

17 mac.



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

Jeffrey A. Meyers  
Commissioner

Lori A. Shibinette  
Chief Executive Officer

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

October 30, 2017

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, New Hampshire Hospital and Glenclyff Homes, to exercise renewal options and amend existing agreements with the vendors listed below for the provision of temporary nurse staffing services by increasing the shared price limitation by \$1,540,000 from \$5,970,000 to an amount not to exceed \$7,510,000, and to extend the completion date for MAS Medical Staffing Corporation, Innovent Global Inc., and Circharo Acquisition, LLC from June 30, 2018 to June 30, 2019 with no change to the completion date for Howroyd-Wright Employment Agency, Inc. dba All's Well and InSync Consulting Services, LLC of June 30, 2019, effective upon Governor and Executive Council approval. Payments to the vendors will be made unencumbered as the price limitation is shared among all contracts and no minimum or maximum service volume is guaranteed.

These agreements were originally approved by Governor and Council on June 1, 2016 (Item #14), November 18, 2016 (Item #19), December 21, 2016 (Item #23), and August 23, 2017, (Item #17), and were amended on June 21, 2017 (Item #33). Glenclyff Home: 80% Other (Agency) and 20% General; New Hampshire Hospital: 34% General Funds, 46% Other Funds (Provider Fees) and 20% Federal Funds.

Agency Name	Vendor ID	Address
Howroyd-Wright Employment Agency, Inc. dba All's Well	759978	327 W Broadway Glendale, CA 91204
InSync Consulting Services, LLC	TBD	110 Main Street Roseville, California 95678
MAS Medical Staffing Corporation	241977	156 Harvey Road Londonderry NH, 03053
Innovent Global Inc.	274676	1818 S. Australian Avenue, Suite 230 West Palm Beach Florida, 33409
Circharo Acquisition, LLC	158850	2 Keewaydin Drive Salem, NH 03079

Funds are available in the following account(s) for SFY 2018 and SFY 2019, with authority to adjust encumbrances between State Fiscal Years through the Budget Office without further approval from Governor and Executive Council, if needed and justified.

**05-95-94-940010-87500000 HEALTH AND SOCIAL SERVICES, DEPARTMENT OF HEALTH AND HUMAN SERVICES, HHS: NEW HAMPSHIRE HOSPITAL, NEW HAMPSHIRE HOSPITAL, ACUTE PSYCHIATRIC SERVICES**

SFY	Class / Account	Class Title	Total Amount	Increase /Decrease	Revised Amount
2016	102-500731	Contracts for Program Srvs	\$500,000	\$0	\$500,000
2017	102-500731	Contracts for Program Srvs	\$4,000,000	\$0	\$4,000,000
2018	102-500731	Contracts for Program Srvs	\$1,200,000	\$0	\$1,200,000
2019	102-500731	Contracts for Program Srvs	\$0	\$1,000,000	\$1,000,000
		<b>Subtotal</b>	<b>\$5,700,000</b>	<b>\$1,000,000</b>	<b>\$6,700,000</b>

**05-095-91-910010-5710 HEALTH AND SOCIAL SERVICES, DEPARTMENT OF HEALTH AND HUMAN SERVICES, HHS: GLENCLIFF HOME, GLENCLIFF PROFESSIONAL, MEDICAL PROVIDERS**

SFY	Class / Account	Class Title	Total Amount	Increase/ Decrease	Revised Amount
2017	101-500729	Medical Payments to Providers	\$90,000	\$0	\$90,000
2018	101-500729	Medical Payments to Providers	\$90,000	\$270,000	\$360,000
2019	101-500729	Medical Payments to Providers	\$90,000	\$270,000	\$360,000
		<b>Subtotal</b>	<b>\$270,000</b>	<b>\$540,000</b>	<b>\$810,000</b>
		<b>Total</b>	<b>\$5,970,000</b>	<b>\$1,540,000</b>	<b>\$7,510,000</b>

**EXPLANATION**

The purpose of this request is to ensure continued temporary contracted nursing staff is available to New Hampshire Hospital and Glenclyff Home by increasing the shared price limitation by \$1,540,000 from \$5,970,000 to \$7,510,000 for all vendors and by exercising a renewal option for MAS Medical Staffing Corporation, Innovent Global Inc., and Circharo Acquisition, LLC by extending completion dates from June 30, 2018 to June 30, 2019. The price limitation is shared among all contractors and no minimum or maximum service volume is guaranteed. Glenclyff Home and New Hampshire Hospital continue to experience difficulty filling and retaining nursing positions in the current labor market as can be seen by the current vacancy rates in nursing positions in Table 1 and Table 2.

**Table 1. Glenclyff Home Nurse Positions**

Position Classification	Labor Grade	Authorized Number of Positions	Number of Vacant Positions			
			Sept 2017	May 2017	July 2016	July 2015
Nursing Director	34	1	1	0	0	0
Registered Nurse I-III	19-23	18	6	6	3	2
Licensed Practical Nurse I-II	21	8	3	3	2	0
Nursing Coordinator (Shift)	27	3	1	1	2	0
Nurse Coordinator (Training)	27	1	0	0	0	0
Total		31	11	10	7	2
Vacancy Rate			35.5%	32.3%	22.6%	7.5%

**Table 2. New Hampshire Hospital Nurse Positions**

Position Classification	Labor Grade	Authorized Number of Positions	Number of Vacant Positions			
			Sept 2017	May 2017	Nov 2016	Nov 2015
Nursing Director	34	1	1	1	0	0
Asst. Nursing Director	29	2	0	0	0	0
Registered Nurse I	19	13	3	4	4	2
Registered Nurse II	21	16	5	4	6	12
Registered Nurse III	23	50	1	1	4	13
Nurse Specialist	25	17	3	4	6	7
Nursing Coordinator	27	13	1	2	2	1
Nurse Practitioner	28	3	0	1	0	0
Licensed Practical Nurse	18	2	0	0	0	0
Total		117	14	17	22	35
Vacancy Rate			12%	15%	19%	29.9%

Glenclyff Home and New Hampshire Hospital use professional staffing services through these contracts in order to locate and retain qualified Temporary Staff. The local and State unemployment rates have remained low. Consequently, Glenclyff Home and New Hampshire Hospital are pursuing “passive” candidates who are not actively seeking employment for vacant positions. State-employed nursing staff are increasingly eligible for retirement, which

adds to the vacancy rate concerns. In the last year, Glenclyff Home had five (5) nurses retire and will have another four (4) nurses (22% of its nursing staff) eligible for retirement in the next three (3) years. New Hampshire Hospital also has at least six (6) nurses who are approaching retirement age. In 2017, one Registered Nurse at New Hampshire Hospital covering the overnight shift retired and another has announced a plan to retire in December, 2017.

Many factors contribute to Glenclyff Home and New Hampshire Hospital's inability to effectively compete in the nursing labor market, including the fact that salaries are not competitive with area employers. Both facilities offer compensation that is significantly low for Registered Nurses, especially nurses with experience (12-15% below State average). While Glenclyff Home appears comparable in compensation for licensed practical nurses (LPNs), LPNs are becoming scarce as most nursing educational institutions no longer offer LPN programs.

According to statistics provided in November 2016, the Economic and Labor Market Information Bureau is projecting the growth rate of job openings to be nineteen percent (19%) for registered nurses and twenty-four percent (24%) for licensed practical nurses. If the projections are realized, the demand for nurses will create even more competition between healthcare providers, including the twenty-two (22) other nursing homes that Medicare's Nursing Home Compare website lists within the vicinity of Glenclyff Home and New Hampshire Hospital. Also competing for nursing staff in the Glenclyff area are three (3) hospitals, including Dartmouth-Hitchcock Medical Center, a well-known teaching facility. New Hampshire has an even greater level of competition from southern New Hampshire hospitals whose nurse salaries are competitive with hospitals in Massachusetts.

Also complicating nurse staffing recruitment is the apparent reluctance of nursing staff candidates to seek employment at Glenclyff Home and New Hampshire Hospital, which deliver services within an industry often stigmatized by mental health stereotypes, prejudice, and discrimination. Many nurses are hesitant to apply for employment due to the perceived difficulty of working with individuals with mental health behaviors. Recent negative publicity about assaults and injuries to staff at NHH has had a negative effect in recruitment as well.

Glenclyff Home and New Hampshire Hospital will continue recruitment efforts, which include local, state, and nationwide advertising in newspapers, trade journals, and websites. Additionally, Glenclyff Home will continue to serve as a Plymouth State University nursing clinical site, as well as attempt to develop an LPN program in-house.

Currently, New Hampshire Hospital serves as a clinical site for eight (8) schools of nursing and recruits for new nurses through a supportive nurse residency program. Additionally, salary enhancements, as supported by the Governor and the Legislature, will assist with recruitment and retention of nursing staff.

Seven (7) Temporary Nurse Staffing Agencies were emailed on May 5, 2016 to solicit their interest in providing temporary nurse staffing for New Hampshire Hospital. On June 1, 2016 (Item #14), the Governor and Executive Council approved the Department's initial request to establish a list of Temporary Nurse Staffing Agencies with the ability to expand the list as other agencies become known. The Department contracted with three (3) agencies (MAS Medical Staffing Corporation, Innovent Global Inc., and Circharo Acquisition, LLC) over the following six (6) months so that adequate nursing staff would be available to provide

services at the Department's 24-hour, 7 days-a-week institutions. In an additional action, each agency was also solicited to provide services for Glenclyff Home. Two additional vendors (Howroyd-Wright Employment Agency, Inc. dba All's Well and InSync Consulting Services, LLC) were obtained through applications submitted and accepted by the Department through a Request for Application for Glenclyff which was posted on April 3, 2017 and is open until sufficient agencies are located.

As referenced in Exhibit C-1 of the agreements, the Department has the option to extend services for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

For the three (3) contracts that were originally established with New Hampshire Hospital and then extended to include Glenclyff Homes (MAS Medical Staffing Corporation, Innovent Global Inc., and Circharo Acquisition, LLC), the Department is requesting to extend services for the last available year.

The Department recognizes the shortage of nurses may lead to more vacancies, as nurses continue to take positions at other facilities because of the hours, compensation, and personal safety considerations. Glenclyff Home is a long-term care facility of last resort for residents. The facility only accepts applicants who have been rejected by at least two (2) other nursing facilities. New Hampshire Hospital cares for individuals who have been deemed to be too dangerous to manage in other settings. Without sufficient nursing staff, access to acute and long-term care by individuals with mental health needs is at risk. For these reasons, approval of temporary nurse staffing agency contracts to support nurse staffing services is critical.

Should the Governor and Executive Council not approve this request, the Department will be at risk of not being able to adequately staff its New Hampshire Hospital and Glenclyff Home facilities. Lack of staffing may result in being forced to reduce the number of beds available to clients based on available staffing ratios. Reducing the number of beds available to clients could potentially increase the rate of recidivism and increase the number of state residents on each facility's waitlist.

Area served: Glenclyff Home and New Hampshire Hospital facilities

Source of funds: Glenclyff Home: 80% Other (Agency) and 20% General; New Hampshire Hospital: 34% General Funds, 46% Other Funds (Provider Fees) and 20% Federal Funds made available under the Social Security Act, Section 1923, Payment for Inpatient Hospital Services Furnished by Disproportionate Share Hospitals

In the event that the Federal Funds and Other (Agency) Funds become no longer available, additional General Funds will not be requested to support this program.

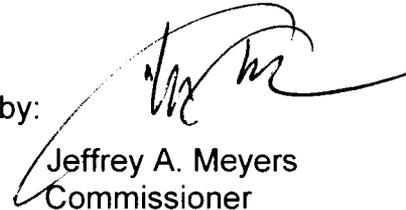
Respectfully submitted,



Lori A. Shibinette

Chief Executive Officer

Approved by:



Jeffrey A. Meyers  
Commissioner



**New Hampshire Department of Health and Human Services  
Temporary Nurse Staffing Services (RFA-2018-Glencliff-01-TEMPO-01)**

**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the  
Temporary Nurse Staffing Services Contract**

This 1<sup>st</sup> Amendment to the Temporary Nurse Staffing Services Contract dated this fifteenth (15<sup>th</sup>) day of September, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State") and Howroyd-Wright Employment Agency, Inc. dba All's Well, (hereinafter referred to as "the Contractor"), a corporation with a place of business at 327 W Broadway, Glendale, CA 91204.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 23, 2017 (Item #17), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract by written agreement of the parties;

WHEREAS, the parties agree to increase the price limitation;

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

1. Amend Form P-37, Block 1.8, to increase Price Limitation by \$540,000 from \$180,000 to read: \$720,000
2. Amend Form P-37, Block 1.9, to read E. Maria Reinemann, Director.
3. Amend Form P-37, Block 1.10 to read 603-271-9330.
4. Amend Exhibit B, Section 1, Provisions Applicable to All Services, Subsection 1.2 to read:
  - 1.2 The State shall pay the Contractors among all agreements an amount not to exceed \$360,000 per State Fiscal Year (SFY) for SFY 2018 and SFY 2019, for the services provided by the Contractors pursuant to Exhibit A, Scope of Services, for a total contract value listed on the Form P-37, Block 1.8, Price Limitation of \$720,000, with consideration for paragraph 1.1 of this Exhibit B.



**New Hampshire Department of Health and Human Services  
Temporary Nurse Staffing Services (RFA-2018-Glencliff-01-TEMPO-01)**

This amendment shall be effective upon the date of Governor and Executive Council approval.  
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

10/30/17  
Date

Lori Shubette  
Name: Lori Shubette  
Title: Chief Executive Officer

All's Well

10/5/17  
Date

Michael A. Hoyal  
Name: Michael A. Hoyal  
Title: Chief Financial Officer

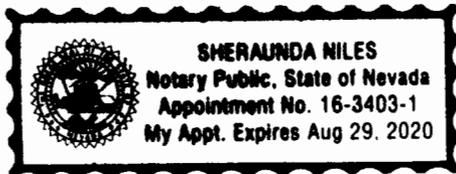
Acknowledgement of Contractor's signature:

State of Nevada, County of Clark on October 5<sup>th</sup>, 2017, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Sheraunda Niles  
Signature of Notary Public or Justice of the Peace

Sheraunda Niles  
Name and Title of Notary or Justice of the Peace

My Commission Expires: August 29, 2020





**New Hampshire Department of Health and Human Services  
Temporary Nurse Staffing Services (RFA-2018-Glencliff-01-TEMPO-01)**

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

OFFICE OF THE ATTORNEY GENERAL

Date 11/1/17

Name: [Signature]  
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

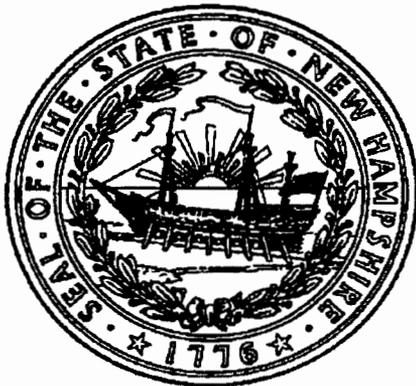
# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that HOWROYD-WRIGHT EMPLOYMENT AGENCY, INC. is a California Profit Corporation registered to transact business in New Hampshire on August 26, 2002. 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; and the attached is a true copy of the list of documents on file in this office.

Business ID: 420332



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 20th day of June A.D. 2017.

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

William M. Gardner  
Secretary of State



# State of New Hampshire

## Department of State



Business Name : **HOWROYD-WRIGHT EMPLOYMENT AGENCY, INC.**

Business ID : **420332**

### Filing History

Tracking#	Filing Date	Effective Date	Filing Type	Annual Report Year
0003526230	02/22/2017	02/22/2017	Registered Agent Change	N/A
0003491257	01/04/2017	01/04/2017	Annual Report	2017
0003208923	01/07/2016	01/07/2016	Annual Report	2016
0003192557	01/01/2016	01/01/2016	Agent Change/Resign	N/A
0003065012	03/12/2015	03/12/2015	Annual Report	2015
0001256203	03/24/2014	03/24/2014	Annual Report	2014
0001256202	03/20/2013	03/20/2013	Annual Report	2013
0001256201	03/20/2012	03/20/2012	Annual Report	2012
0001256200	03/10/2011	03/10/2011	Annual Report	2011
0001256199	03/18/2010	03/18/2010	Annual Report	2010
0001256198	02/17/2009	02/17/2009	Annual Report	2009
0001256197	01/28/2008	01/28/2008	Annual Report	2008
0001256196	03/22/2007	03/22/2007	Annual Report	2007
0001256195	04/04/2006	04/04/2006	Annual Report	2006
0001256194	05/05/2005	05/05/2005	Annual Report	2005
0001256193	05/05/2004	05/05/2004	Annual Report	2004
0001256192	02/18/2003	02/18/2003	Annual Report	2003
0003435240	N/A	12/26/2016	Annual Report Reminder	N/A

### Trade Name Information

Business Name	Business ID	Business Status
Appleone Employment Services	585501	Active
Allsource PPS	611194	Expired
ALL'S WELL	759978	Active



**State of New Hampshire**  
**Department of State**



**Name History**

Name	Name Type
No Name Changes found for this business.	

# CERTIFICATE OF VOTE

I, Brett W. Howroyd, do hereby certify that:  
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Howroyd-Wright Employment Agency, Inc.  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of  
the Agency duly held on September 26, 2016  
(Date)

**RESOLVED:** That the Chief Financial Officer  
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to  
execute any and all documents, agreements and other instruments, and any amendments, revisions,  
or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of  
the 5<sup>th</sup> day of October, 2017.  
(Date Contract Signed)

4. Michael A. Hoyal is the duly elected Chief Financial Officer  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

*Michael A. Hoyal*  
(Signature of the Elected Officer)

Nevada  
STATE OF ~~NEW-HAMPSHIRE~~

County of Clark

The forgoing instrument was acknowledged before me this 5<sup>th</sup> day of October, 2017.

By Brett W. Howroyd  
(Name of Elected Officer of the Agency)

*Sheranda Niles*  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)



Commission Expires: August 29, 2020





Jeffrey A. Meyers  
Commissioner

Katja S. Fox  
Director

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

GLENCLIFF HOME

393 HIGH STREET, PO BOX 76, GLENCLIFF, NH 03238  
603-989-3111 Fax: 603-989-3040  
TDD Access: 1-800-735-2964  
www.dhhs.nh.gov/glencliff

17  
made

June 26, 2017

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into agreements with the vendors listed below for the provision of temporary nurse staffing services in an amount not to exceed \$180,000, effective upon Governor and Executive Council approval, through June 30, 2019. 80% Other Funds (Agency), 20% General Funds.

Agency Name	Vendor ID	Address
Howroyd-Wright Employment Agency, Inc. dba All's Well	759978	327 W Broadway Glendale, CA 91204
InSync Consulting Services, LLC	TBD	110 Main Street Roseville, California 95678

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

05-95-91-910010-5710 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,  
HHS: DIVISION FOR BEHAVIORAL HEALTH, GLENCLIFF HOME, GLENCLIFF, PROFESSIONAL

SFY	Class	Title	Activity Code	Budget
2018	101-500729	Medical Providers	91000000	\$90,000
2019	101-500729	Medical Providers	91000000	\$90,000
			<b>Total</b>	<b>\$180,000</b>

EXPLANATION

The purpose of this request is to secure temporary, contracted Registered Nurse (RN) and Licensed Practical Nurse (LPN) Professionals ("Temporary Staff") through Staffing Agencies to support the New Hampshire Department of Health and Human Services, Glencliff Home.

Glenclyff Home is seeking Staffing Agencies to increase the ability to hire Temporary Staff because the facility has been experiencing increased difficulty filling and retaining nursing positions in the current labor market as can be seen by the current vacancy rates in nursing positions in Table 1 below. The local and State unemployment rates have remained low. Consequently, Glenclyff Home is pursuing “passive” candidates for vacant positions. Passive candidates are individuals not actively seeking employment, making recruitment a difficult and lengthy process. Adding to the vacancy rate concerns, State employed nursing staff are increasingly eligible for retirement. In the last year, Glenclyff Home had three (3) nurses retire and will have another six (6) nurses (23% of its nursing staff) eligible for retirement in the next three (3) years.

**Table 1. Glenclyff Home Nurse Positions**

Position Classification	Labor Grade	Authorized Number of Positions	Number of Vacant Positions			
			May 2017	Nov. 2016	July 2016	July 2015
Nursing Director	34	1	0	0	0	0
Registered Nurse I-III	19-23	18	6	4	3	2
Licensed Practical Nurse I-II	21	8	3	1	2	0
Nursing Coordinator (Shift)	27	3	1	2	2	0
Nurse Coordinator (Training)	27	1	0	0	0	0
Total		31	10	7	7	2
Vacancy Rate			33.3%	22.6%	22.6%	7.5%

Table 1 illustrates the increase in the vacancy rate at Glenclyff Home. There are currently ten (10) nursing vacancies at Glenclyff Home. The continued vacancies have created an increase in overtime requirements for nursing staff. In the last nine (9) months Glenclyff Home lost four (4) nurses. The longest open position has been vacant since March 31, 2016. This increase in overtime use is despite creative staffing solutions, such as increasing the use of Medication Nursing Assistants (MNAs). Knowing the nursing shortage was eminent; Glenclyff Home provided an in-house course to increase its number of MNAs from eight (8) to (12).

Many factors contribute to Glenclyff Home’s ability to effectively compete in the nursing labor market. First and foremost, Glenclyff Home salaries are not competitive with area employers. Glenclyff Home is significantly low in compensation for Registered Nurses, especially any nurse with experience (12-15% below State average). While Glenclyff Home appears comparable in compensation for licensed practical nurses (LPNs), LPNs are growing scarce as most nursing educational institutions no longer offer LPN programs.

According to statistics provided in November 2016, the Economic and Labor Market Information Bureau is projecting the growth rate of job openings to be nineteen percent (19%) for registered nurses and twenty-four percent (24%) for licensed practical nurses. If the projections are realized, the demand for nurses will create even more competition between healthcare providers, such as the twenty-two (22) other nursing homes that Medicare's Nursing Home Compare website lists within the vicinity of Glenclyff Home. Also competing for nursing staff in the area are three (3) hospitals, including Dartmouth-Hitchcock Medical Center, a well-known teaching facility.

Also complicating nurse staffing recruitment is the apparent reluctance of nursing staff candidates to seek employment at Glenclyff Home, which delivers services within an industry often stigmatized by mental health stereotypes, prejudice, and discrimination. Many nurses are hesitant to apply for employment due to the perceived difficulty of working with individuals with mental health behaviors.

Glenclyff Home will continue its recruitment efforts, which include local, state, and nationwide advertising in newspapers, trade journals, and websites, and will continue to serve as a Plymouth State University nursing clinical site, as well as attempting to develop an LPN program in house. Additionally salary enhancements for nursing staff, supported by the Governor and the Legislature, will assist with recruitment and retention. Glenclyff Home would like to gain the use of professional staffing services through these contracts in order to broaden our ability to locate and retain qualified Temporary Staff.

This contract was competitively bid. On April 3, 2017 the Department issued a Request for Applications for qualified organizations to provide Temporary Staff for Glenclyff Home. The Request for Applications will continue to remain open until a sufficient staffing level has been reached. Two (2) applications were submitted. The applications were evaluated by a team of individuals with program specific knowledge and experience, as well as individuals with significant business and management expertise. Both All's Well and InSync Consulting Services were selected. The Scoring Summary is attached.

As referenced in the Request for Applications and in Exhibit C-1 of this contract, this Agreement has the option to extend the contract for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

Should the Governor and Executive Council determine not to approve this request, the shortage of nurses which is already dire, may increase as nurses retire and continue to take positions at other healthcare facilities. As positions take longer to fill and more positions become vacant, the increased workload on existing employees may have a detrimental effect on the quality of care, as well as increase the likelihood of additional staff turnover. The use of agency nurses will alleviate some of the negative impacts of the high vacancy rate and continued use of overtime.

Area served: Statewide

Source of funds: 80% other (Agency) and 20% General.

In the event that the Other (Agency) Funds become no longer available, additional General Funds will not be requested to support this program.

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 4 of 4

Respectfully submitted,



Katja S. Fox  
Director

Approved by:



Jeffrey A. Meyers  
Commissioner

Subject: Temporary Nurse Staffing Services (RFA-2018-Glencliff-01-TEMPO-01)

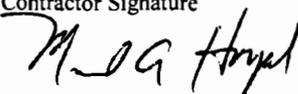
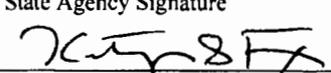
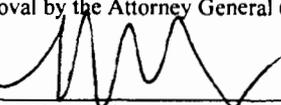
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Howroyd-Wright Employment Agency, Inc. dba All's Well		1.4 Contractor Address 327 W Broadway Glendale, CA 91204	
1.5 Contractor Phone Number 760-900-9757	1.6 Account Number 05-95-91-910010-5710	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$180,000.00
1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq., Interim Director		1.10 State Agency Telephone Number 603-271-9246	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Michael A. Hoyal, Chief Financial Officer	
1.13 Acknowledgement: State of _____, County of _____  On _____, 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] See attached, please.			
1.13.2 Name and Title of Notary or Justice of the Peace Please see attached.			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Kaitlyn S. Fox, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)  By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)  By:  On: 7/31/17			
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

Contractor Initials JK  
Date 6/20/11

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.

Contractor Initials 

Date 6/30/17

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Riverside )  
On 6/30/17 before me, Jennifer Kidd-Humphreys  
Date Here Insert Name and Title of the Officer  
personally appeared Michael A. Hoyal  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature J Kidd-Humphreys  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Agreement  
Document Date: 6.30.17 Number of Pages: 4  
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Michael A. Hoyal  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: CFO  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_



## Exhibit A

### Scope of Services

#### 1. Provisions Applicable to All Services

- 1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

#### 2. Scope of Services

- 2.1. The Contractor shall secure temporary, contracted Registered Nurse (RN) and Licensed Practical Nurse (LPN) Professionals ("Temporary Staff") to support the Department's Glenclyff Home ("Glenclyff").
- 2.2. The Contractor shall hire, maintain, and provide properly licensed Temporary Staff who shall be in accordance with applicable laws, regulations, and accreditation standards, to be presented to the Department upon request.
- 2.3. The Contractor shall coordinate between the staffing needs of Glenclyff and the available Temporary Staff, attempting to accommodate Glenclyff staffing requests for specific individual Registered Nurse and Licensed Practical Nurse Professionals.
- 2.4. The Contractor's Short-Term Temporary Staffing Services for each Nurse Professional will be for a minimum thirteen (13) week period (Staffing Period), without a gap in delivered services for the Staffing Period.
- 2.5. The Contractor's shall ensure all Temporary Staff who shall work at Glenclyff receive approximately eight (8) hours of orientation and training, prior to working with residents, which includes, but is not limited to:
  - 2.5.1. Specific information regarding infection prevention.
  - 2.5.2. Client confidentiality.
  - 2.5.3. Medical records and other documentation practices.
  - 2.5.4. Safety and emergency protocols.
- 2.6. The Contractor's shall ensure that Temporary Staff accept supervision by a Glenclyff-employed shift supervisor.
- 2.7. The Contractor shall provide Temporary Staff who are capable of duties which include, but are not limited to:
  - 2.7.1. Physical assessments.



## Exhibit A

---

- 2.7.2. Admission assessments.
- 2.7.3. Medication administration.
- 2.7.4. Processing of physician orders.
- 2.7.5. Vital signs monitoring.
- 2.7.6. Blood glucose testing.
- 2.7.7. Treatments and dressing changes.
- 2.7.8. Verbal and written communications to report related findings.
- 2.8. The Contractor shall ensure Temporary Staff's delegation of duties to other staff members are limited to simple tasks such as obtaining client vital signs or simple client assists.
- 2.9. The Contractor shall provide replacement staffing for the remainder of the Staffing Period in the event a Temporary Staff is unable to fulfill the prescribed shift due to illness, injury, or other unforeseen circumstance.
  - 2.9.1. In the event the Contractor is unable to fulfill replacement staffing described in Section 2.9, the Contractor shall provide alternative solutions, verbally and in writing, to Glenciff who may, at its discretion, choose to accept the Contractor's alternative staffing solution.

### 3. Staffing

- 3.1. The Contractor shall ensure that the Temporary Staff provided are properly licensed and trained which includes, but is not limited to:
  - 3.1.1. Having a valid license by the New Hampshire Board of Nursing.
  - 3.1.2. Being qualified to perform the services outlined in Paragraph 2.7.
  - 3.1.3. Able to attend approximately eight (8) hours of orientation and training as outlined in Paragraph 2.4.
  - 3.1.4. Certified in CPR, as required by state law.
  - 3.1.5. Providing proof of pre-employment screening which includes, but is not limited to:
    - 3.1.5.1. A physical as applicable by state law.
    - 3.1.5.2. TB skin test.
    - 3.1.5.3. Professional references.
    - 3.1.5.4. Criminal background check(s).
    - 3.1.5.5. Drug screening, as applicable.



## Exhibit A

---

### 4. Definitions

- 4.1. **Per-Diem Temporary Staffing** – Staff assigned on a per diem basis (daily or weekly).
- 4.2. **Short-Term Temporary Staffing** – Staff assigned a minimum of thirteen (13) weeks guaranteed placement.
- 4.3. **Staffing Period** – Either Short-term or Per-Diem Temporary Staffing length of assignments.

*MS*  
6/20/17



Exhibit B

**Methods and Conditions Precedent to Payment**

**1. Provisions Applicable to All Services**

- 1.1. This Agreement is one (1) of multiple Agreements that will provide Temporary Nurse Staffing Services for the Department. No maximum or minimum service volume is guaranteed. Accordingly, the price limitation among all Agreements is identified in Form P-37, General Provisions, Block 1.8, Price Limitation.
- 1.2. The State shall pay the Contractors among all agreements an amount not to exceed \$90,000 per State Fiscal Year (SFY) for SFY 2018 and SFY 2019, for the services provided by the Contractors pursuant to Exhibit A, Scope of Services, for a total contract value listed on the Form P-37, Block 1.8, Price Limitation of \$180,000, with consideration for paragraph 1.1 of this Exhibit B.
- 1.3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the funded contractor's current and/or future funding.
- 1.4. This contract is funded with:
  - 1.4.1. Other Funds from the Agency
  - 1.4.2. General Funds
- 1.5. Payment for said services shall be made monthly as follows:
  - 1.5.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this agreement, and shall be in accordance with the approved line item.
  - 1.5.2. The Contractor will submit an invoice in a form satisfactory to the State by the twentieth (20<sup>th</sup>) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The invoice must be completed, signed, dated and returned to the Department in order to initiate payment. The Contractor agrees to keep records of their activities related to Department programs and services.
  - 1.5.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available. Contractors will keep detailed records of their activities related to DHHS-funded programs and services.
  - 1.5.4. The final invoice shall be due to the State no later than forty (40) days after the contract Form P-37, Block 1.7 Completion Date.

