquidated damage provisions on behalf of the Contractor and/or employees represented by the Contractor. If the Contractor requires the NH Veterans Home staff signature validation of the Contractor's employees work schedule and/or time sheet, the Contractor shall recognize:
- 19.8.1. NH Veterans Home staff does not have contracting and payment authority.

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**EXHIBIT B
Budget & Method of Payment**

1. Budget (Budget Sheet), Licensed Nursing Assistants (LNA):

- 1.1 Not Applicable.
- 1.2 Licensed Nursing Assistant Fee Schedule:

Licensed Nursing Assistant (LNA) Fee Schedule				
		A	B	C = (A*B)
Service Schedule	Hours of Work/Shift	Estimated Volume/ Hours	LNA Hourly Rate	Extended Cost
Weekdays	6:45AM – 3:15PM (Day)	14,952	\$ 27.00	\$ 403,704.00
Weekdays	3:00PM – 11:30PM (Evening)	14,952	\$ 28.00	\$ 418,656.00
Weekdays	11:00PM – 7:00AM (Night)	14,952	\$ 29.00	\$ 433,608.00
Weekends	6:45AM – 3:15PM (Day)	3,744	\$ 28.00	\$ 104,832.00
Weekends	3:00PM – 11:30PM (Evening)	3,744	\$ 29.00	\$ 108,576.00
Weekends	11:00PM – 7:00AM (Night)	3,744	\$ 30.00	\$ 112,320.00
Holiday	6:45AM – 3:15PM (Day)	24	\$ 35.10	\$ 842.40
Holiday	3:00PM – 11:30PM (Evening)	24	\$ 36.40	\$ 873.60
Holiday	11:00PM – 7:00AM (Night)	24	\$ 37.70	\$ 904.80
Three Year Budget for Temporary LNA Services (subtotal column C)				\$ 1,584,316.80

Actual hours to be used over the entire 3 year contract will vary, up to and will not exceed the maximum total service utilization hours listed above. This will provide approximate service equivalency of up to 3 full time LNA for each shift.

2. Budget (Budget Sheet), Registered Nurses (RN):

2.1. Not applicable.

2.2. Registered Nursing Fee Schedule:

Registered Nursing (RN) Fee Schedule				
		A	B	C = (A*B)
Service Schedule	Hours of Work/Shift	Estimated Volume/ Hours	RN Hourly Rate	Extended Cost
Weekdays	6:45AM – 3:15PM (Day)	9,968	\$ 53.00	\$ 528,304.00
Weekdays	3:00PM – 11:30PM (Evening)	9,968	\$ 54.00	\$ 538,272.00
Weekdays	11:00PM – 7:00AM (Night)	9,968	\$ 55.00	\$ 548,240.00
Weekends	6:45AM – 3:15PM (Day)	2,496	\$ 54.00	\$ 134,784.00
Weekends	3:00PM – 11:30PM (Evening)	2,496	\$ 55.00	\$ 137,280.00
Weekends	11:00PM – 7:00AM (Night)	2,496	\$ 56.00	\$ 139,776.00
Holiday	6:45AM – 3:15PM (Day)	16	\$ 68.90	\$ 1,102.40
Holiday	3:00PM – 11:30PM (Evening)	16	\$ 70.20	\$ 1,123.20
Holiday	11:00PM – 7:00AM (Night)	16	\$ 71.50	\$ 1,144.00
Three Year Budget for Temporary RN Services (subtotal column C)				\$ 2,030,025.60

Actual hours to be used over the entire 3 year contract will vary, up to and will not exceed the maximum total service utilization hours listed above. This will provide approximate service equivalency of up to 2 full time nurses for each shift.