*[Handwritten Signature]*  
6/30/17



Exhibit B

- 1.5.5. All invoices may be mailed as hard copy, or assigned an electronic signature and emailed to:
- Department of Health and Human Services  
Glenclyff Home  
393 High Street  
Glenclyff, NH 03238  
Email address: Kevin.Lincoln@dhhs.nh.gov
- 1.5.6. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.
- 1.6. Shared housing will be provided for traveling nurses, if applicable.
- 1.7. In the event Temporary Staff is recruited, hired, and begins work at Glenclyff on a full-time basis, the Department will:
- 1.7.1. Pay the Contractor a placement fee of \$2,500.00 if the Temporary Staff has provided services on a temporary basis for less than twenty-six (26) non-consecutive weeks.
- 1.7.2. Pay no placement fee if the Temporary Staff has provided services on a temporary basis for a minimum of twenty-six (26) non-consecutive weeks.
- 1.8. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

**2. Shift Guidelines and Payment Schedules**

- 2.1. The Vendor will be reimbursed for providing and delivering the described Temporary Staffing, on a per-diem deliverables basis, pursuant to the following rate schedules (Tables 1 and 2):

**Table 1: Per Diem Rate Schedule for Registered Nurses (RNs)**

ID	Shift	Hourly Rate
1	Weekday, 7:00 a.m. – 3:00 p.m.	\$46.00
2	Weekday, 3:00 p.m. – 11:00 p.m.	\$47.00
3	Weekday, 11:00 p.m. – 7:00 a.m.	\$48.00
4	Weekend, 7:00 a.m. – 3:00 p.m.	\$48.00
5	Weekend, 3:00 p.m. – 11:00 p.m.	\$49.00
6	Weekend, 11:00 p.m. – 7:00 a.m.	\$50.00



Exhibit B

**Table 2: Per Diem Rate Schedule for Licensed Practical Nurses (LPNs)**

ID	Shift	Hourly Rate
1	Weekday, 7:00 a.m. – 3:00 p.m.	\$30.00
2	Weekday, 3:00 p.m. – 11:00 p.m.	\$31.00
3	Weekday, 11:00 p.m. – 7:00 a.m.	\$32.00
4	Weekend, 7:00 a.m. – 3:00 p.m.	\$32.00
5	Weekend, 3:00 p.m. – 11:00 p.m.	\$33.00
6	Weekend, 11:00 p.m. – 7:00 a.m.	\$34.00

2.2. The Vendor will be reimbursed for providing and delivering Short-Term Temporary Staffing Services for a minimum of thirteen (13) weeks, and any extension thereof, on a deliverables basis pursuant to the following rate schedules (Tables 3 and 4):

**Table 3: Short-Term Rate Schedule for Registered Nurses (RNs)**

ID	Shift	Hourly Rate
1	Weekday, 7:00 a.m. – 3:00 p.m.	\$56.00
2	Weekday, 3:00 p.m. – 11:00 p.m.	\$57.00
3	Weekday, 11:00 p.m. – 7:00 a.m.	\$58.00
4	Weekend, 7:00 a.m. – 3:00 p.m.	\$48.00
5	Weekend, 3:00 p.m. – 11:00 p.m.	\$59.00
6	Weekend, 11:00 p.m. – 7:00 a.m.	\$60.00

**Table 4: Short-Term Rate Schedule for Licensed Practical Nurses (LPNs)**

ID	Shift	Hourly Rate
1	Weekday, 7:00 a.m. – 3:00 p.m.	\$40.00
2	Weekday, 3:00 p.m. – 11:00 p.m.	\$41.00
3	Weekday, 11:00 p.m. – 7:00 a.m.	\$42.00
4	Weekend, 7:00 a.m. – 3:00 p.m.	\$42.00
5	Weekend, 3:00 p.m. – 11:00 p.m.	\$43.00
6	Weekend, 11:00 p.m. – 7:00 a.m.	\$44.00

*[Handwritten Signature]*  
 6/30/17



Exhibit B

- 2.3. Shift rate and holiday differentials will apply as follows:
- 2.3.1. Weekend rates start at 3:00 p.m. on Friday and end at 7:00 a.m. on Monday.
  - 2.3.2. Nurse Professionals who work holidays (listed below) will be paid one and one-half (1-1/2) times the rate in the schedules above. Holiday shifts begin with the 11:00 p.m. - 7:00 a.m. shift on the eve of the following holidays and end with the 3:00 p.m. - 11:00 p.m. shift on the day of the holiday, except for Christmas and New Year's holidays which begin with 3:00 p.m. - 11:00 p.m. shift on the eve of the holiday and end with the 11:00 p.m. - 7:00 a.m. shift on the day of the holiday.

New Year's Eve and Day	Easter Sunday	Labor Day
Martin Luther King Day	Memorial Day	Thanksgiving
President's Day	Independence Day	Christmas Eve and Day

- 2.4. Break and meal allowances will apply as follows for each shift consisting of a minimum of eight (8) hours:
- 2.4.1. Two (2) paid fifteen (15) minute breaks.
  - 2.4.2. One (1) paid thirty (30) minute meal break.
- 2.5. Nurse Professionals who work over forty (40) hours in any week will be paid one and one-half (1-1/2) times the rate in the schedule above for hours worked over forty (40) hours.

*[Handwritten Signature]*  
6/30/17



**SPECIAL PROVISIONS**

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

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



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

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

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



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

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



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

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

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

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
  
  - (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
  
  - (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.
- 
19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.  
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
    - 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
    - 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
    - 19.3. Monitor the subcontractor's performance on an ongoing basis

  
Date 6/30/17



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

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

**DEFINITIONS**

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

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

**DEPARTMENT:** NH Department of Health and Human Services.

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

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

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

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

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

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

AK  
6/30/17



Exhibit C-1

**REVISIONS TO GENERAL PROVISIONS**

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. Extension:

The Department reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

*MS*

6/30/17



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

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

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

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

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

New Hampshire Department of Health and Human Services  
Exhibit D



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

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

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

6/30/17  
Date

Contractor Name:  
*Howroyd Wright Employment Agency Inc. DBA All's Well*  
*Michael A. Hoyal*  
Name: **MICHAEL A. HOYAL**  
Title: **CFO**



**CERTIFICATION REGARDING LOBBYING**

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

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

Programs (indicate applicable program covered):

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

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

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

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

6/30/17  
Date

Contractor Name: Howroyd Wright Employment Agency, Inc. DBA All's Well  
Michael A. Hoyal  
Name: **MICHAEL A. HOYAL**  
Title: **CFO**



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

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

**INSTRUCTIONS FOR CERTIFICATION**

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

  
6/2/17



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

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

**PRIMARY COVERED TRANSACTIONS**

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

**LOWER TIER COVERED TRANSACTIONS**

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

6/30/17  
Date

Contractor Name: Howroyd Wright Employment Agency, Inc. DBA All's Well  
Michael A. Royall  
Name: **MICHAEL A. ROYAL**  
Title: **CFO**

Contractor Initials MR  
Date 6/30/17



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

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

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

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

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

Exhibit G

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

Contractor Initials

*[Handwritten Signature]*  
Date 6/30/17

New Hampshire Department of Health and Human Services  
Exhibit G



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

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

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

6/30/17  
Date

Contractor Name:  
*Howroyd Wright Employment Agency, Inc. DBA All's Well*  
*Michael A. Hoyal*  
Name: **MICHAEL A. HOYAL**  
Title: **CFO**

Exhibit G

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

Contractor Initials   *MH*



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

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

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

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

6/30/17  
Date

Contractor Name:  
*Howroyd Wright Employment Agency, Inc. DBA AHS Well*  
*Michael A. Hoyal*  
Name: **MICHAEL A. HOYAL**  
Title: **CFO**

Contractor Initials *MH*  
Date 6/30/17



Exhibit I

**HEALTH INSURANCE PORTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

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

(1) **Definitions.**

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

3/2014

Contractor Initials

Date

*[Handwritten Signature]*  
6/30/17



Exhibit I

- i. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - i. For the proper management and administration of the Business Associate;
  - ii. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - iii. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

*AK*  
6/30/17



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

**(3) Obligations and Activities of Business Associate.**

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
  - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - o The unauthorized person used the protected health information or to whom the disclosure was made;
  - o Whether the protected health information was actually acquired or viewed
  - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

3/2014

Contractor Initials

*[Handwritten Signature]*  
Date 6/30/11



Exhibit I

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

**(4) Obligations of Covered Entity**

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

**(5) Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

**(6) Miscellaneous**

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

3/2014

Contractor Initials

Date

*[Handwritten Signature]*  
6/30/17





**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY  
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
  - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
  - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Date 6/30/17

Contractor Name: Howroyd Wright Employment Agency, Inc. DBA All's Well

Michael A. Hoyal  
Name: **MICHAEL A. HOYAL**  
Title: **CFO**



**FORM A**

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 07-622-4179
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO                       YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO                       YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____

[Signature]  
6/30/17



**DHHS INFORMATION SECURITY REQUIREMENTS**

1. Confidential Information: In addition to Paragraph #9 of the General Provisions (P-37) for the purpose of this RFP, the Department's Confidential information includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Personal Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.
2. The vendor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services. Minimum expectations include:
  - 2.1. Maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
  - 2.2. Maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
  - 2.3. Encrypt, at a minimum, any Department confidential data stored on portable media, e.g., laptops, USB drives, as well as when transmitted over public networks like the Internet using current industry standards and best practices for strong encryption.
  - 2.4. Ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
  - 2.5. Provide security awareness and education for its employees, contractors and sub-contractors in support of protecting Department confidential information
  - 2.6. Maintain a documented breach notification and incident response process. The vendor will contact the Department within twenty-four 24 hours to the Department's contract manager, and additional email addresses provided in this section, of a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
    - 2.6.1. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.  
Breach notifications will be sent to the following email addresses:
      - 2.6.1.1. [DHHSChiefInformationOfficer@dhhs.nh.gov](mailto:DHHSChiefInformationOfficer@dhhs.nh.gov)
      - 2.6.1.2. [DHHSInformationSecurityOffice@dhhs.nh.gov](mailto:DHHSInformationSecurityOffice@dhhs.nh.gov)
  - 2.7. If the vendor will maintain any Confidential Information on its systems (or its sub-contractor systems), the vendor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure

**New Hampshire Department of Health and Human Services  
Exhibit K**



---

deletion, or otherwise physically destroying the media (for example, degaussing). The vendor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and vendor prior to destruction.

- 2.8. If the vendor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the vendor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the vendor, including breach notification requirements.
3. The vendor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the vendor and any applicable sub-contractors prior to system access being authorized.
4. If the Department determines the vendor is a Business Associate pursuant to 45 CFR 160.103, the vendor will work with the Department to sign and execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
5. The vendor will work with the Department at its request to complete a survey. The purpose of the survey is to enable the Department and vendor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the vendor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the vendor, or the Department may request the survey be completed when the scope of the engagement between the Department and the vendor changes. The vendor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the appropriate authorized data owner or leadership member within the Department.



**New Hampshire Department of Health and Human Services  
Temporary Nurse Staffing Services (RFA-2018-Glencliff-01-TEMPO-02)**

---

**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the  
Temporary Nurse Staffing Services Contract**

This 1<sup>st</sup> Amendment to the Temporary Nurse Staffing Services Contract dated this fifteenth (15<sup>th</sup>) day of September, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State") and InSync Consulting Services, LLC, (hereinafter referred to as "the Contractor"), a corporation with a place of business at 110 Main Street Roseville, California 95678.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 23, 2017 (Item #17), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract by written agreement of the parties;

WHEREAS, the parties agree to increase the price limitation;

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

1. Amend Form P-37, Block 1.8, to increase Price Limitation by \$540,000 from \$180,000 to read: \$720,000.
2. Amend Form P-37, Block 1.9, to read E. Maria Reinemann, Director.
3. Amend Form P-37, Block 1.10 to read 603-271-9330.
4. Amend Exhibit B, Section 1, Provisions Applicable to All Services, Subsection 1.2 to read:
  - 1.2 The State shall pay the Contractors among all agreements an amount not to exceed \$360,000 per State Fiscal Year (SFY) for SFY 2018 and SFY 2019, for the services provided by the Contractors pursuant to Exhibit A, Scope of Services, for a total contract value listed on the Form P-37, Block 1.8, Price Limitation of \$720,000, with consideration for paragraph 1.1 of this Exhibit B.



**New Hampshire Department of Health and Human Services  
Temporary Nurse Staffing Services (RFA-2018-Glencliff-01-TEMPO-02)**

This amendment shall be effective upon the date of Governor and Executive Council approval.  
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

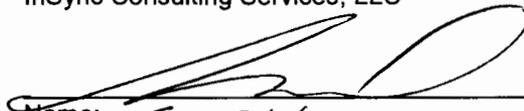
State of New Hampshire  
Department of Health and Human Services

10/30/17  
Date

  
Name: Lori Shubinette  
Title: Chief Executive Officer

InSync Consulting Services, LLC

10/9/17  
Date

  
Name: SCOTT WOODLAND  
Title: DIRECTOR OF OPERATIONS

Acknowledgement of Contractor's signature:

State of \_\_\_\_\_, County of \_\_\_\_\_ on \_\_\_\_\_, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

\_\_\_\_\_  
Signature of Notary Public or Justice of the Peace

\_\_\_\_\_  
Name and Title of Notary or Justice of the Peace

My Commission Expires: \_\_\_\_\_



**New Hampshire Department of Health and Human Services  
Temporary Nurse Staffing Services (RFA-2018-Glencliff-01-TEMPO-02)**

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

OFFICE OF THE ATTORNEY GENERAL

Date 11/1

Name: Lindsay Courtenay  
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

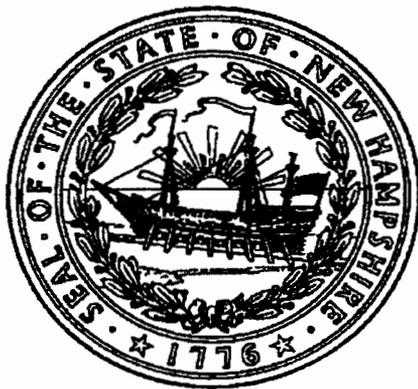
# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that INSYNC CONSULTING SERVICES, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on June 21, 2017. 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: 773077



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 21st day of June A.D. 2017.

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

William M. Gardner  
Secretary of State

**CERTIFICATE OF VOTE**

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

1. I am a duly elected Officer of InSync Consulting Services LLC  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on 10-3-17:  
(Date)

**RESOLVED:** That the Scott Woodland  
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 9<sup>th</sup> day of Oct, 2017.  
(Date Contract Signed)

4. Scott Woodland is the duly elected Operations Manager  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Tim Coxen  
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of \_\_\_\_\_

The forgoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By \_\_\_\_\_  
(Name of Elected Officer of the Agency)

\_\_\_\_\_  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Placer )  
On 10/09/2017 before me, Julie Hammond, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Scott Woodland  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Julie Hammond  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Amendment Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/11/2017

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

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

<b>PRODUCER</b>		<b>CONTACT NAME:</b> William Donaldson	
Unified Brokers Insurance Agency, Inc		<b>PHONE (A/C, No, Ext):</b> (530) 867 - 2721	<b>FAX (A/C, No):</b>
7750 College Town Drive, Suite 101		<b>E-MAIL ADDRESS:</b> wdonaldson@tubiainc.com	
Sacramento CA 95826		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Philadelphia Indemnity Insurance Co.	<b>NAIC #</b> 18058
<b>INSURED</b>		<b>INSURER B:</b>	
InSync Consulting Services, LLC		<b>INSURER C:</b>	
110 Main Street		<b>INSURER D:</b>	
Roseville CA 95678		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		PHPK1609958	2/7/2017	2/7/2018	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 Employee Benefits \$ 1,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Evidence of Coverage.

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provision.

**CERTIFICATE HOLDER****CANCELLATION**

New Hampshire Department of Health and Human Services 129 Pleasant Street  Concord NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

Back

Save



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/31/2017

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

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

<b>PRODUCER</b> SUNZ Insurance Solutions, LLC. ID:(Vensure HR) 2425 Commerce Ave Suite 300 Duluth, GA 30096	<b>CONTACT NAME:</b> Tiffany Meyer	
	<b>PHONE (A/C, No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> tiffany.meyer@vensure.com	
<b>INSURED</b> Vensure HR, Inc. 2425 Commerce Ave Suite 300 Duluth GA 30096	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	INSURER A : Benchmark Insurance Company	41394
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	

**COVERAGES**

CERTIFICATE NUMBER: 38619218

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER _____						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OCCUR CLAIMS-MADE DED _____ RETENTION \$ _____						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WCPEOBN034402 WCPEOBN034401	10/31/2017 10/15/2016	10/31/2018 10/31/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

Coverage provided for all co-employees but not subcontractors of: Insync Consulting Services  
 Effective date: 1/1/2017

**CERTIFICATE HOLDER****CANCELLATION**

New Hampshire Department of Health  
 and Human Services  
 129 Pleasant Street  
 Concord NH 03301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Glen J Distefano

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD



Jeffrey A. Meyers  
Commissioner

Katja S. Fox  
Director

17 mac

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**DIVISION FOR BEHAVIORAL HEALTH**  
**GLENCLIFF HOME**

393 HIGH STREET, PO BOX 76, GLENCLIFF, NH 03238  
603-989-3111 Fax: 603-989-3040  
TDD Access: 1-800-735-2964  
www.dhhs.nh.gov/glencliff

June 26, 2017

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into agreements with the vendors listed below for the provision of temporary nurse staffing services in an amount not to exceed \$180,000, effective upon Governor and Executive Council approval, through June 30, 2019. 80% Other Funds (Agency), 20% General Funds.

Agency Name	Vendor ID	Address
Howroyd-Wright Employment Agency, Inc. dba All's Well	759978	327 W Broadway Glendale, CA 91204
InSync Consulting Services, LLC	TBD	110 Main Street Roseville, California 95678

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

05-95-91-910010-5710 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,  
HHS: DIVISION FOR BEHAVIORAL HEALTH, GLENCLIFF HOME, GLENCLIFF, PROFESSIONAL

SFY	Class	Title	Activity Code	Budget
2018	101-500729	Medical Providers	91000000	\$90,000
2019	101-500729	Medical Providers	91000000	\$90,000
		<b>Total</b>		<b>\$180,000</b>

**EXPLANATION**

The purpose of this request is to secure temporary, contracted Registered Nurse (RN) and Licensed Practical Nurse (LPN) Professionals ("Temporary Staff") through Staffing Agencies to support the New Hampshire Department of Health and Human Services, Glencliff Home.

Glenclyff Home is seeking Staffing Agencies to increase the ability to hire Temporary Staff because the facility has been experiencing increased difficulty filling and retaining nursing positions in the current labor market as can be seen by the current vacancy rates in nursing positions in Table 1 below. The local and State unemployment rates have remained low. Consequently, Glenclyff Home is pursuing “passive” candidates for vacant positions. Passive candidates are individuals not actively seeking employment, making recruitment a difficult and lengthy process. Adding to the vacancy rate concerns, State employed nursing staff are increasingly eligible for retirement. In the last year, Glenclyff Home had three (3) nurses retire and will have another six (6) nurses (23% of its nursing staff) eligible for retirement in the next three (3) years.

**Table 1. Glenclyff Home Nurse Positions**

Position Classification	Labor Grade	Authorized Number of Positions	Number of Vacant Positions			
			May 2017	Nov. 2016	July 2016	July 2015
Nursing Director	34	1	0	0	0	0
Registered Nurse I-III	19-23	18	6	4	3	2
Licensed Practical Nurse I-II	21	8	3	1	2	0
Nursing Coordinator (Shift)	27	3	1	2	2	0
Nurse Coordinator (Training)	27	1	0	0	0	0
<b>Total</b>		<b>31</b>	<b>10</b>	<b>7</b>	<b>7</b>	<b>2</b>
<b>Vacancy Rate</b>			<b>33.3%</b>	<b>22.6%</b>	<b>22.6%</b>	<b>7.5%</b>

Table 1 illustrates the increase in the vacancy rate at Glenclyff Home. There are currently ten (10) nursing vacancies at Glenclyff Home. The continued vacancies have created an increase in overtime requirements for nursing staff. In the last nine (9) months Glenclyff Home lost four (4) nurses. The longest open position has been vacant since March 31, 2016. This increase in overtime use is despite creative staffing solutions, such as increasing the use of Medication Nursing Assistants (MNAs). Knowing the nursing shortage was eminent; Glenclyff Home provided an in-house course to increase its number of MNAs from eight (8) to (12).

Many factors contribute to Glenclyff Home’s ability to effectively compete in the nursing labor market. First and foremost, Glenclyff Home salaries are not competitive with area employers. Glenclyff Home is significantly low in compensation for Registered Nurses, especially any nurse with experience (12-15% below State average). While Glenclyff Home appears comparable in compensation for licensed practical nurses (LPNs), LPNs are growing scarce as most nursing educational institutions no longer offer LPN programs.

According to statistics provided in November 2016, the Economic and Labor Market Information Bureau is projecting the growth rate of job openings to be nineteen percent (19%) for registered nurses and twenty-four percent (24%) for licensed practical nurses. If the projections are realized, the demand for nurses will create even more competition between healthcare providers, such as the twenty-two (22) other nursing homes that Medicare's Nursing Home Compare website lists within the vicinity of Glenclyff Home. Also competing for nursing staff in the area are three (3) hospitals, including Dartmouth-Hitchcock Medical Center, a well-known teaching facility.

Also complicating nurse staffing recruitment is the apparent reluctance of nursing staff candidates to seek employment at Glenclyff Home, which delivers services within an industry often stigmatized by mental health stereotypes, prejudice, and discrimination. Many nurses are hesitant to apply for employment due to the perceived difficulty of working with individuals with mental health behaviors.

Glenclyff Home will continue its recruitment efforts, which include local, state, and nationwide advertising in newspapers, trade journals, and websites, and will continue to serve as a Plymouth State University nursing clinical site, as well as attempting to develop an LPN program in house. Additionally salary enhancements for nursing staff, supported by the Governor and the Legislature, will assist with recruitment and retention. Glenclyff Home would like to gain the use of professional staffing services through these contracts in order to broaden our ability to locate and retain qualified Temporary Staff.

This contract was competitively bid. On April 3, 2017 the Department issued a Request for Applications for qualified organizations to provide Temporary Staff for Glenclyff Home. The Request for Applications will continue to remain open until a sufficient staffing level has been reached. Two (2) applications were submitted. The applications were evaluated by a team of individuals with program specific knowledge and experience, as well as individuals with significant business and management expertise. Both All's Well and InSync Consulting Services were selected. The Scoring Summary is attached.

As referenced in the Request for Applications and in Exhibit C-1 of this contract, this Agreement has the option to extend the contract for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

Should the Governor and Executive Council determine not to approve this request, the shortage of nurses which is already dire, may increase as nurses retire and continue to take positions at other healthcare facilities. As positions take longer to fill and more positions become vacant, the increased workload on existing employees may have a detrimental effect on the quality of care, as well as increase the likelihood of additional staff turnover. The use of agency nurses will alleviate some of the negative impacts of the high vacancy rate and continued use of overtime.

Area served: Statewide

Source of funds: 80% other (Agency) and 20% General.

In the event that the Other (Agency) Funds become no longer available, additional General Funds will not be requested to support this program.

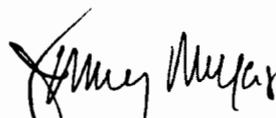
His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 4 of 4

Respectfully submitted,



Katja S. Fox  
Director

Approved by:



Jeffrey A. Meyers  
Commissioner

Subject: Temporary Nurse Staffing Services (RFA-2018-GLENCLIFF-01-TEMPO-02)

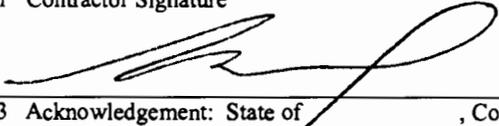
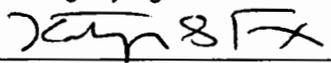
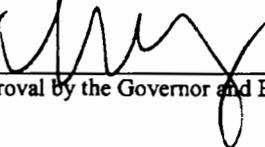
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name InSync Consulting Services, LLC		1.4 Contractor Address 110 Main Street Roseville, California 95678	
1.5 Contractor Phone Number 888-641-3444	1.6 Account Number 05-95-91-910010-5710	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$180,000.00
1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq., Interim Director		1.10 State Agency Telephone Number 603-271-9246	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Scott Woodland, Operations Manager	
1.13 Acknowledgement: State of _____, County of _____  On <u>7/13/17</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
<div style="border: 1px solid black; padding: 5px; display: inline-block;">                     Please see attached acknowledgment form pursuant to CA Civil Code Section 1189                 </div>			
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Katy S Fox, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel <i>(if applicable)</i>  By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i>  By:  On: <u>7/31/17</u> Attorney			
1.18 Approval by the Governor and Executive Council <i>(if applicable)</i>  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.

CALIFORNIA ALL-PURPOSE  
CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Placer

On 7/13/2017 before me, B. Schlichting, Notary Public

personally appeared Scott Kevin Woodland

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



B. Schlichting, Notary Public  
Signature of Notary Public

Commission Expires: May 26, 2021

(Notary Seal)

B. Schlichting, Notary Public

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

General Provisions

Title or description of attached document

CAPACITY CLAIMED BY THE SIGNER

Individual(s)  Corporate Officer  Trustee(s)  Other



## Exhibit A

### Scope of Services

#### 1. Provisions Applicable to All Services

- 1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

#### 2. Scope of Services

- 2.1. The Contractor shall secure temporary, contracted Registered Nurse (RN) and Licensed Practical Nurse (LPN) Professionals ("Temporary Staff") to support the Department's Glenclyff Home ("Glenclyff").
- 2.2. The Contractor shall hire, maintain, and provide properly licensed Temporary Staff who shall be in accordance with applicable laws, regulations, and accreditation standards, to be presented to the Department upon request.
- 2.3. The Contractor shall coordinate between the staffing needs of Glenclyff and the available Temporary Staff, attempting to accommodate Glenclyff staffing requests for specific individual Registered Nurse and Licensed Practical Nurse Professionals.
- 2.4. The Contractor's Short-Term Temporary Staffing Services for each Nurse Professional will be for a minimum thirteen (13) week period (Staffing Period), without a gap in delivered services for the Staffing Period.
- 2.5. The Contractor's shall ensure all Temporary Staff who shall work at Glenclyff receive approximately eight (8) hours of orientation and training, prior to working with residents, which includes, but is not limited to:
  - 2.5.1. Specific information regarding infection prevention.
  - 2.5.2. Client confidentiality.
  - 2.5.3. Medical records and other documentation practices.
  - 2.5.4. Safety and emergency protocols.
- 2.6. The Contractor's shall ensure that Temporary Staff accept supervision by a Glenclyff-employed shift supervisor.
- 2.7. The Contractor shall provide Temporary Staff who are capable of duties which include, but are not limited to:
  - 2.7.1. Physical assessments.

Handwritten initials in blue ink, possibly 'CS' or similar, written over a horizontal line.



## Exhibit A

---

- 2.7.2. Admission assessments.
- 2.7.3. Medication administration.
- 2.7.4. Processing of physician orders.
- 2.7.5. Vital signs monitoring.
- 2.7.6. Blood glucose testing.
- 2.7.7. Treatments and dressing changes.
- 2.7.8. Verbal and written communications to report related findings.
- 2.8. The Contractor shall ensure Temporary Staff's delegation of duties to other staff members are limited to simple tasks such as obtaining client vital signs or simple client assists.
- 2.9. The Contractor shall provide replacement staffing for the remainder of the Staffing Period in the event a Temporary Staff is unable to fulfill the prescribed shift due to illness, injury, or other unforeseen circumstance.
  - 2.9.1. In the event the Contractor is unable to fulfill replacement staffing described in Section 2.9, the Contractor shall provide alternative solutions, verbally and in writing, to Glenciff who may, at its discretion, choose to accept the Contractor's alternative staffing solution.

### 3. Staffing

- 3.1. The Contractor shall ensure that the Temporary Staff provided are properly licensed and trained which includes, but is not limited to:
  - 3.1.1. Having a valid license by the New Hampshire Board of Nursing.
  - 3.1.2. Being qualified to perform the services outlined in Paragraph 2.7.
  - 3.1.3. Able to attend approximately eight (8) hours of orientation and training as outlined in Paragraph 2.4.
  - 3.1.4. Certified in CPR, as required by state law.
  - 3.1.5. Providing proof of pre-employment screening which includes, but is not limited to:
    - 3.1.5.1. A physical as applicable by state law.
    - 3.1.5.2. TB skin test.
    - 3.1.5.3. Professional references.
    - 3.1.5.4. Criminal background check(s).
    - 3.1.5.5. Drug screening, as applicable.

Handwritten initials in black ink, appearing to be 'C' and 'P' or similar, written over a horizontal line.



## Exhibit A

---

### 4. Definitions

- 4.1. **Per-Diem Temporary Staffing** – Staff assigned on a per diem basis (daily or weekly).
- 4.2. **Short-Term Temporary Staffing** – Staff assigned a minimum of thirteen (13) weeks guaranteed placement.
- 4.3. **Staffing Period** – Either Short-term or Per-Diem Temporary Staffing length of assignments.



Exhibit B

**Methods and Conditions Precedent to Payment**

**1. Provisions Applicable to All Services**

- 1.1. This Agreement is one (1) of multiple Agreements that will provide Temporary Nurse Staffing Services for the Department. No maximum or minimum service volume is guaranteed. Accordingly, the price limitation among all Agreements is identified in Form P-37, General Provisions, Block 1.8, Price Limitation.
- 1.2. The State shall pay the Contractors among all agreements an amount not to exceed \$90,000 per State Fiscal Year (SFY) for SFY 2018 and SFY 2019, for the services provided by the Contractors pursuant to Exhibit A, Scope of Services, for a total contract value listed on the Form P-37, Block 1.8, Price Limitation of \$180,000, with consideration for paragraph 1.1 of this Exhibit B.
- 1.3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the funded contractor's current and/or future funding.
- 1.4. This contract is funded with:
  - 1.4.1. Other Funds from the Agency
  - 1.4.2. General Funds
- 1.5. Payment for said services shall be made monthly as follows:
  - 1.5.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this agreement, and shall be in accordance with the approved line item.
  - 1.5.2. The Contractor will submit an invoice in a form satisfactory to the State by the twentieth (20<sup>th</sup>) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The invoice must be completed, signed, dated and returned to the Department in order to initiate payment. The Contractor agrees to keep records of their activities related to Department programs and services.
  - 1.5.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available. Contractors will keep detailed records of their activities related to DHHS-funded programs and services.
  - 1.5.4. The final invoice shall be due to the State no later than forty (40) days after the contract Form P-37, Block 1.7 Completion Date.

A handwritten signature in black ink, appearing to be 'CP' or similar initials.



**Exhibit B**

- 1.5.5. All invoices may be mailed as hard copy, or assigned an electronic signature and emailed to:
- Department of Health and Human Services  
Glenclyff Home  
393 High Street  
Glenclyff, NH 03238  
Email address: Kevin.Lincoln@dhhs.nh.gov
- 1.5.6. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.
- 1.6. Shared housing will be provided for traveling nurses, if applicable.
- 1.7. In the event Temporary Staff is recruited, hired, and begins work at Glenclyff on a full-time basis, the Department will:
- 1.7.1. Pay the Contractor a placement fee of \$2,500.00 if the Temporary Staff has provided services on a temporary basis for less than twenty-six (26) non-consecutive weeks.
- 1.7.2. Pay no placement fee if the Temporary Staff has provided services on a temporary basis for a minimum of twenty-six (26) non-consecutive weeks.
- 1.8. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

**2. Shift Guidelines and Payment Schedules**

- 2.1. The Vendor will be reimbursed for providing and delivering the described Temporary Staffing, on a per-diem deliverables basis, pursuant to the following rate schedules (Tables 1 and 2):

**Table 1: Per Diem Rate Schedule for Registered Nurses (RNs)**

ID	Shift	Hourly Rate
1	Weekday, 7:00 a.m. – 3:00 p.m.	\$46.00
2	Weekday, 3:00 p.m. – 11:00 p.m.	\$47.00
3	Weekday, 11:00 p.m. – 7:00 a.m.	\$48.00
4	Weekend, 7:00 a.m. – 3:00 p.m.	\$48.00
5	Weekend, 3:00 p.m. – 11:00 p.m.	\$49.00
6	Weekend, 11:00 p.m. – 7:00 a.m.	\$50.00



Exhibit B

**Table 2: Per Diem Rate Schedule for Licensed Practical Nurses (LPNs)**

ID	Shift	Hourly Rate
1	Weekday, 7:00 a.m. – 3:00 p.m.	\$30.00
2	Weekday, 3:00 p.m. – 11:00 p.m.	\$31.00
3	Weekday, 11:00 p.m. – 7:00 a.m.	\$32.00
4	Weekend, 7:00 a.m. – 3:00 p.m.	\$32.00
5	Weekend, 3:00 p.m. – 11:00 p.m.	\$33.00
6	Weekend, 11:00 p.m. – 7:00 a.m.	\$34.00

2.2. The Vendor will be reimbursed for providing and delivering Short-Term Temporary Staffing Services for a minimum of thirteen (13) weeks, and any extension thereof, on a deliverables basis pursuant to the following rate schedules (Tables 3 and 4):

**Table 3: Short-Term Rate Schedule for Registered Nurses (RNs)**

ID	Shift	Hourly Rate
1	Weekday, 7:00 a.m. – 3:00 p.m.	\$56.00
2	Weekday, 3:00 p.m. – 11:00 p.m.	\$57.00
3	Weekday, 11:00 p.m. – 7:00 a.m.	\$58.00
4	Weekend, 7:00 a.m. – 3:00 p.m.	\$48.00
5	Weekend, 3:00 p.m. – 11:00 p.m.	\$59.00
6	Weekend, 11:00 p.m. – 7:00 a.m.	\$60.00

**Table 4: Short-Term Rate Schedule for Licensed Practical Nurses (LPNs)**

ID	Shift	Hourly Rate
1	Weekday, 7:00 a.m. – 3:00 p.m.	\$40.00
2	Weekday, 3:00 p.m. – 11:00 p.m.	\$41.00
3	Weekday, 11:00 p.m. – 7:00 a.m.	\$42.00
4	Weekend, 7:00 a.m. – 3:00 p.m.	\$42.00
5	Weekend, 3:00 p.m. – 11:00 p.m.	\$43.00
6	Weekend, 11:00 p.m. – 7:00 a.m.	\$44.00



**Exhibit B**

- 2.3. Shift rate and holiday differentials will apply as follows:
- 2.3.1. Weekend rates start at 3:00 p.m. on Friday and end at 7:00 a.m. on Monday.
  - 2.3.2. Nurse Professionals who work holidays (listed below) will be paid one and one-half (1-1/2) times the rate in the schedules above. Holiday shifts begin with the 11:00 p.m. - 7:00 a.m. shift on the eve of the following holidays and end with the 3:00 p.m. – 11:00 p.m. shift on the day of the holiday, except for Christmas and New Year's holidays which begin with 3:00 p.m. – 11:00 p.m. shift on the eve of the holiday and end with the 11:00 p.m. – 7:00 a.m. shift on the day of the holiday.

New Year's Eve and Day	Easter Sunday	Labor Day
Martin Luther King Day	Memorial Day	Thanksgiving
President's Day	Independence Day	Christmas Eve and Day

- 2.4. Break and meal allowances will apply as follows for each shift consisting of a minimum of eight (8) hours:
- 2.4.1. Two (2) paid fifteen (15) minute breaks.
  - 2.4.2. One (1) paid thirty (30) minute meal break.
- 2.5. Nurse Professionals who work over forty (40) hours in any week will be paid one and one-half (1-1/2) times the rate in the schedule above for hours worked over forty (40) hours.



---

**SPECIAL PROVISIONS**

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

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

  
7/13/17



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

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

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



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

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



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

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

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

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

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

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

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

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

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



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

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

#### DEFINITIONS

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

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

**DEPARTMENT:** NH Department of Health and Human Services.

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

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

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

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

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

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

Handwritten initials 'a' in a circle.



Exhibit C-1

**REVISIONS TO GENERAL PROVISIONS**

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  4. **CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. Extension:

The Department reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

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

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

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

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

New Hampshire Department of Health and Human Services  
Exhibit D

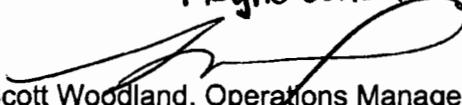


- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted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

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

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

Contractor Name: InSync Consulting Services, LLC

  
Scott Woodland, Operations Manager

Name:  
Title:

7/13/17  
Date

Contractor Initials   
Date 7/13/17



**CERTIFICATION REGARDING LOBBYING**

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name: InSync Consulting Services, LLC

7/13/17  
Date

  
Scott Woodland, Operations Manager  
Name:  
Title:



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

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

**INSTRUCTIONS FOR CERTIFICATION**

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



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

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

**PRIMARY COVERED TRANSACTIONS**

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

**LOWER TIER COVERED TRANSACTIONS**

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

Contractor Name: InSync Consulting Services, LLC

  
Name: Scott Woodland, Operations Manager

Title:

7/13/17  
Date



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

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

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

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

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

Exhibit G

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

Contractor Initials

New Hampshire Department of Health and Human Services  
Exhibit G



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

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

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

Contractor Name: *InSync Consulting Services, LLC*

Scott Woodland, Operations Manager

Name:

Title:

7/13/17  
Date

Exhibit G

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

Contractor Initials *SW* 7/13/17



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

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

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

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

Contractor Name: InSync Consulting Services, LLC

  
Scott Woodland, Operations Manager  
Name:  
Title:

7/13/17  
Date



Exhibit I

**HEALTH INSURANCE PORTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

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

(1) **Definitions.**

- a. "**Breach**" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "**Business Associate**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "**Covered Entity**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "**Designated Record Set**" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "**Data Aggregation**" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "**Health Care Operations**" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "**HITECH Act**" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "**Individual**" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "**Privacy Rule**" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "**Protected Health Information**" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

A handwritten signature in black ink, appearing to be 'P' followed by a flourish.



Exhibit I

- i. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

**(3) Obligations and Activities of Business Associate.**

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
  - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - o The unauthorized person used the protected health information or to whom the disclosure was made;
  - o Whether the protected health information was actually acquired or viewed
  - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

A handwritten signature in black ink, appearing to be 'EW', written over the 'Contractor Initials' text.



Exhibit I

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

**(4) Obligations of Covered Entity**

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

**(5) Termination for Cause**

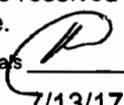
In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

**(6) Miscellaneous**

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

3/2014

Contractor Initials

  
7/13/17

Date



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health and Human Services  
The State

Katja S Fox  
Signature of Authorized Representative

Katja S Fox  
Name of Authorized Representative

Director  
Title of Authorized Representative

7/18/17  
Date

InSync Consulting Services, LLC  
Name of the Contractor

[Signature]  
Signature of Authorized Representative

Scott Woodland  
Name of Authorized Representative

Operations Manager  
Title of Authorized Representative

7/13/17  
Date



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

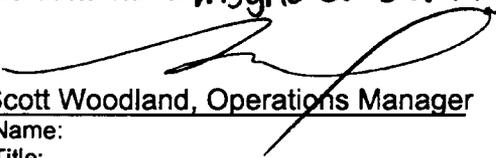
1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
  - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
  - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: Insync Consulting Services, LLC

  
Scott Woodland, Operations Manager  
Name:  
Title:

7/13/17  
Date

Contractor Initials   
Date 7/13/17



**FORM A**

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 079192664
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

X  NO                      \_\_\_\_\_ YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

\_\_\_\_\_ NO                      \_\_\_\_\_ YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____



**DHHS INFORMATION SECURITY REQUIREMENTS**

1. Confidential Information: In addition to Paragraph #9 of the General Provisions (P-37) for the purpose of this RFP, the Department's Confidential information includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Personal Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.
2. The vendor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services. Minimum expectations include:
  - 2.1. Maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
  - 2.2. Maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
  - 2.3. Encrypt, at a minimum, any Department confidential data stored on portable media, e.g., laptops, USB drives, as well as when transmitted over public networks like the Internet using current industry standards and best practices for strong encryption.
  - 2.4. Ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
  - 2.5. Provide security awareness and education for its employees, contractors and sub-contractors in support of protecting Department confidential information
  - 2.6. Maintain a documented breach notification and incident response process. The vendor will contact the Department within twenty-four 24 hours to the Department's contract manager, and additional email addresses provided in this section, of a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
    - 2.6.1. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.  
Breach notifications will be sent to the following email addresses:
      - 2.6.1.1. [DHHSChiefInformationOfficer@dhhs.nh.gov](mailto:DHHSChiefInformationOfficer@dhhs.nh.gov)
      - 2.6.1.2. [DHHSInformationSecurityOffice@dhhs.nh.gov](mailto:DHHSInformationSecurityOffice@dhhs.nh.gov)
  - 2.7. If the vendor will maintain any Confidential Information on its systems (or its sub-contractor systems), the vendor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure

**New Hampshire Department of Health and Human Services  
Exhibit K**



---

deletion, or otherwise physically destroying the media (for example, degaussing). The vendor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and vendor prior to destruction.

- 2.8. If the vendor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the vendor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the vendor, including breach notification requirements.
3. The vendor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the vendor and any applicable sub-contractors prior to system access being authorized.
4. If the Department determines the vendor is a Business Associate pursuant to 45 CFR 160.103, the vendor will work with the Department to sign and execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
5. The vendor will work with the Department at its request to complete a survey. The purpose of the survey is to enable the Department and vendor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the vendor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the vendor, or the Department may request the survey be completed when the scope of the engagement between the Department and the vendor changes. The vendor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the appropriate authorized data owner or leadership member within the Department.



**New Hampshire Department of Health and Human Services  
Temporary Registered Nurse Staffing Services**

**State of New Hampshire  
Department of Health and Human Services  
Amendment #2 to the  
Temporary Nurse Staffing Services Contract**

This 2nd Amendment to the Temporary Nurse Staffing Services (hereinafter referred to as "Amendment #2") dated this 18th day of September, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and MAS Medical Staffing Corporation (hereinafter referred to as "the Contractor"), a corporation with a place of business at 156 Harvey Road, Londonderry, NH, 03053.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 1, 2016 (Item #14) and subsequently amended on June 21, 2017 (Item #33), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18, and Exhibit C-1 Paragraph 5, the Department reserves the right to renew the Contract for up to two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council; and

WHEREAS, the parties agree to increase the price limitation and extend the completion date.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend the agreement as follows:

1. General Provisions (Form P-37), Block 1.7, to read June 30, 2019.
2. General Provisions (Form P-37), Block 1.8, to increase Price Limitation by \$1,630,000 from \$5,790,000 to \$7,420,000.
3. General Provisions (Form P-37), Block 1.9, to read E. Maria Reinemann., Director of Contracts and Procurement.
4. General Provisions (Form P-37), Block 1.10 to read 603-271-9330.
5. Exhibit B Section 2, Budget Limitation by Facility table to read:

**Budget Limitation by Facility**

Department Facility	Facility Type	SFY 2016	SFY 2017	SFY 18	SFY19
New Hampshire Hospital	Acute Psychiatric	\$500,000	\$4,000,000	\$1,200,000	\$1,000,000
Glenciff Home	Non-Acute Psychiatric	\$0	\$0	\$360,000	\$360,000
	<b>Total</b>	<b>\$500,000</b>	<b>\$4,000,000</b>	<b>\$1,560,000</b>	<b>\$1,360,000</b>



**New Hampshire Department of Health and Human Services**  
**Temporary Registered Nurse Staffing Services**

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

10/30/17  
Date

Lori Shubiette  
Kathia S. Fox Lori Shubiette  
Director Chief Executive Officer

MAS Medical Staffing Corporation

10/5/17  
Date

Jay Hamel, V.P.  
Name:  
Title:

Acknowledgement of Contractor's signature:

State of NH, County of Rockingham on 10/5/17, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Leanne Quatochi  
Signature of Notary Public or Justice of the Peace

Leanne Quatochi, Scheduling Manager  
Name and Title of Notary or Justice of the Peace

My Commission Expires: \_\_\_\_\_





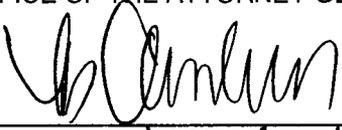
**New Hampshire Department of Health and Human Services**  
**Temporary Registered Nurse Staffing Services**

---

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

OFFICE OF THE ATTORNEY GENERAL

11/1/17  
Date

  
Name: Lindsay Canham  
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

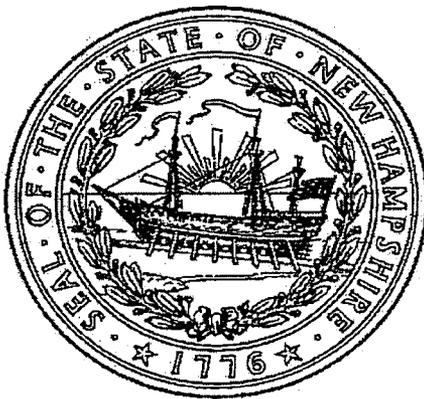
# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that MAS MEDICAL STAFFING CORPORATION is a New Hampshire Profit Corporation registered to transact business in New Hampshire on June 03, 2002. 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: 404991



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 1st day of June A.D. 2017.

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

William M. Gardner  
Secretary of State

# CERTIFICATE OF VOTE

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

1. I am a duly elected Officer of MAS Medical Staffing.  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on 10/4/17:  
(Date)

**RESOLVED:** That the Vice President  
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 5<sup>TH</sup> day of October, 2017.  
(Date Contract Signed)

4. Jay Hamel is the duly elected Vice President  
(Name of Contract Signatory) (Title of Contract Signatory)  
of the Agency.

[Signature]  
(Signature of the Elected Officer)

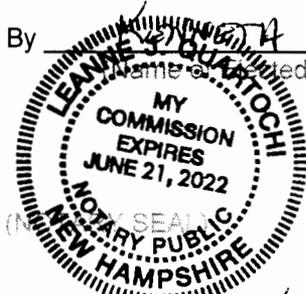
STATE OF NEW HAMPSHIRE

County of Rockingham

The forgoing instrument was acknowledged before me this 5<sup>TH</sup> day of October, 2017.

By Kenneth Johnson  
(Name of Elected Officer of the Agency)

Leanne Quatochi  
(Notary Public/Justice of the Peace)



Commission Expires: 6/21/2022



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/10/2017

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).

<b>PRODUCER</b> Core Benefits Group Inc 2 Village Green Road Suite A-1 Hampstead NH 03841		<b>CONTACT NAME:</b> Laura Hester <b>PHONE (A/C, No. Ext):</b> (603) 329-4933 x27 <b>FAX (A/C, No.):</b> (603) 329-4924 <b>E-MAIL ADDRESS:</b> lhester@mycoreinsurance.com	
<b>INSURED</b> MAS Medical Staffing Corporation 156 Harvey Road Londonderry NH 03053		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Evanston Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

**COVERAGES** CERTIFICATE NUMBER: 2017-2018 CERT REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			SM919414	4/15/2017	4/15/2018	EACH OCCURRENCE \$ 2,000,000
			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
			MED EXP (Any one person) \$ 5,000				
			PERSONAL & ADV INJURY \$ 2,000,000				
			GENERAL AGGREGATE \$ 4,000,000				
			PRODUCTS - COMP/OP AGG \$ 2,000,000				
			\$				
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/>			SM919414	4/15/2017	4/15/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
			BODILY INJURY (Per person) \$				
			BODILY INJURY (Per accident) \$				
			PROPERTY DAMAGE (Per accident) \$				
			\$				
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> OCCUR CLAIMS-MADE DED RETENTION \$			UM800675	4/15/2017	4/15/2018	EACH OCCURRENCE \$ 1,000,000
			AGGREGATE \$ 1,000,000				
			\$				
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> Y <input checked="" type="checkbox"/> N N/A PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Medical Professional E&O			SM919414	4/15/2017	4/15/2018	Each Claim \$2,000,000 \$4,000,000 Agg
A	Professional Liability-E&O			SM919414	4/15/2017	4/15/2018	Each Claim \$2,000,000 \$2,000,000 Agg

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Abuse and Molestation coverage is included in policy SM919414 with \$1,000,000 occurrence limit.

<b>CERTIFICATE HOLDER</b>  State of New Hampshire Department of Health & Human Services 129 Pleasant Street Concord, NH 03301	<b>CANCELLATION</b>  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  Matthew Serodio/LAURA



33 mac



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

Jeffrey A. Meyers  
Commissioner

Katja S. Fox  
Director

129 PLEASANT STREET, CONCORD, NH 03301  
603-271-9422 1-800-852-3345 Ext. 9422  
Fax: 603-271-8431 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

June 1, 2017

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division for Behavioral Health, to amend contracts with MAS Medical Staffing Corporation, 156 Harvey Road, Londonderry NH, 03053 (Vendor #241977), Innovent Global Inc. 1818 S. Australian Avenue, Suite 230 West Palm Beach Florida, 33409 (Vendor #274676), and Circharo Acquisition, LLC, 2 Keewaydin Drive, Salem, NH 03079 (Vendor #158850) to continue to provide temporary nursing staffing services to New Hampshire Hospital and Glenclyff Home by increasing the price limitation by \$1,290,000 from \$4,590,000 to an amount not to exceed \$5,880,000, and by extending the completion date from June 30, 2017 to June 30, 2018, effective July 1, 2017 or upon Governor and Executive Council approval, whichever is later. The price limitation is shared among all contractors and no maximum service volume is guaranteed. The original agreements were approved by Governor and Executive Council on June 1, 2016 (Item #14), November 18, 2016 (Item #19) and December 21, 2016 (Item #23), respectively. Funds are 41% Other Funds (Provider Fees), 27% Federal, and 32% General Funds.

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

**05-95-94-940010-87500000 HEALTH AND SOCIAL SERVICES, DEPARTMENT OF HEALTH AND HUMAN SERVICES, HHS: NEW HAMPSHIRE HOSPITAL, NEW HAMPSHIRE HOSPITAL, ACUTE PSYCHIATRIC SERVICES**

State Fiscal Year	Class /Account	Class Title	Total Amount	Increase /Decrease	Revised Amount
SFY 2016	102-500731	Contracts for Program Services	\$500,000	\$0	\$500,000
SFY 2017	102-500731	Contracts for Program Services	\$4,000,000	\$0	\$4,000,000
SFY 2018	102-500731	Contracts for Program Services	\$0	\$1,200,000	\$1,200,000
		<b>Subtotal</b>	<b>\$4,500,000</b>	<b>\$1,200,000</b>	<b>\$5,700,000</b>

**05-095-91-910010-5710-101-0729 HEALTH AND SOCIAL SERVICES, DEPARTMENT OF HEALTH AND HUMAN SERVICES, HHS: GLENCLIFF HOME, GLENCLIFF PROFESSIONAL, MEDICAL PROVIDERS**

State Fiscal Year	Class /Account	Class Title	Total Amount	Increase/ Decrease	Revised Amount
SFY 2017	101-500729	Medical Payments to Providers	\$ 90,000	\$0	\$90,000
SFY 2018	101-500729	Medical Payments to Providers	\$0	\$90,000	\$90,000
		<b>Subtotal</b>	<b>\$ 90,000</b>	<b>\$90,000</b>	<b>\$180,000</b>
		<b>Total</b>	<b>\$4,590,000</b>	<b>\$1,290,000</b>	<b>\$5,880,000</b>

**EXPLANATION**

Approval of these amendments will allow the Department of Health and Human Services (DHHS) to continue to provide temporary nursing staff for two state facilities that critically need nursing staff: New Hampshire Hospital and Glencliff Home. Through continuation of the three temporary nurse staffing contracts with MAS Medical Staffing Corporation, Innovent Global, Inc, and Circharo Acquisition, LLS, DHHS will secure access to nurses who can provide care to patients who need acute psychiatric services at New Hampshire Hospital, and to Glencliff Home residents who need long-term care services at the nursing home level of care.

The Department issued a Request for Applications to solicit temporary registered nurse staffing service agencies, to provide registered nurse staffing for New Hampshire Hospital on May 17, 2016. The original contract for MAS Medical Staffing Corporation was entered into as a result of that procurement. This agreement, if amended through this request, changes the price limitation to encompass the funding from the contract's inception through SFY 2018, and enables the agency to provide temporary nursing services at the additional location of the Glencliff Home. The two subsequent contracts the Department entered into as a result of the original Request for Applications, with Innovent Global and Circharo Acquisition, included funding for services to be delivered in New Hampshire Hospital and the Glencliff Home. These two contracts began in State Fiscal Year 2017; if this request is approved, the amended agreement price limitations will incorporate funding from inception through SFY 2018. In whole, through these amendments the three staffing agencies will be able to provide services at both locations, based on nurse staffing needs and within each facility's funding limitations, upon Governor and Executive Council approval. No maximum service volume is guaranteed to any one provider.

**New Hampshire Hospital Staffing Challenges**

The demand for acute psychiatric services provided by New Hampshire Hospital continues to exceed the staff resources available, and the difficulty in successfully recruiting nurses is evident by the current vacancy rates in nursing positions (Table 1 below). Through intensive recruitment efforts, the Department has reduced the November 2015 nursing vacancy rate of 30% to the current rate of 15%. As of May 2017, there were 17 nursing vacancies at New Hampshire Hospital, making it necessary for nursing staff to work mandatory overtime. This is expensive and has the potential to negatively impact the quality of care provided by a group of dedicated nurses who already work in a stressful, demanding and dangerous environment.

**Table 1. New Hampshire Hospital Nurse Positions**

Position Classification	Labor Grade	Authorized Number of Positions	Vacant Positions		
			May 2017	November 2016	November 2015
Nursing Director	34	1	1	0	0
Asst. Nursing Director	29	2	0	0	0
Registered Nurse I	19	13	4	4	2
Registered Nurse II	21	16	4	6	12
Registered Nurse III	23	50	1	4	13
Nurse Specialist	25	17	4	6	7
Nursing Coordinator	27	13	2	2	1
Nurse Practitioner	28	3	1	0	0
Licensed Practical Nurse	18	2	0	0	0
<b>Total</b>		<b>117</b>	<b>17</b>	<b>22</b>	<b>35</b>
<b>Vacancy Rate</b>			<b>15%</b>	<b>19%</b>	<b>29.9%</b>

Department efforts to successfully recruit sufficient levels of nursing staff for New Hampshire Hospital include: posting vacancies to the New Hampshire Opportunities List, professional nurses' association websites; publishing the opportunities in trade journals, local and regional newspapers; distributing the opportunities at numerous job fairs throughout the state; advertising on a leased electronic billboard near the New Hampshire Hospital campus; and making the State wage structure for nursing more competitive through a Governor and Executive Council approved salary increase of 15%, which began in January 2016.

**Glenciff Home Nurse Staffing Challenges**

The demand and competitive market for nursing staff similarly impacts the Glenciff Home's ability to successfully meet its nursing staffing needs. However, unlike New Hampshire Hospital, the nursing vacancy rates (Table 2 below) at the Glenciff Home are escalating as the effects of the competitive nursing market are further compounded by the number of staff entering retirement from the facility. In the last year, the Glenciff Home had two (3) nurses retire and has another six (6) nurses (23% of its nursing staff) eligible for retirement in the next three (3) years. As of May 2017, there were 10 nursing vacancies at the Glenciff Home, making it necessary for nursing staff to work mandatory overtime. The continued vacancies have created an increase in overtime requirements for nursing staff. In the last eight (8) months, the Glenciff Home lost four (4) nurses (1 retired, 1 to other State Agencies, 2 left State service for other opportunities). Glenciff's longest open position has been since March 31, 2016.

**Table 2. Glencliff Home Nurse Positions**

Position Classification	Labor Grade	Authorized Number of Positions	Number of Vacant Positions			
			May 2017	November 2016	July 2016	July 2015
Nursing Director	34	1	0	0	0	0
Registered Nurse I-III	19-23	18	6	4	3	2
Licensed Practical Nurse I-II	21	8	3	1	2	0
Nursing Coordinator (Shift)	27	3	1	2	2	0
Nurse Coordinator (Training)	27	1	0	0	0	0
Total		31	10	7	7	2
Vacancy Rate			33.3%	22.6%	22.6%	7.5%

Department efforts to successfully recruit sufficient levels of nursing staff for the Glencliff Home include: posting vacancies to the New Hampshire Opportunities List; advertising in newspapers, trade journals and websites; serving as a Plymouth State University nursing clinical site; and efforts to establish an in house LPN Program. To date, two (2) nursing staff have been placed at Glencliff and 14 have been placed at New Hampshire Hospital, with 10 currently working at the Hospital.

These Amendments include language that provides, notwithstanding any other provision of the Contract to the contrary, that no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennium.

As referenced in Exhibit C-1, Revisions to General Provisions, the Department reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services, and approval by the Governor and Executive Council. The Department is requesting to renew the contracts for one (1) of the two (2) additional years.

Should Governor and Executive Council not approve this request, the Department may be at risk of not being able to adequately staff its New Hampshire Hospital and Glencliff Home facilities, and may be forced to reduce the number of beds available based on available staffing ratios, thus increasing the rate of recidivism and increase the number of state residents on each facility's waitlist. The Department recognizes the shortage of nurses may lead to more vacancies, as nurses continue to take positions at other facilities because of the hours, compensation, and personal safety considerations. Glencliff Home is a long-term care facility of last resort for residents. The facility only accepts applicants who have been rejected by at least two (2) other nursing facilities. Without sufficient nursing staff, access to long-term care by individuals with mental health needs is at risk. For these reasons, approval of temporary nurse staffing agency contracts to support nurse staffing services is critical.

The geographic area to be served is statewide. New Hampshire Hospital, an acute psychiatric services facility, and the Glencliff Home long-term care facility serve all eligible New Hampshire citizens.

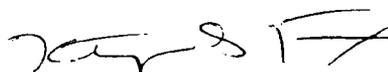
His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 5 of 5

New Hampshire Hospital utilizes 27% Federal Funds from the United States Department of Health and Human Services, Centers for Medicare and Medicaid Services, Medical Assistance Program, Catalog of Federal Domestic Assistance (CFDA) #93.778.

Source of Funds is 41% Other Funds (Provider Fees), 27% Federal Funds, and 32% General Funds.

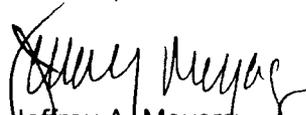
In the event that Federal and Other Funds become no longer available, General Funds will be requested due to the critical nature of the program.

Respectfully submitted,



Katja S. Fox  
Director, Division for Behavioral Health

Approved by:



Jeffrey A. Meyers  
Commissioner



**New Hampshire Department of Health and Human Services  
Temporary Registered Nurse Staffing Services**

---

**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the  
Temporary Registered Nurse Staffing Services Contract**

This 1<sup>st</sup> Amendment to the Temporary Registered Nurse Staffing Services (hereinafter referred to as "Amendment 1") dated this 13<sup>th</sup> day of May, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and MAS Medical Staffing Corporation (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 156 Harvey Road, Londonderry, NH, 03053.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 1, 2016 (Item #14), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18, and Exhibit C-1 Paragraph 5, the Department reserves the right to renew the Contract for up to two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council; and

WHEREAS, the parties agree to extend the completion date of the agreement by one (1) year, and increase the price limitation.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

1. General Provisions (Form P-37), Block 1.7, to read June 30, 2018.
2. General Provisions (Form P-37), Block 1.8, to increase Price Limitation to read: \$5,790,000.
3. General Provisions (Form P-37), Block 1.9, to read Jonathan V. Gallo, Esq., Interim Director of Contracts and Procurement.
4. General Provisions (Form P-37), Block 1.10 to read 603-271-9246.
5. Add to Exhibit A, Section 1.1 to read:
  - 1.1 Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennium.
6. Add Exhibit A-2 Scope of Services Relative to the Provision of Short-term Registered Nurse and/or Licensed practical Nurse Staffing Services (Excluding Acute Psychiatric Facility Staffing).
7. Delete in its entirety Exhibit B Method and Conditions Precedent to Payment and Replace with Exhibit B Amendment #1 Method and Conditions Precedent to Payment.



**New Hampshire Department of Health and Human Services  
Temporary Registered Nurse Staffing Services**

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

6/5/17  
Date

[Signature]  
Katja S. Fox  
Director

MAS Medical Staffing Corporation

6/5/17  
Date

[Signature]  
Name: Stephanie Appleton  
Title: Account Manager

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Rockingham on 6/5/2017, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

[Signature]  
Signature of Notary Public or Justice of the Peace

Terrilee Chicarello  
Name and Title of Notary or Justice of the Peace

My Commission Expires: 06/19/2018





**New Hampshire Department of Health and Human Services**  
**Temporary Registered Nurse Staffing Services**

---

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

OFFICE OF THE ATTORNEY GENERAL

6/5/17  
Date

*Evan McIntyre*  
Name: *Evan McIntyre*  
Title: *Attorney*

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:



Exhibit A-2

**SCOPE OF SERVICES**  
**RELATIVE TO THE PROVISION OF SHORT-TERM REGISTERED NURSE AND/OR**  
**LICENSED PRACTICAL NURSE STAFFING SERVICES**  
**(EXCLUDING ACUTE PSYCHIATRIC FACILITY STAFFING)**

**1. Provisions Applicable to All Services**

The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

**2. Scope of Services**

- 2.1 The purpose of this Agreement is to secure temporary Registered Nurse and/or Licensed Practical Nurse services ("Nurse Staffing Services" or "Nursing Staff") to support one or more New Hampshire Department of Health and Human Services' facilities (the "Department") on a Short-Term deliverables basis.
- 2.2 The Contractor's Short-Term Nurse Staffing Services shall include:
  - 2.2.1 Minimum thirteen (13) weeks ("Minimum Staffing Period") of Nurse Staffing Services without a gap in services for each of the Department's short-term staffing positions secured under this Exhibit A-1;
  - 2.2.2 Whenever practical, replacement Nursing Staff for the remainder of the Minimum Staffing Period in the event the Contractor's Nursing Staff is unable to fulfill his or her Short-Term Nurse Staffing Services due to illness, injury or other unforeseen circumstance; and
  - 2.2.3 The Department's right to accept or decline the Contractor's replacement Nursing Staff described in Section 2.2.2 of this Exhibit A-1.
- 2.3 The Contractor shall provide Nurse Staffing Services as requested and specified by the Department. The Department's specifications may include, but are not limited to:
  - 2.3.1 Applicability of Exhibit A or Exhibit A-1 scope of services for each Nursing Staff assignment;
  - 2.3.2 Type of Nursing Staff support required: Registered Nurse or Licensed Practical Nurse as described in this Exhibit A-1;
  - 2.3.3 Rates and shifts to be worked by Nursing Staff as described in Exhibit B, Table 2 Registered Nurse (RN) Short-Term Rate Schedule or Table 3: Licensed Practical Nurse (LPN) Short-Term Rate Schedule;
  - 2.3.4 Any special staffing skills required or preferred by the Department; and
  - 2.3.5 Billing instructions, including mailing address.
- 2.4 The Contractor shall provide the Department with Nursing Staff who are licensed and qualified to perform duties within their scope of practice, as defined by the Nurse Practice Act of the State of New Hampshire.



Exhibit A-2

- 2.5 The Contractor's Nursing Staff placed with a facility shall receive orientation and training, as appropriate; orientation shall include facility-specific information about infection prevention, client confidentiality, medical records and other documentation practices, as well as safety and emergency protocols, including training about how to recognize and respond safely to patients experiencing psychiatric or other crises.
  - 2.6 The Contractor's Nursing Staff duties shall include physical assessments (excluding psychiatric or admission assessments), medication administration, processing of physician orders, vital signs monitoring, blood glucose testing, treatments and dressing changes; as well as provide verbal and written communications to report related findings.
  - 2.7 The Contractor's Nursing Staff shall work under the supervision of a designated supervisor(s) employed by the Department.
  - 2.8 The Contractor's Nursing Staff shall not supervise, schedule, assign or evaluate performance of other nursing staff or mental health workers; they may, however, delegate simple tasks to direct care paraprofessional staff (e.g., licensed nursing assistant (LNA)) to obtain vital signs or assist a client.
  - 2.9 The Contractor shall be provided with a minimum 24 hour advance notice when Nurse Staffing Services are needed by the Department.
  - 2.10 The Contractor shall receive a minimum two (2) hour verbal and written notification of cancellation of Nursing Staff Services prior to the start of the shift for which the Nursing Staff is scheduled to work.
  - 2.11 The Contractor shall be immediately notified verbally and in writing of the Department's dismissal of Nursing Staff with or without cause, providing in reasonable detail, the reason(s) for dismissal. The Contractor shall be compensated for all hours worked prior to dismissal.
  - 2.12 The Contractor shall be notified of any unexpected incident (e.g., errors, safety hazards, unanticipated injury or death) known to involve its Nursing Staff.
  - 2.13 The Contractor shall attempt to accommodate Department staffing requests for Nursing Staff by name, as applicable.
  - 2.14 The Contractor shall be paid at the rates described in Exhibit B for services provided under this Exhibit A-1, as applicable.
  - 2.15 The Contractor shall pay all wages of the Nursing Staff, including federal and state taxes in accordance with Exhibit B.
- 3. Licensing Requirements**
- 3.1 The Contractor's Nursing Staff performing services under this Agreement must possess valid licenses issued by the New Hampshire Board of Nursing.
  - 3.2 The Contractor's Nursing Staff shall possess CPR certification that meets "Basic Life Support" standards by either the American Heart Association or American Red Cross Association, as required by state law.



Exhibit A-2

---

- 3.3 The Contractor shall possess proof of pre-employment screenings for Nursing Staff to include a physical as applicable by state law, tuberculosis screening, and/or administration of CDC recommended immunizations for health care workers, and ensure Nursing Staff health records are promptly available in the event of an outbreak situation at the facility.
- 3.4 The Contractor shall secure professional references and conduct criminal background checks for Nursing Staff as required by state law.
- 3.5 The Contractor's Nursing Staff shall meet applicable laws, regulations, and/or accreditation standards to be presented to facility administration upon request.