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3. Budget (Budget Sheet), Licensed Practical Nurses (LPN):

3.1. Not applicable.

3.2. Licensed Practical Nursing Fee Schedule:

Licensed Practical Nursing (LPN) Fee Schedule				
		A	B	C = (A*B)
Service Schedule	Hours of Work/Shift	Estimated Volume/ Hours	LPN Hourly Rate	Extended Cost
Weekdays	6:45AM – 3:15PM (Day)	4,984	\$ 45.00	\$ 224,280.00
Weekdays	3:00PM – 11:30PM (Evening)	9,968	\$ 46.00	\$ 458,528.00
Weekdays	11:00PM – 7:00AM (Night)	9,968	\$ 47.00	\$ 468,496.00
Weekends	6:45AM – 3:15PM (Day)	1,248	\$ 46.00	\$ 57,408.00
Weekends	3:00PM – 11:30PM (Evening)	2,496	\$ 47.00	\$ 117,312.00
Weekends	11:00PM – 7:00AM (Night)	2,496	\$ 48.00	\$ 119,808.00
Holiday	6:45AM – 3:15PM (Day)	8	\$ 58.50	\$ 468.00
Holiday	3:00PM – 11:30PM (Evening)	16	\$ 59.80	\$ 956.80
Holiday	11:00PM – 7:00AM (Night)	16	\$ 61.10	\$ 977.60
Three Year Budget for Temporary LPN Services (subtotal column C)				\$ 1,448,234.40

Actual hours to be used over the entire 3 year contract will vary, up to and will not exceed the maximum total service utilization hours listed above. This will provide approximate service equivalency of up to 2 full time nurses for each shift.

4. Method of Payment:

- 4.1. Services are to be invoiced monthly commencing thirty (30) days after the start of service. Due dates for monthly invoices will be the 15th of the month following the month in which services are provided.
- 4.2. Original invoices shall be sent to the NH Veterans Home, Attn: Director of Resident Care Services, 139 Winter St, Tilton, NH 03276 for approval.
- 4.3. Once approved, the original invoices shall be forwarded to the Department's Business Office for processing.
- 4.4. The NH Veterans Home may make adjustments to the payment amount identified on a Contractor's monthly invoice. The NH Veterans Home shall suspend payment to an invoice if an invoice is not in accordance with the instructions established by the NH Veterans Home and Contract Terms and Conditions and Estimated Budget/Method of Payment, Exhibit B.
- 4.5. The NH Veterans Home may issue payment to the Contractor within thirty (30) days of receipt of an approved invoice. Invoices shall be itemized and contain the following information:
 - 4.5.1. Invoice date and number;
 - 4.5.2. Facility name and associated Contractor account number (if applicable) representing facility name;
 - 4.5.3. Quantity and number of hours per Temporary Nursing Professional and shift assignment for services rendered;
 - 4.5.4. Itemized service/product total charge per service/product type; and
 - 4.5.5. Attach itemized detailed time sheet for each Temporary Nursing Professional to monthly Contractor invoice.
- 4.6. Contractor errors resulting in service and/or product charge shall be at the expense of the Contractor to include:
 - 4.6.1. Assignment of incorrect service type of Temporary Nursing Professional;
 - 4.6.2. Any related travel expenses for the Contractor's Temporary Nursing Professional to the facilities.
- 4.7. Payment shall be made to the name and address identified in the Contract as the "Contractor" unless: (a) the Contractor has authorized a different name and mailing address in writing or; (b) authorized a different name and mailing address in an official State of New Hampshire Contractor Registration Application Form; or (c) unless a court of law specifies otherwise. The Contractor shall not invoice federal tax. The State's tax-exempt certificate number is 026000618W.
- 4.8.
Weekday billing period for the Day shift shall begin at 6:45AM and end at 3:15PM (Monday – Friday); weekday billing period for the Evening shift shall begin at 3PM and end at 11:30PM (Monday – Friday); weekday billing period for the Night shift shall begin at 11PM (Monday – Thursday and Sunday) and end at 7AM (Tuesday – Friday and Monday), respectfully. For billing purposes only, the billing period for weekday Day and Evening shifts shall not include the one half hour (1/2) unpaid meal break; for weekday Night Shifts the billing period shall include the one half hour (1/2) paid meal break.
- 4.9.
Weekend billing period for the Day shift shall begin at 6:45AM and end at 3:15PM (Saturday and Sunday); weekend billing period for the Evening shift shall begin at 3PM and end at 11:30PM (Saturday and Sunday) and weekend Night shifts shall begin at 11PM on Friday and Saturday and end at 7AM on Saturday and Sunday, respectfully. For billing purposes only, the billing period shall not include the one half hour (1/2) unpaid meal break for Day Shift and Evening Shift. The billing period shall include the one half hour (1/2) paid meal break for the Night Shift.
- 4.10.
Weekday, Weekend and Holiday billing shall not be applied unless an assigned Temporary Nursing Professional actually works on the prospective Day (6:45AM – 3:15PM), Evening

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(3:00PM – 11:30PM) and Night (11:00PM – 7AM) shift and the billing period shall not include the one half hour (1/2) hour unpaid meal break for Day and Evening Shifts but will include the paid meal break for Night Shift only.

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4.11. Holiday Day billing period shall begin at 6:45AM and end at 3:15PM; Holiday Evening billing shall begin at 3PM and end at 11:30PM; Holiday Night shift billing period shall begin at 11:00PM of the Holiday and end at 7AM of the calendar Holiday date and shall not be combined with a Weekday Evening, Night or Weekend Day, Evening or Night rate.

4.12. For contracting purposes, the State's Fiscal Calendar Year starts on July 1st and ends on June 30th of the following year. For budgeting purposes, year one (1) of the Contract shall end on June 30, 2019.

5. Appropriation of Funding

5.1. The Contractor shall agree that the funds expended for the purposes of the Contract must be appropriated by the General Court of the State of New Hampshire for each State fiscal year included within the Contract period. Therefore, the Contract shall automatically terminate without penalty or termination costs if such funds are not fully appropriated.

5.1.1. In the event that funds are not fully appropriated for the Contract, the Contractor shall not prohibit or otherwise limit NH Veterans Home the right to pursue and contract for alternate solutions and remedies as deemed necessary for the conduct of State government affairs.

5.1.2. The requirements stated in this paragraph shall apply to any amendments, thereof, or the execution of any option to extend the Contract.

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EXHIBIT C
Special Provisions

1. Special Provisions:

- 1.1. There are no additional provisions set forth in this Exhibit, Special Provisions, to be incorporated as part of this Contract.

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STANDARD EXHIBIT D

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy of Individually Identifiable Health Information, 45 CFR Parts 160 and 164. As defined herein, "Business Associate" shall mean the Contractor and sub contractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the New Hampshire Veterans Home.

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

- a. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- b. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- c. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- d. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.
- "HITECH ACT" means the Health Information Technology for Economic and Clinical Health. Regulations announced in Federal Register August 24, 2009 in effect as of September 23, 2009.
- e. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- f. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- g. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- h. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- i. "Secretary" shall mean the Secretary of the New Hampshire Veterans Home or his/her designee.
- j. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time.

(2) Use and Disclosure of Protected Health Information.

a. Business Associate shall not use or disclose PHI except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use or disclose PHI in any manner that would constitute a violation of the Privacy Rule if so used by Covered Entity.

b. Business Associate may use or disclose PHI:

- (i) for the proper management and administration of the Business Associate;
- (ii) as required by law, pursuant to the terms set forth in paragraph d. below; or
- (iii) for data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to immediately notify Business Associate of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying covered entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions on the uses or disclosures of PHI pursuant to the Privacy Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions.

(3) Obligations and Activities of Business Associate.

a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, of which it becomes aware, within two (2) business days of becoming aware of such unauthorized use or disclosure.

b. Business Associate shall use appropriate safeguards to prevent the use or disclosure of PHI other than as permitted by the Agreement.

c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy Rule and HITECH ACT and the Security Rule.

d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and

conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)k. herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this agreement for the purpose of use and disclosure of protected health information.

e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a designated record set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy Rule or HITECH ACT and the Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity; all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so

long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to standard provision #10 of this agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit D. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy Rule and Security Rule, as amended from time to time. A reference in the Agreement, as amended to include this Exhibit D, to a Section in the Privacy Rule and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy Rule, HITECH ACT, the Security Rule and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, HITECH ACT and the Privacy Rule and Security Rule.
- e. Segregation. If any term or condition of this Exhibit D or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions

which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit D are declared severable.

f. Survival. Provisions in this Exhibit D regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k., the defense and indemnification provisions of section 3 d. and standard contract provision #13, shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit D.