**METHOD AND CONDITIONS PRECEDENT TO PAYMENT**

1. Subject to the Contractor's Compliance with the terms and conditions of this Agreement, the New Hampshire Department of Health and Human Services (the "Department") shall reimburse the Contractor for actual services, including orientation and training, provided by the Contractor's Nursing Staff, as described in Exhibit A and/or Exhibit A-1 and/or Exhibit A-2, Scope of Services, as applicable.
2. This Agreement is one in a series of Agreements tendered to provide Temporary Nurse Staffing Services for one or more Department facilities. No maximum or minimum service volume is guaranteed. Accordingly, the price limitation among all Agreements is identified in Block 1.8 of the P-37, General Provisions of this Agreement for the duration of the Agreement. The budget limitation associated with each Department facility requesting the Contractor's services is defined below:

**Budget Limitation by Facility**

Department Facility	Facility Type	SFY 2016	SFY 2017	SFY 2018
New Hampshire Hospital	Acute Psychiatric	\$500,000	\$4,000,000	\$1,200,000
Glenciff Home	Non-Acute Psychiatric	\$0	\$0	\$90,000
	<b>Total</b>	<b>\$500,000</b>	<b>\$4,000,000</b>	<b>\$1,290,000</b>

3. Notwithstanding anything to the contrary herein, the Contractor agrees that payment under this Agreement may be withheld, in whole or in part, in the event of non-compliance with any federal or state law, rule or regulation applicable to the services provided, or if the said services have not been satisfactorily completed in accordance with the terms and conditions of this Agreement.
4. The Contractor shall have or secure a vendor number with the State of New Hampshire to receive payment.
5. The Contractor shall be reimbursed for providing and delivering the Nurse Staffing Services described in Exhibit A on a Per Diem deliverables basis pursuant to the following rate schedule (Table 1):



Exhibit B Amendment #1

**Table 1: Registered Nurse (RN) Per Diem Rate Schedule**

Id	Shift	Hourly Rate
1	Weekday, 7:00 a.m. – 3:00 p.m.	\$46.00
2	Weekday, 3:00 p.m. – 11:00 p.m.	\$47.00
3	Weekday, 11:00 p.m. – 7:00 a.m.	\$48.00
4	Weekend, 7:00 a.m. – 3:00 p.m.	\$48.00
5	Weekend, 3:00 p.m. – 11:00 p.m.	\$49.00
6	Weekend, 11:00 p.m. – 7:00 a.m.	\$50.00

6. The Contractor shall be reimbursed for providing and delivering Short-Term Nurse Staffing Services for a minimum of thirteen (13) weeks (“Minimum Staffing Period”) as described in Exhibit A and Exhibit A-1 and Exhibit A-2, as applicable, on a deliverables basis pursuant to the following rate schedules (Table 2 and Table 3), as applicable:

**Table 2: Registered Nurse (RN) Short-Term Rate Schedule**

Id	Shift	Hourly Rate
1	Weekday, 7:00 a.m. – 3:00 p.m.	\$56.00
2	Weekday, 3:00 p.m. – 11:00 p.m.	\$57.00
3	Weekday, 11:00 p.m. – 7:00 a.m.	\$58.00
4	Weekend, 7:00 a.m. – 3:00 p.m.	\$58.00
5	Weekend, 3:00 p.m. – 11:00 p.m.	\$59.00
6	Weekend, 11:00 p.m. – 7:00 a.m.	\$60.00



**Table 3: Licensed Practical Nurse (LPN) Short-Term Rate Schedule**

Id	Shift	Hourly Rate
1	Weekday, 7:00 a.m. – 3:00 p.m.	\$40.00
2	Weekday, 3:00 p.m. – 11:00 p.m.	\$41.00
3	Weekday, 11:00 p.m. – 7:00 a.m.	\$42.00
4	Weekend, 7:00 a.m. – 3:00 p.m.	\$42.00
5	Weekend, 3:00 p.m. – 11:00 p.m.	\$43.00
6	Weekend, 11:00 p.m. – 7:00 a.m.	\$44.00

7. Shift rate and holiday differentials shall apply as follows:

- 6.1 Weekend rates start at 3:00 p.m. on Friday and end at 7:00 a.m. on Monday.
- 6.2 Nursing Staff who work holidays will be paid one and one-half (1-1/2) times the rate in the schedules above.
- 6.3 Holiday shifts begin with the 11:00 p.m. - 7:00 a.m. shift on the eve of the following holidays and end with the 3:00 p.m. – 11:00 p.m. shift on the day of the holiday, except for Christmas and New Year's holidays which begin with 3:00 p.m. – 11:00 p.m. shift on the eve of the holiday and end with the 11:00 p.m. – 7:00 a.m. shift on the day of the holiday.

New Year's Eve and Day	Easter Sunday	Labor Day
Martin Luther King Day	Memorial Day	Thanksgiving
President's Day	Independence Day	Christmas Eve and Day

7. Break and meal allowances shall apply as follows:

- 7.1 Each shift includes two (2) paid fifteen (15) minute breaks.
- 7.2 Each shift includes one (1) unpaid thirty (30) minute meal break. The Department reserves the right to offer paid meal breaks.

8. Nursing Staff who work over forty (40) hours in any week will be paid one and one-half (1-1/2) times the rate in the schedules above for all time worked over forty (40) hours.

9. In the event Nursing Staff who has provided services to the Department for less than twenty-six (26) weeks under the terms of this Agreement is recruited, hired, and begins work at the



Exhibit B Amendment #1

facility on a full-time basis, the Department shall pay the Contractor a placement fee of \$2,500.00.

10. In the event the Nursing Staff provided services to the Department for a period of twenty-six (26) weeks or more under the terms of this Agreement is subsequently offered and accepts full-time employment with the Department, no placement fee shall be applicable.

11. Payment for services shall be made as follows:

a. The Contractor shall submit an invoice weekly which identifies services delivered and requests reimbursement for authorized expenses incurred in the prior week.

b. The Contractor shall send invoice(s) to the facility where services are delivered, unless otherwise directed by the Department. Facility mailing addresses include:

*For New Hampshire Hospital services:*  
New Hampshire Hospital  
Office of Financial Services  
36 Clinton Street  
Concord, NH 03301

*For Glencliff Home services:*  
Glencliff Home  
Office of Financial Services  
393 High Street, P.O. Box 76  
Glencliff, NH 03238

c. Subject to the Department's approval of the Contractor's invoice, the State shall make payment within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.

12. The Contractor is accountable to meet the scope of services described in Exhibit A and/or Exhibit A-1 and/or Exhibit A-2, as applicable. Any failure to meet the scope of services may jeopardize the Contractor's future funding. Corrective action remedies may include amendment or termination of the Agreement.

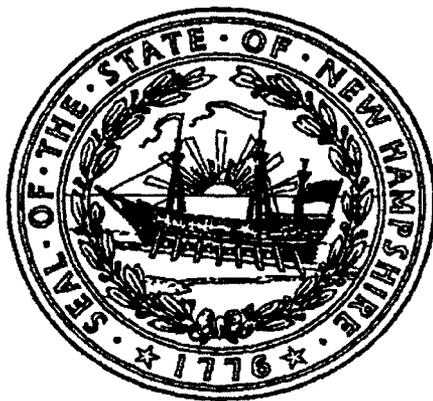
# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that MAS MEDICAL STAFFING CORPORATION is a New Hampshire Profit Corporation registered to transact business in New Hampshire on June 03, 2002. 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: 404991



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 1st day of June A.D. 2017.

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

William M. Gardner  
Secretary of State

**CERTIFICATE OF VOTE**

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

1. I am a duly elected Officer of MAS Medical Staffing.  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on 6/5/17:  
(Date)

**RESOLVED:** That the Account Manager  
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 5 day of June, 2017.  
(Date Contract Signed)

4. Stephanie Appeton is the duly elected Account Manager  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Monique Miller  
(Signature of the Elected Officer)

STATE OF New Hampshire

County of Rockingham

The forgoing instrument was acknowledged before me this 5th day of June, 2017.

By Monique Miller  
(Name of Elected Officer of the Agency)

Terrilee Chicarello  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 06/19/2018





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/31/2017

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).

<b>PRODUCER</b> Core Benefits Group Inc 2 Village Green Road Suite A-1 Hampstead NH 03841	<b>CONTACT NAME:</b> Laura Hester <b>PHONE (A/C, No, Ext):</b> (603) 329-4933 x27 <b>FAX (A/C, No):</b> (603) 329-4924 <b>E-MAIL ADDRESS:</b> lhester@mycoreinsurance.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Evanston Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Evanston Insurance Company		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:
INSURER(S) AFFORDING COVERAGE	NAIC #													
INSURER A: Evanston Insurance Company														
INSURER B:														
INSURER C:														
INSURER D:														
INSURER E:														
INSURER F:														
<b>INSURED</b> MAS Medical Staffing Corporation 156 Harvey Road Londonderry NH 03053														

**COVERAGES**                      **CERTIFICATE NUMBER: 2017-2018 CERT**                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			SM919414	4/15/2017	4/15/2018	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			SM919414	4/15/2017	4/15/2018	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> OCCUR <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$			UM800675	4/15/2017	4/15/2018	EACH OCCURRENCE	\$ 1,000,000
							AGGREGATE	\$ 1,000,000
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Medical Professional E&O			SM919414	4/15/2017	4/15/2018	Each Claim \$2,000,000	\$4,000,000 Agg
A	Professional Liability-E&O			SM919414	4/15/2017	4/15/2018	Each Claim \$2,000,000	\$2,000,000 Agg

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

Abuse and Molestation coverage is included in policy SM919414 with \$1,000,000 occurrence limit.

**CERTIFICATE HOLDER****CANCELLATION**

State of New Hampshire Department of Health & Human Services 129 Pleasant Street Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  Matthew Serodio/LAURA
---	--

© 1988-2014 ACORD CORPORATION. All rights reserved.

Client#: 220331

MASMEDIC

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/06/2017

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: Marsh & McLennan Agency, 100 Front Street, Suite 800, Worcester, MA 01608. CONTACT NAME: Marsh & McLennan Agency, PHONE (A/C, No, Ext): 888-850-9400, FAX (A/C, No): 866-795-8016. INSURER(S) AFFORDING COVERAGE: Sentry Insurance Mutual, NAIC #: 24988. INSURED: MAS Medical Staffing Corporation, 156 Harvey Road, Londonderry, NH 03053.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR/LTR, TYPE OF INSURANCE, ADDL INSR, SUBR, WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes sections for Commercial General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation and Employers' Liability.

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

Evidence of Insurance.

CERTIFICATE HOLDER CANCELLATION

Certificate Holder: State of New Hampshire, Dept. of Health and Human Services, 129 Pleasant Street, Concord, NH 03301. Cancellation: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: Jerry Anderson

© 1988-2014 ACORD CORPORATION. All rights reserved.



6-1-16

14  
MAC

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

Jeffrey A. Meyers  
Commissioner

Robert J. MacLeod  
Chief Executive Officer

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

May 18, 2016

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, New Hampshire Hospital, to establish and expand the list of Temporary Registered Nurse Staffing Service Agencies contracted to provide the Hospital with New Hampshire licensed registered nurses. No maximum client or service volume is guaranteed. The first of the Agreements is listed below. Accordingly, the cumulative price limitation for all Agreements is \$4,500,000, allocated as \$500,000 for State Fiscal Year 2016 and \$4,000,000 for State Fiscal Year 2017, and effective the date of Governor and Executive Council approval through June 30, 2017.

VENDOR	LOCATION
MAS Medical Staffing Corporation	Londonderry, NH

Funds are available in State Fiscal Year 2016 and 2017, with the ability to adjust amounts between state fiscal years without further approval from Governor and Executive Council, if needed and justified.

**05-95-94-940010-87500000 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: NEW HAMPSHIRE HOSPITAL, NEW HAMPSHIRE HOSPITAL, ACUTE PSYCHIATRIC SERVICES**

Fiscal Year	Class/Account	Class Title	Total Amount
SFY2016	102-500731	Contracts for Program Services	\$500,000
SFY 2017	102-500731	Contracts for Program Services	\$4,000,000
		<b>Total</b>	<b>\$4,500,000</b>

**EXPLANATION**

This requested action is for approval of the first in a series of Temporary Registered Nurse Staffing Agency Agreements that will allow New Hampshire Hospital to hire temporary registered nurses to support the Acute Psychiatric Services facility. These Agreements are necessary to backfill vacant nursing positions at New Hampshire Hospital because it has been unable to hire full time nurses

despite significant recruitment activities. The Department anticipates that additional Agreements will be presented at upcoming Governor and Executive Council meetings as other temporary registered nurse staffing agencies contract with the Department.

The demand for acute psychiatric services provided by New Hampshire Hospital continues to exceed the staff resources available. The acuity level of patients admitted continues to rise, as they are required to wait in community, hospital emergency departments for the specialized services New Hampshire Hospital provides. New Hampshire Hospital has had extreme difficulty recruiting nurses, as can be seen by the current vacancy rates in nursing positions (Table 1 below). In November 2014, 10% of nursing positions were vacant. One year later 30% of nursing positions were vacant, and at present the vacancy rate is 20%. The problem is exacerbated by the fact that New Hampshire Hospital is recruiting an additional twelve nurses to staff the new Inpatient Stabilization Unit (ISU) authorized in the SFY16/17 biennium. New Hampshire Hospital has the following positions requiring licensure as a registered nurse currently budgeted in the Institutional Nurse (N130) pay scale and the corresponding vacancy rate comparing milestone dates to current.

Position Classification	Labor Grade	Authorized Positions	Vacant Positions		
			April 2016	November 2015	November 2014
Nursing Director	34	1	0	0	0
Asst. Nursing Director	29	2	0	0	0
Registered Nurse I	19	13	6	2	5
Registered Nurse II	21	16	5	12	2
Registered Nurse III	23	50	7	13	1
Nurse Specialist	25	17	3	7	1
Nursing Coordinator	27	13	2	1	1
Nurse Practitioner	28	3	0	0	0
Lic. Practical Nurse	18	2	0	0	0
<b>Total</b>		<b>117</b>	<b>23</b>	<b>35</b>	<b>10</b>
<b>Vacancy Rate</b>			<b>19.7%</b>	<b>29.9%</b>	<b>10.4%</b>

Although construction of the 10-bed ISU is complete, it remains unopened because New Hampshire Hospital has been unable to recruit and hire the twelve additional nursing staff, authorized in the current budget cycle, that are necessary to provide patient care. As of April 2016, there were twenty-three (23) nursing vacancies at New Hampshire Hospital as shown above. These vacancies have created a crisis in staffing that has made it necessary to require every New Hampshire Hospital registered nurse to work a minimum of eight hours of mandatory overtime per two week pay period, in addition to their regular hours. In order to open the ISU the mandated overtime would need to increase to a minimum of 12 hours overtime per pay period. This is expensive and more troubling; it has the potential to negatively impact the quality of care provided by a group of dedicated nurses who already work in a stressful, demanding and dangerous environment. Despite efforts to recruit new nurses, only twenty-five (25) nurses were hired over the past two years. During that time, forty (40) nurses left their jobs at New Hampshire Hospital. Hiring and retention challenges are not unique to New Hampshire Hospital.

Growing demand for healthcare services from an aging population, coupled with an aging nursing workforce has created a significant nursing shortage not only in New Hampshire but across the

United States. The American Association of Colleges of Nursing (AACN) notes that a combination of more people from the baby boomer generation living longer, the advancing age of registered nurses heading for retirement and fewer seats available in nursing school classrooms underlies the nursing shortage in the U.S. This experience is exacerbated by the fact that "employers must engage creative recruitment strategies to attract and maintain qualified nurses, particularly registered nurses, where job growth is expected to rise by twenty-six (26) percent by 2020, according to the U.S. Bureau of Labor Statistics." Schools of nursing have been unable to train enough new nurses to keep pace with the growing shortage due to a lack of adequate faculty, facilities and clinical placement sites. It is projected that there will be approximately seventy-seven hundred (7,700) job openings for registered nurses in New Hampshire by 2020. Psychiatric nursing will not fare well during this crisis, as it is a specialty that is generally not preferred and one that is often feared because of the stigma associated with mental illness. Psychiatric nursing only attracts 4% of nurses because it requires specialized knowledge, sophisticated communication ability, complex problem solving skills, and hazardous working conditions.

Registered nurses searching for jobs in southern New Hampshire today will find numerous opportunities. Other hospitals in the Concord area, as well as statewide, are offering basic compensation that is 10%-17% higher for experienced nurses than the pay scale for institutional nurses afforded by the state classification system. Some hospitals have hired nurse recruiters into full-time positions. Hospitals are also offering sign-on bonuses and/or tuition assistance and student loan payments in an effort to fill and retain staffing. Such creative recruitment strategies are not available as enticements to work at New Hampshire Hospital.

As a result of vacancies and in anticipation of the opening of the ISU, the Hospital began recruiting for nursing positions in March 2015. Solicitations for vacant position have been posted to the NH Opportunities List, professional nurses' association websites, published in trade journals, local and regional newspapers, distributed at numerous job fairs throughout the state and displayed on a leased electronic billboard near the New Hampshire Hospital campus. Though these avenues have attracted a few worthy candidates, the wage structure offered by the state was found to be a competitive disadvantage. At the request of the Department, the Administrative Services granted authority to increase nursing salaries by 15% in January 2016. And while this widely publicized wage enhancement has helped to recruit a few more nurses, there are still not enough to meet current patient care needs as area hospitals increased their wage structure during the same time frame.

The current shortage of nurses is unprecedented in recent times, and requires that we take action that goes beyond traditional recruiting and staffing strategies. Staffing agencies may provide the relief that New Hampshire Hospital needs to continue to operate at current capacity and open the ISU. The Department has met with the New Hampshire Hospital Labor Management Committee to explain the need for this contract and offered staff the opportunity to schedule extra hours prior to securing contracted staff for shift coverage.

Longer term staffing for the ISU is expected to be accommodated either through direct staffing hires or with clinical services available through the Physician Clinical and Administrative Services RFP-2017-OCOM-01-PHYSI.

If this request is not approved, the shortage of nurses will lead to more vacancies, as nurses continue to take positions at other hospitals because of the hours, compensation and personal safety considerations. New Hampshire Hospital will not only continue to be unable to open the ISU, but it may also become necessary to reduce the number of existing beds in order to maintain safe nursing practices and keep patients safe while under New Hampshire Hospital's care. For these reasons,

approval of temporary registered nurse staffing agency contracts to support temporary registered nurse staffing services is critical.

A Request for Applications was posted on the Department of Health and Human Services' web site on May 17, 2016 to solicit temporary registered nurse staffing service agencies to provide registered nurse staffing for New Hampshire Hospital. An email was sent to seven (7) known temporary registered nurse staffing service agencies on May 5, 2016 to solicit their interest in providing temporary registered nurse staffing for the New Hampshire Hospital. To date, five (5) agencies, one (1) included in this request package, have expressed interest in contracting with the Department, and others may follow suit.

As referenced in the Request for Application and in Exhibit C-1, Revisions to General Provisions, each Agreement has the option to extend for two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

Should Governor and Council not approve this request; the Department will be unable to adequately staff the hospital and may be forced to reduce the number of beds available based on available staffing ratios, thus increasing the rate of recidivism and an increased number for citizen's on the waitlist.

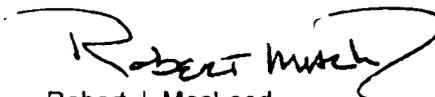
The Department reserves the right to renew the Contract for up to two additional years, subject to the continued availability of funds, satisfactory performance of services, and approval by the Governor and Executive Council.

The geographic area to be served is New Hampshire Hospital Acute Psychiatric Services facility.

Source of Funds: 28% Federal Funds from the United States Department of Health and Human Services, Centers for Medicare and Medicaid Services, Medical Assistance Program, Catalog of Federal Domestic Assistance (CFDA) #93.778, 32% General Funds, and 40% Other Funds (Provider Fees).

In the event that Federal and Other Funds become no longer available, General Funds will be requested due to the critical nature of the program.

Respectfully submitted,



Robert J. MacLeod  
Chief/Executive Officer

Approved by:



Jeffrey A. Meyers  
Commissioner

Subject: Temporary Registered Nurse Staffing Services (SS-2016-NHH-03-TEMPO-01)

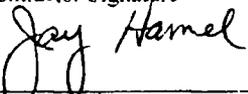
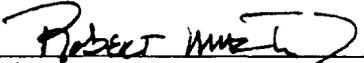
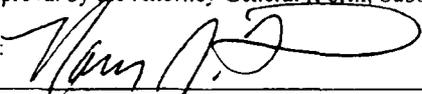
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Health and Human Services New Hampshire Hospital		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name MAS Medical Staffing Corporation		1.4 Contractor Address 156 Harvey Road Londonderry, NH 03053	
1.5 Contractor Phone Number 603-296-0950	1.6 Account Number 094-9400-8750-102	1.7 Completion Date 6/30/2017	1.8 Price Limitation \$4,500,000
1.9 Contracting Officer for State Agency Eric B. Borrin, Director		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory JAY HAMEL, VICE PRESIDENT	
1.13 Acknowledgement: State of <u>NH</u> . County of <u>Hillsborough</u> On <u>MAY 12<sup>th</sup>, 2016</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;">                     [Seal]  </div> <div style="text-align: right;"> <b>LEANNE J. QUARTOCHI, Notary Public</b>                      My Commission Expires July 11, 2017                 </div> </div>			
1.13.2 Name and Title of Notary or Justice of the Peace Leanne Quartochi Senior Staffing Coordinator			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Robert J. MacLeod, CEO	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>5/18/2016</u>			
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.

Contractor Initials   JH    
Date   5/24/16



**SCOPE OF SERVICES**

**1. Provisions Applicable to All Services**

The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

**2. Scope of Services**

- 2.1 The purpose of this Agreement is to secure temporary, contracted Registered Nurse staffing ("Temporary Staffing Services") to support the NH Department of Health and Human Services, New Hampshire Hospital.
- 2.2 The Contractor shall provide Temporary Staffing Services of Registered Nurses ("Registered Nurse Professionals") to New Hampshire Hospital.
- 2.3 The Contractor shall provide Registered Nurse Professionals for Temporary Staffing Services as requested by New Hampshire Hospital.
- 2.4 The Contractor shall provide New Hampshire Hospital with Registered Nurse Professionals (psychiatric experience preferred) who are licensed and qualified to perform duties within their scope of practice, as defined by the Nurse Practice Act of the State of New Hampshire.
- 2.5 The Contractor's Registered Nurse Professionals placed with the facility shall receive approximately eight (8) hours of orientation and training by New Hampshire Hospital staff; orientation shall include hospital-specific information about infection prevention, client confidentiality, medical records and other documentation practices, as well as safety and emergency protocols, including "Cues to Crisis" training about how to recognize and respond safely to patients who may be experiencing psychiatric crises.
- 2.6 The Contractor's Registered Nurse Professionals' duties shall include physical assessments (excluding psychiatric or admission assessments), medication administration, processing of physician orders, vital signs monitoring, blood glucose testing, treatments and dressing changes; as well as provide verbal and written communications to report related findings.
- 2.7 The Contractor's Registered Nurse Professionals shall work under the supervision of a New Hampshire Hospital employed unit charge nurse and shift supervisor.
- 2.8 The Contractor's Registered Nurse Professionals shall not supervise, schedule, assign or evaluate performance of other nursing Professionals or mental health workers; they may, however, delegate simple tasks to unlicensed direct care Professionals (e.g., direct a mental health worker to obtain vital signs or assist a client).
- 2.9 The Contractor's Registered Nurse Professionals shall not lead coordination during psychiatric emergencies, and shall not have authority to declare a



Exhibit A

Personal Safety Emergency as defined under He-M 305, nor authorize the use of restraint or seclusion.

- 2.10 The Contractor shall be provided with a minimum 24 hour advance notice when Temporary Staffing Services are needed by New Hampshire Hospital.
- 2.11 The Contractor shall receive a minimum two (2) hour verbal and written notification of cancellation of Temporary Staffing Services prior to the start of the shift for which the Registered Nurse Professional is scheduled to work.
- 2.12 The Contractor shall be immediately notified verbally and in writing of New Hampshire Hospital's dismissal of a Registered Nurse Professional with or without cause providing in reasonable detail the reason(s) for dismissal. The Contractor shall be compensated for all hours worked prior to dismissal.
- 2.13 The Contractor shall be notified of any unexpected incident known to involve a Registered Nurse Professional (e.g., errors, safety hazards, unanticipated injury or death).
- 2.14 The Contractor shall attempt to accommodate staffing requests for specific individual Registered Nurse Professionals, as identified by New Hampshire Hospital.
- 2.15 The Contractor shall pay all wages of the Registered Nurse Professionals, including federal and state taxes in accordance with Exhibit B.

**3. Licensing Requirements**

- 3.1 The Contractor's Registered Nurse Professionals performing services under this Agreement must possess valid licenses issued by the New Hampshire Board of Nursing.
- 3.2 The Contractor's Registered Nurse Professionals shall possess CPR certification, as required by state law.
- 3.3 The Contractor's Registered Nurse Professionals shall possess proof of pre-employment screening to include a physical as applicable by state law, TB skin test, professional references, criminal background check(s), and drug screening as applicable.
- 3.4 The Contractor's Registered Nurse Professionals shall meet applicable laws, regulations, and/or accreditation standards to be presented to facility administration upon request.

**4. Entire Agreement**

The following documents are incorporated by reference into this Agreement and they constitute the entire Agreement between the State and the Contractor. General Provisions (P-37), Exhibit A Scope of Services, Exhibit A-1 Supplemental Scope of Services for Short-Term Registered Nurse Staffing Services, Exhibit B Methods and Conditions Precedent to Payment, Exhibit C Special Provisions, Exhibit C-1 Revisions to General Provisions, Exhibit D Certification Regarding Drug-Free Workplace, Exhibit E Certification Regarding Lobbying, Exhibit F Certification Regarding Debarment.



Exhibit A

---

Suspension and Other Responsibility Matters, Exhibit G Certification Regarding Environmental Tobacco Smoke, Exhibit I Health Insurance Portability Accountability Act Business Associate Agreement, Exhibit J Certification Regarding the Federal Funding Accountability and Transparency Act Compliance, and Exhibit K New Hampshire Hospital Contract for the Provision of Temporary Registered Nurse Staffing Services. In the event of any conflict or contradiction between or among the Agreement Documents, the documents shall control in the above order of precedence.



---

**SUPPLEMENTAL SCOPE OF SERVICES**  
**FOR SHORT-TERM REGISTERED NURSE STAFFING SERVICES**

**1. Purpose**

The purpose of this Supplemental Scope of Services is to address Short-Term Temporary Staffing Services contracted for a minimum thirteen (13) week period ("Staffing Period").

**2. Scope of Services**

- 2.1 The Contractor's Short-Term Temporary Staffing Services shall be for a minimum thirteen (13) week period ("Staffing Period"), and any extension thereof, staffed by one Registered Nurse Professional without a gap in delivered services for the Staffing Period.
  - 2.1.1 In the event a Registered Nurse Professional is unable to fulfill Short-Term Temporary Staffing Services for the Staffing Period due to illness, injury or other unforeseen circumstance, the Contractor shall provide replacement staffing for the remainder of the Staffing Period.
  - 2.1.2 In the event the Contractor is unable to fulfill replacement staffing described in Section 2.1.1, the Contractor shall provide alternative solutions, verbally and in writing, to New Hampshire Hospital who may at its discretion choose to accept the Contractor's alternative staffing solution.
- 2.2 In the event New Hampshire Hospital wishes to employ Short-Term Temporary Staffing Services for a minimum thirteen (13) week period, the Contractor shall be notified in advance by New Hampshire Hospital.
- 2.3 The Contractor shall be paid at the rates described in Exhibit B, Table 2: Short-Term Rate Schedule, for services provided under this Exhibit A-1.
- 2.4 All provisions of Exhibit A are incorporated into this Exhibit A-1.



**METHOD AND CONDITIONS PRECEDENT TO PAYMENT**

1. Subject to the Contractor's Compliance with the terms and conditions of this Agreement, the New Hampshire Department of Health and Human Services, New Hampshire Hospital shall reimburse the Contractor for actual services provided by the Contractor's Registered Nurse Professionals.
2. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions of this Agreement, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
3. Notwithstanding anything to the contrary herein, the Contractor agrees that payment under this Agreement may be withheld, in whole or in part, in the event of non-compliance with any federal or state law, rule or regulation applicable to the services provided, or if the said services have not been satisfactorily completed in accordance with the terms and conditions of this Agreement.
4. The Contractor shall be reimbursed for providing and delivering the Temporary Staffing Services described in Exhibit A, Scope of Services, on a per diem deliverables basis pursuant to the following rate schedule (Table 1):

**Table 1: Per Diem Rate Schedule**

Id	Shift	Hourly Rate
1	Weekday, 7:00 a.m. – 3:00 p.m.	\$46.00
2	Weekday, 3:00 p.m. – 11:00 p.m.	\$47.00
3	Weekday, 11:00 p.m. – 7:00 a.m.	\$48.00
4	Weekend, 7:00 a.m. – 3:00 p.m.	\$48.00
5	Weekend, 3:00 p.m. – 11:00 p.m.	\$49.00
6	Weekend, 11:00 p.m. – 7:00 a.m.	\$50.00

5. The Contractor shall be reimbursed for providing and delivering Short-Term Temporary Staffing Services for a minimum of thirteen (13) weeks, and any extension thereof, as described in Exhibit A-1, Scope of Services Supplement for Short-Term Registered Nurse Staffing Services, on a deliverables basis pursuant to the following rate schedule (Table 2):



Exhibit B

Table 2: Short-Term Rate Schedule

Id	Shift	Hourly Rate
1	Weekday, 7:00 a.m. – 3:00 p.m.	\$56.00
2	Weekday, 3:00 p.m. – 11:00 p.m.	\$57.00
3	Weekday, 11:00 p.m. – 7:00 a.m.	\$58.00
4	Weekend, 7:00 a.m. – 3:00 p.m.	\$58.00
5	Weekend, 3:00 p.m. – 11:00 p.m.	\$59.00
6	Weekend, 11:00 p.m. – 7:00 a.m.	\$60.00

6. Shift rate and holiday differentials shall apply as follows:

6.1 Weekend rates start at 3:00 p.m. on Friday and end at 7:00 a.m. on Monday.

6.2 Registered Nurse Professionals who work holidays will be paid one and one-half (1-1/2) times the rate in the schedules above. Holiday shifts begin with the 11:00 p.m. - 7:00 a.m. shift on the eve of the following holidays and end with the 3:00 p.m. - 11:00 p.m. shift on the day of the holiday, except for Christmas and New Year's holidays which begin with 3:00 p.m. - 11:00 p.m. shift on the eve of the holiday and end with the 11:00 p.m. - 7:00 a.m. shift on the day of the holiday.

New Year's Eve and Day	Easter Sunday	Labor Day
Martin Luther King Day	Memorial Day	Thanksgiving
President's Day	Independence Day	Christmas Eve and Day

7. Break and meal allowances shall apply as follows:

7.1 Each shift includes two (2) paid fifteen (15) minute breaks.

7.2 Each shift includes one (1) unpaid thirty (30) minute meal break.

8. Registered Nurse Professionals who work over forty (40) hours in any week will be paid one and one-half (1-1/2) times the rate in the schedule above for hours worked over forty (40) hours.

9. In the event a Registered Nurse Professional who has provided services at New Hampshire Hospital for less than 26 weeks under the terms of Exhibit A-1 is recruited, hired, and begins



Exhibit B

---

work at the facility on a full-time basis, New Hampshire Hospital will pay the Contractor a placement fee of \$2,500.00.

10. In the event the Registered Nurse Professional provided services to New Hampshire Hospital for a period of 26 weeks or more and is subsequently offered and accepts full-time employment with New Hampshire Hospital, no placement fee shall be applicable.
11. Payment for services shall be made as follows: The Contractor shall submit an invoice weekly, which identifies and requests reimbursement for authorized expenses incurred in the prior week. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.

The invoice must be sent to:

New Hampshire Hospital  
Office of Financial Services  
36 Clinton Street  
Concord, NH 03301

12. The Contractor is accountable to meet the scope of services described in Exhibit A and/or Exhibit A-1, as applicable. Any failure to meet the scope of services may jeopardize the Contractor's future funding. Corrective action remedies may include amendment or termination of the Agreement.



SPECIAL PROVISIONS

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

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



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

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

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



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

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



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

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

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

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L 112-239) and FAR 3.908.
- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.  
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
  - 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
  - 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
  - 19.3. Monitor the subcontractor's performance on an ongoing basis



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

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

#### DEFINITIONS

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

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

**DEPARTMENT:** NH Department of Health and Human Services.

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

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

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

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

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

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



Exhibit C-1

**REVISIONS TO GENERAL PROVISIONS**

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  4. **CONDITIONAL NATURE OF AGREEMENT.**  
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
  
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
  
3. Subparagraph 14.1.1 of the General Provisions of this contract, Insurance, is deleted and the following subparagraph is added:
  - 14.1.1 Comprehensive general liability 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 professional liability coverage in the amount of \$1,000,000 per occurrence and \$3,000,000 aggregate.
  
4. Subparagraph 9 opening paragraph of Exhibit C, Special Provisions, of this contract, Audit, is deleted and the following paragraph is added:

*JH*  
5/10/16

**New Hampshire Department of Health and Human Services  
Temporary Registered Nurse Staffing Services  
(SS-2016-NHH-03-TEMPO-01)**



**Exhibit C-1**

---

9. Audit: Contractor shall submit an annual audit prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits to the Department within 120 days after the close of the agency fiscal year only in cases where the Contractor's total annual Federal Funds received is greater than the limit (as updated annually) in the Circular.
  