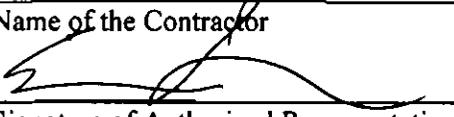
NH Veterans Home
The State

Signature of Authorized Representative

Armand Plourde
Name of Authorized Representative

Director of Administrative Services
Title of Authorized Representative

12/11/18
Date

Maxim Healthcare Services
Name of the Contractor

Signature of Authorized Representative

Eric Lynch
Name of Authorized Representative

Assistant Controller
Title of Authorized Representative

12/19/18
Date



7227 Lee Deforest Drive
Columbia, MD 21046
Tel: 410-910-1500
Fax: 410-910-1515

Signatory Authority

The undersigned, as an officer of Maxim Healthcare Services, Inc., ("Maxim") and as authorized by the Board of Directors of Maxim, hereby authorizes Eric Lynch, Assistant Controller for Maxim to sign the New Hampshire Veterans Home Agreement, effective as of the date of the final official signature required to approve the Agreement.

DATE: December 19, 2018

A handwritten signature in black ink, appearing to read "TJL", is written over a horizontal line.

Toni-Jean Lisa
Senior Vice President, General
Counsel, and Secretary

STATE OF MARYLAND
COUNTY OF HOWARD

On December 19, 2018, before the undersigned officer, personally appeared Toni-Jean Lisa and acknowledged that she executed this document in the capacity indicated in this document.

A handwritten signature in black ink, appearing to read "Paige Natasha Stevenson", is written over a horizontal line.

Paige Natasha Stevenson, Notary

My commission expires May 20, 2022.

State of New Hampshire

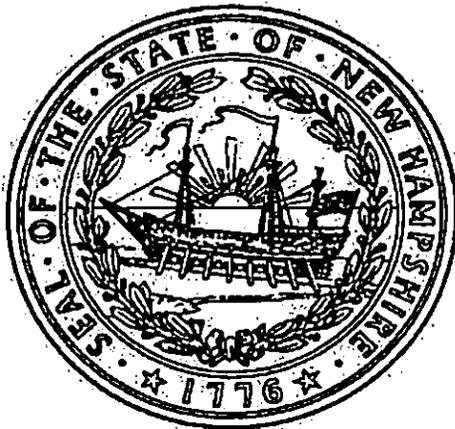
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that MAXIM HEALTHCARE SERVICES, INC. is a Maryland Profit Corporation registered to do business in New Hampshire as MHS HEALTHCARE SERVICES on August 25, 1997. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 277291

Certificate Number: 0004223308



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 17th day of December A.D. 2018.

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

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/20/2018

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 Altus Partners, Inc 919 Conestoga Road Building 3, Suite 311 Rosemont PA 19010	CONTACT NAME: Krista Dean PHONE (A/C, No, Ext): (610) 526-9130 E-MAIL ADDRESS: kdean@altuspartners.com		FAX (A/C, No): (610) 526-2021
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Maxim Healthcare Services, Inc. 7227 Lee DeForest Drive Columbia MD 21046	INSURER A: Lloyds of London		2623/623
	INSURER B: ACE American Ins. Co.		22667
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES **CERTIFICATE NUMBER:** Healthcare Std + XS **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	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			PH1807054	11/30/2018	11/30/2019	EACH OCCURRENCE \$ 3,000,000
	<input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input checked="" type="checkbox"/> \$3,000,000 SIR						MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 3,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$ 3,000,000
							Exclusion \$
B	AUTOMOBILE LIABILITY			B25274799 (Owned Auto)	11/30/2018	11/30/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO			B25274830			BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			PH1807054	11/30/2018	11/30/2019	EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 10,000,000
	DED. RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			C65439037	11/30/2018	11/30/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A	C65439074 (CA, MA)			E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below			C65438951 (WI)			E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
				C65438999 (OR, WA)			E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability			PH1807054 (\$4M SIR)	11/30/2018	11/30/2019	\$4,000,000 per claim / Agg

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate is issued as evidence of insurance per policy terms, conditions and exclusions. Agent/Broker will endeavor to mail 30 days written notice to the certificate holder should any of the above described policies be cancelled before the expiration date.

CERTIFICATE HOLDER**CANCELLATION**

New Hampshire Veterans Home 139 Winter Street Tilton, NH 03276	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 Krista Dean/KMD 

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