5. The Department reserves the right to renew the Contract for up to two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

*MA*  
*5/2/16*



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

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

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

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

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

JH  
5/12/14

New Hampshire Department of Health and Human Services  
Exhibit D



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

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

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

Contractor Name:

5/12/16  
Date

Jay Hamel, VP  
Name:  
Title:



**CERTIFICATION REGARDING LOBBYING**

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name:

5/12/16  
Date

Jay Hamel VP  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

JH  
Date 5/12/16



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

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

**INSTRUCTIONS FOR CERTIFICATION**

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

*[Handwritten Signature]*  
*[Handwritten Date: 5/12/16]*



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

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

**PRIMARY COVERED TRANSACTIONS**

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

**LOWER TIER COVERED TRANSACTIONS**

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

Contractor Name:

5/12/16  
Date

Jay Hemel VP  
Name  
Title



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

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

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

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

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

Exhibit G

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

Contractor Initials

*[Signature]*

5/12/14

New Hampshire Department of Health and Human Services  
Exhibit G



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

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

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

Contractor Name:

5/18/16  
Date

Jay Hamel VP  
Name:  
Title:

Exhibit G

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

Contractor Initials

JH



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

5/12/16  
Date

Jay Horned VP  
Name:  
Title:



Exhibit I

**HEALTH INSURANCE PORTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

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

(1) **Definitions.**

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

*JH*

5/12/14



Exhibit I

- i. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - i. For the proper management and administration of the Business Associate;
  - ii. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - iii. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

*[Signature]*  
5/10/16



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

**(3) Obligations and Activities of Business Associate.**

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
  - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - o The unauthorized person used the protected health information or to whom the disclosure was made;
  - o Whether the protected health information was actually acquired or viewed
  - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

*JA*  
5/10/16



Exhibit I

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

**(4) Obligations of Covered Entity**

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

**(5) Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

**(6) Miscellaneous**

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



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

The State

Signature of Authorized Representative

Name of Authorized Representative

Title of Authorized Representative

Date

THAS MEDICAL STAFFING  
Name of the Contractor

Signature of Authorized Representative

Name of Authorized Representative

Title of Authorized Representative

Date

Robert MacLeod  
ROBERT J. MACLEOD  
CEO  
5-12-16

Jay Hamel  
JAY HAMEL  
VICE PRESIDENT  
5/12/16



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY  
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
  - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
  - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

5/12/16  
Date

Jay Hamel VP  
Name  
Title:



FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 943473988
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

X NO \_\_\_\_\_ YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

\_\_\_\_\_ NO \_\_\_\_\_ YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____



**NEW HAMPSHIRE HOSPITAL CONTRACT FOR  
PROVISION OF TEMPORARY REGISTERED NURSE STAFFING SERVICES**

**1. Purpose**

For purposes of this Exhibit K, the term "Contractor" implies the Registered Nurse Professional(s) retained under this Agreement.

**2. Provisions Applicable to All Services**

- 2.1. The Contractor will abide the State of New Hampshire, federal, and Joint Commission Standards on confidentiality of patient information and to his/her professional code of ethics.
- 2.2. The Contractor will accept responsibility to maintain current health records for all employees. Such records shall contain, at a minimum, verification of TST screening or symptom review screening.
- 2.3. The Contractor will comply with the New Hampshire Hospital's zero tolerance policy regarding the use of alcoholic beverages, unauthorized prescription medications, excessive over-the-counter medications and controlled substances on the campus. Violation of this policy will not be tolerated and may result in the immediate termination of this contract.
- 2.4. The Contractor will comply with New Hampshire Hospital's commitment to the maintenance of a work environment that is safe and free of threat for all employees, patients, students, volunteers, contractors, consultants and visitors. Violence or threats of violence will not be tolerated. All instances of such behavior will be investigated and if necessary prosecuted to the full extent of the law.
- 2.5. The Contractor will comply with Department's policy, Sexual Harassment in the Workplace and the State of New Hampshire Policy on Sexual Harassment. All allegations of sexual harassment or retaliation will be promptly and thoroughly investigated.
- 2.6. The Contractor will be trained in fire and emergency procedures. In case of fire or other emergency, the Contractor will be instructed in the appropriate response and must follow the approved procedures.
- 2.7. The Contractor will comply with the New Hampshire Hospital's policy on professional/ workplace boundaries to provide a safe and therapeutic environment for patients. A boundary is a limit or margin that describes the way in which one interacts and/or communicates with patients. Professional boundaries are the spaces between staff power and patient vulnerability. Establishing boundaries allows staff to control this power differential providing a



Exhibit K

safe connection to meet patient needs. Failure to maintain a boundary by becoming overly involved in a manner that has potential to compromise patient care is a violation of this policy. Boundary violations may be emotional, physical, spiritual, financial or sexual in nature and may be brief, extended, intentional or accidental. Behaviors that can be considered boundary violations include, but are not limited to:

- 2.7.1. Disclosure of personal information i.e. phone number, details of marital status, family issues, job or disciplinary actions
- 2.7.2. Seeking of social relationships including after discharge
- 2.7.3. Giving or receiving personal gifts
- 2.7.4. Initiating personal correspondence
- 2.7.5. Inappropriate touching
- 2.7.6. Sexual relationship
- 2.8. The Contractor will interact with patients with dignity and respect within a continuum of professional behavior having boundaries that support a return to health. Additionally, professionals are expected to maintain the necessary workplace behaviors and attitudes required by the ethical standards of their professional discipline.
- 2.9. The Contractor will provide each patient at New Hampshire Hospital a right to confidentiality and privacy of their clinical record. That right extends to the fact of their hospitalization. Information about a patient may be shared among Hospital staff members only insofar as it is necessary for the patient's treatment or in the course of professional education. Under no other circumstances may information be shared except with the informed consent of the patient or a person authorized to give consent in the patient's behalf. In accordance with the Hospital confidentiality policy, authorized volunteers, students and trainees and consultants are considered members of the Hospital staff.
- 2.10. The Contractor is under equal obligation to treat as confidential any information they may acquire, by any means, about a patient or former patient. Any breach of confidentiality is a serious offense and grounds termination of this Agreement.
- 2.11. The Contractor has read, understands, and agrees to abide by the provisions and obligations contained in this Exhibit K, and also understands that the policies on these matters are available from New Hampshire Hospital supervisors.

GA  
5/10/16



**New Hampshire Department of Health and Human Services  
Temporary Nurse Staffing Services**

**State of New Hampshire  
Department of Health and Human Services  
Amendment #2 to the  
Temporary Nurse Staffing Services Contract**

This 2nd Amendment to the Temporary Nurse Staffing Services (hereinafter referred to as "Amendment #2") dated this 18th day of September, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Innovent Global, Inc. (hereinafter referred to as "the Contractor"), a corporation with a place of business at 1818 S. Australian Avenue, Suite 230, West Palm Beach, FL 33409.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on November 18, 2016 (Item #19) and subsequently amended on June 21, 2017 (Item #33), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18, and Exhibit C-1 Paragraph 4, the Department reserves the right to renew the Contract for up to two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council; and

WHEREAS, the parties agree to increase the price limitation;

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend the agreement to amend as follows:

1. General Provisions (Form P-37), Block 1.7, to read June 30, 2019.
2. General Provisions (Form P-37), Block 1.8, to increase Price Limitation by \$1,630,000 from \$5,380,000 to \$7,010,000.
3. General Provisions (Form P-37), Block 1.9, to read E. Maria Reinemann., Director of Contracts and Procurement.
4. General Provisions (Form P-37), Block 1.10 to read 603-271-9330.
5. Exhibit B Section 2, Budget Limitation by Facility table to read:

**Budget Limitation by Facility**

<b>Department Facility</b>	<b>Facility Type</b>	<b>SFY 2017</b>	<b>SFY 18</b>	<b>SFY19</b>
New Hampshire Hospital	Acute Psychiatric	\$4,000,000	\$1,200,000	\$1,000,000
Glenclyff Home	Non-Acute Psychiatric	\$90,000	\$360,000	\$360,000
	<b>Total</b>	<b>\$4,090,000</b>	<b>\$1,560,000</b>	<b>\$1,360,000</b>



**New Hampshire Department of Health and Human Services**  
**Temporary Nurse Staffing Services**

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

10/30/17  
Date

Lori Shubnette  
~~Katja S. Fox~~ Lori Shubnette  
Director Chief Executive Officer

Innovent Global, Inc.

10/11/17  
Date

[Signature]  
Name: Kimberly K. Fortuna  
Title: Operations Administrator

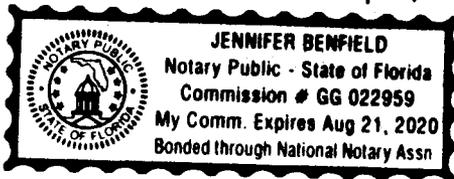
**Acknowledgement of Contractor's signature:**

State of Florida, County of Palm Beach on 10/11/17, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Jennifer Benfield  
Signature of Notary Public or Justice of the Peace

Jennifer Benfield, Credentialing Specialist.  
Name and Title of Notary or Justice of the Peace

My Commission Expires: 8/21/2020



**New Hampshire Department of Health and Human Services**  
**Temporary Nurse Staffing Services**



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

OFFICE OF THE ATTORNEY GENERAL

Date 11/1/17

  
Name: Lindsay Cournoyer  
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

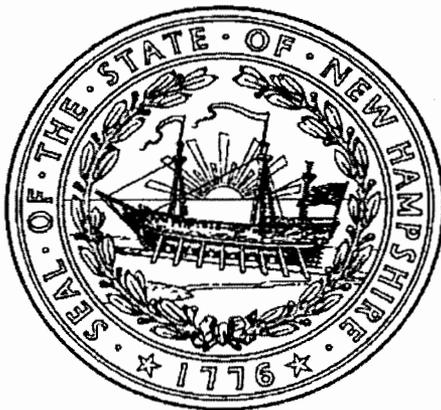
# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that INNOVENT GLOBAL, INC. is a Florida Profit Corporation registered to transact business in New Hampshire on May 10, 2016. 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: 744017



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 19th day of May A.D. 2017.

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

William M. Gardner  
Secretary of State

# *State of Florida*

## *Department of State*

I certify from the records of this office that INNOVENT GLOBAL, INC. is a corporation organized under the laws of the State of Florida, filed on February 14, 2013.

The document number of this corporation is P13000015090.

I further certify that said corporation has paid all fees due this office through December 31, 2017, that its most recent annual report/uniform business report was filed on February 10, 2017, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Sixth day of June, 2017*



*Ken Detjmer*  
**Secretary of State**

Tracking Number: CU7223191729

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

# CERTIFICATE OF VOTE

I, Ray Galvez, do hereby certify that:  
(Name of the elected Officer of the Agency, cannot be contract signatory)

1. I am a duly elected Officer of Innovent Global, Inc  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on 10/9/17:  
(Date)

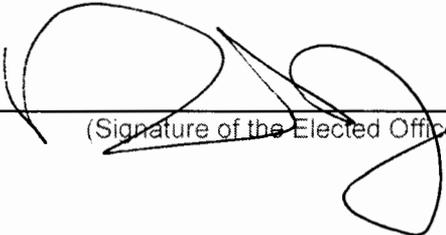
**RESOLVED:** That the Operations Administrator  
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 11th day of October, 2017.  
(Date Contract Signed)

4. Kimberly Fortuna is the duly elected Operations Administrator  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

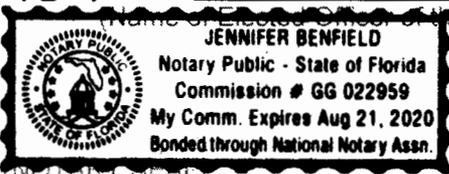
  
(Signature of the Elected Officer)

STATE OF FLORIDA

County of Palm Beach

The forgoing instrument was acknowledged before me this 11th day of October, 2017,

By Ray Galvez  
(Name of Elected Officer of the Agency)



  
(Notary Public/Justice of the Peace)

Commission Expires: 8/21/2020



33 mac



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

Jeffrey A. Meyers  
Commissioner

Katja S. Fox  
Director

129 PLEASANT STREET, CONCORD, NH 03301  
603-271-9422 1-800-852-3345 Ext. 9422  
Fax: 603-271-8431 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

June 1, 2017

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division for Behavioral Health, to amend contracts with MAS Medical Staffing Corporation, 156 Harvey Road, Londonderry NH, 03053 (Vendor #241977), Innovent Global Inc. 1818 S. Australian Avenue, Suite 230 West Palm Beach Florida, 33409 (Vendor #274676), and Circharo Acquisition, LLC, 2 Keewaydin Drive, Salem, NH 03079 (Vendor #158850) to continue to provide temporary nursing staffing services to New Hampshire Hospital and Glenclyff Home by increasing the price limitation by \$1,290,000 from \$4,590,000 to an amount not to exceed \$5,880,000, and by extending the completion date from June 30, 2017 to June 30, 2018, effective July 1, 2017 or upon Governor and Executive Council approval, whichever is later. The price limitation is shared among all contractors and no maximum service volume is guaranteed. The original agreements were approved by Governor and Executive Council on June 1, 2016 (Item #14), November 18, 2016 (Item #19) and December 21, 2016 (Item #23), respectively. Funds are 41% Other Funds (Provider Fees), 27% Federal, and 32% General Funds.

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

**05-95-94-940010-87500000 HEALTH AND SOCIAL SERVICES, DEPARTMENT OF HEALTH AND HUMAN SERVICES, HHS: NEW HAMPSHIRE HOSPITAL, NEW HAMPSHIRE HOSPITAL, ACUTE PSYCHIATRIC SERVICES**

State Fiscal Year	Class /Account	Class Title	Total Amount	Increase /Decrease	Revised Amount
SFY 2016	102-500731	Contracts for Program Services	\$500,000	\$0	\$500,000
SFY 2017	102-500731	Contracts for Program Services	\$4,000,000	\$0	\$4,000,000
SFY 2018	102-500731	Contracts for Program Services	\$0	\$1,200,000	\$1,200,000
		<b>Subtotal</b>	<b>\$4,500,000</b>	<b>\$1,200,000</b>	<b>\$5,700,000</b>

**05-095-91-910010-5710-101-0729 HEALTH AND SOCIAL SERVICES, DEPARTMENT OF HEALTH AND HUMAN SERVICES, HHS: GLENCLIFF HOME, GLENCLIFF PROFESSIONAL, MEDICAL PROVIDERS**

State Fiscal Year	Class /Account	Class Title	Total Amount	Increase/ Decrease	Revised Amount
SFY 2017	101-500729	Medical Payments to Providers	\$ 90,000	\$0	\$90,000
SFY 2018	101-500729	Medical Payments to Providers	\$0	\$90,000	\$90,000
		<b>Subtotal</b>	<b>\$ 90,000</b>	<b>\$90,000</b>	<b>\$180,000</b>
		<b>Total</b>	<b>\$4,590,000</b>	<b>\$1,290,000</b>	<b>\$5,880,000</b>

**EXPLANATION**

Approval of these amendments will allow the Department of Health and Human Services (DHHS) to continue to provide temporary nursing staff for two state facilities that critically need nursing staff: New Hampshire Hospital and Glencliff Home. Through continuation of the three temporary nurse staffing contracts with MAS Medical Staffing Corporation, Innovent Global, Inc, and Circharo Acquisition, LLS, DHHS will secure access to nurses who can provide care to patients who need acute psychiatric services at New Hampshire Hospital, and to Glencliff Home residents who need long-term care services at the nursing home level of care.

The Department issued a Request for Applications to solicit temporary registered nurse staffing service agencies, to provide registered nurse staffing for New Hampshire Hospital on May 17, 2016. The original contract for MAS Medical Staffing Corporation was entered into as a result of that procurement. This agreement, if amended through this request, changes the price limitation to encompass the funding from the contract's inception through SFY 2018, and enables the agency to provide temporary nursing services at the additional location of the Glencliff Home. The two subsequent contracts the Department entered into as a result of the original Request for Applications, with Innovent Global and Circharo Acquisition, included funding for services to be delivered in New Hampshire Hospital and the Glencliff Home. These two contracts began in State Fiscal Year 2017; if this request is approved, the amended agreement price limitations will incorporate funding from inception through SFY 2018. In whole, through these amendments the three staffing agencies will be able to provide services at both locations, based on nurse staffing needs and within each facility's funding limitations, upon Governor and Executive Council approval. No maximum service volume is guaranteed to any one provider.

**New Hampshire Hospital Staffing Challenges**

The demand for acute psychiatric services provided by New Hampshire Hospital continues to exceed the staff resources available, and the difficulty in successfully recruiting nurses is evident by the current vacancy rates in nursing positions (Table 1 below). Through intensive recruitment efforts, the Department has reduced the November 2015 nursing vacancy rate of 30% to the current rate of 15%. As of May 2017, there were 17 nursing vacancies at New Hampshire Hospital, making it necessary for nursing staff to work mandatory overtime. This is expensive and has the potential to negatively impact the quality of care provided by a group of dedicated nurses who already work in a stressful, demanding and dangerous environment.

**Table 1. New Hampshire Hospital Nurse Positions**

Position Classification	Labor Grade	Authorized Number of Positions	Vacant Positions		
			May 2017	November 2016	November 2015
Nursing Director	34	1	1	0	0
Asst. Nursing Director	29	2	0	0	0
Registered Nurse I	19	13	4	4	2
Registered Nurse II	21	16	4	6	12
Registered Nurse III	23	50	1	4	13
Nurse Specialist	25	17	4	6	7
Nursing Coordinator	27	13	2	2	1
Nurse Practitioner	28	3	1	0	0
Licensed Practical Nurse	18	2	0	0	0
<b>Total</b>		<b>117</b>	<b>17</b>	<b>22</b>	<b>35</b>
<b>Vacancy Rate</b>			<b>15%</b>	<b>19%</b>	<b>29.9%</b>

Department efforts to successfully recruit sufficient levels of nursing staff for New Hampshire Hospital include: posting vacancies to the New Hampshire Opportunities List, professional nurses' association websites; publishing the opportunities in trade journals, local and regional newspapers; distributing the opportunities at numerous job fairs throughout the state; advertising on a leased electronic billboard near the New Hampshire Hospital campus; and making the State wage structure for nursing more competitive through a Governor and Executive Council approved salary increase of 15%, which began in January 2016.

**Glenclyff Home Nurse Staffing Challenges**

The demand and competitive market for nursing staff similarly impacts the Glenclyff Home's ability to successfully meet its nursing staffing needs. However, unlike New Hampshire Hospital, the nursing vacancy rates (Table 2 below) at the Glenclyff Home are escalating as the effects of the competitive nursing market are further compounded by the number of staff entering retirement from the facility. In the last year, the Glenclyff Home had two (3) nurses retire and has another six (6) nurses (23% of its nursing staff) eligible for retirement in the next three (3) years. As of May 2017, there were 10 nursing vacancies at the Glenclyff Home, making it necessary for nursing staff to work mandatory overtime. The continued vacancies have created an increase in overtime requirements for nursing staff. In the last eight (8) months, the Glenclyff Home lost four (4) nurses (1 retired, 1 to other State Agencies, 2 left State service for other opportunities). Glenclyff's longest open position has been since March 31, 2016.

**Table 2. Glencliff Home Nurse Positions**

Position Classification	Labor Grade	Authorized Number of Positions	Number of Vacant Positions			
			May 2017	November 2016	July 2016	July 2015
Nursing Director	34	1	0	0	0	0
Registered Nurse I-III	19-23	18	6	4	3	2
Licensed Practical Nurse I-II	21	8	3	1	2	0
Nursing Coordinator (Shift)	27	3	1	2	2	0
Nurse Coordinator (Training)	27	1	0	0	0	0
Total		31	10	7	7	2
Vacancy Rate			33.3%	22.6%	22.6%	7.5%

Department efforts to successfully recruit sufficient levels of nursing staff for the Glencliff Home include: posting vacancies to the New Hampshire Opportunities List; advertising in newspapers, trade journals and websites; serving as a Plymouth State University nursing clinical site; and efforts to establish an in house LPN Program. To date, two (2) nursing staff have been placed at Glencliff and 14 have been placed at New Hampshire Hospital, with 10 currently working at the Hospital.

These Amendments include language that provides, notwithstanding any other provision of the Contract to the contrary, that no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennium.

As referenced in Exhibit C-1, Revisions to General Provisions, the Department reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services, and approval by the Governor and Executive Council. The Department is requesting to renew the contracts for one (1) of the two (2) additional years.

Should Governor and Executive Council not approve this request, the Department may be at risk of not being able to adequately staff its New Hampshire Hospital and Glencliff Home facilities, and may be forced to reduce the number of beds available based on available staffing ratios, thus increasing the rate of recidivism and increase the number of state residents on each facility's waitlist. The Department recognizes the shortage of nurses may lead to more vacancies, as nurses continue to take positions at other facilities because of the hours, compensation, and personal safety considerations. Glencliff Home is a long-term care facility of last resort for residents. The facility only accepts applicants who have been rejected by at least two (2) other nursing facilities. Without sufficient nursing staff, access to long-term care by individuals with mental health needs is at risk. For these reasons, approval of temporary nurse staffing agency contracts to support nurse staffing services is critical.

The geographic area to be served is statewide. New Hampshire Hospital, an acute psychiatric services facility, and the Glencliff Home long-term care facility serve all eligible New Hampshire citizens.

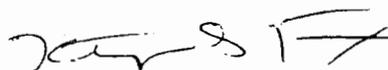
His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 5 of 5

New Hampshire Hospital utilizes 27% Federal Funds from the United States Department of Health and Human Services, Centers for Medicare and Medicaid Services, Medical Assistance Program, Catalog of Federal Domestic Assistance (CFDA) #93.778.

Source of Funds is 41% Other Funds (Provider Fees), 27% Federal Funds, and 32% General Funds.

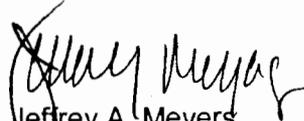
In the event that Federal and Other Funds become no longer available, General Funds will be requested due to the critical nature of the program.

Respectfully submitted,



Katja S. Fox  
Director, Division for Behavioral Health

Approved by:



Jeffrey A. Meyers  
Commissioner



**New Hampshire Department of Health and Human Services  
Temporary Nurse Staffing Services**

**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the  
Temporary Registered Nurse Staffing Services Contract**

This 1<sup>st</sup> Amendment to the Temporary Registered Nurse Staffing Services (hereinafter referred to as "Amendment 1") dated this 13<sup>th</sup> day of May, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Innovent Global, Inc. (hereinafter referred to as "the Contractor"), a corporation with a place of business at 1818 S. Australian Avenue, Suite 230, West Palm Beach, FL 33409.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on November 18, 2016 (Item #19), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18, and Exhibit C-1 Paragraph 4, the Department reserves the right to renew the Contract for up to two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council; and

WHEREAS, the parties agree to extend the completion date of the agreement by one (1) year, and increase the price limitation.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

1. General Provisions (Form P-37), Block 1.7, to read June 30, 2018.
2. General Provisions (Form P-37), Block 1.8, to increase Price Limitation to read: \$5,380,000.
3. General Provisions (Form P-37), Block 1.9, to read Jonathan V. Gallo, Esq., Interim Director of Contracts and Procurement.
4. General Provisions (Form P-37), Block 1.10 to read 603-271-9246.
5. Add to Exhibit A, Section 1.1 to read:
  - 1.1 Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennium.
6. Exhibit B Section 2, Budget Limitation by Facility to read:

**Budget Limitation by Facility**

Department Facility	Facility Type	SFY 2017	SFY 18
New Hampshire Hospital	Acute Psychiatric	\$4,000,000	\$1,200,000
Glenclyff Home	Non-Acute Psychiatric	\$90,000	\$90,000
	<b>Total</b>	<b>\$4,090,000</b>	<b>\$1,290,000</b>

New Hampshire Department of Health and Human Services  
Temporary Nurse Staffing Services



This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

5/30/17  
Date

[Signature]  
Katja S. Fox  
Director

5/17/17  
Date

Innovent Global, Inc.  
[Signature]  
Name: Ray Galvez  
Title: Branch Manager

Acknowledgement of Contractor's signature:

State of Florida, County of Palm Beach on 5/17/17, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

[Signature]  
Signature of Notary Public or Justice of the Peace

Jennifer Benfield, Credentialing Specialist  
Name and Title of Notary or Justice of the Peace



My Commission Expires: 8/21/2020

**New Hampshire Department of Health and Human Services  
Temporary Nurse Staffing Services**



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

OFFICE OF THE ATTORNEY GENERAL

6/5/17  
Date

[Signature]  
Name: John J. Conforti  
Title: Asst. Atty. Gen.

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

# 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 INNOVENT GLOBAL, INC. is a Florida Profit Corporation registered to transact business in New Hampshire on May 10, 2016. 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: 744017



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 19th day of May A.D. 2017.

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

William M. Gardner  
Secretary of State

# *State of Florida*

## *Department of State*

I certify from the records of this office that INNOVENT GLOBAL, INC. is a corporation organized under the laws of the State of Florida, filed on February 14, 2013.

The document number of this corporation is P13000015090.

I further certify that said corporation has paid all fees due this office through December 31, 2017, that its most recent annual report/uniform business report was filed on February 10, 2017, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Tenth day of February, 2017*



*Ken Detjen*  
**Secretary of State**

Tracking Number: CC2000803370

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

# CERTIFICATE OF VOTE

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

1. I am a duly elected Officer of Innovent Global, Inc  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of  
the Agency duly held on 5/17/17:  
(Date)

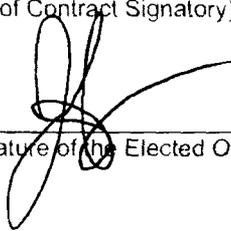
**RESOLVED:** That the Branch Manager  
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to  
execute any and all documents, agreements and other instruments, and any amendments, revisions,  
or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of  
the 17th day of May, 2017.  
(Date Contract Signed)

4. Ray Galvez is the duly elected Branch Manger  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

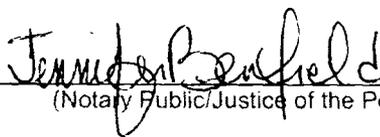
  
\_\_\_\_\_  
(Signature of the Elected Officer)

STATE OF Florida

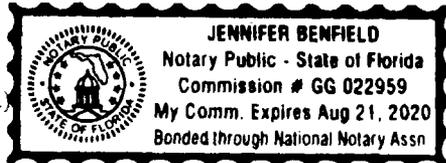
County of Palm Beach

The forgoing instrument was acknowledged before me this 17th day of May, 2017,

By John Fay  
(Name of Elected Officer of the Agency)

  
\_\_\_\_\_  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)



Commission Expires: 8/21/2020



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/1/2016

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).

<b>PRODUCER</b> Spiris, Inc. DBA Simpleasure PO Box 6248  Lafayette IN 47903	<b>CONTACT NAME:</b> David Hutchison <b>PHONE (A/C, No, Ext):</b> (765) 449-7500 <b>E-MAIL ADDRESS:</b> daveh@simpleasure.com <b>FAX (A/C, No):</b> (800) 860-2470													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Zurich American</td> <td></td> </tr> <tr> <td>INSURER B: Wesco Insurance Co</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Zurich American		INSURER B: Wesco Insurance Co		INSURER C:		INSURER D:		INSURER E:		INSURER F:
INSURER(S) AFFORDING COVERAGE	NAIC #													
INSURER A: Zurich American														
INSURER B: Wesco Insurance Co														
INSURER C:														
INSURER D:														
INSURER E:														
INSURER F:														
<b>INSURED</b> Innovent Global Inc. 1818 S Australian Ave STE 230 West Palm Beach FL 33409														

**COVERAGES**

CERTIFICATE NUMBER: CL168105251

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: Crime			PRA5908646-03	6/28/2016	6/28/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 100,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 Crime \$ 100,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/>			PRA5908646-03	6/28/2016	6/28/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$			UMB6513273-02	6/28/2016	6/28/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N/A			WVC3224705 & WVC1014883	8/1/2016	8/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	<b>Staffing Professional Liability</b>			PRA5908646-03	6/28/2016	6/28/2017	Aggregate \$5,000,000 Per Occurrence \$3,000,000

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

**CERTIFICATE HOLDER****CANCELLATION**

State of New Hampshire  
 Department of Health and Human Services  
 129 Pleasant Street  
 Concord, NH 03301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

David Hutchison/TER1

© 1988-2014 ACORD CORPORATION. All rights reserved.



Jeffrey A. Meyers  
Commissioner

Katja S. Fox  
Director

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

129 PLEASANT STREET, CONCORD, NH 03301  
603-271-9422 1-800-852-3345 Ext. 9422  
Fax: 603-271-8431 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

October 11, 2016

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into an Agreement with Innovent Global, Inc., 1818 S. Australian Avenue, Suite 230, West Palm Beach, Florida 33409 (Vendor # TBD), in an amount not to exceed \$4,090,000, to expand the availability of temporary nurse staffing services to New Hampshire Hospital and Glencliff Home, effective upon Governor and Executive Council approval through June 30, 2017. Funds are 41% Other Funds (Provider Fees), 27% Federal, and 32% General Funds.

Funds are available in the following account for State Fiscal Year 2017, with authority to adjust amounts between State Fiscal Years through the Budget Office, without further approval from Governor and Executive Council, if needed and justified.

**05-95-94-940010-87500000 HEALTH AND SOCIAL SERVICES, DEPARTMENT OF HEALTH AND HUMAN SERVICES, HHS: NEW HAMPSHIRE HOSPITAL, NEW HAMPSHIRE HOSPITAL, ACUTE PSYCHIATRIC SERVICES**

Fiscal Year	Class/Account	Class Title	Total Amount
SFY 2017	102-500731	Contracts for Program Services	\$4,000,000
		<b>Subtotal</b>	<b>\$4,000,000</b>

**05-095-94-910010-5710-101-0729 HEALTH AND SOCIAL SERVICES, DEPARTMENT OF HEALTH AND HUMAN SERVICES, HHS: GLENCLIFF HOME, GLENCLIFF PROFESSIONAL, MEDICAL PROVIDERS**

Fiscal Year	Class/Account	Class Title	Total Amount
SFY 2017	101-500729	Medical Payments to Providers	\$ 90,000
		<b>Subtotal</b>	<b>\$ 90,000</b>
		<b>Total</b>	<b>\$4,090,000</b>

001905-13027

11-18-16 19 mac

### **EXPLANATION**

This requested action will help ensure the continued provision of nurse staffing services at New Hampshire Department of Health and Human Services facilities, including New Hampshire Hospital and Glenclyff Home, Acute Psychiatric Service and Long-Term Care Service facilities, respectively. On June 1, 2016 (Item #14), the Governor and Executive Council approved the Department's initial request to establish a list of Temporary Nurse Staffing Agencies with the ability to expand the list as other agencies become known. Through this request, the Department seeks to contract with an additional agency to cast as wide a net as possible so that adequate nursing staff are available to provide services at the Department's 24-hour, 7 days-a-week institutions. This package includes the addition of a new vendor, Innovent Global, Inc. and for the first time, includes the Glenclyff Home which under this proposed Agreement allows the facility to begin to utilize temporary nurse staffing services to fill coverage gaps until hired full-time staff is secured. Both facilities have been unable to hire full-time nurses despite significant recruitment efforts. With nurses a limited resource in New Hampshire and across the nation, the addition of multiple nurse staffing vendors increases the likelihood of retaining nurse staffing services as much as practical. Price limitations for each Department facility seeking Temporary Nurse Staffing Agency services are described above.

This request adds one (1) new vendor to the Department's list of Temporary Nurse Staffing Agencies which currently includes one (1) other vendor, and extends temporary nurse staffing services to Glenclyff Home. No maximum client or service volume is guaranteed.

The Department anticipates that additional Agreements may be presented at upcoming Governor and Executive Council meetings as other temporary nurse staffing agencies contract with the Department. The Department considers the staffing agencies to be a temporary solution to fulfill the immediate need as it works toward a more permanent recruitment and retention strategy.

#### **New Hampshire Hospital Staffing Challenges**

The demand for acute psychiatric services provided by New Hampshire Hospital continues to exceed the staff resources available. The acuity level of patients admitted continues to rise, as they are required to wait in community hospital emergency departments for the specialized services New Hampshire Hospital provides. New Hampshire Hospital has had extreme difficulty recruiting nurses, as can be seen by the current vacancy rates in nursing positions (Table 1 below). In November 2014, 10% of nursing positions were vacant. One year later 30% of nursing positions were vacant, and at present the vacancy rate is 20%. The problem was exacerbated when New Hampshire Hospital opened its new Inpatient Stabilization Unit (ISU) authorized in the SFY16/17 biennium. New Hampshire Hospital has the following positions requiring licensure as a registered nurse currently budgeted in the Institutional Nurse (N130) pay scale and the corresponding vacancy rate comparing milestone dates to current.

**Table 1. New Hampshire Hospital Nurse Positions**

Position Classification	Labor Grade	Authorized Number of Positions	Vacant Positions		
			August 2016	November 2015	November 2014
Nursing Director	34	1	0	0	0
Asst. Nursing Director	29	2	0	0	0
Registered Nurse I	19	13	2	2	5
Registered Nurse II	21	16	5	12	2
Registered Nurse III	23	50	1	13	1
Nurse Specialist	25	17	5	7	1
Nursing Coordinator	27	13	2	1	1
Nurse Practitioner	28	3	1	0	0
Licensed Practical Nurse	18	2	0	0	0
<b>Total</b>		<b>117</b>	<b>16</b>	<b>35</b>	<b>10</b>
<b>Vacancy Rate</b>			<b>13.7%</b>	<b>29.9%</b>	<b>10.4%</b>

New Hampshire Hospital continues to have difficulty in recruiting and hiring the six (6) additional nursing staff, authorized in the current budget cycle, that are needed. As of August 2016, there were sixteen (16) nursing vacancies at New Hampshire Hospital as shown above. Presently, the nurses that have been hired are in orientation. This situation has made it necessary to require every New Hampshire Hospital registered nurse to work a minimum of eight (8) hours of mandatory overtime per two week pay period, in addition to their regular hours. This is expensive and has the potential to negatively impact the quality of care provided by a group of dedicated nurses who already work in a stressful, demanding and dangerous environment.

Growing demand for healthcare services from an aging population, coupled with an aging nursing workforce has created a significant nursing shortage not only in New Hampshire but across the United States. The American Association of Colleges of Nursing (AACN) notes that a combination of more people from the baby boomer generation living longer, the advancing age of registered nurses heading for retirement and fewer seats available in nursing school classrooms underlies the nursing shortage in the U.S. This experience is exacerbated by the fact that "employers must engage creative recruitment strategies to attract and maintain qualified nurses, particularly registered nurses, where job growth is expected to rise by twenty-six percent (26%) by 2020, according to the U.S. Bureau of Labor Statistics." Schools of nursing have been unable to train enough new nurses to keep pace with the growing shortage due to a lack of adequate faculty, facilities and clinical placement sites. It is projected that there will be approximately seventy-seven hundred (7,700) job openings for registered nurses in New Hampshire by 2020. Psychiatric nursing will not fare well during this crisis, as it is a specialty that is generally not preferred and one that is often feared because of the stigma associated with mental illness. Psychiatric nursing only attracts 4% of nurses because it requires specialized knowledge, sophisticated communication ability, complex problem solving skills, and hazardous working conditions.

Registered nurses searching for jobs in southern New Hampshire today will find numerous opportunities. Other hospitals in the Concord area, as well as statewide, are offering basic compensation that is 10%-17% higher for experienced nurses than the pay scale for institutional nurses afforded by the state classification system. Some hospitals have hired nurse recruiters into full-time positions. Hospitals are also offering sign-on bonuses and/or tuition assistance and student loan payments in an effort to fill and retain staffing. Such creative recruitment strategies are not available as enticements to work at New Hampshire Hospital.

Solicitations for vacant position have been posted to the New Hampshire Opportunities List, professional nurses' association websites, published in trade journals, local and regional newspapers, distributed at numerous job fairs throughout the state and displayed on a leased electronic billboard near the New Hampshire Hospital campus. Though these avenues have attracted a few worthy candidates, the wage structure offered by the state was found to be a competitive disadvantage. At the request of the Department, the Governor and Executive Council approved an increase to nursing salaries by fifteen percent (15%) in January 2016. This widely publicized wage enhancement has helped to recruit a few more nurses; however, there are still not enough to meet current patient care needs as area hospitals increased their wage structure during the first quarter of 2016. The Department of Health and Human Services will continue its efforts to recruit and hire staff nurses.

#### **Glenclyff Home Nurse Staffing Challenges**

Glenclyff Home has been included in this contract because the facility has been experiencing increased difficulty filling and retaining nursing positions in the current labor market as can be seen by the current vacancy rates in nursing positions in Table 2 below. The local and State unemployment has remained under 4 percent (4%) over the past year, and was at a 16-year-low of 2.6 percent (2.6%) in March according to Business NH magazine, which indicates the economy is at full employment.

Consequently, employers, including Glenclyff Home, are pursuing "passive" candidates for vacant positions. Passive candidates are employees who are not actively seeking employment, making recruitment difficult and a lengthy process. Adding to the vacancy rate concerns, State employed nursing staff are increasingly eligible for retirement. Recently, Glenclyff Home had two (2) nurses retire and has another seven (7) nurses (23% of its nursing staff) eligible for retirement in the next three (3) years.

**Table 2. Glenclyff Home Nurse Positions**

Position Classification	Labor Grade	Authorized Number of Positions	Vacant Positions	
			July 2016 # Vacant	July 2015 # Vacant
Nursing Director	34	1	0	0
Registered Nurse I-III	19-23	18	3	2
Licensed Practical Nurse I-II	21	8	2	0
Nursing Coordinator (Shift)	27	3	2	0
Nurse Coordinator (Training)	27	1	0	0
Total		31	7	2
Vacancy Rate			22.6%	7.5%

Table 2 illustrates the trend and the increase in the vacancy rate at Glenclyff Home. There are currently seven (7) nursing vacancies in the N130 pay scale at Glenclyff Home as shown above. The vacancies have created an increase in overtime requirements for nursing staff. In the last three months in which Glenclyff Home lost four (4) nurses (2 retired, 1 State Agency, 1 Other Facility), the overtime use has more than doubled. Of the remaining three vacancies, two have been vacant for a year, and one has been vacant for four months. This increase in overtime use is despite creative staffing solutions, such as increasing the use of Medication Nursing Assistants (MNAs). Knowing the nursing shortage was eminent; Glenclyff Home provided an in-house course to increase our number of MNAs from 8 to 12.

Many factors contribute to Glenclyff Home ability to effectively compete in the nursing labor market. First and foremost, State salaries are not competitive with area employers. Glenclyff Home is significantly low in compensation for Registered Nurses, especially any nurse with experience (12-15% below State average). While Glenclyff Home appears comparable in compensation for licensed practical nurses (LPNs), LPNs are growing scarce as most nursing educational institutions no longer offer LPN programs.

The opportunity for development and education is another area that makes it difficult for Glenclyff Home to recruit nursing staff. In the past, the State provided tuition benefits to employees, an excellent recruitment tool to attract and retain nurses who wanted to continue their education. Particularly for those nurses who desired to earn a bachelor's degree or advance their certification from LPN to registered nurse. Not only do other employers provide tuition benefits, but more are offering educational loan repayments. Grafton County Nursing Home, a nearby nursing facility, recently added such a program to their recruitment strategy.

The Economic and Labor Market Information Bureau is projecting the growth rate of job openings to be 19 percent (19%) for registered nurses and 24 percent (24%) for licensed practical nurses. If the projections are realized, the demand for nurses will create even more competition between healthcare providers. In fact, Medicare's Nursing Home Compare website reflects twenty-two (22) Nursing Homes within the vicinity of Glenclyff Home. Also competing for nursing staff in the area are three (3) hospitals, including Dartmouth-Hitchcock Medical Center, a well-respected teaching facility.

Also complicating nurse staffing recruitment is reluctance of nursing staff prospects to seek employment at Glenclyff Home which delivers services within an industry often stigmatized by mental health stereotypes, prejudice, and discrimination. When it comes to staffing recruitment, many nurses are hesitant to apply for employment due to the perceived difficulty about working with individuals with mental health behaviors.

Glenclyff Home will continue its recruitment efforts, which include local, state and nationwide advertising in newspapers, trade journal and websites, and will continue to serve as a Plymouth State University nursing clinical site. If this request is not approved, the shortage of nurses will lead to more vacancies as nurses retire and continue to take positions at other healthcare facilities. As positions take longer to fill and more positions become vacant, the increased workload on existing employees will have a detrimental effect on the quality of care, as well as increase the likelihood of additional staff turnover. The use of agency nurses will alleviate some of the negative impacts of the high vacancy rate and continued use of Over Time.

Seven (7) Temporary Nurse Staffing Agencies were emailed on May 5, 2016 to solicit their interest in providing temporary nurse staffing for the New Hampshire Hospital. More recently, each agency was solicited to also provide services for Glenclyff Home. To date, three (3) agencies, including the agency in this request package, have expressed interest in contracting with the Department to provide temporary nurse staffing services. Other nurse staffing agencies may follow suit.

As referenced in Exhibit C-1, Revisions to General Provisions, the Department reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services, and approval by the Governor and Executive Council.

Should Governor and Executive Council not approve this request, the Department may be at risk of not being able to adequately staff its New Hampshire Hospital and Glenclyff Home facilities, and may be forced to reduce the number of beds available based on available staffing ratios, thus increasing the rate of recidivism and increase the number of state residents on each facility's waitlist. The Department recognizes the shortage of nurses may lead to more vacancies, as nurses continue to take positions at other facilities because of the hours, compensation, and personal safety considerations. Glenclyff Home is a long-term care facility of last resort for residents. The facility only accepts applicants who have been rejected by at least two other nursing facilities. Without sufficient nursing staff, access to long-term care by individuals with mental health needs is at risk. For these reasons, approval of Temporary Nurse Staffing Agency contracts to support nurse staffing services is critical.

The geographic area to be served is statewide. Both New Hampshire Hospital, an acute psychiatric services facility, and the Glenclyff Home long-term care facility serve all eligible New Hampshire citizens.

New Hampshire Hospital utilizes 27% Federal Funds from the United States Department of Health and Human Services, Centers for Medicare and Medicaid Services, Medical Assistance Program, Catalog of Federal Domestic Assistance (CFDA) #93.778.

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
Page 7 of 8

Source of Funds is 41% Other Funds (Provider Fees), 27% Federal Funds, and 32% General Funds.

**This space is intentionally left blank**

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
Page 8 of 8

In the event that Federal and Other Funds become no longer available, General Funds will be requested due to the critical nature of the program.

Respectfully submitted,



Katja S. Fox  
Director, Division for Behavioral  
Health

Approved by:



Jeffrey A. Meyers  
Commissioner

Subject: Temporary Nurse Staffing Services (SS-2017-NHH-03-TEMPO-01)

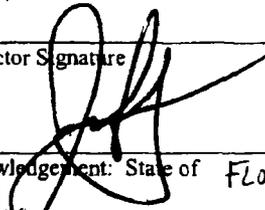
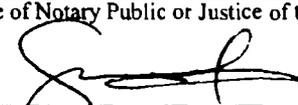
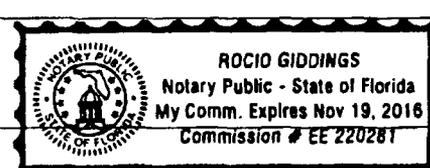
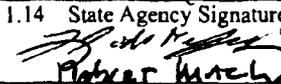
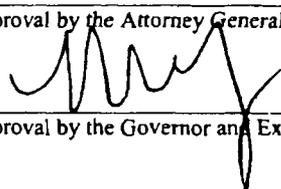
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Innovent Global, Inc.		1.4 Contractor Address 1818 S. Australian Avenue, Suite 230 West Palm Beach, FL 33409	
1.5 Contractor Phone Number 561-444-3152	1.6 Account Number 094-9400-8750-102 and 05-095-910010-5710-101-0729	1.7 Completion Date 6/30/2017	1.8 Price Limitation \$4,090,000.
1.9 Contracting Officer for State Agency Eric B. Borrin, Director		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory JOHN FAY SALES MANAGER	
1.13 Acknowledgement: State of <u>FLORIDA</u> , County of <u>PALM BEACH</u> On <u>8/8/16</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace Rocio Giddings			
1.14 State Agency Signature  Robert Macleod		1.15 Name and Title of State Agency Signatory L. Todd Bickford, Administrator of Gloucester Avenue Date: <u>8/16/16</u> Robert Macleod, CEO NHH	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>10/10/14</u> Megan A. Vande - Attorney			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

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

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

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

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

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

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

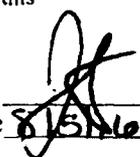
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

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

**7. PERSONNEL.**

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

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



Agreement. This provision shall survive termination of this Agreement.

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

#### 8. EVENT OF DEFAULT/REMEDIES.

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

#### 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

#### 14. INSURANCE.

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

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

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

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

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

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

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

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

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

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

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

Contractor Initials

Date

  
8/15/16



Exhibit A

**SCOPE OF SERVICES**  
**RELATIVE TO THE PROVISION OF PER DIEM AND/OR SHORT-TERM REGISTERED**  
**NURSE STAFFING SERVICES FOR ACUTE PSYCHIATRIC FACILITIES**

**1. Provisions Applicable to All Services**

The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

**2. Scope of Services**

- 2.1 The purpose of this Agreement is to secure temporary Registered Nurse staffing services ("Nurse Staffing Services" or "Nursing Staff") to support New Hampshire Department of Health and Human Services' acute psychiatric facilities (the "Department") on either a Per Diem or Short-Term deliverables basis.
- 2.2 The Contractor's Nurse Staffing Services provided on a Short-Term deliverables basis shall include:
  - 2.2.1 Minimum thirteen (13) weeks ("Minimum Staffing Period") of Nurse Staffing Services without a gap in services for each of the Department's short-term staffing positions secured under this Exhibit A;
  - 2.2.2 Whenever practical, replacement Nursing Staff for the remainder of the Minimum Staffing Period in the event the Contractor's Nursing Staff is unable to fulfill his or her services due to illness, injury or other unforeseen circumstance; and
  - 2.2.3 The Department's right to accept or decline the Contractor's replacement Nursing Staff described in Section 2.2.2 of this Exhibit A.
- 2.3 The Contractor shall provide Nurse Staffing Services as requested and specified by the Department. The Department's specifications may include, but are not limited to:
  - 2.3.1 Applicability of Exhibit A or Exhibit A-1, Scope of Services, for each Nursing Staff assignment;
  - 2.3.2 Level of Nurse Staffing Services support required – Per Diem Nurse Staffing Services, or Short-Term Nurse Staffing Services as described in this Exhibit A;
  - 2.3.3 Rates and shifts to be worked by Nursing Staff as specified in Exhibit B, Table 1 Registered Nurse (RN) Per Diem Rate Schedule or Table 2: Registered Nurse (RN) Short-Term Rate Schedule, as applicable;
  - 2.3.4 Any special staffing skills required or preferred by the Department; and
  - 2.3.5 Billing instructions, including mailing address.
- 2.4 The Contractor shall provide the Department with Nursing Staff (psychiatric experience preferred) who are licensed and qualified to perform duties within

*[Handwritten Signature]*  
8/15/16



Exhibit A

- their scope of practice, as defined by the Nurse Practice Act of the State of New Hampshire.
- 2.5 The Contractor's Nursing Staff placed with the facility shall receive orientation and training by Department staff; orientation shall include facility-specific information about infection prevention, client confidentiality, medical records and other documentation practices, as well as safety and emergency protocols, including training about how to recognize and respond safely to patients experiencing psychiatric crises.
  - 2.6 The Contractor's Nursing Staff duties shall include physical assessments (excluding psychiatric or admission assessments), medication administration, processing of physician orders, vital signs monitoring, blood glucose testing, treatments and dressing changes; as well as provide verbal and written communications to report related findings.
  - 2.7 The Contractor's Nursing Staff shall work under the supervision of designated supervisor(s) employed by the Department.
  - 2.8 The Contractor's Nursing Staff shall not supervise, schedule, assign or evaluate performance of other nursing staff or mental health workers; they may, however, delegate simple tasks to certain direct care paraprofessionals (e.g., mental health workers) to obtain vital signs or assist a client).
  - 2.9 The Contractor's Nursing Staff shall not lead coordination during psychiatric emergencies, and shall not have authority to declare a Personal Safety Emergency as defined under He-M 305, nor authorize the use of restraint or seclusion, as applicable.
  - 2.10 The Contractor shall be provided with a minimum 24 hour advance notice when Nurse Staffing Services are needed by the Department.
  - 2.11 The Contractor shall receive a minimum two (2) hour verbal and written notification of cancellation of Nurse Staffing Services prior to the start of the shift for which the Nursing Staff is scheduled to work.
  - 2.12 The Contractor shall be immediately notified verbally and in writing of the Department's dismissal of Nursing Staff with or without cause, providing in reasonable detail, the reason(s) for dismissal. The Contractor shall be compensated for all hours worked prior to dismissal.
  - 2.13 The Contractor shall be notified of any unexpected incident (e.g., errors, safety hazards, unanticipated injury or death) known to involve the Contractor's Nursing Staff.
  - 2.14 The Contractor shall attempt to accommodate Department staffing requests for Nursing Staff by name, as applicable.
  - 2.15 The Contractor shall be paid at the rates described in Exhibit B for services provided under this Exhibit A, as applicable.
  - 2.16 The Contractor shall pay all wages of the Nursing Staff, including federal and state taxes in accordance with Exhibit B.



Exhibit A

---

**3. Licensing Requirements**

- 3.1 The Contractor's Nursing Staff performing services under this Agreement must possess valid licenses issued by the New Hampshire Board of Nursing.
- 3.2 The Contractor's Nursing Staff shall possess CPR certification that meets "Basic Life Support" standards by either the American Heart Association or American Red Cross Association, as required by state law.
- 3.3 The Contractor shall possess proof of pre-employment screenings for Nursing Staff to include a physical as applicable by state law, tuberculosis screening, and/or administration of CDC recommended immunizations for healthcare workers, and ensure Nursing Staff health records are promptly available in the event of an outbreak situation at the facility.
- 3.4 The Contractor's Nursing Staff shall meet applicable laws, regulations, and/or accreditation standards to be presented to facility administration upon request.

  
8/12/16



Exhibit A-1

**SCOPE OF SERVICES**  
**RELATIVE TO THE PROVISION OF SHORT-TERM REGISTERED NURSE AND/OR**  
**LICENSED PRACTICAL NURSE STAFFING SERVICES**  
**(EXCLUDING ACUTE PSYCHIATRIC FACILITY STAFFING)**

**1. Provisions Applicable to All Services**

The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

**2. Scope of Services**

- 2.1 The purpose of this Agreement is to secure temporary Registered Nurse and/or Licensed Practical Nurse services ("Nurse Staffing Services" or "Nursing Staff") to support one or more New Hampshire Department of Health and Human Services' facilities (the "Department") on a Short-Term deliverables basis.
- 2.2 The Contractor's Short-Term Nurse Staffing Services shall include:
  - 2.2.1 Minimum thirteen (13) weeks ("Minimum Staffing Period") of Nurse Staffing Services without a gap in services for each of the Department's short-term staffing positions secured under this Exhibit A-1;
  - 2.2.2 Whenever practical, replacement Nursing Staff for the remainder of the Minimum Staffing Period in the event the Contractor's Nursing Staff is unable to fulfill his or her Short-Term Nurse Staffing Services due to illness, injury or other unforeseen circumstance; and
  - 2.2.3 The Department's right to accept or decline the Contractor's replacement Nursing Staff described in Section 2.2.2 of this Exhibit A-1.
- 2.3 The Contractor shall provide Nurse Staffing Services as requested and specified by the Department. The Department's specifications may include, but are not limited to:
  - 2.3.1 Applicability of Exhibit A or Exhibit A-1 scope of services for each Nursing Staff assignment;
  - 2.3.2 Type of Nursing Staff support required: Registered Nurse or Licensed Practical Nurse as described in this Exhibit A-1;
  - 2.3.3 Rates and shifts to be worked by Nursing Staff as described in Exhibit B, Table 2 Registered Nurse (RN) Short-Term Rate Schedule or Table 3: Licensed Practical Nurse (LPN) Short-Term Rate Schedule;
  - 2.3.4 Any special staffing skills required or preferred by the Department; and
  - 2.3.5 Billing instructions, including mailing address.
- 2.4 The Contractor shall provide the Department with Nursing Staff who are licensed and qualified to perform duties within their scope of practice, as defined by the Nurse Practice Act of the State of New Hampshire.

  
8/15/17



Exhibit A-1

- 2.5 The Contractor's Nursing Staff placed with a facility shall receive orientation and training, as appropriate; orientation shall include facility-specific information about infection prevention, client confidentiality, medical records and other documentation practices, as well as safety and emergency protocols, including training about how to recognize and respond safely to patients experiencing psychiatric or other crises.
- 2.6 The Contractor's Nursing Staff duties shall include physical assessments (excluding psychiatric or admission assessments), medication administration, processing of physician orders, vital signs monitoring, blood glucose testing, treatments and dressing changes; as well as provide verbal and written communications to report related findings.
- 2.7 The Contractor's Nursing Staff shall work under the supervision of a designated supervisor(s) employed by the Department.
- 2.8 The Contractor's Nursing Staff shall not supervise, schedule, assign or evaluate performance of other nursing staff or mental health workers; they may, however, delegate simple tasks to direct care paraprofessional staff (e.g., licensed nursing assistant (LNA)) to obtain vital signs or assist a client.
- 2.9 The Contractor shall be provided with a minimum 24 hour advance notice when Nurse Staffing Services are needed by the Department.
- 2.10 The Contractor shall receive a minimum two (2) hour verbal and written notification of cancellation of Nursing Staff Services prior to the start of the shift for which the Nursing Staff is scheduled to work.
- 2.11 The Contractor shall be immediately notified verbally and in writing of the Department's dismissal of Nursing Staff with or without cause, providing in reasonable detail, the reason(s) for dismissal. The Contractor shall be compensated for all hours worked prior to dismissal.
- 2.12 The Contractor shall be notified of any unexpected incident (e.g., errors, safety hazards, unanticipated injury or death) known to involve its Nursing Staff.
- 2.13 The Contractor shall attempt to accommodate Department staffing requests for Nursing Staff by name, as applicable.
- 2.14 The Contractor shall be paid at the rates described in Exhibit B for services provided under this Exhibit A-1, as applicable.
- 2.15 The Contractor shall pay all wages of the Nursing Staff, including federal and state taxes in accordance with Exhibit B.

**3. Licensing Requirements**

- 3.1 The Contractor's Nursing Staff performing services under this Agreement must possess valid licenses issued by the New Hampshire Board of Nursing.
- 3.2 The Contractor's Nursing Staff shall possess CPR certification that meets "Basic Life Support" standards by either the American Heart Association or American Red Cross Association, as required by state law.

  
8/5/16



Exhibit A-1

---

- 3.3 The Contractor shall possess proof of pre-employment screenings for Nursing Staff to include a physical as applicable by state law, tuberculosis screening, and/or administration of CDC recommended immunizations for health care workers, and ensure Nursing Staff health records are promptly available in the event of an outbreak situation at the facility.
- 3.4 The Contractor shall secure professional references and conduct criminal background checks for Nursing Staff as required by state law.
- 3.5 The Contractor's Nursing Staff shall meet applicable laws, regulations, and/or accreditation standards to be presented to facility administration upon request.

  
8/2/16



Exhibit B

**METHOD AND CONDITIONS PRECEDENT TO PAYMENT**

1. Subject to the Contractor's Compliance with the terms and conditions of this Agreement, the New Hampshire Department of Health and Human Services (the "Department") shall reimburse the Contractor for actual services, including orientation and training, provided by the Contractor's Nursing Staff, as described in Exhibit A and/or Exhibit A-1, Scope of Services, as applicable.
2. This Agreement is one in a series of Agreements tendered to provide Temporary Nurse Staffing Services for one or more Department facilities. No maximum or minimum service volume is guaranteed. Accordingly, the price limitation among all Agreements is identified in Block 1.8 of the P-37, General Provisions of this Agreement for the duration of the Agreement. The budget limitation associated with each Department facility requesting the Contractor's services is defined below:

**Budget Limitation by Facility**

Department Facility	Facility Type	SFY 2017
New Hampshire Hospital	Acute Psychiatric	\$4,000,000
Glenclyff Home	Non-Acute Psychiatric	90,000
	<b>Total</b>	<b>\$4,090,000</b>

3. Notwithstanding anything to the contrary herein, the Contractor agrees that payment under this Agreement may be withheld, in whole or in part, in the event of non-compliance with any federal or state law, rule or regulation applicable to the services provided, or if the said services have not been satisfactorily completed in accordance with the terms and conditions of this Agreement.
4. The Contractor shall have or secure a vendor number with the State of New Hampshire to receive payment.
5. The Contractor shall be reimbursed for providing and delivering the Nurse Staffing Services described in Exhibit A on a Per Diem deliverables basis pursuant to the following rate schedule (Table 1):

  
10/10/16



Exhibit B

Table 1: Registered Nurse (RN) Per Diem Rate Schedule

Id	Shift	Hourly Rate
1	Weekday, 7:00 a.m. – 3:00 p.m.	\$46.00
2	Weekday, 3:00 p.m. – 11:00 p.m.	\$47.00
3	Weekday, 11:00 p.m. – 7:00 a.m.	\$48.00
4	Weekend, 7:00 a.m. – 3:00 p.m.	\$48.00
5	Weekend, 3:00 p.m. – 11:00 p.m.	\$49.00
6	Weekend, 11:00 p.m. – 7:00 a.m.	\$50.00

6. The Contractor shall be reimbursed for providing and delivering Short-Term Nurse Staffing Services for a minimum of thirteen (13) weeks (“Minimum Staffing Period”) as described in Exhibit A and Exhibit A-1, as applicable, on a deliverables basis pursuant to the following rate schedules (Table 2 and Table 3), as applicable:

Table 2: Registered Nurse (RN) Short-Term Rate Schedule

Id	Shift	Hourly Rate
1	Weekday, 7:00 a.m. – 3:00 p.m.	\$56.00
2	Weekday, 3:00 p.m. – 11:00 p.m.	\$57.00
3	Weekday, 11:00 p.m. – 7:00 a.m.	\$58.00
4	Weekend, 7:00 a.m. – 3:00 p.m.	\$58.00
5	Weekend, 3:00 p.m. – 11:00 p.m.	\$59.00
6	Weekend, 11:00 p.m. – 7:00 a.m.	\$60.00

*JK*  
 10/10/16



Exhibit B

**Table 3: Licensed Practical Nurse (LPN) Short-Term Rate Schedule**

Id	Shift	Hourly Rate
1	Weekday, 7:00 a.m. – 3:00 p.m.	\$40.00
2	Weekday, 3:00 p.m. – 11:00 p.m.	\$41.00
3	Weekday, 11:00 p.m. – 7:00 a.m.	\$42.00
4	Weekend, 7:00 a.m. – 3:00 p.m.	\$42.00
5	Weekend, 3:00 p.m. – 11:00 p.m.	\$43.00
6	Weekend, 11:00 p.m. – 7:00 a.m.	\$44.00

7. Shift rate and holiday differentials shall apply as follows:

- 6.1 Weekend rates start at 3:00 p.m. on Friday and end at 7:00 a.m. on Monday.
- 6.2 Nursing Staff who work holidays will be paid one and one-half (1-1/2) times the rate in the schedules above.
- 6.3 Holiday shifts begin with the 11:00 p.m. - 7:00 a.m. shift on the eve of the following holidays and end with the 3:00 p.m. – 11:00 p.m. shift on the day of the holiday, except for Christmas and New Year's holidays which begin with 3:00 p.m. – 11:00 p.m. shift on the eve of the holiday and end with the 11:00 p.m. – 7:00 a.m. shift on the day of the holiday.

New Year's Eve and Day	Easter Sunday	Labor Day
Martin Luther King Day	Memorial Day	Thanksgiving
President's Day	Independence Day	Christmas Eve and Day

7. Break and meal allowances shall apply as follows:

- 7.1 Each shift includes two (2) paid fifteen (15) minute breaks.
  - 7.2 Each shift includes one (1) unpaid thirty (30) minute meal break. The Department reserves the right to offer paid meal breaks.
8. Nursing Staff who work over forty (40) hours in any week will be paid one and one-half (1-1/2) times the rate in the schedules above for all time worked over forty (40) hours.
9. In the event Nursing Staff who has provided services to the Department for less than twenty-six (26) weeks under the terms of this Agreement is recruited, hired, and begins work at the

*[Handwritten Signature]*  
 10/10/16



Exhibit B

facility on a full-time basis, the Department shall pay the Contractor a placement fee of \$2,500.00.

10. In the event the Nursing Staff provided services to the Department for a period of twenty-six (26) weeks or more under the terms of this Agreement is subsequently offered and accepts full-time employment with the Department, no placement fee shall be applicable.

11. Payment for services shall be made as follows:

a. The Contractor shall submit an invoice weekly which identifies services delivered and requests reimbursement for authorized expenses incurred in the prior week.

b. The Contractor shall send invoice(s) to the facility where services are delivered, unless otherwise directed by the Department. Facility mailing addresses include:

*For New Hampshire Hospital services:*  
New Hampshire Hospital  
Office of Financial Services  
36 Clinton Street  
Concord, NH 03301

*For Glenclyff Home services:*  
Glenclyff Home  
Office of Financial Services  
393 High Street, P.O. Box 76  
Glenclyff, NH 03238

c. Subject to the Department's approval of the Contractor's invoice, the State shall make payment within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.

12. The Contractor is accountable to meet the scope of services described in Exhibit A and/or Exhibit A-1, as applicable. Any failure to meet the scope of services may jeopardize the Contractor's future funding. Corrective action remedies may include amendment or termination of the Agreement.

*[Handwritten Signature]*  
*[Handwritten Date: 12/10/16]*



**SPECIAL PROVISIONS**

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

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

  
Date 8/5/14



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

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

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

A handwritten signature in black ink, appearing to be 'JL' or similar, written over a horizontal line.



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

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
  - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
  - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
  - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has \$0 or



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

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

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

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

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

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

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
- When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
  - 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
  - 19.3. Monitor the subcontractor's performance on an ongoing basis



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

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

#### DEFINITIONS

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

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

**DEPARTMENT:** NH Department of Health and Human Services.

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

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

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

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

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

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



**REVISIONS TO GENERAL PROVISIONS**

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  4. **CONDITIONAL NATURE OF AGREEMENT.**  
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
  
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
  
3. Subparagraph 14.1.1 of the General Provisions of this contract, Insurance, is deleted and the following subparagraph is added:
  - 14.1.1 Comprehensive general liability 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 professional liability coverage in the amount of \$1,000,000 per occurrence and \$3,000,000 aggregate.

New Hampshire Department of Health and Human Services  
Temporary Nurse Staffing Services  
SS-2017-NHH-03-TEMPO-01



Exhibit C-1

---

4. The Department reserves the right to renew the Contract for up to two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

Handwritten initials, possibly 'JG', in black ink.



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

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

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

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

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

New Hampshire Department of Health and Human Services  
Exhibit D

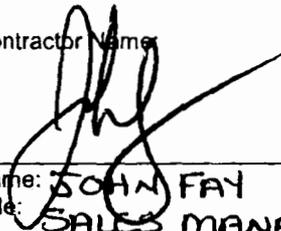


- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted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

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

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

8/5/16  
Date

Contractor Name:   
Name: JOHN FAY  
Title: SALES MANAGER

Contractor Initials:   
Date: 8/5/16



**CERTIFICATION REGARDING LOBBYING**

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

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

Programs (indicate applicable program covered):

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

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

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

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

8/5/16  
Date

Contractor Name:   
Name: JOHN FAY  
Title: SALES MANAGER



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

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

**INSTRUCTIONS FOR CERTIFICATION**

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

A handwritten signature in black ink, appearing to be "JK" or similar, written over a horizontal line.



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

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

**PRIMARY COVERED TRANSACTIONS**

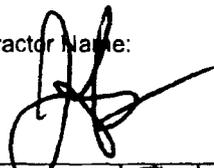
11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
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

**LOWER TIER COVERED TRANSACTIONS**

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

8/5/16  
Date

Contractor Name:

  
Name: JOHN FAY  
Title: SALES MANAGER

Contractor Initials

  
Date 8/5/16



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

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

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

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

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

Exhibit G

Contractor Initials

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

New Hampshire Department of Health and Human Services  
Exhibit G



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

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

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

8/5/16  
Date

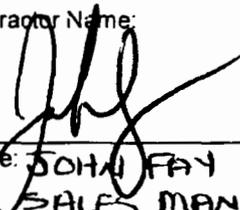
Contractor Name:  
  
Name: JOHN FAY  
Title: SALES MANAGER

Exhibit G

Contractor Initials JF

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



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

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

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

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

8/5/16  
Date

Contractor Name:

  
Name: JOANI FAY  
Title: SALES MANAGER



Exhibit I

**HEALTH INSURANCE PORTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

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

(1) **Definitions.**

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



Exhibit I

- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

**(3) Obligations and Activities of Business Associate.**

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
  - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - o The unauthorized person used the protected health information or to whom the disclosure was made;
  - o Whether the protected health information was actually acquired or viewed
  - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

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

**(4) Obligations of Covered Entity**

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

**(5) Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

**(6) Miscellaneous**

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



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

\_\_\_\_\_  
The State

[Signature]  
Signature of Authorized Representative

L. Todd Bickford  
Name of Authorized Representative

Administrator of Gloucester Home  
Title of Authorized Representative

8/16/16  
Date

INNOVENT GLOBAL, INC  
Name of the Contractor

[Signature]  
Signature of Authorized Representative

JOHN FAY  
Name of Authorized Representative

SALES MANAGER  
Title of Authorized Representative

8/15/16  
Date

The State  
Robert Murchie  
ROBERT S. MURCHIE  
CEO  
8/16/16



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY  
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

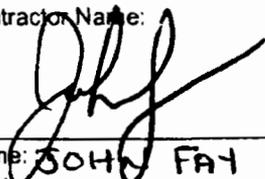
1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
  - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
  - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

8/5/16  
Date

Contractor Name:   
Name: JOHN FAY  
Title: SALES MANAGER

Contractor Initials   
Date 8/5/16



**FORM A**

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 068244335
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?
- NO                       YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?
- NO                       YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____

*JA*



Exhibit K

**RELATIVE TO THE NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN  
SERVICES CONTRACT FOR THE PROVISION OF TEMPORARY  
NURSE STAFFING SERVICES**

1. **Purpose**

For purposes of this Exhibit K, the term "Contractor" generally implies the Nursing Staff retained under this Agreement by the New Hampshire Department of Health and Human Services (the "Department").

2. **Provisions Applicable to All Services**

- 2.1. The Contractor will abide the State of New Hampshire, federal, and Joint Commission Standards on confidentiality of patient information and to his/her professional code of ethics.
- 2.2. The Contractor will accept responsibility to maintain current health records for all employees. Such records shall contain, at a minimum, verification of tuberculosis screening or symptom review screening, and immunization status of the CDC recommended immunizations for healthcare workers.
- 2.3. The Contractor will comply with the Department's zero tolerance policy regarding the use of alcoholic beverages, unauthorized prescription medications, excessive over-the-counter medications, and controlled substances on Department facility's campuses. Violation of this policy will not be tolerated and may result in the immediate termination of this contract.
- 2.4. The Contractor will comply with the Department's commitment to the maintenance of a work environment that is safe and free of threat for all employees, patients, students, volunteers, contractors, consultants and visitors. Violence or threats of violence will not be tolerated. All instances of such behavior will be investigated and if necessary prosecuted to the full extent of the law.
- 2.5. The Contractor will comply with the Department's policy, Sexual Harassment in the Workplace and the State of New Hampshire Policy on Sexual Harassment. All allegations of sexual harassment or retaliation will be promptly and thoroughly investigated.
- 2.6. The Contractor will be trained in fire and emergency procedures. In case of fire or other emergency, the Contractor will be instructed in the appropriate response and must follow the approved procedures.
- 2.7. The Contractor will comply with the Department's policy on professional/workplace boundaries to provide a safe and therapeutic environment for patients. A boundary is a limit or margin that describes the way in which one interacts



Exhibit K

and/or communicates with patients. Professional boundaries are the spaces between staff power and patient vulnerability. Establishing boundaries allows staff to control this power differential providing a safe connection to meet patient needs. Failure to maintain a boundary by becoming overly involved in a manner that has potential to compromise patient care is a violation of this policy. Boundary violations may be emotional, physical, spiritual, financial or sexual in nature and may be brief, extended, intentional or accidental. Behaviors that can be considered boundary violations include, but are not limited to:

- 2.7.1. Disclosure of personal information (i.e., phone number, details of marital status, family issues, job or disciplinary actions)
- 2.7.2. Seeking of social relationships, including after discharge
- 2.7.3. Giving or receiving personal gifts
- 2.7.4. Initiating personal correspondence
- 2.7.5. Inappropriate touching
- 2.7.6. Sexual relationship
- 2.8. The Contractor will interact with patients with dignity and respect within a continuum of professional behavior having boundaries that support a return to health. Additionally, professionals are expected to maintain the necessary workplace behaviors and attitudes required by the ethical standards of their professional discipline.
- 2.9. The Contractor will provide each patient at the facility a right to confidentiality and privacy of their clinical record. That right extends to the fact of their hospitalization. Information about a patient may be shared among Department or facility staff members only insofar as it is necessary for the patient's treatment or in the course of professional education. Under no other circumstances may information be shared except with the informed consent of the patient or a person authorized to give consent in the patient's behalf. In accordance with the facility's confidentiality policy, authorized volunteers, students and trainees and consultants are considered members of the facility staff.
- 2.10. The Contractor is under equal obligation to treat as confidential any information they may acquire, by any means, about a patient or former patient. Any breach of confidentiality is a serious offense and grounds termination of this Agreement.
- 2.11. The Contractor has read, understands, and agrees to abide by the provisions and obligations contained in this Exhibit K, and also understands that the policies on these matters are available from facility supervisors.

**New Hampshire Department of Health and Human Services  
Temporary Nurse Staffing Services**



**State of New Hampshire  
Department of Health and Human Services  
Amendment #2 to the  
Temporary Nurse Staffing Services Contract**

This 2nd Amendment to the Temporary Nurse Staffing Services (hereinafter referred to as "Amendment #2") dated this 18th day of September, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Circharo Acquisition, LLC (hereinafter referred to as "the Contractor"), a corporation with a place of business at 2 Keewaydin Drive, Salem, NH, 03079.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 21, 2016 (Item #23) and subsequently amended on June 21, 2017 (Item #33), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18, and Exhibit C-1 Paragraph 4, the Department reserves the right to renew the Contract for up to two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council; and

WHEREAS, the parties agree to increase the price limitation;

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. General Provisions (Form P-37), Block 1.7, to read June 30, 2019.
2. General Provisions (Form P-37), Block 1.8, to increase Price Limitation by \$1,630,000 from \$5,380,000 to \$7,010,000.
3. General Provisions (Form P-37), Block 1.9, to read E. Maria Reinemann., Director of Contracts and Procurement.
4. General Provisions (Form P-37), Block 1.10 to read 603-271-9330.
5. Exhibit B Section 2, Budget Limitation by Facility table to read:

**Budget Limitation by Facility**

<b>Department Facility</b>	<b>Facility Type</b>	<b>SFY 2017</b>	<b>SFY 18</b>	<b>SFY19</b>
New Hampshire Hospital	Acute Psychiatric	\$4,000,000	\$1,200,000	\$1,000,000
Glenclyff Home	Non-Acute Psychiatric	\$90,000	\$360,000	\$360,000
	<b>Total</b>	<b>\$4,090,000</b>	<b>\$1,560,000</b>	<b>\$1,360,000</b>



**New Hampshire Department of Health and Human Services  
Temporary Nurse Staffing Services**

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

10/30/17  
Date

Louie Shubette  
Katja S. Fox / Louie Shubette  
Director Chief Executive Officer

Circharo Acquisition, LLC

10/10/17  
Date

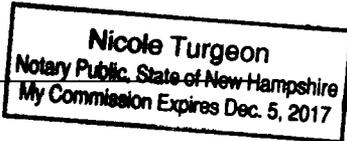
Jo A Newell  
Name: Jo A Newell  
Title: VP of Finance

Acknowledgement of Contractor's signature:

State of NH, County of Hillsborough on October 10, 2017, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Nicole Turgeon  
Signature of Notary Public or Justice of the Peace

Nicole Turgeon - Notary Public  
Name and Title of Notary or Justice of the Peace

My Commission Expires: 

**New Hampshire Department of Health and Human Services**  
**Temporary Nurse Staffing Services**



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

OFFICE OF THE ATTORNEY GENERAL

11/1/17  
Date

[Signature]  
Name: Attorney  
Title: Lindsay Cournoyer

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

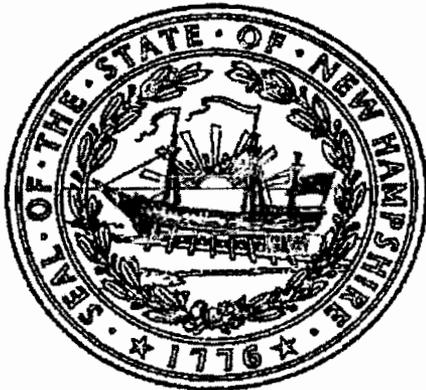
\_\_\_\_\_  
Name:  
Title:

**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 CIRCHARO ACQUISITION LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on October 14, 1999. 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: 327677



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 18th day of October A.D. 2017.

A handwritten signature in cursive script, appearing to read "W. M. Gardner".

William M. Gardner  
Secretary of State

# CERTIFICATE OF VOTE

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

1. I am a duly elected Officer of Circharo Acquisition LLC, dba CoreMedical Group.  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on 10/10/17:  
(Date)

**RESOLVED:** That the Vice President of Finance  
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 10 day of October, 2017.  
(Date Contract Signed)

4. Jo A Newell is the duly elected Vice President of Finance  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

*Aram Hampoian*  
(Signature of the Elected Officer)

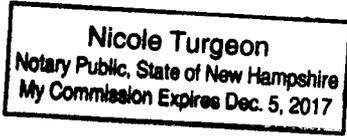
STATE OF NEW HAMPSHIRE  
County of Hillsborough

The forgoing instrument was acknowledged before me this 10 day of October, 2017.

By Aram Hampoian  
(Name of Elected Officer of the Agency)

*Nicole Turgeon*  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)



Commission Expires: \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

11/16/2017

DATE (MM/DD/YYYY)

11/10/2016

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

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

<b>PRODUCER</b> Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	<b>CONTACT NAME:</b> _____	
	<b>PHONE (A/C, No, Ext):</b> _____	<b>FAX (A/C, No):</b> _____
<b>E-MAIL ADDRESS:</b> _____		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Evanston Insurance Company		35378
<b>INSURER B:</b>		
<b>INSURER C:</b> Zurich American Insurance Company		16535
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**INSURED**  
 1355850 CIRCHARO ACQUISITION LLC  
 DBA: COREMEDICAL GROUP  
 2 KEEWAYDIN DRIVE  
 SALEM NH 03079

**COVERAGES** CORME01      **CERTIFICATE NUMBER:** 14095852      **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	N	N	SM917022	11/16/2016	11/16/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ Included \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	WC 6478724 03 (AOS) WC 0082212 02 (WI)	11/16/2016	11/16/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	<b>MEDICAL PROFESSIONAL LIABILITY</b>	N	N	SM917022	11/16/2016	11/16/2017	\$1,000,000 PER OCCURRENCE \$3,000,000 AGGREGATE

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

### CERTIFICATE HOLDER

14095852  
 STATE OF NEW HAMPSHIRE  
 DEPARTMENT OF HEALTH AND HUMAN SERVICES  
 129 PLEASANT STREET  
 CONCORD NH 03301

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Joseph M. Agnello*

© 1986-2015 ACORD CORPORATION. All rights reserved.

33 mac



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

Jeffrey A. Meyers  
Commissioner

Katja S. Fox  
Director

129 PLEASANT STREET, CONCORD, NH 03301  
603-271-9422 1-800-852-3345 Ext. 9422  
Fax: 603-271-8431 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

June 1, 2017

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division for Behavioral Health, to amend contracts with MAS Medical Staffing Corporation, 156 Harvey Road, Londonderry NH, 03053 (Vendor #241977), Innovent Global Inc. 1818 S. Australian Avenue, Suite 230 West Palm Beach Florida, 33409 (Vendor #274676), and Circharo Acquisition, LLC, 2 Keewaydin Drive, Salem, NH 03079 (Vendor #158850) to continue to provide temporary nursing staffing services to New Hampshire Hospital and Glencliff Home by increasing the price limitation by \$1,290,000 from \$4,590,000 to an amount not to exceed \$5,880,000, and by extending the completion date from June 30, 2017 to June 30, 2018, effective July 1, 2017 or upon Governor and Executive Council approval, whichever is later. The price limitation is shared among all contractors and no maximum service volume is guaranteed. The original agreements were approved by Governor and Executive Council on June 1, 2016 (Item #14), November 18, 2016 (Item #19) and December 21, 2016 (Item #23), respectively. Funds are 41% Other Funds (Provider Fees), 27% Federal, and 32% General Funds.

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

**05-95-94-940010-87500000 HEALTH AND SOCIAL SERVICES, DEPARTMENT OF HEALTH AND HUMAN SERVICES, HHS: NEW HAMPSHIRE HOSPITAL, NEW HAMPSHIRE HOSPITAL, ACUTE PSYCHIATRIC SERVICES**

State Fiscal Year	Class /Account	Class Title	Total Amount	Increase /Decrease	Revised Amount
SFY 2016	102-500731	Contracts for Program Services	\$500,000	\$0	\$500,000
SFY 2017	102-500731	Contracts for Program Services	\$4,000,000	\$0	\$4,000,000
SFY 2018	102-500731	Contracts for Program Services	\$0	\$1,200,000	\$1,200,000
		<b>Subtotal</b>	<b>\$4,500,000</b>	<b>\$1,200,000</b>	<b>\$5,700,000</b>

**05-095-91-910010-5710-101-0729 HEALTH AND SOCIAL SERVICES, DEPARTMENT OF HEALTH AND HUMAN SERVICES, HHS: GLENCLIFF HOME, GLENCLIFF PROFESSIONAL, MEDICAL PROVIDERS**

<b>State Fiscal Year</b>	<b>Class /Account</b>	<b>Class Title</b>	<b>Total Amount</b>	<b>Increase/ Decrease</b>	<b>Revised Amount</b>
SFY 2017	101-500729	Medical Payments to Providers	\$ 90,000	\$0	\$90,000
SFY 2018	101-500729	Medical Payments to Providers	\$0	\$90,000	\$90,000
		<b>Subtotal</b>	<b>\$ 90,000</b>	<b>\$90,000</b>	<b>\$180,000</b>
		<b>Total</b>	<b>\$4,590,000</b>	<b>\$1,290,000</b>	<b>\$5,880,000</b>

**EXPLANATION**

Approval of these amendments will allow the Department of Health and Human Services (DHHS) to continue to provide temporary nursing staff for two state facilities that critically need nursing staff: New Hampshire Hospital and Glencliff Home. Through continuation of the three temporary nurse staffing contracts with MAS Medical Staffing Corporation, Innovent Global, Inc, and Circharo Acquisition, LLS, DHHS will secure access to nurses who can provide care to patients who need acute psychiatric services at New Hampshire Hospital, and to Glencliff Home residents who need long-term care services at the nursing home level of care.

The Department issued a Request for Applications to solicit temporary registered nurse staffing service agencies, to provide registered nurse staffing for New Hampshire Hospital on May 17, 2016. The original contract for MAS Medical Staffing Corporation was entered into as a result of that procurement. This agreement, if amended through this request, changes the price limitation to encompass the funding from the contract's inception through SFY 2018, and enables the agency to provide temporary nursing services at the additional location of the Glencliff Home. The two subsequent contracts the Department entered into as a result of the original Request for Applications, with Innovent Global and Circharo Acquisition, included funding for services to be delivered in New Hampshire Hospital and the Glencliff Home. These two contracts began in State Fiscal Year 2017; if this request is approved, the amended agreement price limitations will incorporate funding from inception through SFY 2018. In whole, through these amendments the three staffing agencies will be able to provide services at both locations, based on nurse staffing needs and within each facility's funding limitations, upon Governor and Executive Council approval. No maximum service volume is guaranteed to any one provider.

**New Hampshire Hospital Staffing Challenges**

The demand for acute psychiatric services provided by New Hampshire Hospital continues to exceed the staff resources available, and the difficulty in successfully recruiting nurses is evident by the current vacancy rates in nursing positions (Table 1 below). Through intensive recruitment efforts, the Department has reduced the November 2015 nursing vacancy rate of 30% to the current rate of 15%. As of May 2017, there were 17 nursing vacancies at New Hampshire Hospital, making it necessary for nursing staff to work mandatory overtime. This is expensive and has the potential to negatively impact the quality of care provided by a group of dedicated nurses who already work in a stressful, demanding and dangerous environment.

**Table 1. New Hampshire Hospital Nurse Positions**

Position Classification	Labor Grade	Authorized Number of Positions	Vacant Positions		
			May 2017	November 2016	November 2015
Nursing Director	34	1	1	0	0
Asst. Nursing Director	29	2	0	0	0
Registered Nurse I	19	13	4	4	2
Registered Nurse II	21	16	4	6	12
Registered Nurse III	23	50	1	4	13
Nurse Specialist	25	17	4	6	7
Nursing Coordinator	27	13	2	2	1
Nurse Practitioner	28	3	1	0	0
Licensed Practical Nurse	18	2	0	0	0
<b>Total</b>		<b>117</b>	<b>17</b>	<b>22</b>	<b>35</b>
<b>Vacancy Rate</b>			<b>15%</b>	<b>19%</b>	<b>29.9%</b>

Department efforts to successfully recruit sufficient levels of nursing staff for New Hampshire Hospital include: posting vacancies to the New Hampshire Opportunities List, professional nurses' association websites; publishing the opportunities in trade journals, local and regional newspapers; distributing the opportunities at numerous job fairs throughout the state; advertising on a leased electronic billboard near the New Hampshire Hospital campus; and making the State wage structure for nursing more competitive through a Governor and Executive Council approved salary increase of 15%, which began in January 2016.

**Glenciff Home Nurse Staffing Challenges**

The demand and competitive market for nursing staff similarly impacts the Glenciff Home's ability to successfully meet its nursing staffing needs. However, unlike New Hampshire Hospital, the nursing vacancy rates (Table 2 below) at the Glenciff Home are escalating as the effects of the competitive nursing market are further compounded by the number of staff entering retirement from the facility. In the last year, the Glenciff Home had two (3) nurses retire and has another six (6) nurses (23% of its nursing staff) eligible for retirement in the next three (3) years. As of May 2017, there were 10 nursing vacancies at the Glenciff Home, making it necessary for nursing staff to work mandatory overtime. The continued vacancies have created an increase in overtime requirements for nursing staff. In the last eight (8) months, the Glenciff Home lost four (4) nurses (1 retired, 1 to other State Agencies, 2 left State service for other opportunities). Glenciff's longest open position has been since March 31, 2016.

**Table 2. Glencliff Home Nurse Positions**

Position Classification	Labor Grade	Authorized Number of Positions	Number of Vacant Positions			
			May 2017	November 2016	July 2016	July 2015
Nursing Director	34	1	0	0	0	0
Registered Nurse I-III	19-23	18	6	4	3	2
Licensed Practical Nurse I-II	21	8	3	1	2	0
Nursing Coordinator (Shift)	27	3	1	2	2	0
Nurse Coordinator (Training)	27	1	0	0	0	0
<b>Total</b>		<b>31</b>	<b>10</b>	<b>7</b>	<b>7</b>	<b>2</b>
<b>Vacancy Rate</b>			<b>33.3%</b>	<b>22.6%</b>	<b>22.6%</b>	<b>7.5%</b>

Department efforts to successfully recruit sufficient levels of nursing staff for the Glencliff Home include: posting vacancies to the New Hampshire Opportunities List; advertising in newspapers, trade journals and websites; serving as a Plymouth State University nursing clinical site; and efforts to establish an in house LPN Program. To date, two (2) nursing staff have been placed at Glencliff and 14 have been placed at New Hampshire Hospital, with 10 currently working at the Hospital.

These Amendments include language that provides, notwithstanding any other provision of the Contract to the contrary, that no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennium.

As referenced in Exhibit C-1, Revisions to General Provisions, the Department reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services, and approval by the Governor and Executive Council. The Department is requesting to renew the contracts for one (1) of the two (2) additional years.

Should Governor and Executive Council not approve this request, the Department may be at risk of not being able to adequately staff its New Hampshire Hospital and Glencliff Home facilities, and may be forced to reduce the number of beds available based on available staffing ratios, thus increasing the rate of recidivism and increase the number of state residents on each facility's waitlist. The Department recognizes the shortage of nurses may lead to more vacancies, as nurses continue to take positions at other facilities because of the hours, compensation, and personal safety considerations. Glencliff Home is a long-term care facility of last resort for residents. The facility only accepts applicants who have been rejected by at least two (2) other nursing facilities. Without sufficient nursing staff, access to long-term care by individuals with mental health needs is at risk. For these reasons, approval of temporary nurse staffing agency contracts to support nurse staffing services is critical.

The geographic area to be served is statewide. New Hampshire Hospital, an acute psychiatric services facility, and the Glencliff Home long-term care facility serve all eligible New Hampshire citizens.

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 5 of 5

New Hampshire Hospital utilizes 27% Federal Funds from the United States Department of Health and Human Services, Centers for Medicare and Medicaid Services, Medical Assistance Program, Catalog of Federal Domestic Assistance (CFDA) #93.778.

Source of Funds is 41% Other Funds (Provider Fees), 27% Federal Funds, and 32% General Funds.

In the event that Federal and Other Funds become no longer available, General Funds will be requested due to the critical nature of the program.

Respectfully submitted,



Katja S. Fox  
Director, Division for Behavioral Health

Approved by:



Jeffrey A. Meyers  
Commissioner



**New Hampshire Department of Health and Human Services  
Temporary Nurse Staffing Services**

**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the  
Temporary Registered Nurse Staffing Services Contract**

This 1<sup>st</sup> Amendment to the Temporary Registered Nurse Staffing Services (hereinafter referred to as "Amendment 1") dated this 13<sup>th</sup> day of May, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Circharo Acquisition, LLC (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 2 Keewaydin Drive, Salem, NH, 03079.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 21, 2016 (Item #23), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18, and Exhibit C-1 Paragraph 4, the Department reserves the right to renew the Contract for up to two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council; and

WHEREAS, the parties agree to extend the completion date of the agreement by one (1) year, and increase the price limitation.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

1. General Provisions (Form P-37), Block 1.7, to read June 30, 2018.
2. General Provisions (Form P-37), Block 1.8, to increase Price Limitation to read: \$5,380,000.
3. General Provisions (Form P-37), Block 1.9, to read Jonathan V. Gallo, Esq., Interim Director of Contracts and Procurement.
4. General Provisions (Form P-37), Block 1.10 to read 603-271-9246.
5. Add to Exhibit A, Section 1.1 to read:

1.1 Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennium.

6. Exhibit B Section 2, Budget Limitation by Facility to read:

**Budget Limitation by Facility**

<b>Department Facility</b>	<b>Facility Type</b>	<b>SFY 2017</b>	<b>SFY 18</b>
New Hampshire Hospital	Acute Psychiatric	\$4,000,000	\$1,200,000
Glenclyff Home	Non-Acute Psychiatric	\$90,000	\$90,000
	<b>Total</b>	<b>\$4,090,000</b>	<b>\$1,290,000</b>

New Hampshire Department of Health and Human Services  
Temporary Nurse Staffing Services



This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

6/5/17  
Date

[Signature]  
Katja S. Fox  
Director

Circharo Acquisition, LLC

5/25/2017  
Date

[Signature]  
Name: Jo A Newell  
Title: VP of Finance

Acknowledgement of Contractor's signature:

State of NH, County of Hillsborough on May 21, 2017, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

[Signature]  
Signature of Notary Public or Justice of the Peace

Nicole Turgeon - Notary Public  
Name and Title of Notary or Justice of the Peace

My Commission Expires: \_\_\_\_\_

Nicole Turgeon  
Notary Public, State of New Hampshire  
My Commission Expires Dec. 5, 2017

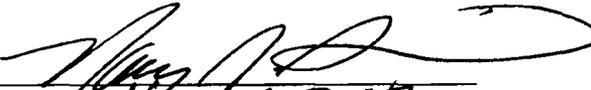
**New Hampshire Department of Health and Human Services**  
**Temporary Nurse Staffing Services**



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

OFFICE OF THE ATTORNEY GENERAL

6/5/2017  
Date

  
Name: Nancy J. Smith  
Title: Sr. Asst. Atty General

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

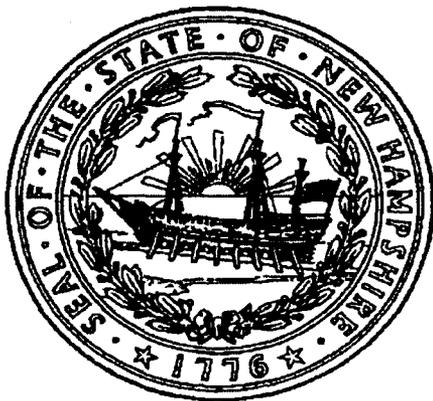
# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CIRCHARO ACQUISITION LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on October 14, 1999. 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: 327677



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 30th day of May A.D. 2017.

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

William M. Gardner  
Secretary of State

# CERTIFICATE OF VOTE

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

1. I am a duly elected Officer of **Circharo Acquisition LLC, d/b/a CoreMedical Group** .  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of  
the Agency duly held on **5/25/2017** :  
(Date)

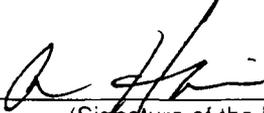
RESOLVED: That the **Vice President of Finance**  
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to  
execute any and all documents, agreements and other instruments, and any amendments, revisions,  
or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of  
the **25** day of **May**, 20 **17**.  
(Date Contract Signed)

4. **Jo A Newell** is the duly elected **Vice President of Finance**  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

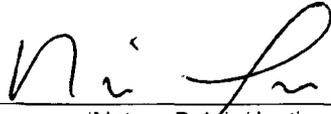
  
(Signature of the Elected Officer)

STATE OF **NH**

County of **Hillsborough**

The forgoing instrument was acknowledged before me this **25** day of **May**, 20**17**.

By **Aram Hampoian**  
(Name of Elected Officer of the Agency)

  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

**Nicole Turgeon**  
Notary Public, State of New Hampshire  
My Commission Expires Dec. 5, 2017

Commission Expires: \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

11/16/2017

DATE (MM/DD/YYYY)  
11/10/2016

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

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

<b>PRODUCER</b> Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	<b>CONTACT NAME:</b> _____	
	<b>PHONE (A/C, No, Ext):</b> _____	<b>FAX (A/C, No):</b> _____
<b>E-MAIL ADDRESS:</b> _____		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A : Evanston Insurance Company</b>		35378
<b>INSURER B :</b> _____		
<b>INSURER C : Zurich American Insurance Company</b>		16535
<b>INSURER D :</b> _____		
<b>INSURER E :</b> _____		
<b>INSURER F :</b> _____		

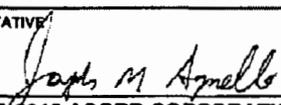
**INSURED**  
 1355850 CIRCHARO ACQUISITION LLC  
 DBA: COREMEDICAL GROUP  
 3000 GOFFS FALLS ROAD  
 SUITE 101  
 MANCHESTER NH 03103

**COVERAGES** CORME01      **CERTIFICATE NUMBER:** 14095852      **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____	N	N	SM917022	11/16/2016	11/16/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ Included \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC 6478724 03 (AOS) WC 0082212 02 (WI)	11/16/2016 11/16/2016	11/16/2017 11/16/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	<b>MEDICAL PROFESSIONAL LIABILITY</b>	N	N	SM917022	11/16/2016	11/16/2017	\$1,000,000 PER OCCURRENCE \$3,000,000 AGGREGATE

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

<b>CERTIFICATE HOLDER</b> 14095852 STATE OF NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES 129 PLEASANT STREET CONCORD NH 03301	<b>CANCELLATION</b> 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: 
---	--

© 1988-2015 ACORD CORPORATION. All rights reserved.



12-21-16 23 mac

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

Jeffrey A. Meyers  
Commissioner

Katja S. Fox  
Director

129 PLEASANT STREET, CONCORD, NH 03301  
603-271-9422 1-800-852-3345 Ext. 9422  
Fax: 603-271-8431 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

December 5, 2016

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into an Agreement with Circharo Acquisition, LLC, of 2 Keewaydin Drive, Salem, NH 03079 (Vendor # TBD) in an amount not to exceed \$4,090,000, to expand the availability of temporary nurse staffing services to New Hampshire Hospital and Glenclyff Home, effective upon Governor and Executive Council approval through June 30, 2017. Funds are 41% Other Funds (Provider Fees), 27% Federal, and 32% General Funds.

Funds are available in the following account for State Fiscal Year 2017, with authority to adjust amounts between State Fiscal Years through the Budget Office, without further approval from Governor and Executive Council, if needed and justified.

**05-95-94-940010-87500000 HEALTH AND SOCIAL SERVICES, DEPARTMENT OF HEALTH AND HUMAN SERVICES, HHS: NEW HAMPSHIRE HOSPITAL, NEW HAMPSHIRE HOSPITAL, ACUTE PSYCHIATRIC SERVICES**

Fiscal Year	Class/Account	Class Title	Total Amount
SFY 2017	102-500731	Contracts for Program Services	\$4,000,000
		<b>Subtotal</b>	<b>\$4,000,000</b>

**05-095-94-910010-5710-101-0729 HEALTH AND SOCIAL SERVICES, DEPARTMENT OF HEALTH AND HUMAN SERVICES, HHS: GLENCLIFF HOME, GLENCLIFF PROFESSIONAL, MEDICAL PROVIDERS**

Fiscal Year	Class/Account	Class Title	Total Amount
SFY 2017	101-500729	Medical Payments to Providers	\$ 90,000
		<b>Subtotal</b>	<b>\$ 90,000</b>
		<b>Total</b>	<b>\$4,090,000</b>

### **EXPLANATION**

This requested action will help ensure the continued provision of nurse staffing services at New Hampshire Department of Health and Human Services facilities, including New Hampshire Hospital and Glenclyff Home, Acute Psychiatric Service and Long-Term Care Service facilities, respectively. On June 1, 2016 (Item #14), the Governor and Executive Council approved the Department's initial request to establish a list of Temporary Nurse Staffing Agencies with the ability to expand the list as other agencies become known. Through this request, the Department seeks to contract with an additional agency to cast as wide a net as possible so that adequate nursing staff are available to provide services at the Department's 24-hour, 7 days-a-week institutions. This package includes the addition of a new vendor, Circharo Acquisition, LLC. Both New Hampshire Hospital and Glenclyff Home facilities have been unable to hire full-time nurses despite significant recruitment efforts. With nurses being a limited resource in New Hampshire and across the nation, the addition of multiple nurse staffing vendors increases the likelihood of retaining nurse staffing services as much as practical. Price limitations for each Department facility seeking Temporary Nurse Staffing Agency services are described above.

This request adds one (1) new vendor to the Department's list of Temporary Nurse Staffing Agencies which currently includes two (2) other vendors (MAS Medical Staffing Corporation and Innovent Global, Inc.), No maximum client or service volume is guaranteed.

The Department anticipates that additional Agreements may be presented at upcoming Governor and Executive Council meetings as other temporary nurse staffing agencies contract with the Department. The Department considers the staffing agencies to be a temporary solution to fulfill the immediate need as it works toward a more permanent recruitment and retention strategy.

#### **New Hampshire Hospital Staffing Challenges**

The demand for acute psychiatric services provided by New Hampshire Hospital continues to exceed the staff resources available. The acuity level of patients admitted continues to rise, as they are required to wait in community hospital emergency departments for the specialized services New Hampshire Hospital provides. New Hampshire Hospital has had extreme difficulty recruiting nurses, as can be seen by the current vacancy rates in nursing positions (Table 1 below). In November 2014, 10% of nursing positions were vacant. One year later 30% of nursing positions were vacant, and at present the vacancy rate is 20%. The problem was exacerbated when New Hampshire Hospital opened its new Inpatient Stabilization Unit (ISU) authorized in the SFY16/17 biennium. New Hampshire Hospital has the following positions requiring licensure as a registered nurse currently budgeted in the Institutional Nurse (N130) pay scale and the corresponding vacancy rate comparing milestone dates to current.

**Table 1. New Hampshire Hospital Nurse Positions**

Position Classification	Labor Grade	Authorized Number of Positions	Vacant Positions		
			November 2016	November 2015	November 2014
Nursing Director	34	1	0	0	0
Asst. Nursing Director	29	2	0	0	0
Registered Nurse I	19	13	4	2	5
Registered Nurse II	21	16	6	12	2
Registered Nurse III	23	50	4	13	1
Nurse Specialist	25	17	6	7	1
Nursing Coordinator	27	13	2	1	1
Nurse Practitioner	28	3	0	0	0
Licensed Practical Nurse	18	2	0	0	0
<b>Total</b>		117	22	35	10
<b>Vacancy Rate</b>			19%	29.9%	10.4%

New Hampshire Hospital continues to have difficulty in recruiting and hiring the six (6) additional nursing staff, authorized in the current budget cycle, that are needed. As of November 2016, there were twenty-two (22) nursing vacancies at New Hampshire Hospital as shown above. Presently, three (3) nurses that have been hired are in orientation, while others have been placed on units. This situation has made it necessary to require every New Hampshire Hospital registered nurse to work a minimum of eight (8) hours of mandatory overtime per two week pay period, in addition to their regular hours. This is expensive and has the potential to negatively impact the quality of care provided by a group of dedicated nurses who already work in a stressful, demanding and dangerous environment.

Growing demand for healthcare services from an aging population, coupled with an aging nursing workforce has created a significant nursing shortage not only in New Hampshire but across the United States. The American Association of Colleges of Nursing (AACN) notes that a combination of more people from the baby boomer generation living longer, the advancing age of registered nurses heading for retirement and fewer seats available in nursing school classrooms underlies the nursing shortage in the U.S. This experience is exacerbated by the fact that "employers must engage creative recruitment strategies to attract and maintain qualified nurses, particularly registered nurses, where job growth is expected to rise by twenty-six percent (26%) by 2020, according to the U.S. Bureau of Labor Statistics." Schools of nursing have been unable to train enough new nurses to keep pace with the growing shortage due to a lack of adequate faculty, facilities and clinical placement sites. It is projected that there will be approximately seventy-seven hundred (7,700) job openings for registered nurses in New

Hampshire by 2020. Psychiatric nursing will not fare well during this crisis, as it is a specialty that is generally not preferred and one that is often feared because of the stigma associated with mental illness. Psychiatric nursing only attracts 4% of nurses because it requires specialized knowledge, sophisticated communication ability, complex problem solving skills, and hazardous working conditions.

Registered nurses searching for jobs in southern New Hampshire today will find numerous opportunities. Other hospitals in the Concord area, as well as statewide, are offering basic compensation that is 10%-17% higher for experienced nurses than the pay scale for institutional nurses afforded by the state classification system. Some hospitals have hired nurse recruiters into full-time positions. Hospitals are also offering sign-on bonuses and/or tuition assistance and student loan payments in an effort to fill and retain staffing. Such creative recruitment strategies are not available as enticements to work at New Hampshire Hospital.

Solicitations for vacant positions have been posted to the New Hampshire Opportunities List, professional nurses' association websites, published in trade journals, local and regional newspapers, distributed at numerous job fairs throughout the state and displayed on a leased electronic billboard near the New Hampshire Hospital campus. Though these avenues have attracted a few worthy candidates, the wage structure offered by the state was found to be a competitive disadvantage. At the request of the Department, the Governor and Executive Council approved an increase to nursing salaries by fifteen percent (15%) in January 2016. This widely publicized wage enhancement has helped to recruit a few more nurses; however, there are still not enough to meet current patient care needs as area hospitals increased their wage structure during the first quarter of 2016. The Department of Health and Human Services will continue its efforts to recruit and hire staff nurses.

#### **Glenclyff Home Nurse Staffing Challenges**

Glenclyff Home has been included in this contract because the facility has been experiencing increased difficulty filling and retaining nursing positions in the current labor market as can be seen by the current vacancy rates in nursing positions in Table 2 below. The local and State unemployment has remained under 4 percent (4%) over the past year, and was at a 16-year-low of 2.6 percent (2.6%) in March according to Business NH magazine, which indicates the economy is at full employment.

Consequently, employers, including Glenclyff Home, are pursuing "passive" candidates for vacant positions. Passive candidates are employees who are not actively seeking employment, making recruitment difficult and a lengthy process. Adding to the vacancy rate concerns, State employed nursing staff are increasingly eligible for retirement. In the last year, Glenclyff Home had two (2) nurses retire and has another seven (7) nurses (23% of its nursing staff) eligible for retirement in the next three (3) years.

**Table 2. Glenclyff Home Nurse Positions**

Position Classification	Labor Grade	Authorized Number of Positions	Number of Vacant Positions		
			November 2016	July 2016	July 2015
Nursing Director	34	1	0	0	0
Registered Nurse I-III	19-23	18	4	3	2
Licensed Practical Nurse I-II	21	8	1	2	0
Nursing Coordinator (Shift)	27	3	2	2	0
Nurse Coordinator (Training)	27	1	0	0	0
<b>Total</b>		<b>31</b>	<b>7</b>	<b>7</b>	<b>2</b>
<b>Vacancy Rate</b>			<b>22.6%</b>	<b>22.6%</b>	<b>7.5%</b>

Table 2 illustrates the continued trend and the increase in the vacancy rate at Glenclyff Home. There are currently seven (7) nursing vacancies in the N130 pay scale at Glenclyff Home as shown above. The continued vacancies have created an increase in overtime requirements for nursing staff. In the last seven (7) months Glenclyff Home lost five (5) nurses; (2 retired, 3 to other State Agencies), and of the remaining two (2) vacancies, one (1) has been vacant for over a year, and one (1) has been vacant for eight (8) months. This increase in overtime use is despite creative staffing solutions, such as increasing the use of Medication Nursing Assistants (MNAs). Knowing the nursing shortage was eminent; Glenclyff Home provided an in-house course to increase our number of MNAs from 8 to 12. Additionally we were able to gain a .4 FTE when a part time nurse was willing to go full time.

Many factors contribute to Glenclyff Home ability to effectively compete in the nursing labor market. First and foremost, State salaries are not competitive with area employers. Glenclyff Home is significantly low in compensation for Registered Nurses, especially any nurse with experience (12-15% below State average). While Glenclyff Home appears comparable in compensation for licensed practical nurses (LPNs), LPNs are growing scarce as most nursing educational institutions no longer offer LPN programs.

The Economic and Labor Market Information Bureau is projecting the growth rate of job openings to be 19 percent (19%) for registered nurses and 24 percent (24%) for licensed practical nurses. If the projections are realized, the demand for nurses will create even more competition between healthcare providers, such as the twenty-two (22) other Nursing Homes that Medicare's Nursing Home Compare website lists within the vicinity of Glenclyff Home. Also competing for nursing staff in the area are three (3) hospitals, including Dartmouth-Hitchcock Medical Center, a well-respected teaching facility.

Also complicating nurse staffing recruitment is reluctance of nursing staff prospects to seek employment at Glencliff Home which delivers services within an industry often stigmatized by mental health stereotypes, prejudice, and discrimination. When it comes to staffing recruitment, many nurses are hesitant to apply for employment due to the perceived difficulty about working with individuals with mental health behaviors.

Glencliff Home will continue its recruitment efforts, which include local, state and nationwide advertising in newspapers, trade journal and websites, and will continue to serve as a Plymouth State University nursing clinical site. If this request is not approved, the shortage of nurses may lead to more vacancies as nurses retire and continue to take positions at other healthcare facilities. As positions take longer to fill and more positions become vacant, the increased workload on existing employees may have a detrimental effect on the quality of care, as well as increase the likelihood of additional staff turnover. The use of agency nurses will alleviate some of the negative impacts of the high vacancy rate and continued use of overtime.

Seven (7) Temporary Nurse Staffing Agencies were emailed on May 5, 2016 to solicit their interest in providing temporary nurse staffing for the New Hampshire Hospital. More recently, each agency was solicited to also provide services for Glencliff Home. To date, three (3) agencies, including the agency in this request package, have expressed interest in contracting with the Department to provide temporary nurse staffing services. Other nurse staffing agencies may follow suit.

As referenced in Exhibit C-1, Revisions to General Provisions, the Department reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services, and approval by the Governor and Executive Council.

Should Governor and Executive Council not approve this request, the Department may be at risk of not being able to adequately staff its New Hampshire Hospital and Glencliff Home facilities, and may be forced to reduce the number of beds available based on available staffing ratios, thus increasing the rate of recidivism and increase the number of state residents on each facility's waitlist. The Department recognizes the shortage of nurses may lead to more vacancies, as nurses continue to take positions at other facilities because of the hours, compensation, and personal safety considerations. Glencliff Home is a long-term care facility of last resort for residents. The facility only accepts applicants who have been rejected by at least two (2) other nursing facilities. Without sufficient nursing staff, access to long-term care by individuals with mental health needs is at risk. For these reasons, approval of Temporary Nurse Staffing Agency contracts to support nurse staffing services is critical.

The geographic area to be served is statewide. Both New Hampshire Hospital, an acute psychiatric services facility, and the Glencliff Home long-term care facility serve all eligible New Hampshire citizens.

New Hampshire Hospital utilizes 27% Federal Funds from the United States Department of Health and Human Services, Centers for Medicare and Medicaid Services, Medical Assistance Program, Catalog of Federal Domestic Assistance (CFDA) #93.778.

Source of Funds is 41% Other Funds (Provider Fees), 27% Federal Funds, and 32% General Funds.

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
Page 7 of 7

In the event that Federal and Other Funds become no longer available, General Funds will be requested due to the critical nature of the program.

Respectfully submitted,



Katja S. Fox

Director, Division for Behavioral  
Health

Approved by:



Jeffrey A. Meyers  
Commissioner

Subject: Temporary Nurse Staffing Services (SS-2017-NHH-03-TEMPO-02)

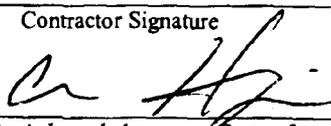
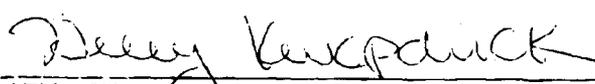
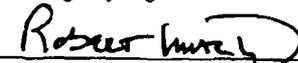
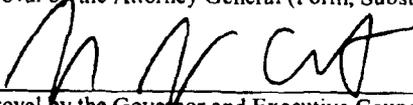
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Health and Human Services New Hampshire Hospital and Glenclyff Home		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Circharo Acquisition, LLC		1.4 Contractor Address 2 Keewaydin Drive, Salem, NH 03079	
1.5 Contractor Phone Number 800.995.2673 ext. 1312	1.6 Account Number 094-9400-8750-102 and 05-095-910010-5710-101-0729	1.7 Completion Date 6/30/2017	1.8 Price Limitation \$4,090,000.
1.9 Contracting Officer for State Agency Eric B. Borrin, Director		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Aram Hampikian, VP of Healthcare Travel	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Rockingham</u> On <u>10/24/16</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace Holly Kirkpatrick			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Robert J. MacLeod, CEO	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>12/7/16</u>			
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.

Contractor Initials A. H.  
Date 10/24/16



Exhibit A

**SCOPE OF SERVICES**  
**RELATIVE TO THE PROVISION OF PER DIEM AND/OR SHORT-TERM REGISTERED**  
**NURSE STAFFING SERVICES FOR ACUTE PSYCHIATRIC FACILITIES**

**1. Provisions Applicable to All Services**

The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

**2. Scope of Services**

- 2.1 The purpose of this Agreement is to secure temporary Registered Nurse staffing services ("Nurse Staffing Services" or "Nursing Staff") to support New Hampshire Department of Health and Human Services' acute psychiatric facilities (the "Department") on either a Per Diem or Short-Term deliverables basis.
- 2.2 The Contractor's Nurse Staffing Services provided on a Short-Term deliverables basis shall include:
  - 2.2.1 Minimum thirteen (13) weeks ("Minimum Staffing Period") of Nurse Staffing Services without a gap in services for each of the Department's short-term staffing positions secured under this Exhibit A;
  - 2.2.2 Whenever practical, replacement Nursing Staff for the remainder of the Minimum Staffing Period in the event the Contractor's Nursing Staff is unable to fulfill his or her services due to illness, injury or other unforeseen circumstance; and
  - 2.2.3 The Department's right to accept or decline the Contractor's replacement Nursing Staff described in Section 2.2.2 of this Exhibit A.
- 2.3 The Contractor shall provide Nurse Staffing Services as requested and specified by the Department. The Department's specifications may include, but are not limited to:
  - 2.3.1 Applicability of Exhibit A or Exhibit A-1, Scope of Services, for each Nursing Staff assignment;
  - 2.3.2 Level of Nurse Staffing Services support required – Per Diem Nurse Staffing Services, or Short-Term Nurse Staffing Services as described in this Exhibit A;
  - 2.3.3 Rates and shifts to be worked by Nursing Staff as specified in Exhibit B, Table 1 Registered Nurse (RN) Per Diem Rate Schedule or Table 2: Registered Nurse (RN) Short-Term Rate Schedule, as applicable;
  - 2.3.4 Any special staffing skills required or preferred by the Department; and
  - 2.3.5 Billing instructions, including mailing address.
- 2.4 The Contractor shall provide the Department with Nursing Staff (psychiatric experience preferred) who are licensed and qualified to perform duties within



Exhibit A

- their scope of practice, as defined by the Nurse Practice Act of the State of New Hampshire.
- 2.5 The Contractor's Nursing Staff placed with the facility shall receive orientation and training by Department staff; orientation shall include facility-specific information about infection prevention, client confidentiality, medical records and other documentation practices, as well as safety and emergency protocols, including training about how to recognize and respond safely to patients experiencing psychiatric crises.
  - 2.6 The Contractor's Nursing Staff duties shall include physical assessments (excluding psychiatric or admission assessments), medication administration, processing of physician orders, vital signs monitoring, blood glucose testing, treatments and dressing changes; as well as provide verbal and written communications to report related findings.
  - 2.7 The Contractor's Nursing Staff shall work under the supervision of designated supervisor(s) employed by the Department.
  - 2.8 The Contractor's Nursing Staff shall not supervise, schedule, assign or evaluate performance of other nursing staff or mental health workers; they may, however, delegate simple tasks to certain direct care paraprofessionals (e.g., mental health workers) to obtain vital signs or assist a client).
  - 2.9 The Contractor's Nursing Staff shall not lead coordination during psychiatric emergencies, and shall not have authority to declare a Personal Safety Emergency as defined under He-M 305, nor authorize the use of restraint or seclusion, as applicable.
  - 2.10 The Contractor shall be provided with a minimum 24 hour advance notice when Nurse Staffing Services are needed by the Department.
  - 2.11 The Contractor shall receive a minimum two (2) hour verbal and written notification of cancellation of Nurse Staffing Services prior to the start of the shift for which the Nursing Staff is scheduled to work.
  - 2.12 The Contractor shall be immediately notified verbally and in writing of the Department's dismissal of Nursing Staff with or without cause, providing in reasonable detail, the reason(s) for dismissal. The Contractor shall be compensated for all hours worked prior to dismissal.
  - 2.13 The Contractor shall be notified of any unexpected incident (e.g., errors, safety hazards, unanticipated injury or death) known to involve the Contractor's Nursing Staff.
  - 2.14 The Contractor shall attempt to accommodate Department staffing requests for Nursing Staff by name, as applicable.
  - 2.15 The Contractor shall be paid at the rates described in Exhibit B for services provided under this Exhibit A, as applicable.
  - 2.16 The Contractor shall pay all wages of the Nursing Staff, including federal and state taxes in accordance with Exhibit B.



Exhibit A

---

3. Licensing Requirements

- 3.1 The Contractor's Nursing Staff performing services under this Agreement must possess valid licenses issued by the New Hampshire Board of Nursing.
- 3.2 The Contractor's Nursing Staff shall possess CPR certification that meets "Basic Life Support" standards by either the American Heart Association or American Red Cross Association, as required by state law.
- 3.3 The Contractor shall possess proof of pre-employment screenings for Nursing Staff to include a physical as applicable by state law, tuberculosis screening, and/or administration of CDC recommended immunizations for healthcare workers, and ensure Nursing Staff health records are promptly available in the event of an outbreak situation at the facility.
- 3.4 The Contractor's Nursing Staff shall meet applicable laws, regulations, and/or accreditation standards to be presented to facility administration upon request.



Exhibit A-1

**SCOPE OF SERVICES**  
**RELATIVE TO THE PROVISION OF SHORT-TERM REGISTERED NURSE AND/OR**  
**LICENSED PRACTICAL NURSE STAFFING SERVICES**  
**(EXCLUDING ACUTE PSYCHIATRIC FACILITY STAFFING)**

**1. Provisions Applicable to All Services**

The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

**2. Scope of Services**

- 2.1 The purpose of this Agreement is to secure temporary Registered Nurse and/or Licensed Practical Nurse services ("Nurse Staffing Services" or "Nursing Staff") to support one or more New Hampshire Department of Health and Human Services' facilities (the "Department") on a Short-Term deliverables basis.
- 2.2 The Contractor's Short-Term Nurse Staffing Services shall include:
  - 2.2.1 Minimum thirteen (13) weeks ("Minimum Staffing Period") of Nurse Staffing Services without a gap in services for each of the Department's short-term staffing positions secured under this Exhibit A-1;
  - 2.2.2 Whenever practical, replacement Nursing Staff for the remainder of the Minimum Staffing Period in the event the Contractor's Nursing Staff is unable to fulfill his or her Short-Term Nurse Staffing Services due to illness, injury or other unforeseen circumstance; and
  - 2.2.3 The Department's right to accept or decline the Contractor's replacement Nursing Staff described in Section 2.2.2 of this Exhibit A-1.
- 2.3 The Contractor shall provide Nurse Staffing Services as requested and specified by the Department. The Department's specifications may include, but are not limited to:
  - 2.3.1 Applicability of Exhibit A or Exhibit A-1 scope of services for each Nursing Staff assignment;
  - 2.3.2 Type of Nursing Staff support required: Registered Nurse or Licensed Practical Nurse as described in this Exhibit A-1;
  - 2.3.3 Rates and shifts to be worked by Nursing Staff as described in Exhibit B, Table 2 Registered Nurse (RN) Short-Term Rate Schedule or Table 3: Licensed Practical Nurse (LPN) Short-Term Rate Schedule;
  - 2.3.4 Any special staffing skills required or preferred by the Department; and
  - 2.3.5 Billing instructions, including mailing address.
- 2.4 The Contractor shall provide the Department with Nursing Staff who are licensed and qualified to perform duties within their scope of practice, as defined by the Nurse Practice Act of the State of New Hampshire.



Exhibit A-1

- 2.5 The Contractor's Nursing Staff placed with a facility shall receive orientation and training, as appropriate; orientation shall include facility-specific information about infection prevention, client confidentiality, medical records and other documentation practices, as well as safety and emergency protocols, including training about how to recognize and respond safely to patients experiencing psychiatric or other crises.
- 2.6 The Contractor's Nursing Staff duties shall include physical assessments (excluding psychiatric or admission assessments), medication administration, processing of physician orders, vital signs monitoring, blood glucose testing, treatments and dressing changes; as well as provide verbal and written communications to report related findings.
- 2.7 The Contractor's Nursing Staff shall work under the supervision of a designated supervisor(s) employed by the Department.
- 2.8 The Contractor's Nursing Staff shall not supervise, schedule, assign or evaluate performance of other nursing staff or mental health workers; they may, however, delegate simple tasks to direct care paraprofessional staff (e.g., licensed nursing assistant (LNA)) to obtain vital signs or assist a client.
- 2.9 The Contractor shall be provided with a minimum 24 hour advance notice when Nurse Staffing Services are needed by the Department.
- 2.10 The Contractor shall receive a minimum two (2) hour verbal and written notification of cancellation of Nursing Staff Services prior to the start of the shift for which the Nursing Staff is scheduled to work.
- 2.11 The Contractor shall be immediately notified verbally and in writing of the Department's dismissal of Nursing Staff with or without cause, providing in reasonable detail, the reason(s) for dismissal. The Contractor shall be compensated for all hours worked prior to dismissal.
- 2.12 The Contractor shall be notified of any unexpected incident (e.g., errors, safety hazards, unanticipated injury or death) known to involve its Nursing Staff.
- 2.13 The Contractor shall attempt to accommodate Department staffing requests for Nursing Staff by name, as applicable.
- 2.14 The Contractor shall be paid at the rates described in Exhibit B for services provided under this Exhibit A-1, as applicable.
- 2.15 The Contractor shall pay all wages of the Nursing Staff, including federal and state taxes in accordance with Exhibit B.

3. **Licensing Requirements**

- 3.1 The Contractor's Nursing Staff performing services under this Agreement must possess valid licenses issued by the New Hampshire Board of Nursing.
- 3.2 The Contractor's Nursing Staff shall possess CPR certification that meets "Basic Life Support" standards by either the American Heart Association or American Red Cross Association, as required by state law.



Exhibit A-1

---

- 3.3 The Contractor shall possess proof of pre-employment screenings for Nursing Staff to include a physical as applicable by state law, tuberculosis screening, and/or administration of CDC recommended immunizations for health care workers, and ensure Nursing Staff health records are promptly available in the event of an outbreak situation at the facility.
- 3.4 The Contractor shall secure professional references and conduct criminal background checks for Nursing Staff as required by state law.
- 3.5 The Contractor's Nursing Staff shall meet applicable laws, regulations, and/or accreditation standards to be presented to facility administration upon request.



Exhibit B

**METHOD AND CONDITIONS PRECEDENT TO PAYMENT**

1. Subject to the Contractor's Compliance with the terms and conditions of this Agreement, the New Hampshire Department of Health and Human Services (the "Department") shall reimburse the Contractor for actual services, including orientation and training, provided by the Contractor's Nursing Staff, as described in Exhibit A and/or Exhibit A-1, Scope of Services, as applicable.
2. This Agreement is one in a series of Agreements tendered to provide Temporary Nurse Staffing Services for one or more Department facilities. No maximum or minimum service volume is guaranteed. Accordingly, the price limitation among all Agreements is identified in Block 1.8 of the P-37, General Provisions of this Agreement for the duration of the Agreement. The budget limitation associated with each Department facility requesting the Contractor's services is defined below:

**Budget Limitation by Facility**

Department Facility	Facility Type	SFY 2017
New Hampshire Hospital	Acute Psychiatric	\$4,000,000
Glenciff Home	Non-Acute Psychiatric	90,000
	<b>Total</b>	<b>\$4,090,000</b>

3. Notwithstanding anything to the contrary herein, the Contractor agrees that payment under this Agreement may be withheld, in whole or in part, in the event of non-compliance with any federal or state law, rule or regulation applicable to the services provided, or if the said services have not been satisfactorily completed in accordance with the terms and conditions of this Agreement.
4. The Contractor shall have or secure a vendor number with the State of New Hampshire to receive payment.
5. The Contractor shall be reimbursed for providing and delivering the Nurse Staffing Services described in Exhibit A on a Per Diem deliverables basis pursuant to the following rate schedule (Table 1):

A.H.



Exhibit B

**Table 1: Registered Nurse (RN) Per Diem Rate Schedule**

Id	Shift	Hourly Rate
1	Weekday, 7:00 a.m. – 3:00 p.m.	\$46.00
2	Weekday, 3:00 p.m. – 11:00 p.m.	\$47.00
3	Weekday, 11:00 p.m. – 7:00 a.m.	\$48.00
4	Weekend, 7:00 a.m. – 3:00 p.m.	\$48.00
5	Weekend, 3:00 p.m. – 11:00 p.m.	\$49.00
6	Weekend, 11:00 p.m. – 7:00 a.m.	\$50.00

6. The Contractor shall be reimbursed for providing and delivering Short-Term Nurse Staffing Services for a minimum of thirteen (13) weeks (“Minimum Staffing Period”) as described in Exhibit A and Exhibit A-1, as applicable, on a deliverables basis pursuant to the following rate schedules (Table 2 and Table 3), as applicable:

**Table 2: Registered Nurse (RN) Short-Term Rate Schedule**

Id	Shift	Hourly Rate
1	Weekday, 7:00 a.m. – 3:00 p.m.	\$56.00
2	Weekday, 3:00 p.m. – 11:00 p.m.	\$57.00
3	Weekday, 11:00 p.m. – 7:00 a.m.	\$58.00
4	Weekend, 7:00 a.m. – 3:00 p.m.	\$58.00
5	Weekend, 3:00 p.m. – 11:00 p.m.	\$59.00
6	Weekend, 11:00 p.m. – 7:00 a.m.	\$60.00



Exhibit B

Table 3: Licensed Practical Nurse (LPN) Short-Term Rate Schedule

Id	Shift	Hourly Rate
1	Weekday, 7:00 a.m. – 3:00 p.m.	\$40.00
2	Weekday, 3:00 p.m. – 11:00 p.m.	\$41.00
3	Weekday, 11:00 p.m. – 7:00 a.m.	\$42.00
4	Weekend, 7:00 a.m. – 3:00 p.m.	\$42.00
5	Weekend, 3:00 p.m. – 11:00 p.m.	\$43.00
6	Weekend, 11:00 p.m. – 7:00 a.m.	\$44.00

7. Shift rate and holiday differentials shall apply as follows:

- 6.1 Weekend rates start at 3:00 p.m. on Friday and end at 7:00 a.m. on Monday.
- 6.2 Nursing Staff who work holidays will be paid one and one-half (1-1/2) times the rate in the schedules above.
- 6.3 Holiday shifts begin with the 11:00 p.m. - 7:00 a.m. shift on the eve of the following holidays and end with the 3:00 p.m. – 11:00 p.m. shift on the day of the holiday, except for Christmas and New Year's holidays which begin with 3:00 p.m. – 11:00 p.m. shift on the eve of the holiday and end with the 11:00 p.m. – 7:00 a.m. shift on the day of the holiday.

New Year's Eve and Day	Easter Sunday	Labor Day
Martin Luther King Day	Memorial Day	Thanksgiving
President's Day	Independence Day	Christmas Eve and Day

7. Break and meal allowances shall apply as follows:

- 7.1 Each shift includes two (2) paid fifteen (15) minute breaks.
- 7.2 Each shift includes one (1) unpaid thirty (30) minute meal break. The Department reserves the right to offer paid meal breaks.

8. Nursing Staff who work over forty (40) hours in any week will be paid one and one-half (1-1/2) times the rate in the schedules above for all time worked over forty (40) hours.

9. In the event Nursing Staff who has provided services to the Department for less than twenty-six (26) weeks under the terms of this Agreement is recruited, hired, and begins work at the



Exhibit B

facility on a full-time basis, the Department shall pay the Contractor a placement fee of \$2,500.00.

10. In the event the Nursing Staff provided services to the Department for a period of twenty-six (26) weeks or more under the terms of this Agreement is subsequently offered and accepts full-time employment with the Department, no placement fee shall be applicable.

11. Payment for services shall be made as follows:

a. The Contractor shall submit an invoice weekly which identifies services delivered and requests reimbursement for authorized expenses incurred in the prior week.

b. The Contractor shall send invoice(s) to the facility where services are delivered, unless otherwise directed by the Department. Facility mailing addresses include:

*For New Hampshire Hospital services:*  
New Hampshire Hospital  
Office of Financial Services  
36 Clinton Street  
Concord, NH 03301

*For Glencliff Home services:*  
Glencliff Home  
Office of Financial Services  
393 High Street, P.O. Box 76  
Glencliff, NH 03238

c. Subject to the Department's approval of the Contractor's invoice, the State shall make payment within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.

12. The Contractor is accountable to meet the scope of services described in Exhibit A and/or Exhibit A-1, as applicable. Any failure to meet the scope of services may jeopardize the Contractor's future funding. Corrective action remedies may include amendment or termination of the Agreement.



**SPECIAL PROVISIONS**

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

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



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

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

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



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

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



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

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

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

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

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

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

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.  
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
  - 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
  - 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
  - 19.3. Monitor the subcontractor's performance on an ongoing basis



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

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

#### DEFINITIONS

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

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

**DEPARTMENT:** NH Department of Health and Human Services.

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

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

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

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

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

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



**REVISIONS TO GENERAL PROVISIONS**

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  4. **CONDITIONAL NATURE OF AGREEMENT.**  
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
  
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
  
3. Subparagraph 14.1.1 of the General Provisions of this contract, Insurance, is deleted and the following subparagraph is added:
  - 14.1.1 Comprehensive general liability 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 professional liability coverage in the amount of \$1,000,000 per occurrence and \$3,000,000 aggregate.

New Hampshire Department of Health and Human Services  
Temporary Nurse Staffing Services  
SS-2017-NHH-03-TEMPO-02



Exhibit C-1

---

4. The Department reserves the right to renew the Contract for up to two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

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

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

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

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

New Hampshire Department of Health and Human Services  
Exhibit D

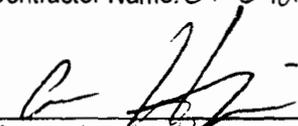


- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted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

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

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

10/24/16  
Date

Contractor Name: Circhoro Acquisition Corp. LLC  
dba Core Medical Group  
  
Name: Aram Hampsonian  
Title: Vice President, Healthcare Travel Services



**CERTIFICATION REGARDING LOBBYING**

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name: Circiano Acquisition LLC  
dba Core Medical  
Group  
  
Name: Arab Hampson,  
Title: Vice President, Healthcare Travel Services

10/24/16  
Date



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

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

**INSTRUCTIONS FOR CERTIFICATION**

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



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

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

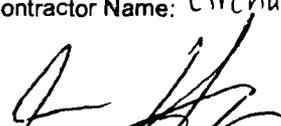
**PRIMARY COVERED TRANSACTIONS**

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

**LOWER TIER COVERED TRANSACTIONS**

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

10/24/16  
Date

Contractor Name: Circharo Acquisition LLC  
dba Core Medical Group  
  
Name: Aram Hampoian  
Title: Vice President, Healthcare Travel Services



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

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

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

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

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

Exhibit G

Contractor Initials

A.H.

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

New Hampshire Department of Health and Human Services  
Exhibit G



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

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

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

10/24/16  
Date

Contractor Name: Civchar Acquisition LLC dba  
Core Medical Group

[Signature]  
Name: Aram Hampoian  
Title: Vice President, Healthcare Travel Services

Exhibit G

Contractor Initials

A.H.

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



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

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

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

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

Contractor Name: Circharo Acquisition ~~Corp~~ LLC  
dba

Core Medical  
Group

10/24/16  
Date

  
Name: Aram Namporian  
Title: Vice President, Healthcare Travel Services



Exhibit I

**HEALTH INSURANCE PORTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

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

(1) **Definitions.**

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

A. H.



Exhibit I

- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

**(3) Obligations and Activities of Business Associate.**

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
  - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - o The unauthorized person used the protected health information or to whom the disclosure was made;
  - o Whether the protected health information was actually acquired or viewed
  - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

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

**(4) Obligations of Covered Entity**

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

**(5) Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

**(6) Miscellaneous**

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



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) l, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

_____ The State	<u>Circharo Acquisition LLC d/b/a Core Medical Group</u> Name of the Contractor
<u><i>Robert MacLead</i></u> Signature of Authorized Representative	<u><i>[Signature]</i></u> Signature of Authorized Representative
<u>Robert J. MacLead</u> Name of Authorized Representative	<u>Aram Namporian</u> Name of Authorized Representative
<u>CEO, NHH</u> Title of Authorized Representative	<u>Vice President, Healthcare Travel Services</u> Title of Authorized Representative
<u>12/5/16</u> Date	<u>10/24/16</u> Date



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
  - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
  - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: Circor Acquisition LLC  
dba Core Medical Group

  
Name: Aram Hamporian  
Title: Vice President, Healthcare Travel Services

10/24/16  
Date



**FORM A**

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 80-3209543
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO  YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO  YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____

A. H.

10/24/16



**RELATIVE TO THE NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES CONTRACT FOR THE PROVISION OF TEMPORARY NURSE STAFFING SERVICES**

**1. Purpose**

For purposes of this Exhibit K, the term "Contractor" generally implies the Nursing Staff retained under this Agreement by the New Hampshire Department of Health and Human Services (the "Department").

**2. Provisions Applicable to All Services**

- 2.1. The Contractor will abide the State of New Hampshire, federal, and Joint Commission Standards on confidentiality of patient information and to his/her professional code of ethics.
- 2.2. The Contractor will accept responsibility to maintain current health records for all employees. Such records shall contain, at a minimum, verification of tuberculosis screening or symptom review screening, and immunization status of the CDC recommended immunizations for healthcare workers.
- 2.3. The Contractor will comply with the Department's zero tolerance policy regarding the use of alcoholic beverages, unauthorized prescription medications, excessive over-the-counter medications, and controlled substances on Department facility's campuses. Violation of this policy will not be tolerated and may result in the immediate termination of this contract.
- 2.4. The Contractor will comply with the Department's commitment to the maintenance of a work environment that is safe and free of threat for all employees, patients, students, volunteers, contractors, consultants and visitors. Violence or threats of violence will not be tolerated. All instances of such behavior will be investigated and if necessary prosecuted to the full extent of the law.
- 2.5. The Contractor will comply with the Department's policy, Sexual Harassment in the Workplace and the State of New Hampshire Policy on Sexual Harassment. All allegations of sexual harassment or retaliation will be promptly and thoroughly investigated.
- 2.6. The Contractor will be trained in fire and emergency procedures. In case of fire or other emergency, the Contractor will be instructed in the appropriate response and must follow the approved procedures.
- 2.7. The Contractor will comply with the Department's policy on professional/ workplace boundaries to provide a safe and therapeutic environment for patients. A boundary is a limit or margin that describes the way in which one interacts



Exhibit K

and/or communicates with patients. Professional boundaries are the spaces between staff power and patient vulnerability. Establishing boundaries allows staff to control this power differential providing a safe connection to meet patient needs. Failure to maintain a boundary by becoming overly involved in a manner that has potential to compromise patient care is a violation of this policy. Boundary violations may be emotional, physical, spiritual, financial or sexual in nature and may be brief, extended, intentional or accidental. Behaviors that can be considered boundary violations include, but are not limited to:

- 2.7.1. Disclosure of personal information (i.e., phone number, details of marital status, family issues, job or disciplinary actions)
- 2.7.2. Seeking of social relationships, including after discharge
- 2.7.3. Giving or receiving personal gifts
- 2.7.4. Initiating personal correspondence
- 2.7.5. Inappropriate touching
- 2.7.6. Sexual relationship
- 2.8. The Contractor will interact with patients with dignity and respect within a continuum of professional behavior having boundaries that support a return to health. Additionally, professionals are expected to maintain the necessary workplace behaviors and attitudes required by the ethical standards of their professional discipline.
- 2.9. The Contractor will provide each patient at the facility a right to confidentiality and privacy of their clinical record. That right extends to the fact of their hospitalization. Information about a patient may be shared among Department or facility staff members only insofar as it is necessary for the patient's treatment or in the course of professional education. Under no other circumstances may information be shared except with the informed consent of the patient or a person authorized to give consent in the patient's behalf. In accordance with the facility's confidentiality policy, authorized volunteers, students and trainees and consultants are considered members of the facility staff.
- 2.10. The Contractor is under equal obligation to treat as confidential any information they may acquire, by any means, about a patient or former patient. Any breach of confidentiality is a serious offense and grounds termination of this Agreement.
- 2.11. The Contractor has read, understands, and agrees to abide by the provisions and obligations contained in this Exhibit K, and also understands that the policies on these matters are available from facility supervisors.

A.H.